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

Skinny Labs Inc., dba. Spin
Proposer

450 Mission St., Ste. 400
Street Address

San Francisco, CA 94105
City

(719) 321-1430
Telephone No.

alexandra.april@spin.pm
E-Mail

BY:

Signature of Proposer's Authorized Representative

Alex April
Print Name

Head of Government Partnerships - US West
Title

01.20.2022
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 27th day of

July, 2022.
MARA W. ELLIOTT, City Attorney

BY:
Deputy City Attorney
Cassandra Mougin

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.) of 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 date 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 Contact, 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.

Alex April
Head of Government Partnerships - US West

alexandra.april@spin.pm
(719) 321-1430

SPIN

01.21.2021

San Diego, CA

TAB A - SUBMISSION AND FORMS | RFP #10089831-22-V: SHARED MOBILITY DEVICES

The City of San Diego, Mobility Department

Attn: Vanessa Delgado, Procurement Program Coordinator

1200 Third Ave., Suite 924
San Diego, CA 92101

Spin (Skinny Labs Inc.)

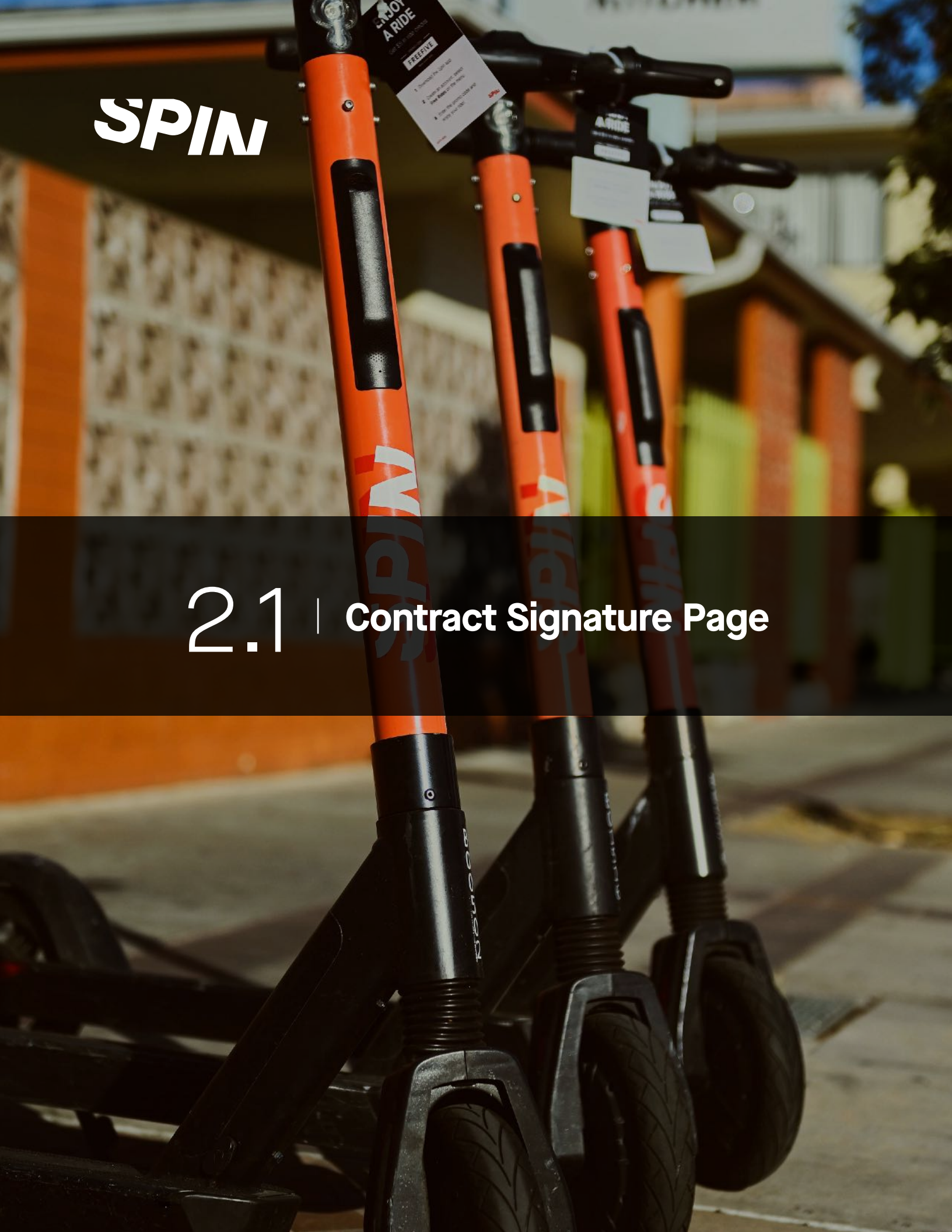
450 Mission St, Suite 400
San Francisco, CA 94105

hello@spin.pm
(888) 262-5189

Contact

Alex April
Head of Government Partnerships - US West

alexandra.april@spin.pm
(719) 321-1430



2.1 | Contract Signature Page

The City of SAN DIEGO

Request for Proposal (RFP) for Shared Mobility Devices
Addendum B

Solicitation Number:	10089831-22-V
Solicitation Issue Date:	November 10, 2021
Pre-Proposal Conference:	No Pre-Proposal Conference will be held.
Questions and Comments Due:	November 19, 2021 @ 12:00 p.m.
Revised Proposal Due Date and Time ("Closing Date"):	January 21, 2022 @ 2:00 p.m.
Contract Terms:	Three (3) years from the Effective Date, with two (2), one (1) year options, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Vanessa Delgado, Procurement Program Coordinator Cdelgado@sandiego.gov (619) 236-6248
Submissions:	Respondent is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. **Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

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

CONTRACTOR

Skinny Labs Inc., dba. Spin
Proposer

450 Mission St., Ste. 400
Street Address

San Francisco, CA 94105
City

(719) 321-1430
Telephone No.

alexandra.april@spin.pm
E-Mail

BY:

Signature of Proposer's Authorized Representative

Alex April
Print Name

Head of Government Partnerships - US West
Title

01.20.2022
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

_____

Print Name:

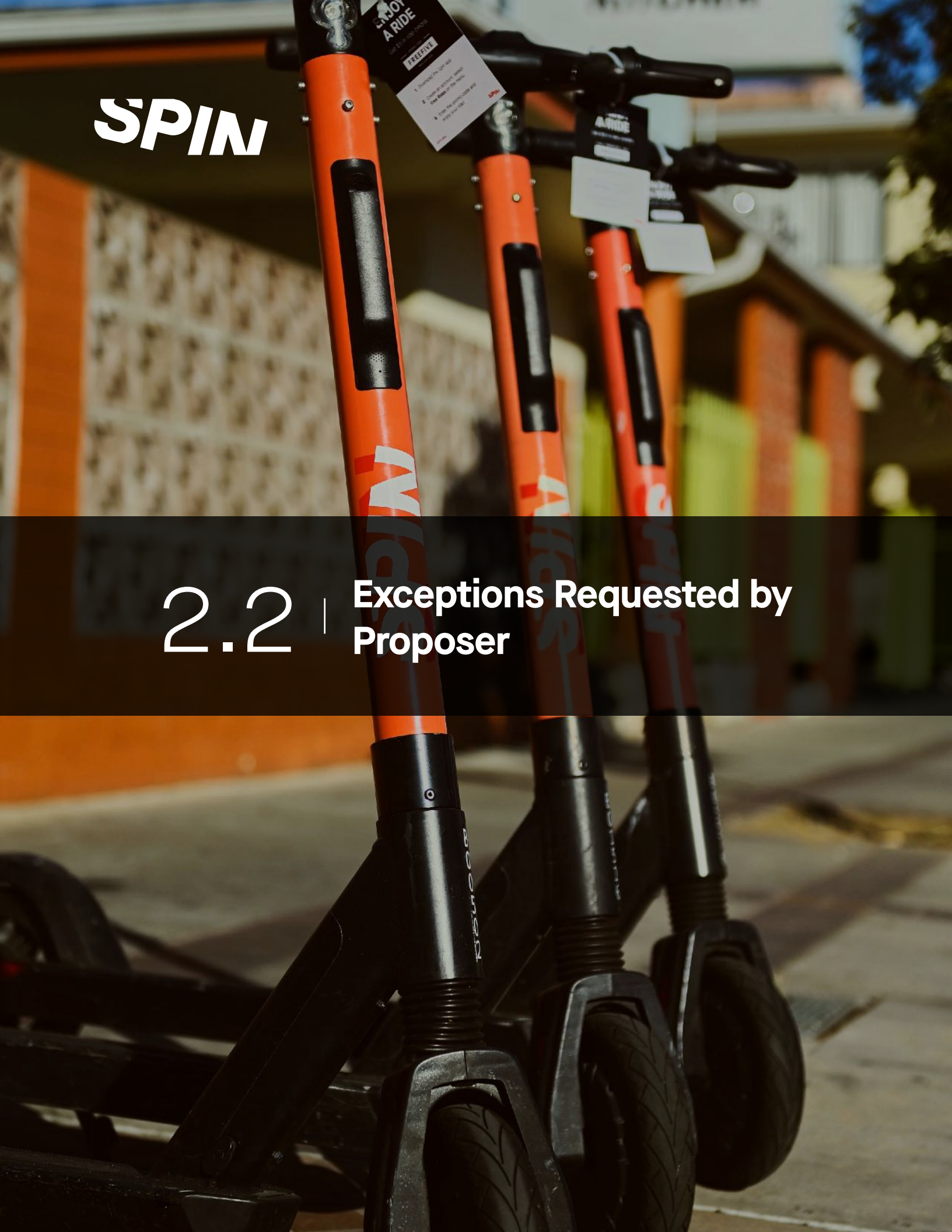
_____
Director, Purchasing & Contracting Department

_____
Date Signed

Approved as to form this _____ day of

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

BY:_____
Deputy City Attorney



2.2 | Exceptions Requested by Proposer

2.2 Exceptions Requested by Proposer

Spin does not have any exceptions to note at this time.

2.3 | Contractor Standards Pledge of Compliance Form

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 (RFP) 10089831-22-V for Shared Mobility Devices

B. BIDDER/PROPOSER INFORMATION:

Skinny Labs Inc., dba. Spin			
Legal Name		DBA	
450 Mission St., Ste. 400	San Francisco	CA	94133
Street Address	City	State	Zip
Alex April, Head of Government Partnerships - US West	(719) 321-1430	N/A	
Contact Person, Title	Phone	Fax	

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.

Alex April	Head of Government Partnerships - US West
Name	Title/Position
Denver, CO	Spin
City and State of Residence	Employer (if different than Bidder/Proposer)
Primary point of contact for the City.	
Interest in the transaction	

Anthony Fernandez	General Manager - San Diego
Name	Title/Position
San Diego, CA	Spin
City and State of Residence	Employer (if different than Bidder/Proposer)
Leading operations in San Diego.	
Interest in the transaction	

Alec Rochford	Operations Manager - San Diego
Name	Title/Position
San Diego, CA	Spin
City and State of Residence	Employer (if different than Bidder/Proposer)
Day-to-day coordination of San Diego program.	
Interest in the transaction	

Daniel Bezinovich	Community Partnerships Manager
Name	Title/Position
Los Angeles, CA	Spin
City and State of Residence	Employer (if different than Bidder/Proposer)
Leading outreach and stakeholder engagement for community outreach.	
Interest in the transaction	

Mika Ohiorhenuan	Regional General Manager
Name	Title/Position
Los Angeles, CA	Spin
City and State of Residence	Employer (if different than Bidder/Proposer)
Overseeing local operations on the West Coast.	
Interest in the transaction	

Matt Reback	Campus Partnerships Manager
Name	Title/Position
San Diego, CA	Spin
City and State of Residence	Employer (if different than Bidder/Proposer)
Managing micromobility programs on San Diego campuses.	
Interest in the transaction	

Phuong Bui	Senior Government Partnerships Manager
Name	Title/Position
San Diego, CA	Spin
City and State of Residence	Employer (if different than Bidder/Proposer)
Secondary point of contact for the City	
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: 2016 State of incorporation: Delaware

List corporation's current officers:
President: Ben Bear
Vice Pres: Ted Bronstein
Secretary: Bella Shirin
Treasurer: Katherine Hatter

Type of corporation: C ☒ Subchapter S ☐

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

If **Yes,** after what date: 2016

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

If **Yes,** how and where is the stock traded? _____

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

_____
_____
_____
_____

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: Silicon Valley Bank

   Point of Contact: N/A

   Address: 3003 Tasman Dr., Santa Clara, CA 95054

   Phone Number: 1-800-774-7390

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.: B2018003757 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: Salt Lake City, UT

Contact Name and Phone Number: Jon Larsen, Director—Transportation Division, 801-535-6630

Contact Email: jon.larsen@slcgov.com

Address: 349 South 200 East, Suite 150, Salt Lake City, UT 84111

Contract Date: Operating since 4/23/2019, most recent contract start date: May 21, 2021

Contract Amount: 1,250 Scooters

Requirements of Contract: Citations and fines to noncompliant users, relocation of scooters within 2 hours, continuous outreach events

Company Name: The City of Pittsburgh, PA

Contact Name and Phone Number: Kim Lucas, Acting Director—Department of Mobility and Infrastructure, 916-808-5913

Contact Email: kimberly.lucas@pittsburghpa.gov

Address: City-County Building, 414 Grant St, Pittsburgh, PA 15219

Contract Date: July 10, 2021

Contract Amount: 1,500 scooters currently permitted

Requirements of Contract: Two-year public private partnership multimodality project to bring SMDs; 50 electric micro-mobiolity charging stations (20 currently installed) in public right-of-way.

Company Name: Washington, D.C.

Contact Name and Phone Number: Sharada Strasmore, Shared Micromobility Planner—District Department of Transportation, 202-497-4709

Contact Email: sharada.strasmore@dc.gov

Address: 55 M Street, SE, Washington DC 20003

Contract Date: We first launched our bikes in 2017 and e-scooters in 2018 - our permit extension is from January 1, 2022 to June 31, 2022

Contract Amount: 2,500

Requirements of Contract: End-trip photo enforcement; must maintain 1.5% of all ridership on a monthly rolling basis from the low-income users; 500 fleet minimum; and cannot deploy more than 5 devices/block.

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."

Company Name: California Office Cleaning, Inc,.

Address: 415 Laurel Street Unit 350, San Diego, CA 92101

Contact Name: Dustin Landeis Phone: 619-888-0520 Email: calofficecleaning@gmail.com

Contractor License No.: JS-LR-1000821953 DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 12,000 (per year) $ 60,000 (total contract term)

Scope of work subcontractor will perform: Janitorial services for local Spin warehouses

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Knight Power and Electric

Address: 1911 Rue Chateau, Chula Vista, CA 91913

Contact Name: David Knight Phone: 619-647-9975 Email: dk@knightpowerelectric.com

Contractor License No.: 1015309 DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 50,000 one-time (per year) $ 50,000 + incidentals (total contract term)

Scope of work subcontractor will perform: Electrical services for local Spin warehouses

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive 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.

Alex April, Head of Government Partnerships - US West		01/20/2022
Name and Title	Signature	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.

Please see Work Force Forms in Section 2.4 below. Corresponding SLBE certificates and contracts can be found in the Appendix.

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.

Alex April, Head of Government Partnerships - US West		01/20/2022
Print Name, Title	Signature	Date

2.4 | Equal Opportunity Contracting Forms

Equal Opportunity Contracting Form Introduction

Spin is the first shared micro-mobility company–and we remain the only one–to transition to an all-employee workforce. By rejecting a workforce model that relies on gig-economy workers or contracts, we can provide everyone with benefits and protections. As a result of our investment in our team, we have developed customized and rapid responses to weather, protests, and other special events. We refuse to outsource the safety-critical tasks of inspections, maintenance, and repairs to untrained gig-economy workers. Simply put, we believe a respected, valued, and happy workforce provides a higher quality, safer, and more sustainable service to our users, other community members, partner cities, and universities.

Spin's entry level cash wage + health benefits is $24.50/hour. This is $7.96 above the City of San Diego's Livable Wage Rate of $16.54 (cash wage + health benefits).

Our mission to hire locally is done with equity in mind, and we plan to partner with workforce hiring organizations like the San Diego Workforce Partnership, PATH, and Project Equity to hire individuals who may face barriers to employment or who are from underserved communities. We believe the best way to understand and to serve the communities we operate in is by learning from their community members who know them best, and we look forward to continuing to employ and empower local San Diego residents in this way.

Spin has signed contracts with two companies that are a part of San Diego's Small Local Business Enterprise (SLBE) Program: California Office Cleaning, Inc. and Knight Power & Electric. These two companies will complement Spin's in-house W2 Operations team model by helping provide janitorial and electrical services to the local warehouses within San Diego city limits.

Please see Spin's proposed workforce model below:

- 70+ local in-house W2 Operations employees
- 36 SLBE subcontractors supported through signed contracts

With Spin's workforce model, 34% of Spin's workforce and operations will be supported through SLBE contracts.

We are proud to support the City's policy to further engage, support, and empower local small businesses. If Spin is chosen to participate in Spin's Shared Mobility Device Program, we will continue to utilize the City's SLBE/ELBE lists for local contracted services.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against 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. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over $50,000, the City shall:

A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:

a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or

b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or

c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.

C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

B. Current MBE or WBE certification from the California Public Utilities Commission.

C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

D. Current certification by the City of Los Angles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

AA. Contractors Certification of Pending Actions

BB. Work Force Report

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.

[X] 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: Skinny Labs Inc., dba. Spin

Certified By Alex April Title Head of Government Partnerships - US West

Name

Date 01/20/2021

Signature

Equal Opportunity Contracting
Sole Source Contracts, Cooperative Procurement Contracts
Goods/Services Contracts Under $150,000
Revised 1/1/16
OCA Document No. 1208377

The City of SAN DIEGO

[redacted]

CONFIDENTIAL

[redacted]

[redacted]

CONFIDENTIAL

[redacted]

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[redacted]

CONFIDENTIAL

The City of
SAN DIEGO

[redacted]

[redacted]

[redacted]

CONFIDENTIAL

The City of SAN DIEGO

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report[1]. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county[2]. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report[1, 3]. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.[3]

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one [1], two [2] & three [3]. These numbers coincide with the types of work force report required in the example. See below:

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial
Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional
Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical
Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales
Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services
Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts
Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers
Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation
Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers
Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

2.8 | Additional Information as Required in Exhibit B

2.8 Additional Information as Required in Exhibit B

Please see our response under Tab B.

SPIN

01.21.2021

San Diego, CA

TAB B - EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS | RFP #10089831-22-V: SHARED MOBILITY DEVICES

The City of San Diego, Mobility Department

Attn: Vanessa Delgado, Procurement Program Coordinator

1200 Third Ave., Suite 924
San Diego, CA 92101

Spin (Skinny Labs Inc.)

450 Mission St, Suite 400
San Francisco, CA 94105

hello@spin.pm
(888) 262-5189

Contact

Alex April
Head of Government Partnerships - US West

alexandra.april@spin.pm
(719) 321-1430

SPIN

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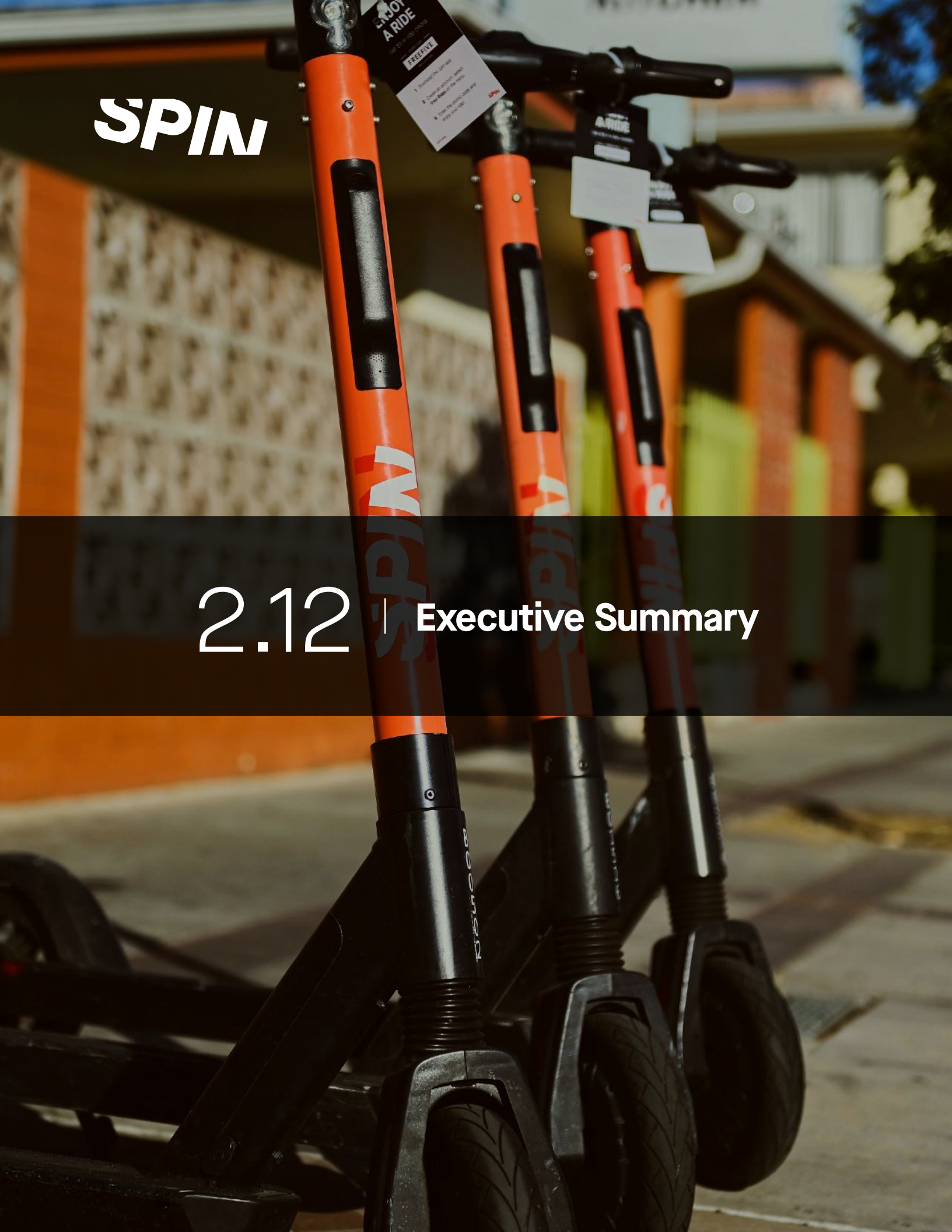


2.12 | Executive Summary

City of San Diego
Attention: Vanessa Delgado, Procurement Program Coordinator

January 21, 2022

To the Selection Committee,

Transportation is key to accessing opportunities such as employment, education, health care, and other necessities. Core to our mission is our commitment to bring greener, more accessible transportation options that serve the needs of the community in which we operate. Aligned with the City of San Diego's Climate Action Plan and Climate Equity Index, we intend to utilize our services as vehicles to strategically address climate equity while sustaining our operations as a private business. We recognize the City's desire to allocate resources for communities in need and to improve accessibility for the non-driving elderly, disabled, low-income, and other historically underserved constituents.

The City continues to be a leader in new mobility technology. Spin will strive to support San Diego by investing in solutions and promoting policies to protect the public, riders, enhance accessibility and walkability, and work alongside the staff to help implement the Vision Zero strategic plan. Spin's comprehensive proposal includes the following highlights:

- Seven form factors, including multiple models of two and three-wheeled devices equipped with seats & baskets, and the industry's first wheelchair attachments;
- Up to 30% of devices deployed in Communities of Concern;
- Continuation of 5 free 30-minute rides per day for eligible low-income residents;
- Establishment of Access Zones (automatic 25% discount) in alignment with the San Diego Promise Zone and the 2021 Climate Equity Index;
- Sidewalk detection technology on 100% of the motorized scooter fleet (S-100 devices);
- Anti-microbial handlebar grips on at least 90% of our fleet, at launch;
- Data sharing from additional sources which can provide the City with greater insights into rider behavior or demographics;
- Sobriety reaction time test, at launch;
- Transitioning our operations fleet to 100% electric vehicles by 2023;
- 100% in-house W2 Operations team members, compensated 1.4x living wage and an inclusive workforce advancement strategy in alignment with the San Diego's Office of Race & Equity objectives;
- Impactful community partnerships with San Diego community organizations, including the Asian Business Association, East Village San Diego, PATH, the Hillcrest Business Association, and the Urban Collective Project with whom we are committed to partnering to promote equitable, safe, and accessible transportation options for all.

We are proud of our history of operations in San Diego. We have workshopped with organizations like the San Diego Promise Zone Healthy Communities Working Group and the Urban Collaborative Project and partnered organizations like the East Village Association, Downtown Partnership, and Circulate to expand equitable, affordable mobility access that complements San Diego's public transit system. In a recent survey of San Diego users, 49.2% of our users identify as women or nonbinary, 68.9% identify as BIPOC, and nearly 48% of users come from households with income under $50,000. We have reviewed the requirements and are committed to operating the program within the scope of work. We believe that freedom of movement drives human progress and hope to build that same freedom with San Diego through shared mobility.

Sincerely,

Alex April
Head of Government Partnerships - US West

2.13 | Proposer's Response to the RFP

D: Key Program and Contractor Requirements

Spin acknowledges the requirements in Section D and will comply.

E: Eligibility

Spin is in good standing with all permit requirements within the City of San Diego's current SMD program.

F: Device Requirements

Spin will comply with all state or local requirements and standards. Please see Section J, Question 2 for more information on Spin's proposed devices.

G: Program Requirements

Spin will continue to comply with all program requirements set forth by the City of San Diego.

H: Proposed Municipal Code Amendments

Spin supports all proposed amendments and new sections to the Municipal Code, Sections 83.0301 through 83.0316 proposed by City Staff.

I: Operator Information

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

	1-2 Vendors (4,000*)	3-4 Vendors (2,000-2,666*)
Estimated Total Employees	70+ employees	40+ employees
Breakdown of Employees	Salaried Employees 1 - General Manager 1 - Operations Manager 1 - Operations Lead Hourly Employees 67 Employees 3 Team Leads 2 Maintenance Specialist Leads 6 Maintenance Specialists 6 Shift Leads 50 Operations Specialists (20 are part-time/30 full-time)	Salaried Employees 1 - General Manager 1 - Operations Manager Hourly Employees 37 Employees 2 Team Leads 1 Maintenance Lead 3 Maintenance Specialist s 6 Shift Leads 25 Operations Specialists (10 are part-time/15 full-time)
Vans Cargo E-bikes	10+	5+
Cargo E-bikes	3+	3+

** mixed fleet of e-bikes, 2-wheel e-scooters, 3-wheel e-scooters, and adaptive devices*

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;

Qualifications for our project team can be found below. Please note - resumes for core team members are available in the Appendix.

** core team member*

Alex April, Head of Government Partnerships: US West - Denver, CO*

As Spin's Head of Government Partnerships, US West, Alex April focuses on government outreach by engaging relationships with government and other local stakeholders. Additionally, Alex leads Spin US West's efforts to ensure that markets that we operate in remain compliant with local city requirements. With over eight years of public policy and compliance experience, Alex helps lead the way with innovative compliance solutions when working with local cities. Previously, Alex worked at Airbnb and for President Obama's presidential campaign. Alex holds a Bachelor of Arts degree from Scripps College.

Anthony Fernandez, General Manager - San Diego, CA*

Anthony leads local operations in Los Angeles, San Diego, Santa Monica, and Arizona. As a local San Diegan, he is passionate about providing an industry-leading program to the City of San Diego. Anthony has extensive experience in the shared mobility space, having managed complex programs around the country. Prior to joining Spin, Anthony held local and corporate roles at Zipcar and Razor.

Alec Rochford, Operations Manager - San Diego, CA*

Alec coordinates day-to-day operations on a local level in San Diego. Born and raised in San Diego, Alec was a member of the leadership team at Jump in San Diego before taking over operations in Sacramento. Before his years in the shared mobility industry, Alec spent time managing sales and customer service work for LifeLock and worked at local favorite Stone Brewing.

Matt Reback, Campus Partnerships Manager - San Diego, CA*

Matt manages campus partnerships for Spin's university programs: Stakeholder engagement, transportation analysis, and program customizations for college campus programs nationwide. Prior to joining Spin in 2020, Matt worked as a Transportation Engineer for the Department of Public Works in Portland, Maine, focusing on safety infrastructure improvements for cyclists and pedestrians.

Daniel Bezinovich, Community Partnerships Manager - Los Angeles, CA*

Daniel leads outreach and stakeholder engagement for Spin's community outreach initiatives. Daniel has been integral in establishing strong partnerships with community organizations, business improvement districts, and city transportation departments. Daniel was previously an urban designer, focusing on urban mobility projects. Daniel has three years' experience at Motivate, where he supported Chicago's bike share operations.

Mika Ohiorhenuan, Regional General Manager: US West - Los Angeles, CA*

Mika oversees local operations in the western portion of the United States. His focus is on delivering a world-class rider experience while ensuring that all vehicles are deployed, maintained, and serviced according to Spin's exacting safety standards. He has extensive experience managing complex operations in large cities, including San Diego. As Spin's first GM in San Diego he helped to establish operations in the city and launch scooters on UC San Diego. In 2019, in collaboration with Ford X and SANDAG, he launched Hoot Rides, a zero-emissions EV ride hail service in the City of Oceanside.

Phuong Bui, Senior Government Partneships Manager - San Diego, CA*

Phuong engages with municipal leaders across the western U.S. to deliver Spin's Partnership Promise through a holistic approach. With nearly a decade of compliance and stakeholder engagement experience, Phuong is an accountability advocate for transparency, equity, and data-driven policies. She holds a track record of advancing public-private partnerships, commerce, transportation, and land-use policies.

Kay Cheng, Head of Streets and Equity - San Francisco, CA

Kay leads Spin's Streets Program. Kay is helping cities provide safer experiences for our riders and for all people walking, biking, and rolling on the street. Prior to Spin she had a long tenure with the San Francisco Planning Department and led many of the Department's innovative projects like Groundplay, Business Zoning Check, Market Street Prototyping Festival, and the Better Roofs Program.

Ellen Gottschling, Senior Streets and Equity Manager - Chicago, IL

Ellen manages Spin's Streets Program, working closely with cities and transportation advocacy organizations to make streets safer for everyone. Ellen also manages Spin's equity programs, including Spin Access and Access Zones, which aim to increase the accessibility of our service to those who need it most. She is a trained transportation planner and designer, with experience in transportation consulting and advocacy.

Hui Wen Chan, Director of Sustainability - New York City, NY

Hui leads Spin's efforts to become carbon negative by 2025. She partners across the company to implement programs that reduce emissions from Spin's operations and vehicles, including the use of renewable electricity and clean technologies, and encourage mode shift. With nearly a decade of experience developing and managing sustainability and corporate responsibility programs, Hui is accelerating Spin's contributions in cities to a low-carbon future. Prior to Spin, Hui led ESG strategy and reporting and climate risk management at Citi.

Mike Fortier, Sustainability Associate - San Francisco, CA

Mike supports Spin's holistic sustainability strategy and goal to become carbon negative by 2025. His experience with corporate and product sustainability gives him a unique perspective that helps advance Spin's efforts to reduce the environmental impact of our operations and micromobility vehicles. Prior to Spin, Mike worked as an environmental program manager at Apple and a sustainability consultant at Arup.

Josh Johnson, Senior Public Policy Manager - Minneapolis, MN

Josh focuses on data policy and research, as well as support of Spin's equity, accessibility, and transit integration initiatives. Josh also serves as co-chair of the Open Mobility Foundation's (OMF) Privacy Committee and is a member of the OMF Strategy and MDS Working Group Steering Committees. Additionally, Josh serves on the North American Bikeshare Association's Research & Data Committee, POLIS Network's Governance & Integration Committee, and the Mobility Data Collaborative's Executive Committee. Prior to joining Spin, Josh was the Advanced Mobility Manager for the City of Minneapolis, leading the City's mobility pilots and programs.

Kyle Rowe (Alternative Government Partnerships Contact), Global Head of Government Partnerships - Seattle, WA

Kyle is responsible for Spin's expansion into new markets and advancing shared mobility policy. Previously, Kyle was a Strategic Advisor for the Seattle Department of Transportation, where he developed long-range modal plans, redesigned corridors to become complete streets, and authored the first multi-vendor, dockless micromobility policy in North America.

Ted Sweeney, Director of Government Solutions - Seattle, WA

Ted leads program design, partner engagement, and internal project management for particularly customized and innovative applications of Spin's service models, including systems with a major research element, or featuring multi-modal integration. Prior to joining Spin in early 2018, Ted led bicycle and pedestrian programs at the University of Washington (UW) in Seattle.

Luis Guerra, Director of Rider Support - Los Angeles, CA

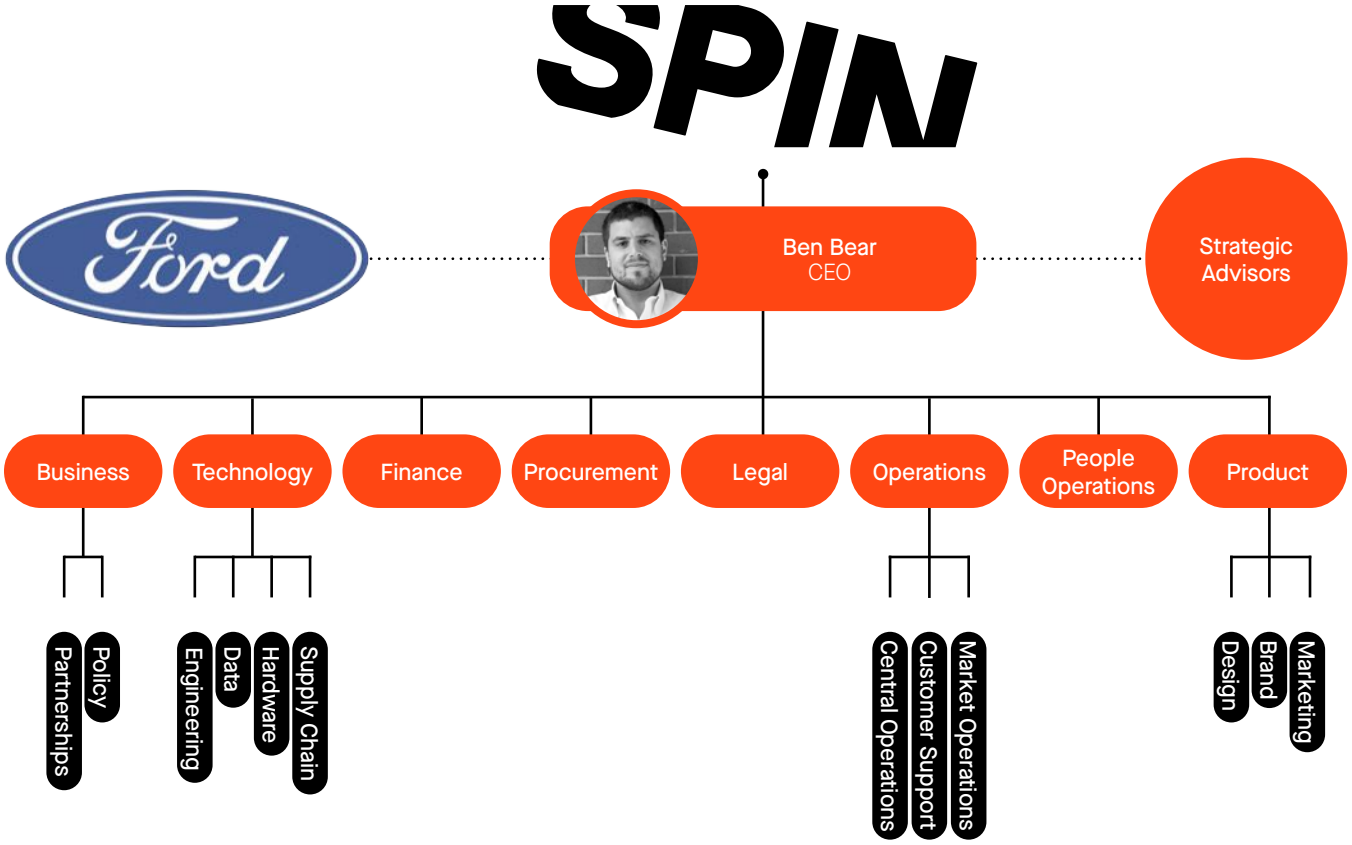
Luis leads Spin's Customer Support (CS) department and is responsible for our CS strategy and process development in all regions, including operations in the U.S., Canada, and the U.K. Prior to joining Spin in 2017, Luis led Retail Strategy and Consumer Experience at Tuft & Needle, a life-style start-up.

Phil Iwinski, Customer Support Manager - Phoenix, AZ

Phil manages the Customer Support (CS) leadership team to oversee all day-to-day CS operations including general support issues, incident reporting, time-sensitive relocations, and escalations. Phil works closely with General Managers to pull reports and ensure market requirements are met on the customer support side. Prior to joining Spin in 2019, Phil launched retail expansion at Tuft & Needle and opened six stores, before shifting from the home-and-life-style industry to micromobility.

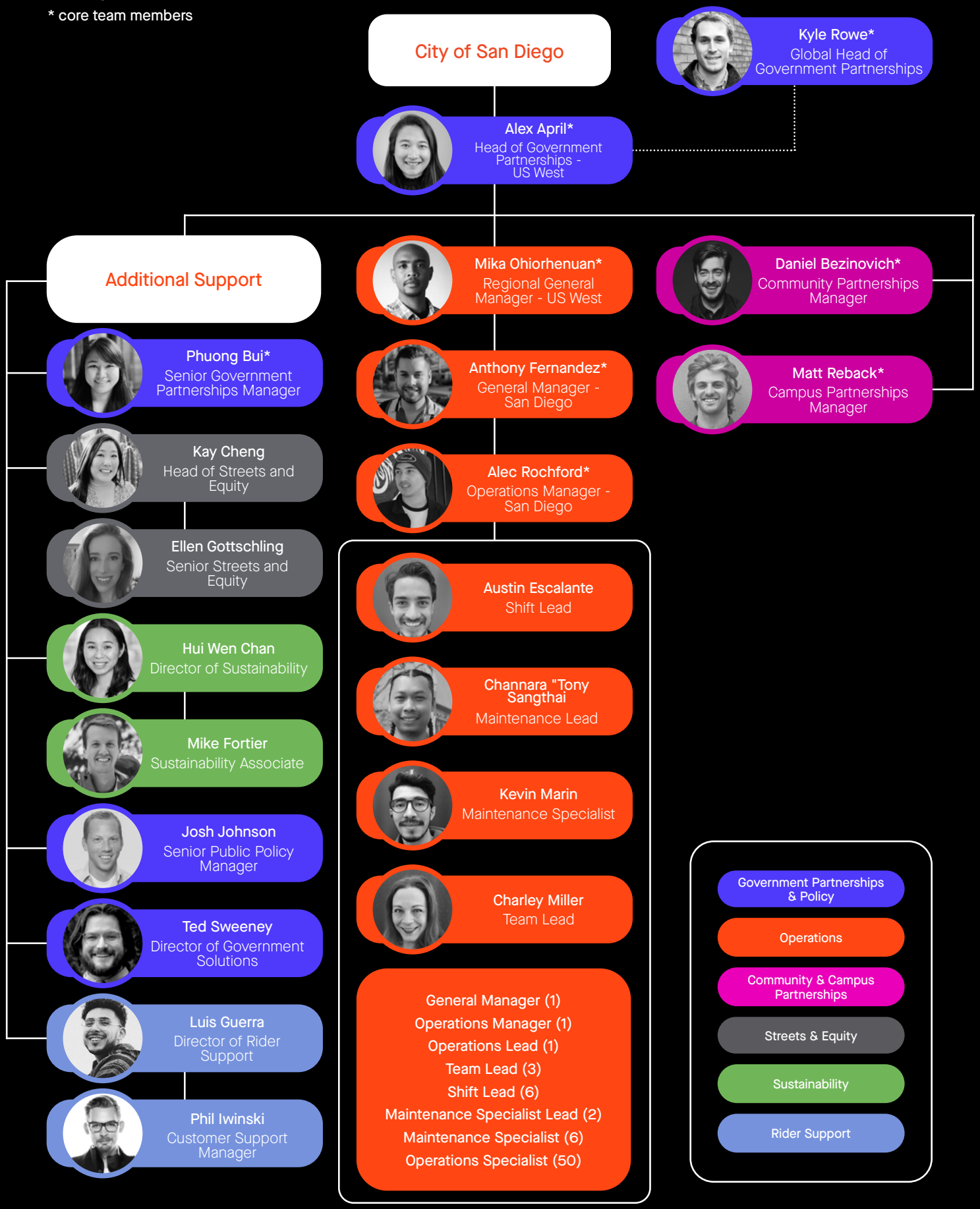
3. Include an organization chart that includes the corporate team, as well as the local team;

Company Structure



Management and Team Structure

* core team members



4. Provide the length of corporate operation, and related or ancillary business operations beyond shared mobility systems.

We were founded in 2016 and have been providing access to shared mobility systems for five years. Our parent company, Ford Motor Company, was founded in 1903 and offers a wide range of mobility-related products including: designing, manufacturing, marketing, financing, and servicing scooters, bikes, electrified vehicles, cars, SUVs, trucks, connectivity, autonomous vehicles, parking, consumer experience, data, and analytics.

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;

Point of Contact for Contracting: Alex April

Point of Contact for Financial Responsibility of Local Administrative Actions or Fees: Alex April

Points of Contact for City operations and Daily Coordination: Anthony Fernandez and Alec Rochford

6. Provide information on the location of local warehouse(s) for maintenance and charging, and any other location(s) associated with operations;

As a subsidiary of Ford Motor Company, we utilize centralized warehouses for charging and maintenance and only in-house W-2 employees to conduct maintenance, charging, deployment, and rebalancing. All charging in our warehouses uses 100% renewable electricity from San Diego Community Power.

Our current warehouse is at the following address:

5131 Santa Fe St. Unit C/D, San Diego, CA 92109

If we are chosen to continue to operate within the City of San Diego with a larger fleet, we may require supplemental warehouse space close to the current warehouse, or relocate into a larger facility altogether. Our Warehouse Operations team works directly with our parent Ford Motor Company; therefore, all new warehouse spaces must be approved by Ford.

When choosing a warehouse, Spin and Ford consider many factors such as:

1. Proximity to high deployment zones to keep these areas clutter-free while also keeping Operations vehicle emissions low;
2. An open layout to maximize efficiency and decrease labor hours in the warehouse, so we can service deployment areas faster;
3. HVAC/conditioned space to increase employee safety and satisfaction; doing so reduces turnover and fatigue;

[redacted]

[redacted]

[redacted]

[redacted]

CONFIDENTIAL

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).

Please see our history below in San Diego. Additionally, please note the dip in device deployments and utilization due to the COVID-19 pandemic.

August 1, 2019 - January 31, 2020

Fleet cap: 1,000

Average number devices deployed by month: 302

Average utilization rate of devices deployed (average rides per day per device): 1.38

February 1, 2020 - July 31, 2020

Fleet cap: 1,000

Average number devices deployed by month: 335

Average utilization rate of devices deployed (average rides per day per device): 0.78

August 1, 2020 - January 31, 2021

Fleet cap: 1,000

Average number devices deployed by month: 676

Average utilization rate of devices deployed (average rides per day per device): 0.49

February 1, 2021 - July 31, 2021

Fleet cap: 1,000

Average number devices deployed by month: 850

Average utilization rate of devices deployed (average rides per day per device): 0.51

August 1, 2021 - present

Fleet cap: 1,500

Average number devices deployed by month: 1,176

Average utilization rate of devices deployed (average rides per day per device): 0.40

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.

There is a current outstanding lawsuit (Montoya, et. al. v City of San Diego) brought by several individuals against the City of San Diego, alleging that the City failed to maintain the accessibility of its system of public sidewalks, curb ramps, crosswalks and transit stops for people with disabilities after the introduction of dockless vehicles to the City, in violation of the Americans with Disabilities Act (ADA). Few of the specific complaints involved our devices, and at no time was Spin a named defendant in the Montoya lawsuit. However, the City has filed a separate lawsuit against numerous shared mobility device companies, including Spin, for payment of expenses incurred in the City's defense and settlement of the Montoya lawsuit. We and the other shared mobility companies are finalizing a settlement of the indemnity action, and Spin is actively and diligently working with the City to determine the best ways to address ADA concerns moving forward. There are no other material citations, fines or legal actions relating to compliance with State or local regulations in 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.

Spin is an independent, wholly owned subsidiary of Ford Motor Company's Ford Mobility LLC. Ford Mobility LLC's address is 1 American Rd Dearborn, MI, 48126-2701.

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.

Spin is an independent, wholly owned subsidiary of Ford Motor Company's Ford Mobility LLC. Ford Mobility LLC's address is 1 American Rd Dearborn, MI, 48126-2701.

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.

Spin only uses in-house W-2 employees to manage its local operations like maintenance, deployment, rebalancing, community engagement. Spin does not use subcontractors or 1099 employees to manage our operation in San Diego.

In accordance with the City of San Diego's Small Local Business Enterprise (SLBE) Program, Spin has signed contracts with two subcontractors for janitorial and electrical services to the local warehouse. Please see Tab A, Section 2.4: Equal Opportunity Contracting Forms for more information.

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.

We are wholly owned by Ford Motor Company, founded in 1903 and one of the largest publicly listed automakers in the world. As a wholly owned subsidiary of a publicly traded company, we are not permitted to provide non-public financial information to maintain compliance with the US Securities and Exchange

Commission disclosure laws and Ford internal policies. We believe that being part of a company that is routinely listed in the Fortune 500 list of America's largest companies gives us a financial advantage over competitors in our industry. To view Ford's publicly available financials, please visit https://shareholder.ford.com/investors/financials-and-filings/default.aspx. Please note that we are part of Ford's "Autonomous Vehicle Segment" ("Ford AV"). Ford Motor Company generated nearly $3 Billion of Earnings Before Interest and Taxes (EBIT) on $127 Billion of Revenue in 2020 and has served customers for nearly 120 years. Ford Motor Company debt has been guaranteed by the US government. Ford carries a large amount of debt due to its normal course of operations utilizing leverage for working capital needs and for the capital-intensive nature of the automotive industry. Ford has allocated substantial capital to Spin, as its micromobility subsidiary, and will continue to do so for the foreseeable future. The Spin subsidiary carries no debt. We do not employ subcontractors to manage local operations. Ford's consolidated cash flow sheets can be found in the Appendix.

14. Clearly outline the methodology, approach, and capacity to meet insurance and indemnification requirements of the City of San Diego.

Spin consults with Ford Motor Company's Corporate Insurance team on the procurement of Spin's corporate insurance policies to protect company assets and meet contractual obligations. Spin also works with a large insurance brokerage firm on the placement of these policies to align with insurance requirements broadly required across the shared mobility industry. This includes analysis of required Commercial General Liability (CGL), Commercial Auto Liability, Workers' Compensation, Professional Liability (E&O), and other policies as locally required by permit regulations and/or ordinance. Spin uses this methodology for the numerous markets where we operate domestically and internationally. Spin currently has in place the following insurance policies as held by the respective carrier in parentheses. As a result, Spin is able to meet the enumerated insurance policies in the amount and type required per Article VII of the RFP's Terms and Conditions.

- General Liability Insurance - (Apollo/Lloyd's of London); $1,000,000 per occurrence; general aggregate twice the occurrence limit
- Commercial Auto Liability - (Liberty Mutual); $1,000,000 combined single limit (CSL)
- Workers' Compensation - (Liberty Mutual); $1,000,000 - statutory requirements
- Professional Liability/Errors & Omissions - (Chubb); $1,000,000 occurrence/ $2,000,000 aggregate

Through the above referenced policies and sound financials, Spin is able to meet the City of San Diego's Indemnification requirements.

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.

We voluntarily withdrew services from Austin, TX and St. Louis, MO and chose not to apply for renewals due to concerns with the financial sustainability of the market, utilization, and the underlying regulatory framework. The market was oversaturated with shared, free-floating devices because the City did not cap the number of vendors that could participate in the program. Prior to withdrawing, we engaged with city staff, elected officials, and community members for over six months regarding regulatory changes. At the time, the City was not interested in issuing a competitive RFP where we could offer long-term investments. We notified users and city partners before withdrawing and ensured compliance with regulations. In addition, all devices were removed and all fees were paid on schedule. We continued to stay in touch with the City after withdrawing to address any miscellaneous concerns.

We believe that withdrawal from saturated markets is a responsible decision, not only for the business but for residents and visitors sharing the public rights-of-way.

16. Include three (3) references of municipal staff members who may offer insight into the company's performance, operations, and compliance history.

SALT LAKE CITY, UT

Jon Larsen, Director—Transportation Division

jon.larsen@slcgov.com

801-535-6630

PITTSBURGH, PA

Kim Lucas, Acting Director—Department of Mobility and Infrastructure

kimberly.lucas@pittsburghpa.gov

916-808-5913

WASHINGTON D.C.

Sharada Strasmore, Shared Micromobility Planner—District Department of Transportation

sharada.strasmore@dc.gov

202-497-4709

J: Equipment Specifications and Information

1. If proposed, provide a description of the proposal for a 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.

Variety of Devices

To serve diverse abilities and preferences, we anticipate offering seven form factors. If we develop additional form factors over the contracting period, we will prioritize a rollout in San Diego. We will offer a combination of deployed and on-demand delivery services.

City	Service Model	Anticipated Timeline	Seat	Basket	Wheels	Estimated Concentration
S-100 8th edition	• Deployed	• 2022/2023	Optional*	Optional*	2	75%ǂ
S-100 7th edition	• Deployed	• At Launch	x	x	2	
S-300 1st edition	• Deployed	• At Launch	✓	✓	2	15%
S-100 7th edition + seat + basket	• Deployed • On-Demand Library Delivery	• At Launch • At Launch	✓	✓	2	10%
S-200 1st edition + seat OR basket	• On-Demand Library Delivery • Deployed*	• At Launch • 2022/2023	Optional*	Optional*	3	
Sporty	• On-Demand	• At Launch	✓	✓	3	
Rio	• On-Demand	• At Launch	x	x	1	

* *Demand will determine whether the adaptive aspect of S-200 1st Edition will be a seat or a basket*

ǂ *Vehicle will be efficiently and safely phased in to maximize sustainability*

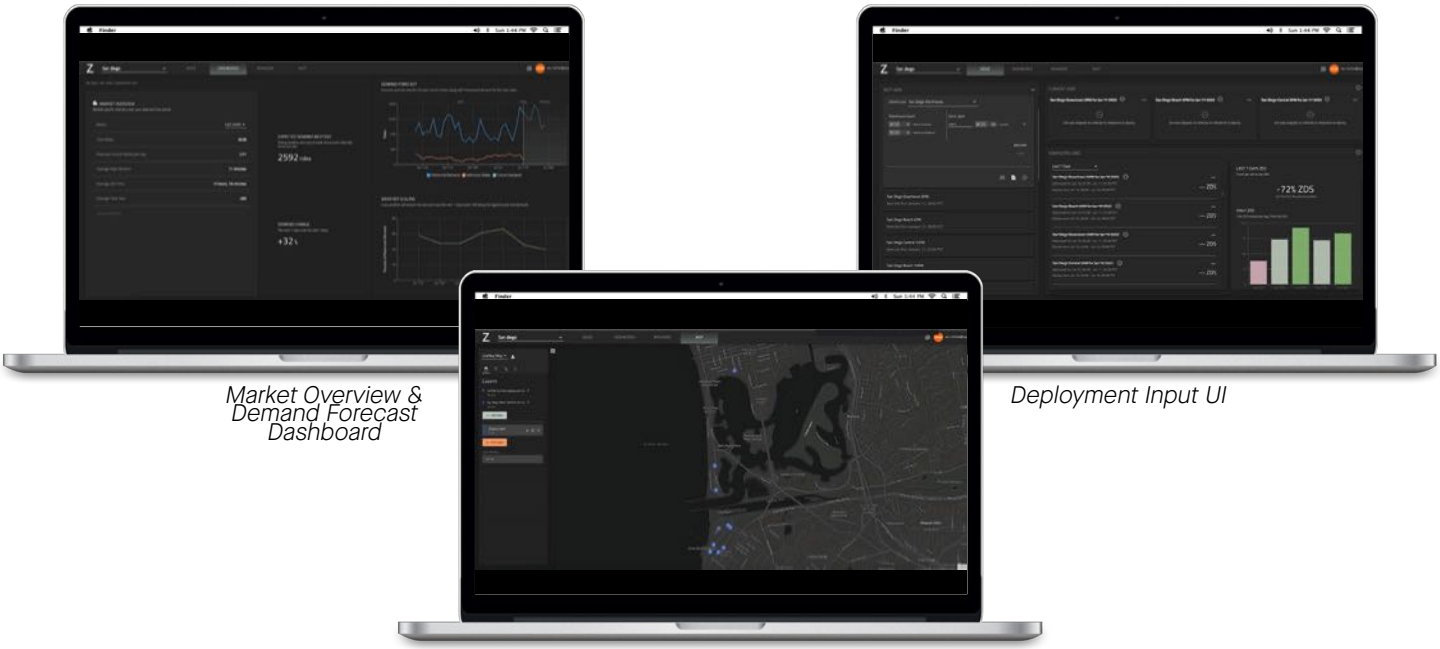
Approach to Deployment

Data Driven

We partner with Zoba, a third-party software company, that provides customized deployment location recommendations derived from demand patterns. Their algorithm ranks our proposed deployment points, which gives us valuable feedback to share with the City and suggests new locations or adjustments to our deployment. We also have the ability to collect and review new deployment recommendations from the community, to assess demand and substantiate the need to ensure devices are at the suggested location(s).

Our team can easily access and review new deployment location recommendations using a series of dashboards, which includes a suite of maps used to make tactical-level decisions about our markets. Those maps include:

- **Forecasted Demand Maps** that show how many rides our third-party provider predicts will occur per hour on a city block-level;
- **Circulation Maps** that show how users will naturally drain and supply different areas of the City with devices;
- **Complementary Transportation Mode Maps** that show how many transportation alternatives (including walking, public transit, rideshare, etc.) exist in an area; and
- **Optimization Maps** that show where to rebalance or deploy devices to maximize rides for a given time period in the near future.



Market Overview & Demand Forecast Dashboard

Deployment Input UI

Optimization Map

Additionally, we use historical trip data—typically six to eight weeks' worth—to project future deployment locations and demand. This algorithm combines the origin and destination of each trip with utilization velocity to infer demand patterns in a city. The algorithm's complex analysis recommends locations where devices have the highest likelihood of subsequent future trips, colloquially known as 'stringing' together rides. A few of the core factors that drive this analysis include historical trips, weather, time of day, and day of the week. This critical information along with community engagement helps shape how and where we provide our service.

Community Engagement

Community engagement is top of mind, so we aim to provide a service that anticipates and fulfills city and community transportation needs. One way we gather feedback from the community is through our Community Mapping Tool, an interactive online map that enables the public to provide input on where they would like to see devices deployed, preferred parking areas, and no-ride zones.

We plan to work with small business partners to find ways to enhance their neighborhoods and draw foot traffic to their offerings. We remain responsive to business-owner needs, modifying deployment plans for special events, developing co-promotional marketing campaigns, and fostering creative partnerships. We will work with all respective organizations and stakeholders to provide local small businesses—particularly in communities of concern—with promotional opportunities to generate economic activity, by:

- Strategically placing devices in locations that allow merchant employees and customers affordable and direct access to local businesses;
- Incentivizing parking near underserved merchant corridors, leading to increased foot traffic for their small businesses; and
- Promoting local business through various marketing channels, including our website, social media, email, and recently launched podcast.

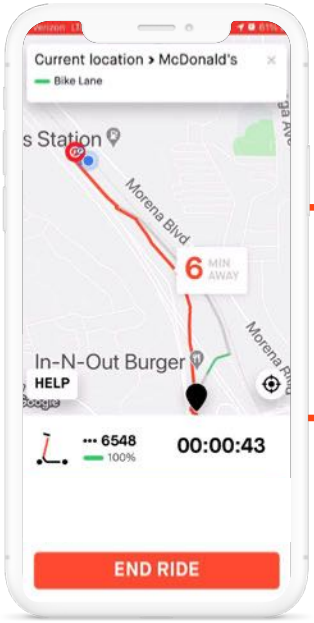
We hope to expand this type of partnership to additional merchant corridors and neighborhoods.

We have the support of multiple local organizations including: the Regional Chamber of Commerce, Downtown San Diego Partnership, the Hillcrest BIA, the East Village Association, the Adams Avenue Business Association, and El Cajon Boulevard Business Improvement Association.

Infrastructure

To enhance convenience and encourage usage of over 1,715 miles of bikeways in the region, we will deploy near bike facilities where possible. Since 2020, thousands of users have leveraged our Destinations feature (pictured right), which enables the user to enter or tap on a destination and a route will display on the in-app map. This route leverages bikeway infrastructure to provide users with the most efficient and safe route to get to their destination.

Additionally Spin commits to placemaking and working with BIDs to fund creative infrastructure projects that complement the SMD ecosystem in commercial areas.



Destinations Feature: Showing Routes Leveraging Bike Infrastructure In-App

Ongoing Rebalancing

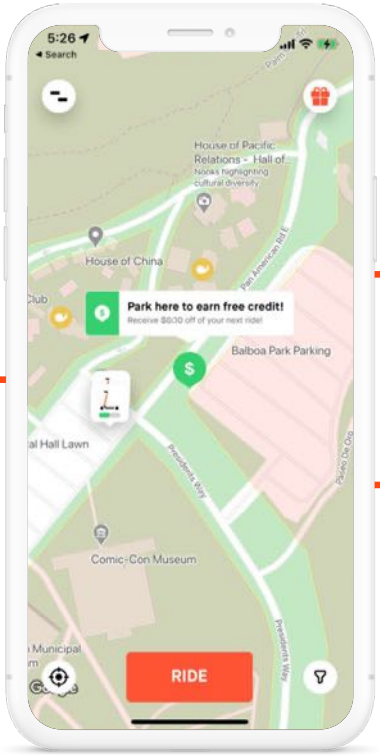
On top of the morning deployment, our Operations team will continuously rebalance throughout the day (24/7) with sweeps of the entire city, especially high demand and busy pedestrian traffic areas like Downtown, Pacific Beach, Ocean Beach, Mission Beach, and North Park. This tactic keeps the streets and sidewalks safe for locals and keeps us in compliance with local regulations such as the maximum corral requirements.

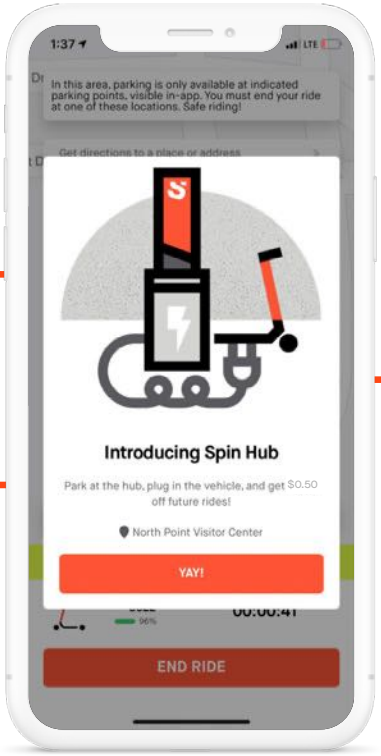
To address accessibility concerns, we have also partnered with Lazarillo, a smartphone application for the blind and visually impaired which guides users through their city and built environments with real-time voice messages and connects users with businesses and other destinations. This innovative partnership provides us with aggregated and anonymized heatmaps visualizing the travel patterns of over 10,000 Lazarillo users across ten cities helping us to inform our deployments and identify possible designated parking zones.

Additionally, we will integrate with Lazarillo's app to identify locations of our vehicles to inform the guidance provided to their users as they navigate the city, as well as connect to our support team to identify and address mis-parked vehicles.

Incentivized Parking

Our Preferred Parking Spots (PPS) feature helps guide parking away from oversaturated areas, based on real-time data and feedback from our city and community partners. The map in our mobile app clearly shows riders where they can earn ride credit by ending their trip at a PPS location.





Other Data Tools for Enhanced Utilization and Management

Equitable Distribution Through Automated Alerts

We utilize an automatic alert system, along with our local team's expertise, to monitor the deployment, distribution, and orderly parking of our vehicles. We can easily identify the number of devices at a corral and determine rebalancing needs to comply with a maximum number of 4 devices per parking location.

Optimizing Vehicle Miles Traveled

We utilize computer algorithms to automatically calculate the most efficient routes for Operations Specialists deploying or rebalancing vehicles city-wide. This is especially valuable in markets like San Diego where swappable batteries are used, as the complexity of decisions increases exponentially—which devices to swap, at what battery level, and where to place that device, in a logical route. We also utilize Samsara, a fleet management tool, to capture daily usage data including cargo van VMT. Using Samara, we can identify the number and length of all non-revenue trips. These various data tools ensure that we minimize the environmental impact of operational vehicle miles traveled.

Sensors and Diagnostic Maintenance Alerts

Devices which self-detect a fault, or which are reported to have any issue, are immediately disabled from rental. Powered by the Spin Insight system, our deployed devices feature over two dozen diagnostic sensors and advanced onboard microprocessors to identify 55 different error states throughout critical systems. If any are detected, devices can be automatically disabled, and our fleet managers will receive an alert for reactive maintenance. For faults that cannot be auto-detected (e.g., vandalism through spray paint), vehicles will be remotely locked by operations staff upon notification. We provide multiple channels for vehicle relocation requests including email, an in-app interface, our website, and a 24/7 contact number. This phone number is clearly visible on our devices, and we will equip the device with Braille stickers. Our Customer Support channels can easily be found in-app and on the website. The City and local police department will also have a dedicated phone number to contact us in case of emergency. Our local Operations team will inspect the safe working order of all devices during rebalancing and will make them unavailable if any need maintenance.

Other Business Operations

Our commitment to community means we hire directly from community non-profits and workforce development organizations. Spin plans to work with the City's Office of Race & Equity to ensure our workforce recruitment and engagement strategy aligns with the City's goals and objectives. Employees receive unconscious bias and inclusion training on an annual basis. Spin also commits to participating in or hosting a job fair in San Diego to extend employment opportunities to San Diegans. In San Diego, we'll work with workforce organizations like the San Diego Workforce Partnership, Father Joe's Villages, PATH, and Project Equity. We value strong relationships with the communities in which we operate, and hope to build that relationship with yours. One hundred percent of the San Diego Operations team at Spin is now, and will be, W2 employees. Moreover, Spin's newly hired staff will receive training and have opportunities for promotion throughout the company.

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.

S-100 | S-100 Adaptive | S-200 | S-300 | Sporty | Rio

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.

S-100, S-200, and Sporty are capable of speeds up to 15 mph. The Rio wheelchair attachment is capable of a maximum speed of 12 mph.

b) For bikes and e-bikes, as applicable, Contractor shall ensure that devices are limited to maximum speeds as defined in state law.

S-300 is compliant with state law and is capable of pedal assist speed of up to 20 mph.

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.

All models of the S-100, S-200, S-300 are connected to associated wireless communication and are capable of adhering to geofencing criteria as defined by the municipal code. The Sporty and Rio wheelchair attachment are not equipped with wireless communication and will not be capable of adhering to geofencing should the user attempt to use the devices in prohibited areas. The City and County of San Francisco has allowed for the deployment and delivery of adaptive devices without geofencing in order to increase the use of adaptive devices. We have never received a complaint from the general public or SFMTA about adaptive device usage in prohibited areas.

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.

S-100: This device is equipped with a front headlight with 500 feet of visibility and a rear tail light with 600 feet of visibility. In both the front and the back, it has dual-side reflectors, making the device more easily visible at night from the sides. This device is equipped with dual hand brakes.

S-200: This device is equipped with a front headlight with 500 feet of visibility and a rear tail light with 600 feet of visibility. In both the front and the back, it has dual side reflectors that are visible from 600 feet away. S-200 also has turn signals, an up- and-coming feature in the micromobility industry. This device is equipped with a triple braking system of dual hand brakes, parking brake, and regenerative brake.

S-300: This device is equipped with a front headlight with 500 feet of visibility, a rear brake light, and reflectors on the fender for added visibility. The visibility from the rear is a minimum of 500 feet. The wheels and tires are outfitted with spoke reflectors and reflective sidewall, which increase visibility due to the added reflective surface area. This device is equipped with dual hand brakes.

Sporty: The Sporty comes equipped with turn signals, LED front headlights with 500 feet of visibility, and rear brake lights with 600 feet of visibility. This device is equipped with dual hand brakes.

Rio: The Rio is equipped with two 10 lux LED headlights and no red light in the rear because the device is designed to be attached to the front of manual wheelchairs. Most manual wheelchairs do not come equipped with a red light on the rear. Regardless, community feedback indicates the Rio can be a useful tool in expanding mobility options. This device is equipped with dual hand brakes.

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.

We affirm.

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.

Spin Insight Level 2 (sidewalk detection technology) will be added to all applicable models with capabilities outlined. This means that devices with this technology can immediately detect when riding on the sidewalk, bike lane, or street. When a device is ridden on a sidewalk, the device can slow down or come to a complete stop while a verbal notification is emitted to the user and those around them. In a bike lane, the device will emit a bike bell sound to notify private bike riders that an electric device is near them.

b) Contractor shall employ geofencing technology to ensure operating behavior.

S-100 two-wheeled device (adaptive and non-adaptive models), S-200 three-wheeled device (adaptive and nonadaptive), and S-300 e-bikes will employ geofencing technology to ensure operating behavior.

The Sporty three-wheeled device and Rio wheelchair attachment will not be equipped with geofencing technology. The City and County of San Francisco has allowed for the deployment and delivery of adaptive devices without geofencing in order to increase the use of adaptive devices. We have never received a complaint from the general public or SFMTA about adaptive device usage in prohibited areas.

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.

S-100 two-wheeled device (adaptive and non-adaptive models), S-200 three-wheeled device (adaptive and nonadaptive), and S-300 e-bikes will adhere to wireless communication and cell signal requirement, as they are connected to the Spin App.

The Sporty three-wheeled device and Rio wheelchair attachment will not be equipped with cellular communication access and cellular signal. The City and County of San Francisco has allowed for the deployment and delivery of adaptive devices without such technology in order to increase the use of adaptive devices. We have never received a complaint from the general public or SFMTA about adaptive device usage in prohibited areas.

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.

We affirm each device will be individually numbered with a unique identification number 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.

We affirm that every device will have a numerical, unique reference number printed in 88 point front down the stem and on both external facing sides. If space permits, we will also locate space on the rear of the device to apply a numerical reference decal. Decals will be reflective.

f) Contractor is responsible for printing and affixing all device labels and similar attachments at its own cost.

We affirm that all devices will be equipped with labels.

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.

We confirm that Spin's stand-up and sit-down scooters will be equipped with Spin Insight Level 2 (sidewalk detection technology). Scooters with this technology will immediately detect when riding on the sidewalk, bike lane, or street. When a scooter is ridden on a sidewalk, the scooter can slow down or come to a complete stop while a verbal notification is emitted to the user and those around them. In a bike lane, the scooter will emit a bike bell sound to notify private bike riders that an electric scooter is near them.

4. Sizing, and comfort and easy to use by a wide range of users

S-100: Features a dual-shock suspension that reduces the force of shocks from rough road surfaces by 60% to 70%. The best-in-class brake system, detailed below, makes it a great choice for beginner users as well as long-time fans.

S-200: Provides added stability over conventional scooters because it has three wheels rather than two. It is therefore better suited for users who can stand upright but have difficulties maintaining their balance. S-200 features a robust suspension system that increases rider safety on uneven roads, as well as turn signals.

S-300: Provides the convenience of modern pedal-assisted riding with automated 4-speed gearing in the familiar form-factor of a bicycle with an extended range of up to 100 miles on a single battery charge. The automated gearing makes the bike ride safer and more comfortable, because riders do not need to worry about shifting and can focus on steering. S-300 has a height-adjustable, comfortable seat that allows a wide range of rider heights (between 5 and 6.3 feet) to ride in an ergonomic pedaling position. In order to free the rider's hands, S-300 is equipped both with a wireless smartphone charging holder as well as a spacious cargo basket that can support loads up to 25 pounds (roughly four gallons of milk).

Sporty: The Sporty has a number of unique features that support ease of use by a wide variety of users. It has a low center of gravity, larger frame, wider and more supportive seat with a seat-back, adjustable steering height, and three wheels (one in the front and two in the back) to provide better control and stability.

Rio: To accommodate the needs of wheelchair users, we also plan to offer the Rio Mobility attachment, which serves as an attachable motor capable of powering a manual wheelchair. To ensure control functions are easy to use and within reach, the thumb throttles are quadriplegic-friendly and reverse-capable. The multipurpose and easy-to-read display includes a speedometer, odometer, battery levels, and power levels.

5. Tire type and wheel size

S-100: With 45mm of tread, S-100's dual-shock suspension reduces the force of shocks from rough road surfaces by 60% to 70%. In a 310 mile road test, our wheels were robust with no change to structural integrity or loose screws. Puncture proof, the 10 inch wide polyurethane-filled rubber tires are resilient against repeated impact and extreme temperature with no degradation and require no air, meaning riders will never experience a flat tire.

S-200: Equipped with three 10 inch puncture proof tires, S-200 can better withstand different road conditions due to its enhanced suspension and larger wheelbase. In a 310 mile road test, our wheels were robust with no change to structural integrity or loose screws. The 10-inch wide polyurethane-filled rubber tires, proven resilient against repeated impact and extreme temperature with no degradation and require no air, meaning riders will never experience a flat tire.

S-300: This device is equipped with 26 inch puncture-resistant tires, spoke reflectors, and reflective sidewalls; the added reflective surface area increases visibility.

Sporty: Sporty comes equipped with a front 12 inch and two rear 11 inch pneumatic tires. The primary advantage of large air-based tires is the absorption of shock from uneven terrains, leading to smooth and less bumpy rides. The thicker tread on these large tires also provide more traction over uneven surfaces.

Rio: This wheelchair attachment is equipped with 12.5 inch tires, 2.5 inches larger than the commonly used 10 inch tires of most scooters.

6. Brake types

S-100, S-200, and S-300 wirings are all internally routed, which decreases the likelihood of tampering and damage to brake lines and other vandalism.

S-100: We made exceptionally safe brakes a top priority for S-100, as independent research (US Consumer Products Safety Commission) indicates that nearly 43% of e-scooter injuries are associated with braking issues. S-100's two separate brake levers control a mechanical drum brake in each wheel, and an electric regenerative brake. These three independent braking systems stop a user traveling at 15 mph in under 15 feet—30-50% shorter than other operators' devices—and provide redundancy in the case of brake failure. Tested through repeated actuations and grades up to 14%, S-100's brakes maintain 80% of their stopping power after 35,000 test cycles.

S-200: This device is equipped with triple braking systems: front and rear drum brakes, parking brake, and regenerative braking. S-200's two separate brake levers control a mechanical drum brake in each wheel, and an electric regenerative brake. These three independent braking systems stop a user traveling at 15 mph in under 15 feet—30-50% shorter than other operators' devices—and provide redundancy in the case of brake failure. Tested through repeated actuations and grades up to 14%, S-200's brakes maintain their stopping power after 35,000 test cycles.

S-300, Sporty, Rio: These devices are equipped with a dual hand braking system of front and rear drum brake.

7. Motor systems including batteries

All deployed devices offered in San Diego have the same swappable long-range battery. This simplifies and improves the efficiency of operations. Safety certified to the leading standards (UL 2271, UL 2272, EN 62133, UN38.3, and with IPX7 proofing), the swappable battery is safely encased in the devices' reinforced battery compartment, and has passed multiple load bearing, fatigue, and drop tests, including the application of 1,100 pounds directly to the battery compartment door for five minutes.

Only Spin's in-house employees can open the battery compartment, avoiding the tampering vulnerabilities created by outsourcing battery swapping to customers or contractors.

S-100: This device is equipped with a 350 watts motor and a UL2271-certified long-range swappable lithium-ion battery with a range of up to 31 miles and a maximum speed of 15 mph. In 2022, 50% of our fleet will be equipped with a longer range battery up to 60 miles per charge.

S-200: This device is equipped with a 350 watts motor and a UL2271-certified long-range swappable lithium-ion battery with a range of up to 31 miles and a maximum speed of 15 mph.

S-300: This device is equipped with a 350 watts front-wheel motor for pedal assist and a UL2271-certified super long range swappable lithium-ion battery with a range of up to 100 miles in pedal-assisted mode and maximum speed of 20 mph.

Sporty: This device is equipped with a 500 watts motor and 48 volts battery with a range of up to 21 miles and maximum speed of 15 mph.

Rio: This device is equipped with a 350 watts, 36 volts geared brushless hub motor. The battery is swappable with a 15 mile range and maximum speed of 12 mph.

8. Anti-theft and vandal resistant hardware and components

Collaboration with our manufacturing partner has led to robust anti-theft and vandal-resistant designs for deployed devices: S-100, S-200, and S-300. Spin has also put in place a variety of mechanisms to keep our vehicles safe while on the streets, and to discourage potential theft or vandalism. These mechanisms include:

1. Security bolts with proprietary heads to keep vandals and thieves from easily disassembling the vehicle;
2. Internally routed power and communication lines as well as brake cables to guard against intentional and unintentional damage;
3. Audible alarms triggered by vehicle movement when locked to forestall tampering and theft;
4. Authentication between vehicle subsystems (battery, motor controller, telematics unit, etc.) to thwart hacking and theft;
5. Battery-specific authentication to prevent stolen batteries from outputting power for other applications when stolen; and
6. Battery pack with cells fully encased in resin ("potted") for shock resistance and as a theft deterrent, making disassembly for individual cells impractical.

9. Unique amenities

Antimicrobial Grips: Both adaptive and non-adaptive models of S-100, S-200, S-300 will come equipped with anti-microbial handlebar grips that significantly inhibit the growth of disease-causing particles. The proprietary material kills contagions, reducing the risk of harmful transmissions. Verified by SGS, the world's leading verification and certification company, Spin grips have 99.9% efficacy.

Sobriety Test: Our mobile app curbs intoxicated riding by requiring users to pass a reaction test that gauges the effect of alcohol impairment. Scientific research shows that human reaction time is decreased by 120ms when their blood alcohol content reaches the legal limit of 0.08%. If our reaction time test shows that a user's reaction is delayed significantly compared to what is statistically expected for a sober person, our app warns users that they are not fit to ride and blocks them from starting a trip.

S-100: S-100 keeps not only the rider safe, but also pedestrians and bicyclists around them. S-100 is equipped with 30 different sensors, a high precision GPS, a forward-facing camera and Spin Insight Level 2 technology made possible by onboard computer vision and artificial intelligence (AI) systems. This allows each S-100 vehicle to distinguish, in real-time, sidewalk, bike-lane, and street riding. Our Spin Insight Level 2 technology directly responds to the sidewalk riding concerns of many communities.

With over 95% accuracy, it allows the scooter to instantly detect when a user is riding on the sidewalk, and immediately alerts the rider using the speaker on the scooter as well as a push notification on their phone. The scooter reports this incident to our Operations team, which can enforce user accountability by issuing citations and fines. Audio alerts not only remind the user of the violation, they warn surrounding pedestrians of the approaching device. Spin Insight Level 2 is also capable of reducing the speed of the vehicles while it is being ridden on the sidewalk. Together, these features incentivize users to ride in the street or in bike facilities.

In addition to baskets on the adaptive fleet of S-100, any S-100 can also be equipped with a front basket hook (pictured below) that provides a maximum load capacity of 22 lbs. This practical accessory will allow riders to attach a small bag or purse to the front of their Spin device for safety and convenience.

Optional basket hook

S-200: This adaptive device features Spin Valet, our cutting-edge technology for remotely repositioning our devices. The device has a high-precision GPS, front- and rear-facing cameras, a retractable parking brake, turn signals, and a remote-controlled wheel servomechanism (or "servo"). This motor-driven system with feedback enables us to move the S-200 about remotely.

- *Repositioning improperly parked devices*: With groundbreaking Spin Valet remote operation capabilities, we can remotely reposition S-200 safely at 3mph to correct bad or incorrect parking, within seconds after a ride ends. This lets us resolve obstructions, such as devices blocking sidewalks or pedestrian walkways, ADA access ramps, residential or business entrances, or public transportation stops.
- *Concentrating nearby devices*: In busy urban areas, riders often finish their rides within two blocks from each other. Spin Valet allows us to reposition devices parked throughout a block quickly into an orderly row—keeping our deployments neat, orderly and proximate.
- *Moving devices from low- to high-demand areas*: If a device is parked in a less-frequented area, we can remotely reposition it to locations withof higher demand. In a study from the Massachusetts Institute of Technology (MIT), researchers evaluating "self-repositioning devices" used data from dockless bikeshare systems to model the potential impact that self-repositioning or tele-operating capabilities such as Spin Valet could have on increasing utilization. They found that "the availability of self-repositioning capabilities can help achieve up to 10 times higher utilization of vehicles than possible in the current bike-share system."
- *Increasing reliability with hailing*: One of the biggest pain points for our riders is not having a device conveniently located nearby. Spin Valet will eventually allow a rider to "hail" an device several blocks away to their desired pick-up location.
- *Charging battery-depleted devices*: Last year, we began deploying devices with swappable batteries. This helps reduce our carbon footprint and increases our workforce efficiency, but it still requires us to send our local team out on vehicles to swap out and collect batteries. Spin Valet will eventually allow us to tele-reposition devices to a Spin Hub charging station to recharge—all done remotely.

S-300: The S-300 e-bike has a secure phone holder that has wireless charging, allowing the user to have their phone right in front of them for navigation. Our mobile app has a Destinations Tool which enables the user to select a destination and have a route suggested on the in-app map immediately. This route will leverage bike lane infrastructure to provide users with the most efficient and safest route to get to their destination.

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[redacted]

26" Puncture-Resistant Tires With Safety Reflectors

Pedal Assist Up To 20mph With A 350W Motor

[redacted]

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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.

If selected to participate in the new program, the City should be confident that Spin will take our commitments seriously and endeavor to exceed the City's compliance expectations. We are proud to offer San Diego a suite of new technologies, programs, and services that, taken together, deliver a best-in-class shared micromobility operation that addresses unsafe riding and improper parking.

Sidewalk Riding Technology

Overview

Our commitment to a compliant-and safety-first program includes bringing our latest technologies to San Diego. Earlier this year, we began deploying our most advanced, most durable motorized foot scooters, S-100 7th Edition, equipped with Spin Insight Level 2 smart, self-enforcing sidewalk riding technology, across North America. Spin Insight Level 2 uses artificial intelligence and a privacy-protecting camera to do what GPS-based geofencing alone cannot do: detect and validate precisely when a rider is on a sidewalk or path where riding is not allowed. Spin Insight Level 2 instantly detects if someone is riding on sidewalks, providing an audible alert to the rider and nearby pedestrians, and slowing the vehicle down immediately in locales where such riding is prohibited.

Competitive Landscape:

	SPIN	dott	Lime	voi.	TIER	LINK	BIRD
Works without a GPS or cellular data	✓	✓		✓	✓		
Does not require a current and accurate map	✓	✓	✓				
Real-time parking validation	✓	✓		✓	✓		
Detects bike lanes and other objects	✓						
Adapts and scales easily	✓	✓	✓				
Currently deployed at scale in market	✓		✓			✓	
On-board camera with AI image analysis	✓						
Provide immediate audible feedback to the rider during the ride	✓		✓				✓
Ability to intervene and correct poor rider behavior in real time	✓		✓			✓	✓

Many companies claim to have sidewalk riding technology, but they do not have all of the components that make up Spin Insight Level 2 -- what we would consider to be a functioning sidewalk, lane, and parking detection technology that responds in real-time and provides the user with active feedback and/or enforcement. Spin Insight Level 2 powered by Drover AI uses a camera and machine learning artificial intelligence to "see" a rider's surroundings and make decisions in real-time. Camera-based solutions use forward (and sometimes backward) facing cameras, along with various detection algorithms, to determine what is in front of or around the vehicle. This information can be used to identify city infrastructure such as sidewalks, bike lanes, parking corrals, and curbs and in the future can also be used to identify pedestrians or obstacles in a rider's path. With our on-board cameras, we can also slow vehicles down when they go onto a sidewalk.

Other companies' purported solutions rely on either location-based or accelerometer-based technologies, both of which have fundamental flaws. The lack of on-board cameras in particular is indicative of the unpreparedness of other vendor's claimed solutions. Location-based technology relies on a very precise and static on-board map. Any new bike racks, bike lanes, construction detours, etc. would need to be manually added to the static map and then uploaded to all vehicles, which leaves significant room for error, is not easily scalable, and will likely cause the effectiveness of this technology to degrade over time as changes are made to city infrastructure. Accelerometer-based technology uses the device's on-board accelerometer to analyze vibrations and inertial measurements, along with an algorithm that measures the seams, or gaps in the slabs of concrete, to determine when a rider is on a sidewalk. However, sidewalks come in many varieties, and cracks or damage to a sidewalk could easily confuse the algorithm, leading to low accuracy. Without a camera, operators simply can't gather enough data to accurately detect when a rider is on the sidewalk and intervene to correct behavior (e.g., by slowing down the vehicle) in real-time. The table above outlines the primary features we believe to be necessary for proper sidewalk riding technology, and our understanding of the offerings currently available in the micromobility industry.

Lastly, Spin is the only company to have actually deployed working sidewalk riding technology -- we currently have 1,300 vehicles with Spin Insight Level 2 deployed across seven cities. Therefore, other companies are simply unprepared for the operational complexities of deploying and maintaining a fleet with this on-board technology.

Sharing Data with the City

We will provide a data dashboard through Blue Systems' Mobility Manager platform, which visualizes sidewalk detection and parking compliance data collected from our devices enabled with Spin Insight Level 2. This dashboard includes heatmaps for riding location by infrastructure type, aggregated metrics and evaluation including time, distance, and percentage of riding by infrastructure type, and near real-time availability map and metrics indicating parking compliance. The dashboard can incorporate geospatial layers for evaluation of specific geographies or comparison with other data sets, such as parking corral locations or bike infrastructure networks. Additionally, time and date filters allow for evaluating change in metrics over time. See Appendix for screenshots and brief description of Blue Systems' Spin Insight Level 2 data platform.

Global Positioning System (GPS)

Each of our deployed devices have an onboard GPS device that provides continuous location notifications to users and Spin Mission Control, our internal backend system. We do not track rides with our user's phone. The vehicles update their geolocation every second and can report this information every five seconds during a trip and every three minutes when parked. Since the GPS frequently updates and reports geolocations, lag time for geofence activation is typically within five seconds. Factors affecting the lag time or accuracy of geofencing include the presence and density of tall buildings and the speed of the device–like the margin of error when using a smartphone for navigation. If the GPS signal is obstructed or lost, the device will continue to communicate with our servers. Our internal system will show the last location of the device until a successful GPS connection submits a new location. It's important to note that GPS technology on its own is not sufficient to deter sidewalk riding; see above section "Sidewalk Riding Technology" to see how Spin combats improper riding behavior.

Geofence Technology

Prior to launch, we will implement all special operations zones using our industry-leading geofencing

technology, coupled with our proprietary operations management system, Spin Mission Control. Spin Mission Control is our cloud-based software management system that maximizes our ability to restrict riding areas for enhancing safety. Some operators utilize hard code geofences in their vehicles, requiring updates to take place in the warehouse when the vehicle is offline. With Spin Mission Control, we can update slow-speed, no-parking, and no-riding geofences remotely and in real-time. No update to the devices' firmware is needed. Changes take effect fleet-wide at a moment's notice. Upon a request from the City, our local Operations Manager can implement a new geofence area in as quickly as one hour.

Case Study: Tampa, FL

In Tampa, among four operators in the shared micromobility program, we had the fewest number of devices in no-ride zones, which is a testament to the effectiveness of our geofencing compared to competitors and our commitment to run a responsible shared micromobility program.

Parking and Corral Recognition Technology; Incentivize Orderly Parking

The latest innovation, Spin Insight Level 2, is capable of cross-checking user-submitted parking photos. In addition, the AI camera system looks at and analyzes each rider's parking location in real time, and provides immediate feedback and warnings to the user if the system cannot identify proper parking. The camera-based system can better recognize corrals than other systems utilizing only GPS, which typically contains GPS drift.

Our Operations team is notified in real time when a vehicle is tipped over, and is dispatched automatically by the Spin Mission Control system to proactively remove obstructions. We aim to correct improperly parked and tipped devices within an hour. Spin's Customer Support team reviews user submitted parking photos and issues tiered consequences. For example, in San Francisco, we have been recognized for our diligence in issuing warnings, fines, and account suspensions to drive behavior change.

Case Study: Phoenix, AZ

Even in the infancy of the industry, Spin demonstrated our commitment and technology's superior ability to recognize corrals. At the start of the pilot program in Phoenix, Spin was the only company compliant with corral parking requirements out of three operators. We have continued to develop our technology over time.

Additionally, to ensure users know and understand local parking rules, we will institute the following:

1. Mandatory pre-ride quiz with questions localized to San Diego; and
2. Incentivizing users to park in designated preferred spots through our in-app Preferred Parking Spot (PPS) program. Our PPS program provides a $0.50-$1.00 ride credit to any user who parks a vehicle at one of our preferred locations, all clearly marked within our application map. If selected to continue in the program, we will also identify locations for corrals, unbranded charging stations, and ad-enabled Spin Hubs in collaboration with each of the core jurisdictions.

Infrastructure

We have experience in permitting and installing physical infrastructure across the United States to support shared micromobility operations, including both on the public right-of-way and on private property. For example, at UCSD, we installed a network of ten Spin Hubs, and we are in conversation with private businesses to deploy Spin Hub parking and charging stations in heavily trafficked neighborhoods like downtown.

Slow First Ride

The micromobility industry observed early on that a user's first trip accounted for a surprising number of all safety incidents—up to one third, according to some studies. We at Spin responded with a feature that automatically sets our deployed devices to lower speeds for a user's first trip. We are working on extending this to support tracking the first-time riding at the level of the vehicle type, so that riding different models can be treated as a novel experience as well.

New Vehicle Models with Remote Repositioning Technology

We continuously innovate to ensure that shared micromobility is accessible to all, and are proud to announce the industry's first three-wheeled device, S-200 1st Edition with Spin Valet. This device model features Spin Valet technology, which allows local operations to remotely control the device when hailed by a rider or improperly parked. If selected, we are prepared to add S-200 1st Edition with Spin Valet to our core fleet in 2022.

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 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.

Our overall approach to San Diego is one that centers on genuine partnership with the City to deliver a safe, responsible, and data-driven program. We are uniquely qualified to not only meet, but exceed the City's vision for the new program—one that emphasizes improving the user experience and behavior. Over the last two years of operation, we have a consistent track record of working in good faith with local staff and community members to comply with program rules and using data to improve operations.

Spin Insight Level 2

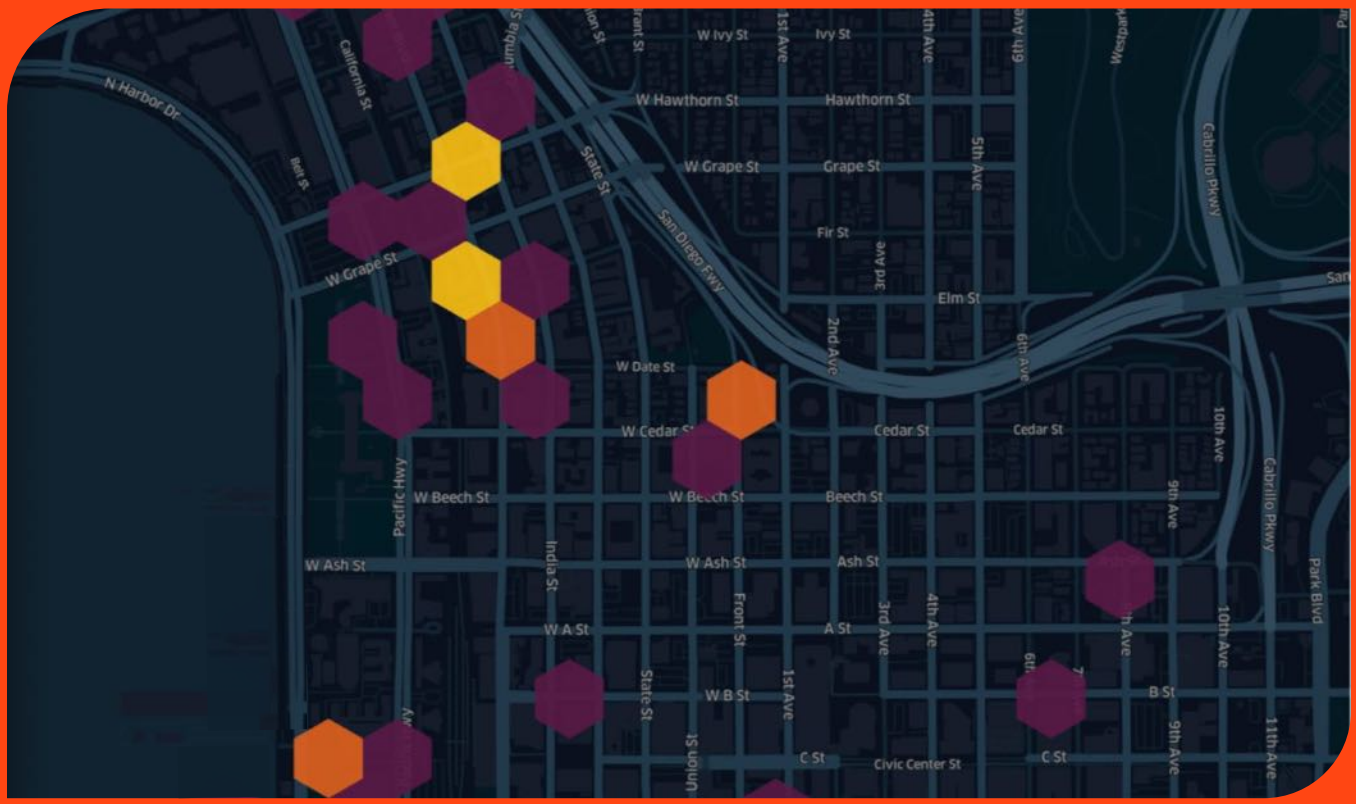
Spin is the first micromobility company to launch sidewalk detection technology at scale. We've deployed sidewalk detection technology in San Diego, Santa Monica, Los Angeles, Atlanta, Seattle, Miami, and Milwaukee.

Case Study: San Diego

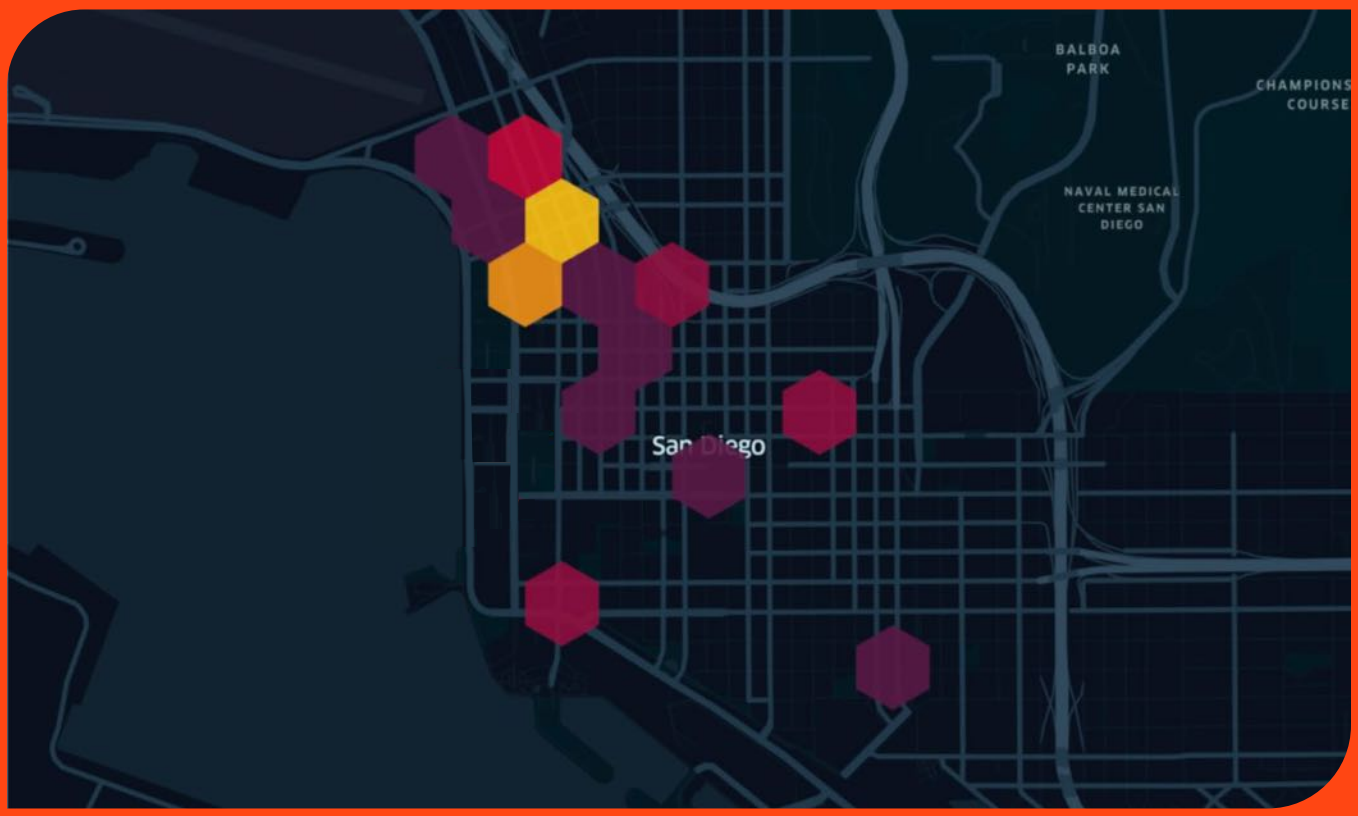
Spin Insight Level 2 will also enable Spin to share accurate insights with cities about the prevalence and location of sidewalk riding, which can be used to identify potential congestion issues and highlight areas that may benefit from infrastructure improvements.

We have trained the computer algorithm to recognize San Diego infrastructure and are ready to deploy the technology at launch. We look forward to working with the City and community partners to expand deployment of sidewalk-detection enabled devices. Based on preliminary data from devices deployed in Little Italy, Downtown, Gaslamp Quarter, and East Village, the following blocks experience more sidewalk riding than others and could benefit from increased education and infrastructure changes in addition to real-time enforcement using on-device technology:

1. Kettner Blvd, between W Grape St and W Hawthorn St
2. W Hawthorn St, between Kettner Blvd and India St
3. Kettner Blvd, between W Fir St and W date St
4. Front St, between W Date St and Cedar St
5. N Harbor Dr, East of the Cruise Ship Terminal and West of the InterContinental



Street-level Heat Map of Sidewalk Riding Prevalence in Little Italy and Adjacent Neighborhoods



Heat Map of Sidewalk Riding Prevalence in Downtown-adjacent Neighborhoods

Heat Map of Sidewalk Riding Prevalence at UCSD

[redacted]

"Spin clearly had the best [sidewalk detection] technology. I think we all agreed about that last week [at our demo]."

- Supervisor Aaron Peskin, San Francisco Board of Supervisors Meeting - December 6, 2021

"Try as I might, I was unable to fool the system into failure. A distinct drumbeat warning sounded within a second every time I rolled onto a sidewalk and even abrupt on-off maneuvers were quickly detected."

- Art Raymond, *Deseret News* Reporter of Salt Lake City, March 21, 2021

Key Performance Metrics

To ensure that Spin's technology is successfully changing user behavior with technology like Spin Insight Level 2, we have the following key performance metrics:

1. Percent of total trip time on the sidewalk;
2. Percent of total trip time in the bike lane;
3. Percent of trips with valid end-of-ride parking; and
4. Percent of total trip length on sidewalk.

Share Data with the City to Create Infrastructure Projects

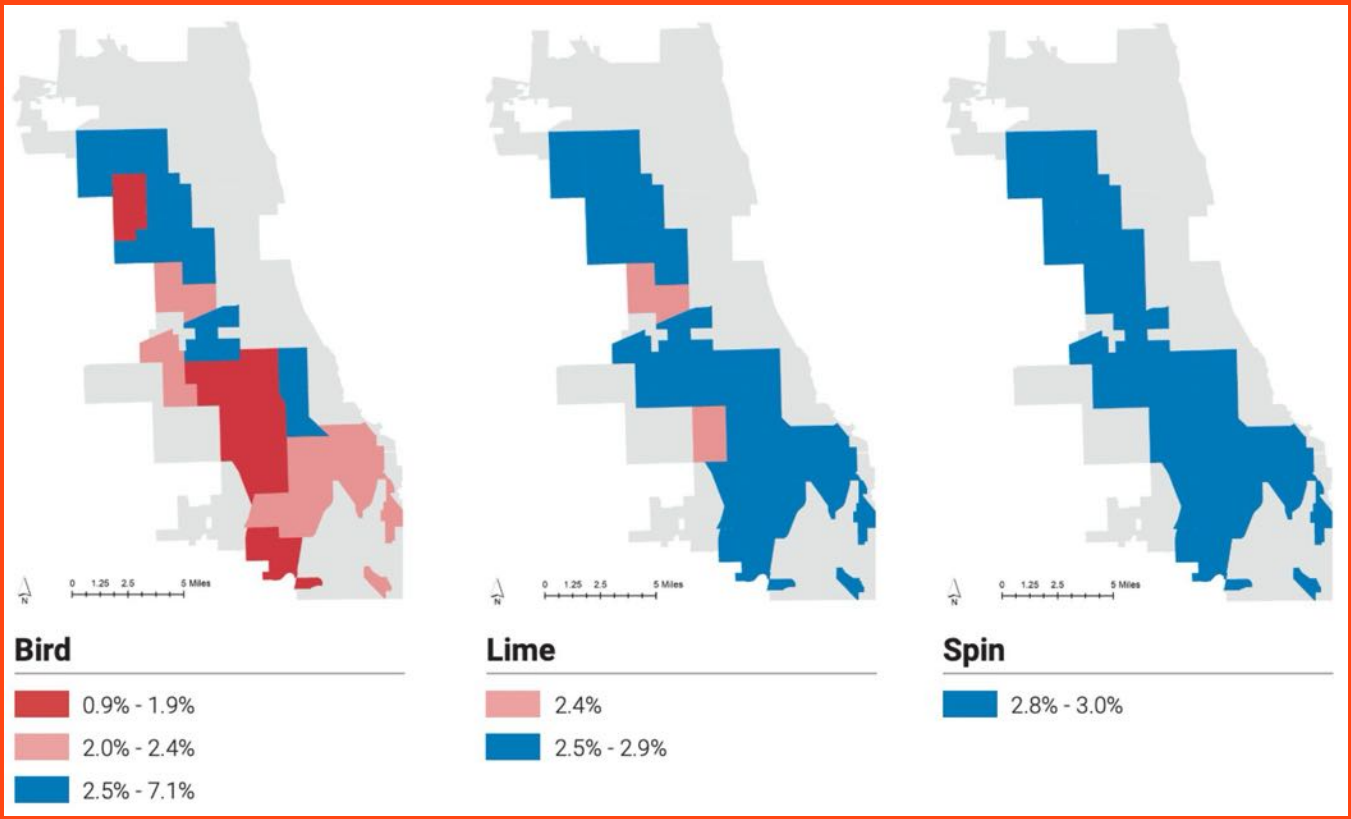
We will provide a data dashboard through Blue Systems' Mobility Manager platform which visualizes sidewalk detection and parking compliance data collected from our devices enabled with Spin Insight Level 2. This dashboard includes heatmaps for riding location by infrastructure type; aggregated metrics and evaluation including time, distance, and percentage of riding by infrastructure type; and near real-time availability map and metrics indicating parking compliance. This dashboard also includes the ability to incorporate geospatial layers for evaluation of specific geographies or comparison with other data sets, such as parking corral locations or bike infrastructure networks. Additionally, time and date filters allow for evaluating change in metrics over time. See Appendix for screenshots and brief description of Blue Systems' Spin Insight Level 2 data platform.

Additionally, we've worked with cities and local partners through our Mobility Data for Safer Streets (MDSS) program to provide access to a suite of data tools, which enable them to better evaluate and advocate for safer streets. In our 2020 MDSS program, one of the participants, Sustain Charlotte, worked with the community and gathered data using StreetLight Data's platform to successfully advocate for the City to install a traffic-slowing curb bulb-out, crosswalk, and locate a stop sign where it could most effectively calm traffic.

Case Study: Chicago, IL

Our proprietary data system will contribute to the City of San Diego's goal to improve multimodal circulation, like how we have successfully operated across Chicago. The E-Scooter Evaluation released by the City of Chicago in May 2021 exemplifies how we prioritize compliance and the shared goals of the City and Spin to provide services city-wide. Studying past trends and using computer modeling to predict needs, we met the deployment requirement in Equity Priority Areas on 98.8% of the days in the pilot program, while our competitors met the requirement 72.4% and 44.7% respectively. See map below highlighting the Equity Priority Areas in Chicago and the compliance by participating operators.

Average Distribution of Vendor E-Scooters Fleet by Equity Priority Sub-Area



Images from the 2020 Chicago E-Scooter Evaluation (page 35)

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.

Core to our business practices is equitable device distribution while maximizing utilization. We utilize a multi-pronged approach to deploy enough devices to meet user demands while efficiently and safely managing free-floating devices in the public right-of-way. Spin stands ready to deploy anywhere between 2,000 - 8,000 devices, depending on the number of permits the City of San Diego awards.

At launch, most of our stand-up two-wheeled scooter fleet will comprise of S-100 7th edition (B). If up to two operators are selected, we can equip the 100% fleet with sidewalk detection technology within one month of the new program. We anticipate the next model, S-100 8th edition (A), to become available in Q4 2022 and will methodically upgrade our fleet over time to maximize sustainability.

We are the first micromobility company to launch teleoperation technology on shared mobility devices in the United States. Teleoperation technology allows us to quickly respond to relocation and reparking needs using Spin's bespoke S-200 three-wheeled device. We are piloting teleoperation technology in Santa Monica and will prioritize deployment of this technology in San Diego after results of the Santa Monica pilot. Depending on user feedback in Santa Monica, we anticipate rolling out teleoperation technology in San Diego sometime in late 2022 or early 2023.

City	Service Model	Anticipated Timeline	Seat	Basket	Wheels	Estimated Concentration
A. S-100 8th edition	Deployed	2022/2023	Optional*	Optional*	2	75%†
B. S-100 7th edition	Deployed	At Launch	x	x	2	
C. S-300 1st edition	Deployed	At Launch	✓	✓	2	15%
D. S-100 7th edition + seat + basket	Deployed On-Demand Library Delivery	At Launch At Launch	✓	✓	2	10%
E. S-200 1st edition + seat OR basket	On-Demand Library Delivery Deployed*	At Launch 2022/2023	Optional*	Optional*	3	
F. Sporty	On-Demand	At Launch	✓	✓	3	
G. Rio	On-Demand	At Launch	x	x	1	

* *Demand will determine whether the adaptive aspect of S-200 1st Edition will be a seat or a basket*

† *Vehicle will be efficiently and safely phased in to maximize sustainability*

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.

We share San Diego's commitment to making shared mobility device options accessible to all community members, regardless of abilities. We have deep experience in providing accessible devices in many of the cities in which we operate. We are participants in the San Francisco, Baltimore, and Fort Collins adaptive device programs and are the only provider to successfully launch deployed adaptive devices in San Francisco, in accordance with local permit terms and conditions.

At the core of our adaptive program's approach is listening to the voices of the local community members and stakeholders who will be riding our devices. For example, before launching an adaptive program in San Francisco, our team worked with local community members and stakeholders—the Arc, the Independent Living Resource Center (ILRC), and the Mayor's Office on disability, to name but a few—to ensure that we were providing vehicles and a service model that could be utilized.

If chosen to continue operating in San Diego, we will replicate our proven strategy for launching an adaptive shared mobility device program to ensure the long-term success of the program in San Diego. We have already presented and discussed our potential adaptive program with local organizations such as **Access to Independence, The Arc,** and the **San Diego Office of ADA Compliance and Accessibility**, garnering feedback around shared mobility device operations.

Based on feedback we have received so far in San Diego; we will continue to make the Spin Adaptive Library program free of charge to decrease barriers of access for local disability community members. If chosen to continue to operate, we will continue to conduct adaptive device focus groups to ensure that the vehicles and service model will meet the needs of, and be utilized by, those who need the service.

Proposed Adaptive Programs

Service Overview

In accordance with requirements from the City of San Diego, we will deploy adaptive devices that will be available for the public and members of the disability community. S-100 7th edition with a seat and basket will be available and deployed at launch.

Additionally, we will have adaptive devices (see chart below) available on-demand at launch. The on-demand model will allow local users to request adaptive devices to be delivered and picked up at locations of their choice by our in-house W2 local Operations team. Devices delivered on-demand will be free of cost to users. When these devices are delivered, users are given training on how to ride the adaptive devices safely. There is no limit the amount of time the adaptive user can reserve the vehicle

Spin's Platform

Spin's app and website were found in a 2021 external audit report to conform to Web Content Accessibility Guidelines (WCAG) 2.0 and 2.1, to level A.

Devices

Vehicle Model	Service Model	Anticipated Timeline	Seat	Basket	Wheels	Estimated Concentration (2,000 - 8,000)
S-100 7th edition + seat + basket	Deployed On-Demand Library Delivery	At Launch At Launch	✓	✓	2	10%
S-200 1st edition + seat OR basket	On-Demand Library Delivery Deployed*	At Launch 2022/2023	Optional*	Optional*	3	
Sporty	On-Demand	At Launch	✓	✓	3	
Rio	On-Demand	At Launch	x	x	1	

Outreach to the Community

We seek to provide equity in mobility by offering an adaptive services program in San Diego, leaning on our learnings from our meetings with Access to Independence and the San Diego ADA Office. Focus groups with local partners will market the adaptive rental services to their networks and help us improve customer experience on an ongoing basis. Furthermore, groups like Access to Independence are interested in working with us to ensure our devices do not pose a barrier to people with disabilities by blocking sidewalks or other key infrastructure. We will continue to host focus groups (virtual or in-person) with local partners to generate feedback on adaptive device type and program structure.

Methods for Rebalancing and Ensuring Availability

Spin's Mission Control system allows the local Operations team to distinguish between adaptive and non-adaptive devices. We use machine learning and human monitoring to ensure availability of devices across the city. Both adaptive and non-adaptive devices will be treated with equal priority. It is our goal to maximize proper parking and usability of each device. Our standard operating procedures for adaptive devices include close monitoring of location, photo, and other sensor data; our team will rebalance and repark devices throughout the day, 24/7.

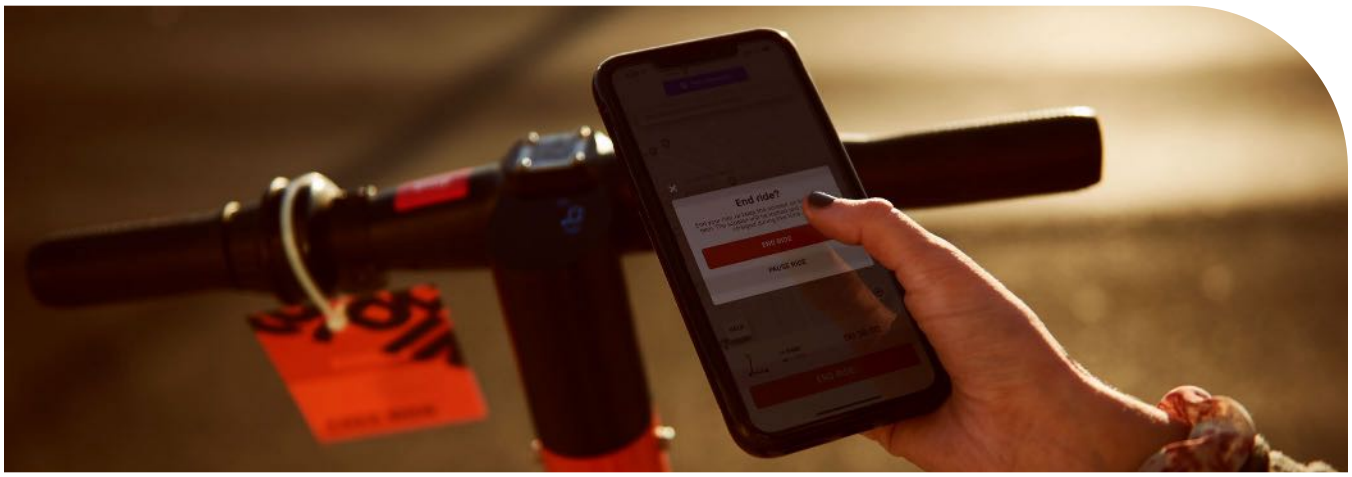
Data

Our reservation system will handle the data collection for the adaptive services program. We will aggregate data in monthly reports, including number of trips, users, and available devices. We will evaluate the program using all available data continuously, looking at trip origins and destinations, day of week, and time of day. This will help us optimize deployment and maintain an adequate supply of on-demand system devices.

We can also distribute post-ride surveys to evaluate our offerings qualitatively. User surveys ask about the reservation process, device availability, device design, and trip ratings, and we provide a written section for users to give candid feedback. We can also hold focus groups with our user and non-user bases through local partner organizations, to better understand safety concerns, demand, potential trip purposes, device features, and accessibility needs. We will present summaries of both our quantitative and qualitative evaluations to the City through regular monthly reporting.

Case Study: San Francisco

Spin is the first operator, out of three, to deploy adaptive devices on-schedule. We continue to reach out to local community groups to further develop the program and live up to permit promises.



K: Operations and Data Management

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.

We have been working very closely with San Diego, the Port of San Diego, UC San Diego, and local organizations like Circulate SD, San Diego County Bicycle Coalition, and the Downtown San Diego Partnership since launching our shared mobility device program in March 2019.

To ensure that we are meeting the needs of the City and its residents, we have already completed numerous initiatives to ensure safe and reliable service, including the following:

- As a subsidiary of Ford Motor Company, we only hire in-house W2 Operations employees;
- We operate a local warehouse within city limits to ensure safe charging and maintenance practices;
- Trained in-house W2 mechanics are the only employees performing maintenance on our vehicles;
- All training at onboarding time is robust already, and refreshed continuously throughout the program.
- We utilize extensive data analysis capabilities to identify areas of concern, prevent saturation and meet developing demand.
- Our staffing schedules are tailored to provide coverage during both standard operations as well as special events such as: Comic-Con, Padres home games; concerts and festivals like CRSSD and the Holiday Bowl Parade; Kaaboo, Wonderfront; races and marathons like Rock'N' Roll and San Diego Half Marathon; and Pride.

If Spin is chosen to continue to operate within the City of San Diego, we will continue to take many steps in to ensure that service is scaled responsibly, safely, and equitably.

Warehouse - Optimizing Safe and Reliable Device Charging and Maintenance

We currently operate a warehouse within city limits (5131 Santa Fe Street San Diego, CA 92109) and will expand this space or find a new warehouse within the city if chosen to continue to operate. As a subsidiary of Ford Motor Company, all warehouses need to comply with Spin and Ford's high safety standards and be approved together.

Within the warehouse, there are clear markings and signs to map the cycle of the devices and batteries to streamline charging and repairs. The warehouse will continue to be run 24/7, ensuring that there will always be adequate batteries charged and devices available for deployment.

In the case that a device needs to be charged, when it enters the warehouse, it is taken by an Operations Specialist to a repair area managed by our in-house W-2 trained mechanics. When the mechanics have fixed and tested the device, the device is then moved to a staging area for devices that are approved for deployment. The transition from fixed to swappable batteries has changed the processes in our warehouse, but not the general need for charging. We operate an assigned charging area for all batteries to ensure safe charging and electricity practices. All charging in Spin's warehouse is done using 100% renewable electricity from San Diego Community Power. Additionally, each warehouse is equipped with fire extinguishers, fire blankets, flammable chemical cabinets, personal protective equipment (PPE), and a warehouse-specific Emergency Response Plan.

Staffing - Ensuring Safe Devices and Adhering to Compliance

We only use in-house W-2 employees and do not use 1099 contractors or franchise independant contractors, meaning that we are truly able to provide 24-hour coverage centered around centralized training and consistency.

Since we do not use independant contractors and have set shifts for our employees, we can ascertain that all employees are equipped with the same resources and instructed to our exacting training standards.

- Morning Shift: 6AM - 2:30PM
- Afternoon Shift: 2PM - 10:30PM
- Overnight Shift: 10PM - 6:30AM

Internal Communication Expectations

We are proud of the strong relationship we have built with the City of San Diego and will continue to respond to all requests and share information with internal teams in a timely manner, typically within one hour.

Deployment - Ensuring Strategically and Properly Parked Devices

At Spin, our goal is to create a long-term sustainable program where residents are able to utilize devices for local travel and as a first- and last-mile option. This means that it is imperative that we deploy devices in areas where utilization will occur.

Community Feedback and Support

At Spin, we believe that shared micromobility requires social responsibility to the community; ultimately, it is a service for the public. Our Community Partnerships team executes our commitment to make shared devices work for everyone in the communities we serve. Our multipronged Community Engagement plan is designed to foster and sustain long-term partnerships with key community stakeholders across San Diego. Our commitment to local partnerships uses transparent information, open communication, and tangible processes to incorporate community feedback that will help us optimize our service continuously and serve the City of San Diego effectively, throughout, and even beyond the 3-year program.

Since our initial launch in San Diego, we have worked with our various community stakeholders to create focus groups from all backgrounds, to give us feedback to inform our marketing and operations. For example, we have worked with numerous organizations across the country, including San Diego, representing people with a variety of physical and developmental disabilities. Their input on specific needs and concerns of their communities flows into our work to make the program safe for all road users—regardless of whether they use our services—including pedestrians, the elderly, and those with disabilities.

If selected to operate in the 2022 Shared Mobility Device Program, we will continue to work with San Diego-based organizations of all types to implement innovative solutions to increase the accessibility and safety of our service, especially for their constituents.

Historical Data and Current Usage

We partner with Zoba, a third-party software company, that provides customized deployment location recommendations derived from demand patterns. Their algorithm ranks our proposed deployment points, which gives us valuable feedback to share with the City and suggests new locations or adjustments to our deployment. We also have the ability to collect and review new deployment recommendations from the community, to assess demand and substantiate the need to ensure devices are at the suggested location(s).

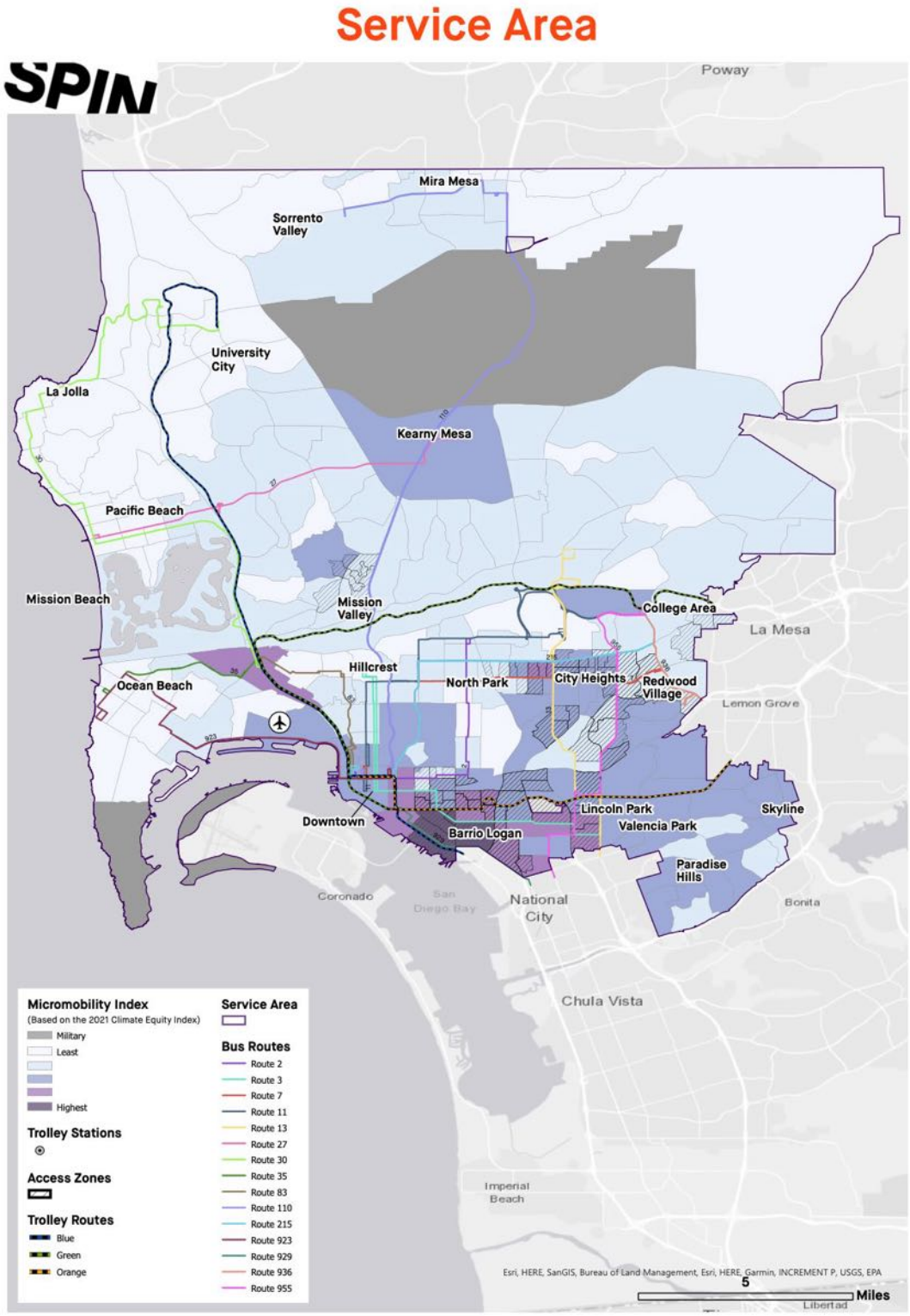
Our team can easily access and review new deployment location recommendations using a series of dashboards, which includes a suite of maps used to make tactical-level decisions about our markets. Those maps include:

- **Forecasted Demand Maps** that show how many rides our third-party provider predicts will occur per hour on a city block-level;
- **Circulation Maps** that show how users will naturally drain and supply different areas of the City with devices;
- **Complementary Transportation Mode Maps** that show how many transportation alternatives (including walking, public transit, rideshare, etc.) exist in an area; and
- **Optimization Maps** that show where to rebalance or deploy devices to maximize rides for a given time period in the near future.

Additionally, we use historical trip data—typically six to eight weeks' worth—to project future deployment locations and demand. This algorithm combines the origin and destination of each ride with utilization velocity to infer demand patterns in a city. The algorithm's complex analysis recommends locations where devices have the highest likelihood of subsequent future rides, colloquially known as 'stringing' together rides. A few of the core factors that drive this analysis include historical trips, weather, time of day, and day of the week. This critical information, along with community engagement, helps shape how and where

we provide our service. Zoba automates the arduous process of making a daily deployment plan (i.e., visualizing historical demand, assessing current supply locations, and filling the gaps to service future rides). It also provides Operations Specialists with an efficient route for deployment. This is especially valuable in markets like San Diego where swappable batteries are used, where the complexity of decisions increases exponentially which device to swap, at what battery level, and where to place that device, in a logical route. Zoba checks all vehicle routes with a route optimizer to ensure our drivers are taking an efficient route across the city.

Service Area Map



Deployment with Ongoing Proactive Rebalancing

Compliance with Street Sweeping: Spin already has and will continue to ensure that all devices are taken off of the street prior to the city's street sweeping schedule.

Morning Deployment: Our Operations team begins deployment at 6AM, well ahead of the morning commute. The main objectives are deploying ready devices as well as rebalancing across the neighborhoods. Our Operations Leads keep their finger on the deployment pulse with our threshold dashboard that indicates when local availability exceeds maximum or dips below minimum levels. All Shift Leads are trained to monitor this dashboard throughout the entirety of their shift, and react decisively to any deviations.

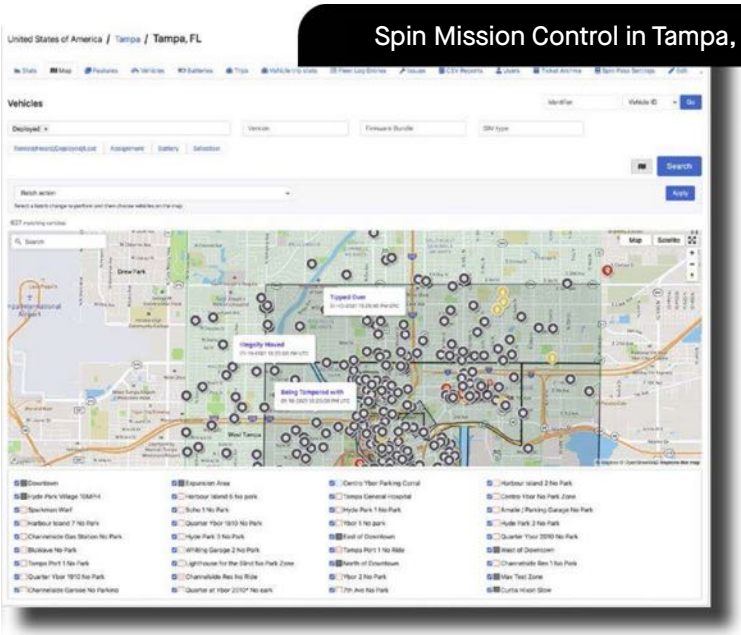
Ongoing Proactive Rebalancing: It is imperative that rebalancing and relocation occurs constantly throughout the day to ensure properly parked vehicles, and that the balance of devices across neighborhoods stays consistent and with the flow of commuting times. Operations Specialists working in the field during the three shifts are expected to rebalance devices during their entire shift, barring commuting time. We perform sweeps of the entire city, especially in high demand and busy pedestrian areas like downtown and beach neighborhoods. This tactic keeps the streets and sidewalks safe and keeps us in compliance with local regulations, such as the corral parking requirements. We aim for a maximum of four devices per corral.

Spin's rebalancing efforts are highly efficient due to our swappable battery fleet. Swappable batteries help to minimize downtime due to being easier to move, charge, and replace than entire devices. In return, we can spend more time focusing on deployment in more neighborhoods and additional rebalancing in high utilization areas.

Increased Coverage During Busier Days and Times: In addition, we also optimize our workforce planning to equip the team with more staff coverage on the weekend. Peak hours of weekday commute and weekend entertainment (afternoon and evening) typically have double the number of staff on shift. To further improve our operational efficiency, we set up alerts to notify team members of high priority devices that need to be relocated, and high priority areas where batteries need to be exchanged. This strategy ensures a clear and orderly right-of-way and provide charged vehicles for users

Dashboard Monitoring and Efficient Distribution: We developed Spin Mission Control, an internal tool that shows the density of devices across our entire service area, exposing differences in deployment densities. Our Operations team uses this tool to find gaps in availability, pushing for equitable access to our vehicles. Please see an example (right) of a dashboard that we utilize in Tampa, FL.

Spin Mission Control in Tampa, FL



Relocation Requests

Requests from the Community

We will resolve relocation requests within one hour. Since we do not use 1099 contractors, we are able to assign top tier tasks for employees while on shift.

Coupled with our Operations employees, we also utilize an in-house Customer Support team which provides multiple channels to request vehicle relocations, including email, an in-app interface, our website, and a 24/7 contact number. This phone number is clearly visible on our devices, and will soon be available in braille. Our Operations team will inspect the safe working order of all devices during rebalancing and will make them unavailable if any devices need maintenance. The City and local police department will also have a dedicated phone number to contact us in case of emergency. As a demonstration of our long-term collaboration, in January 2022, we were referred from the LA Police Department to the California Highway Patrol unit to participate in a device recovery operation.

Our local Operations team is available to respond quickly and address any issues that may arise, particularly relocation requests for improperly parked devices. Whether an issue is reported by a rider, a member of the public, or the City, our Customer Support team immediately creates a ticket to notify and assign the task to the local Operations team. Complaints received by phone are answered on a first come-first-serve basis.

Get It Done and Sweep Requests

All Get It Done, and Sweep relocation requests are received via email. We use an automated tool to instantly forward those emails to an app downloaded onto Operations team members' cell phones. With the instant notification and details of the relocation requests, Operations Specialists prioritize these tasks to quickly respond to community concerns. We also utilize machine learning to optimize which route should be taken by the Operation Specialist to efficiently arrive at the relocation location while balancing other tasks in their queue.

Large Events - Working with the City and Local Groups to Maintain Safe Service

Scheduled Large Events

We have a wealth of experience working with cities and local event planners across the world to accommodate large scale events with their influx of visitors as both pedestrians and riders. In San Diego, our local Operations team works closely with local event planners and organizers prior to the event to ensure compliance with any special event rules or regulations, such as geofencing for parking or riding restrictions, to ensure pedestrian safety. Below are some specific examples of our collaborative efforts to manage large events:

- **Petco Park**: We are the first vendor to correctly and consistently geofence Petco Park to accommodate large events. To manage device parking and deployment, we formed strategic partnerships with MTS and Petco Park to station vehicles in designated parking areas near trolley stations. This not only helped to reduce device clutter, but also ensured that parking and device availability allowed event attendees to consider a greener and more affordable transportation option.

- **San Diego Marathon, Comic Con, and CRSSD Festival**: We have worked with the City, the County of San Diego, and the Port of San Diego on several events including the San Diego Marathon, Comic Con and CRSSD Festival. During these major events, we have implemented a valet system where users were incentivized to park in a designated location, and our Operations Specialists were available to help users end their rides and ensure devices are parked properly. We also patrolled the area surrounding the event on foot to ensure orderly parking and provide safety tips for users.

Unexpected Events

As one of the largest micromobility providers to cities and universities across the industry, we are experienced in responding to public health and safety emergencies and extreme weather events. When such an event occurs, our first action is to check in with our City and University contacts to establish a coordinated response. We immediately disable the user-facing app, and work to move all micromobility devices to a safe, indoor facility. We also commit to not redeploying until we have received full authorization to resume operations and any applicable emergency restrictions have been lifted.

Pandemic Response

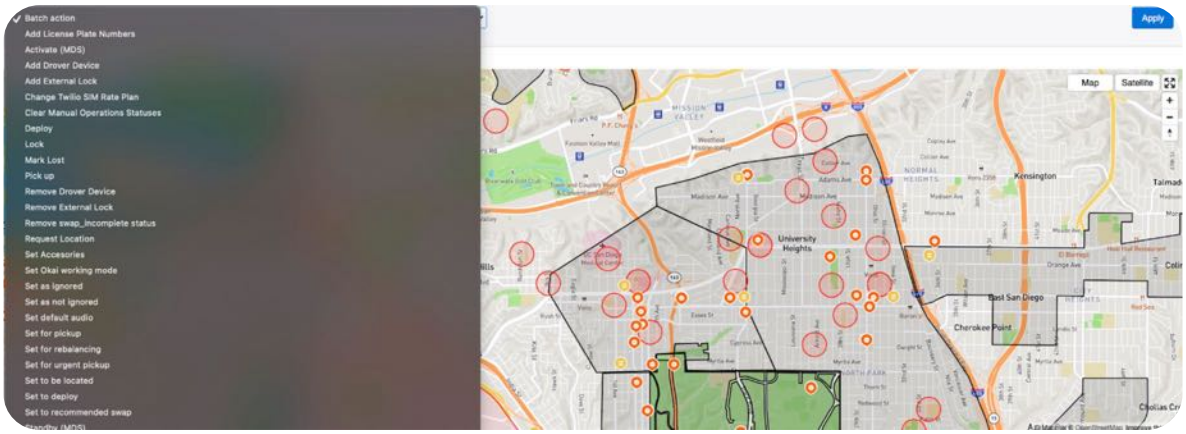
After the Stay Home Order was issued in late March 2020, we paused our operations for seven weeks, and after ensuring we had full authorization, we were the first operator in San Diego to resume operations. Upon resuming operations, we immediately enhanced our sanitation practices and added new safety protocols in accordance with the Center for Disease Control and Prevention's (CDC), World Health Organization (WHO), and OSHA. We also continue to monitor the most up-to-date information and revise our protocols correspondingly.

In operating through the pandemic, we saw San Diegans utilize our devices as a reliable mode to travel long distances and fill gaps due to reduced transit service. From January to March of 2020, the average distance traveled per trip was 0.75 miles. In contrast, during May to September 2020, the average distance traveled per trip increased to 1.5 miles.

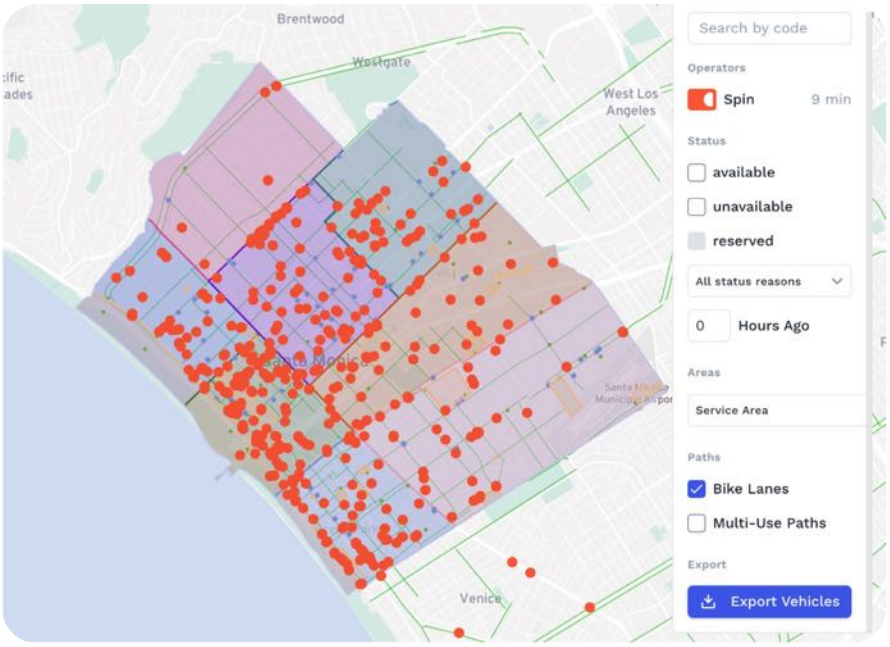
2. Outline the means in which the operator will track compliance in real-time, as well as respond to complaints received by the City. This should include an approach that would be implemented for resolution of on-going issues, daily complaints, accidents and emergencies.

Compliance Monitoring System

Utilizing our custom internal software system, Spin Mission Control, we can manage and monitor nearly all facets of our fleet and operations, including continuous compliance monitoring. This system allows Spin employees to see device location and status, including diagnostic states such as tipovers, in real-time, as well as a device's history of usage and repairs. Among the system's features are remote disabling and geofence-based features – such as no-parking, no-go, and go-slow zones – which are created and managed at the local level via Spin Mission Control, providing a high level of service and program compliance. Geofence areas can be added or modified in real-time with deployed devices responding immediately to the changes.



Sample Spin Mission Control View: Targeted & Prioritized Rebalancing (Yellow)



Case Study: Tracking of Device Distribution Across 8 Zones in Santa Monica

Complaint Management Resolution & Tracking

We take pride in providing the best customer support in the industry, with a dedicated and responsive in-house team. We encourage riders and non-riders alike to communicate with us through various channels:

- Our Spin app;
- Website: "Support" icon in the upper right-hand corner at www.spin.app;
- Email: support@spin.pm;
- Call: (888) 249-9698;
- Text (619-332-5009); and
- Social media: Twitter, Facebook, and Instagram.

Additionally, our Customer Support number and email address are located on every device. Our Customer Support team can support requests in over ten languages including English, French, Spanish, and many other languages translated live via an intermediary third party. The current average response time from our Customer Support team is between 5-15 minutes once the request is made via written methods. Complaints received by phone are answered in order but typically do not exceed 60 seconds in wait time. All relocation requests will be completed within one hour.

Our dedicated W-2 Operations team is trained to swiftly resolve any complaints or ongoing issues reported by City staff or residents. As mentioned previously, our internal Spin Mission Control software system accepts and tracks any user or public questions or complaints, reports of misparked devices or of those in need of maintenance. Each ticket is assigned to a specific person on Spin's local Operations team, allowing team members to quickly respond to any urgent issues.

Once an issue is reported, we will communicate directly with the customer to learn more information about the issue to help categorize it in our system for proper ticketing. We will address and resolve the reported issue typically within 1 hour or less. We will leverage our local Operations team that is ready to relocate or warehouse any devices that are damaged, unsafe, poorly parked, or knocked over. Once complaints are received by City staff or the public, our Customer Support team will notify the rebalancer on shift for immediate relocation or repair. Tracking whether a customer complaint is resolved is a multi-faceted process, since the customer making the report is the one who ultimately needs to be satisfied. A customer satisfaction survey is automatically generated for every person who reaches out to us, provided we have contact information. 19% percent of those surveys currently get an answer, and of those, 88% are marked as "satisfied".

Accidents and Emergencies

We receive notice of safety incidents from riders via our Customer Support team. Upon receipt, our Customer Support staff immediately notifies our Safety and local Operations team. Our Safety team documents the details of the incident, and our Operations team will pick up the device and return it to the warehouse to perform an inspection and additional testing. If requested by the City in response to an accident or emergency, our local Operations team can implement a geofence restriction which will update to deployed devices immediately.

In-App Feedback & Help Portal

We provide several easy ways for anyone to alert us to damaged devices not automatically identified by the Spin Insight system. At the end of every ride, the app asks for feedback, and automatically creates a ticket for our Customer Support team if riders select fewer than four stars when rating their ride. It's also easy to report any issue without starting a trip, by clicking the "!" button on the main app screen. This creates a ticket for our Support team with a GPS tag so that our Operations team can take action. Every device includes an informational placard with a 24/7 hotline so that members of the public can report issues to a staff member, who will route their issue directly to our Operations team. Our WCAG 2.1 accessible website also includes a link to make reports prominently on every page.

311 Integration (Optional)

To provide industry-leading responsiveness, we have integrated with the 311 systems in many of our client cities. These integrations route inquiries that come in via a city's 311 system as a ticket into our customer relationship management system. The integration also allows for direct response, so that complaint updates and resolutions automatically flow to the individual—not back to the City. This helps both communication and the timely resolution of issues.

We commit to bringing this more efficient response approach to San Diego (if desired by City staff), providing a direct integration to the City's 311 system with privacy protections in place. As part of the standard operating procedures, our local Operations team reviews the status of all tickets during daily meetings, to ensure staff members complete outstanding tasks correctly and in a timely fashion. We regularly monitor response processes, developing strategies for continued service improvement. For full transparency, our 311 integration will also allow City staff to check at any time on the status of all past and outstanding complaints, and to monitor key performance metrics on their efficient resolution.

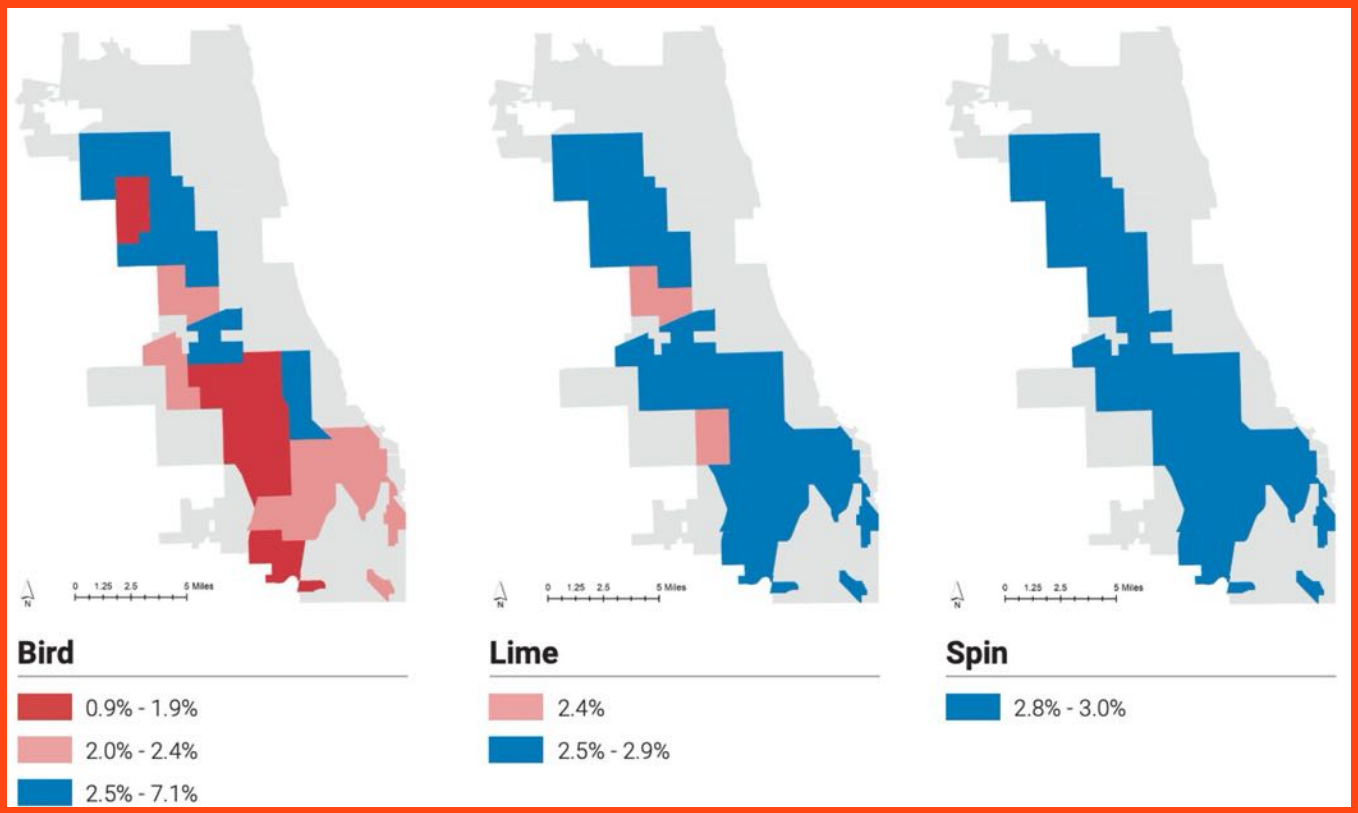
Compliance Tracking Examples

Case Study: Chicago, IL

The E-Scooter Evaluation released by the City of Chicago in May 2021 exemplifies how we prioritize compliance and operate a responsible, high-quality program reflecting the shared goals of the City and Spin:

- We received only one citation compared to eight and 247 for the two other operators;
- We received only two 'Notices to Correct', while the two other operators had six each;
- We met the requirement to deploy in Equity Priority Areas 98.8% of the days in the pilot program, while the two other operators met the requirement 72.4% and 44.7% respectively. See map below highlighting the Equity Priority Areas in Chicago and the compliance by participating operators;

Average Distribution of Vendor E-Scooters Fleet by Equity Priority Sub-Area



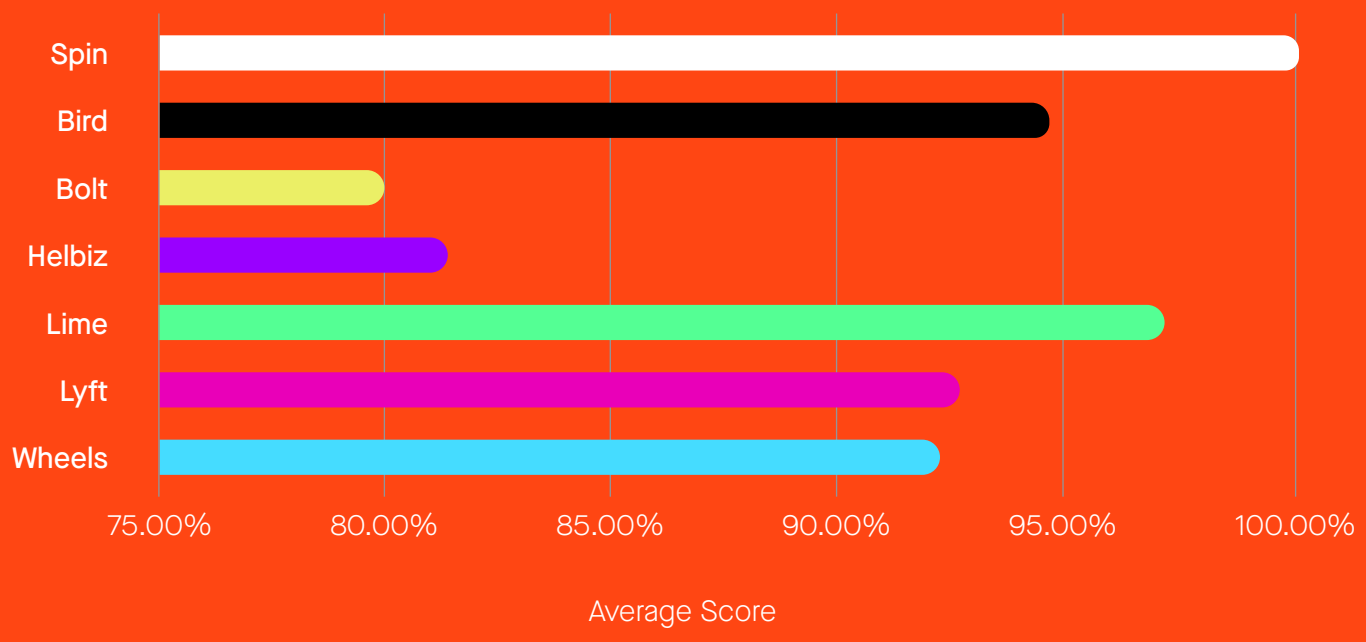
Images from the 2020 Chicago E-Scooter Evaluation (page 35)

Case Study: Miami, FL

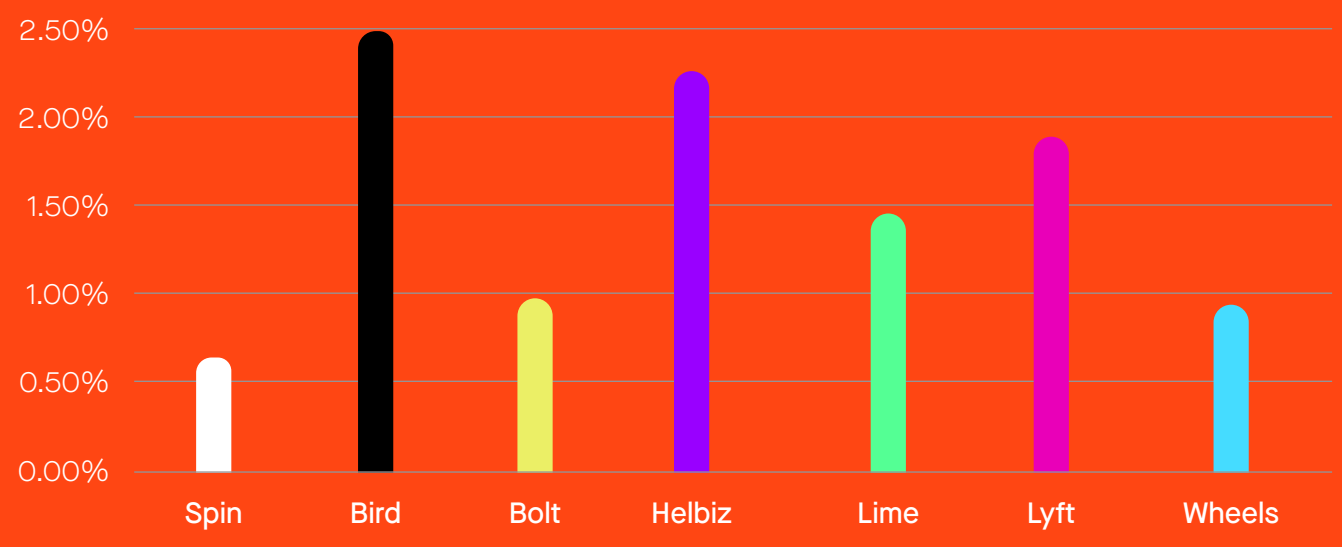
We have been the most compliant operator in Miami's current program. Based on data from the Miami Riders Alliance:

- We are the only operator without any violations since the Miami Riders Alliance began tracking compliance. Violations are when an operator fails to properly respond and rectify a report of noncompliance within one hour, as required under City rules;
- We are the most responsive operator, responding to all reports within the required two-hour timeframe 100% of the time; and
- We have the lowest rate of reports of noncompliance compared to all other operators, as measured by percentage of average fleet size.

Average Response Performance to Noncompliance Reports



Average Rate of Noncompliance Reports



Compliance Data from the Miami Riders Alliance

On January 18, 2022, the City of Miami revoked permits for five out of seven companies for non-compliance, Spin prides itself on state-of-the-art technology and coordination with jurisdictions where we operate to mandate and maintain the safe operations of our equipment by our customers. It is this commitment to safety that allowed us to continue to operate in Miami, as we do elsewhere and will do, consistent with the requirements in this RFP, in San Diego.

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.).

Staffing Plan

At Spin, we continue the proud labor history of our parent company Ford. We only employ 100% W-2 employees to handle the distribution, operation, and maintenance of our devices. We were the first in the industry to have this W-2 workforce that includes benefits for employees.

We anticipate employing 39-70 team members, a mix of salaried and hourly, to run Operations in San Diego. There are three shifts throughout the day which all overlap to ensure that our team is always available to respond to requests. As mentioned, our employees are well-trained to the highest industry standards for the distribution, operation, and maintenance of devices, including all permit requirements. We work to convert as many of these employees as possible into full-time salaried employees.

Charging

We employ a multi-pronged strategy to keep our fleet of devices charged to ensure access and equity for local San Diego residents.

Centralized Charging

All charging will occur at Spin's centralized warehouse, not at residences. Using this approach, we can more accurately account for the energy mix and carbon impact of our operation than operators who utilize a sub-contractor model that entails charging in various locations.

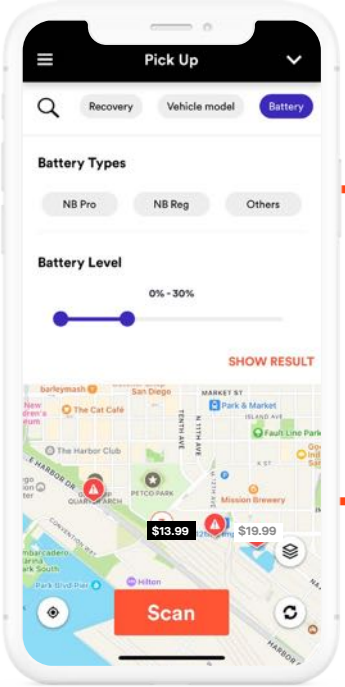
Spin Hubs

The environmentally preferred strategy is Spin Hubs, which function as both charging stations and as a corral for devices. Riders can connect their devices to the hub with a charging cable when ending the trip. This increases the chance that the next rider will find a charged device that is ready to ride. To date, ten Spin Hubs with financial incentives have been installed at UCSD.

Swappable Batteries

Spin also utilizes swappable batteries, which means that smaller Operations vehicles can be used to top-up batteries for a larger number of devices. This decreases vehicle miles traveled compared to operating models that use non-swappable batteries. Battery pickup and exchange typically takes place in the early morning and late evening hours. Only our trained personnel recharge batteries, and only at our local warehouse, allowing us to account completely for the energy used to power the devices. Our local Operations team uses the Mission Control (pictured right) to monitor the battery charging level of the entire fleet through-out the day. Our team disables devices with insufficient remaining battery levels remotely, until an Operations team member can swap the battery or connect the device to a Spin Hub for recharging.

Spin Mission Control has ability to search for devices with low batteries for priority pick up



Vehicle Support

We anticipate that we will need five to ten vans and at least three e-cargo bikes for maintenance and rebalancing, depending on the size of the fleet we deploy. We are committed to eliminating fossil fuel use and associated emissions, and are in the process of transitioning our operations vehicles to electric vehicles. We are on track to begin this transition in San Diego in late 2022 using e-cargo bikes for a portion of our rebalancing and maintenance. We plan to introduce additional electric vehicles when Ford Motor Company's soon-to-be released electric van becomes available.

Spin's Operations fleet is standardized and clearly labeled should the public wish to reach us. Companies who rely on independent contractors and their private vehicles may not be as fuel efficient or as identifiable. Additionally all of our staff wears apparel such as bright orange vests that clearly identifies them as Spin employees.

Methods to Ensure Safe, Working Devices

Sensors and Diagnostic Maintenance Alerts

Devices which self-detect a fault, or which are reported to have any issue, are immediately disabled from rental. Powered by the Spin Insight system, all our vehicles feature over two dozen diagnostic sensors and advanced onboard microprocessors to identify 55 different error states throughout critical systems. If any error state is detected, the device can be automatically disabled, and our fleet managers will receive an alert for reactive maintenance. For faults that cannot be auto-detected (e.g., vandalism through spray paint), devices will be remotely locked by operations staff upon notification.

Preventative Maintenance Overview

S-100 No Seat/Basket, S-200: Every time our staff handle an S-100 for charging and rebalancing, they perform a four-part safety check:

- Structural integrity (holding bars, applying body weight to board, and rocking bars back and forth)
- Brake and throttle check (on brief test ride, testing brake and throttle for normal functionality)
- Visual inspection (top to bottom check of device for any graffiti, damage, or abnormality)
- Visual inspection of battery compartment for any abnormality

Every time our trained in-house mechanics service a device, it undergoes an inspection to verify they are safe to deploy. Our mechanics ensure:

- Functioning front and rear light;
- Sturdy, secure stem and handlebars;
- Functioning kickstand;
- Functioning brakes (able to seize-up or "skid" the wheel on flat ground);
- Intact wiring;
- Tires without abnormal wear;
- Properly attached stickers and vinyls; and
- Properly functioning battery and propulsion system

After servicing a device, our mechanics complete a test ride.

S-100 with Seat/Basket; Sporty: These adaptive devices require the same procedure as the S-100 with No Seat or Basket (above) and the following safety checks:

- Seat is level and the seat post adjustment functional;
- Basket is secure and undamaged; the center stand is undamaged;

S-300: Every time our trained in-house mechanics service an S-300, the e-bike undergoes an inspection to verify they are safe to deploy. Our mechanics ensure:

- Handlebars are straight and secure;
- Grips and bar ends are undamaged;
- Brake levers are level and cable tension are adjusted properly;
- Seat is level and the seat post adjustment functional;
- Basket is secure and undamaged; the center stand is undamaged;
- Functioning drivetrain;
    - Wheels are straight and securely aligned in dropouts;
    - Tires are securely mounted;
    - Pedals and crank are secure; and
    - The fenders are undamaged and functional.

- Functioning electrical components of the device:
  - GPS, dashboard, speaker, phone holder and charger are connected and functioning;
  - Front and rear safety lights are undamaged and work as expected.
- Visual inspection for any graffiti, damage, or abnormality, especially of the battery compartment.

Rio (Wheelchair Attachment): These adaptive devices require the same procedure as the S-100 with No Seat or Basket (above) and the following safety checks:

- Crossbar assembly has quick release mechanism at proper tension, with cam lever in the safety latch position;
- Dual disk brake check, as well as brake pads, before every customer use;
- Throttle check to ensure normal and safe functionality;
- Visual inspection (top to bottom check of device for any graffiti, damage, or abnormality);
- Functioning LEDs lights and color display;
- Functioning kickstand;
- Tires always without abnormal wear and filled to proper PSI;
- Properly attached stickers and vinyls for road use;
- Handlebar grips firmly attached without any abnormal damage;
- Ensure charger is provided and that all cables are free of damage;
- Lithium ion battery has a full charge to ensure immediate use, for up to 15 miles of range; and
- Visual inspection of the battery compartment for any abnormality.

For vandalized devices, our mechanics clean the device and replace any disfigured parts if they cannot remove graffiti. Cleaned devices undergo the same rigorous safety checks described above.

Recycling

Our sustainable recycling program includes partnering with local recyclers, such as Update Green, to send all decommissioned or obsolete devices, worn parts, and damaged batteries for End-of-Life processing. Update Green works with R2 Certified recycling facilities that provide an urban mining program to ensure 98% of our materials are recycled. Once the materials are mined, the recycler then sends these materials downstream for processing back into manufactured goods.

Below is a more detailed overview of our recycling process:

- Our mechanics harvest all re-usable parts from a decommissioned vehicle;
- Our mechanics then use these parts for repairs to reduce waste;
- Any non-reusable parts will be stored in a gaylord;
- Non-damaged batteries will be sent to a recycling center for repurpose or urban mining;

- Damaged batteries are packed in locally approved drums in keeping with all safety regulations;
- Our approved recyclers will pick up all loads of more than one gaylord; and
- The recycler will then close-loop all materials back into the manufacturing industry.

ADA Access

Broken Devices Identification and Retrieval Systems

We provide several easy ways for anyone to alert us to damaged vehicles. At the end of every ride, the Spin app asks for feedback, and automatically creates a ticket for our Customer Support team if riders select fewer than four stars when rating their ride. It is also easy to report any issue without starting a trip, by clicking the "!" button on the main app screen. This creates a ticket for our Customer Support team with a GPS tag, so that our Operations team knows where to take action. Every vehicle includes an informational placard with a 24/7 hotline, allowing members of the public to report issues directly to a staff member, who will forward their report to our Operations team. Our WCAG 2.1-accessible (Web Content Accessibility Guidelines) website also includes a link to make reports on every page. Once we know a device needs servicing, our local Operations team marks it "unrentable", which removes that device from the Spin app's map and prevents users from unlocking it. Our team retrieves the device within one hour.

Tip-Over Detection

In addition, we ensure that our Operations Team members are trained on ADA compliance so that we deploy devices in a manner that does not restrict access to walkways, sidewalks, and ramps. We also prioritize City and public requests to move devices that impede ADA accessibility on sidewalks. If selected to operate in San Diego, we will also use our Spin Insight Level 2 technology to detect whether a motorized scooter has been tipped-over or if it obstructs the public-right-of-way. Once Spin Insight Level 2 determines that a device is tipped or blocks ADA access, we immediately deploy our Operations Team to correct the issue proactively without notice from the City or public.

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

Affordability is essential to our business. We will have a variety of affordable pricing plans and incentives to attract new and retain existing users.

Standard Rate

Standard pricing is $1.00 to unlock, and a per-minute rate based on market demand and number of competitors. In San Diego, we are proposing a base $0.39 per-minute rate in addition to the $1.00 unlock fee. We will set a rate that incentivizes the usage of micromobility to move people away from single occupancy car trips. We always communicate the pricing clearly to users before they start their trip.

Commuter Pricing

We are open to establishing a discount during commute hours to encourage micromobility usage. Typically, commuter pricing is 15% that of standard rate.

Student Pricing

Rides starting within the UCSD campus will be at a rate of $1 to unlock and $0.24/minute. We are working with other campuses to establish student discounts.

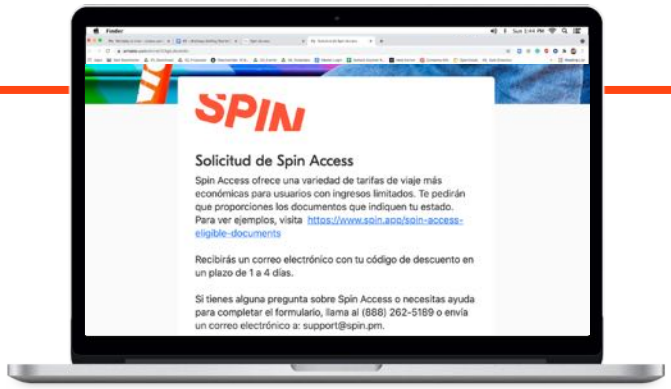
Special Payment and Pricing Options

Spin Access - Equity Pricing

Five Free 30-minute Rides: Spin will continue to offer five free 30-minute rides for San Diego residents who are enrolled in a local, state, or federal benefits program (e.g., Metro LIFE, CalFresh, SCE CARE).

Users who qualify can apply at www.spinaccess.com or by calling the Spin Support team. The online application is available in six languages: English, Tagalog, Chinese, Russian, Spanish, and Vietnamese.

To learn more about the Spin Access Program, please see Section L Question 4.



** Spin Access applications in Spanish and Chinese*

Access Zones

Access Zones are designated geographic areas where riders are given an automatic discount when they start their trip. Access Zones do not require riders to enroll in our Spin Access program, and are designed to be an additional method to increase the affordability of our service. Any trip starting from an Access Zone will automatically be given a 25% discount. Any user can take advantage of an Access Zone.

To identify Access Zones, we developed a two-phased, research-backed methodology based on demographic, environmental, and geographic data. This information was used to define areas of social vulnerability and transportation service gaps. In the first phase, we identified the populations in historically underserved areas. In phase two, we overlayed a set of suitability metrics to highlight areas with potential for device deployment within the areas of need. After starting a trip in an Access Zone, users will also receive an email with information about how to apply for Spin Access. For more information on how we and our partners will continue promoting Spin Access, please see the following page. More details on our methodology for determining Access Zones are available in the Appendix.

Cash Payment and Text-to-Ride Options

We offer several payment options for riders without credit card:

Prepaid Debit Cards: One of the easiest ways for riders without credit cards to utilize our services is to use prepaid debit cards, which are widely available at retail locations throughout Santa Monica. Riders simply load cash onto their prepaid card, which can then be used to purchase Spin credit within the app.

PayPal: We will provide cash payment functionality through PayPal's digitize cash feature, which enables riders to add cash to their PayPal account at thousands of major retailers like CVS Pharmacy, and 7/Eleven. Riders will be able to utilize PayPal balances to ride our devices and use their digitized cash for other purchases. We will provide riders with up to $5 in one-time ride credits to offset any fees charged by PayPal for digitizing cash.

Spin Cash Cards: These will be available for purchase at select facilities of our in-market community partners. If selected to operate in 2021, we will explore partnerships with Chrysalis Santa Monica, Santa Monica College, and the Westside Coalition, among others, to help sell Spin Cash Cards on our behalf.

Adaptive Device Pricing

Deployed adaptive devices will be charged at the Standard Rate and are eligible for other discount programs like Spin Pass, Commuter and Student Pricing, Low Income Pricing, and Access Zone pricing. Adaptive devices delivered via the library on-demand model will be free.

Peak Pricing

We do not implement peak pricing to further equity efforts.

Spin Pass

To further drive affordability, we have launched membership plans where users pay a single flat rate for hourly, daily, weekly, or monthly device use, regardless of the number or the duration of rides taken during a given time period. Proposed pricing for Spin Pass in San Diego is as follows:

[redacted]

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

Since Spin only employees in-house W2 employees, devices, Customer Support, and local Operations team members are available 24/7. With Spin's localized and in-house model, **Spin will respond to all relocation requests within one hour.**

Device Availability

- Deployed devices will be available 24/7.
- Library on-demand adaptive devices will be available 7 days a week from 8AM-7PM (see Section I Question 6 for more information).

Customer Support

We take pride in providing the best customer service in the industry with our in-house team of dedicated and responsive Customer Support representatives. We have multilingual staff members working 24 hours a day, seven days a week to respond to City, user, and public inquiries and requests. Phone calls are answered live and immediately. Customer Support tickets received by phone are answered on a first-come-first-served basis.

We offer several simple ways for users, the public, and City officials to contact us—whether to report a damaged, disabled, misplaced, fallen or improperly parked vehicle:

- Our Spin app;
- Website ("Support" icon in the upper right-hand corner at www.spin.app);
- Email (support@spin.pm);
- Phone (888) 249-9698;
- Text (619-332-5009); and
- Social media (Twitter, Facebook, and Instagram).

Field Support

Our in-house W2 team members work around the clock, 24/7, to proactively rebalance devices in the field and respond to any community concerns.

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.

Approach to Deployment

We take a multipronged approach to ensure high quality, efficient, and equitable deployment of our vehicles citywide. We aim to provide up to 30% of our devices in Communities of Concern. We will

ensure that there are a maximum of four devices per corral. We use Spin Mission Control, an internal tool that shows the density of vehicles across our entire service area, to highlight differences in deployment densities and support rebalancing. Our San Diego Operations team will leverage Spin Mission Control to find gaps in availability, pushing for efficient and equitable access to our vehicles. We also actively engage with community members to determine deployment locations and the appropriate mix of devices to make available.

Deployment Accuracy

We partner with Zoba, a third-party software company, to identify customized deployment location recommendations derived from demand patterns. Zoba's algorithm ranks our proposed deployment points, giving us valuable feedback to adjust deployment locations and share information with the city. We also can collect and review deployment recommendations from the community, in order to assess demand and substantiate the need for devices at specific locations.

Internally, our team assess deployment location recommendations from the above sources using a series of dashboards, which include mapping tools used to make tactical-level decisions about our markets. Maps include:

- **Forecasted Demand Maps** that show how many rides our third-party provider predicts will occur per hour on a city block-level;
- **Circulation Maps** that show how users will naturally drain and supply different areas of the City with devices;
- **Complementary Transportation Mode Maps** that show how many transportation alternatives (including walking, public transit, rideshare, etc.) exist in an area; and
- **Optimization Maps** that show where to rebalance or deploy devices to maximize rides for a given time period in the near future.

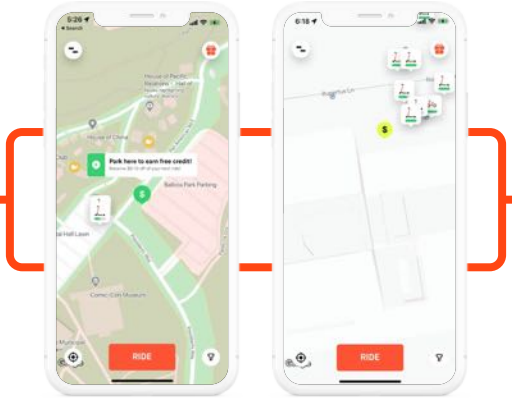
Additionally, we use historical trip data—typically six to eight weeks' worth—to project future deployment locations and demand. This algorithm combines the origin and destination of each trip with utilization velocity to infer demand patterns in a city. The algorithm's complex analysis recommends locations where motorized devices have the highest likelihood of subsequent future trips, colloquially known as 'stringing' together rides. A few of the core factors that drive this analysis include historical trips, weather, time of day, and day of the week. This critical information along with community engagement helps shape how and where we provide our service.

Ongoing Rebalancing

Starting during morning deployment, our Operations team will continuously rebalance throughout the day (24/7), patrolling the entire city, especially high demand, and busy pedestrian traffic areas. This tactic keeps the streets and sidewalks safe for locals and keeps us in compliance with local regulations such as the maximum corral requirements. We aim to address relocation requests as soon as possible, typically within one hour.

Incentivized Parking

Our Preferred Parking Spots (PPS) feature helps guide parking away from oversaturated areas. The deployment map in our mobile app shows riders clearly where they can earn ride credit by going the extra distance to end their trip at a PPS.



Use of Data or Technology for Enhanced Utilization and Management

Equitable Distribution Through Automated Alerts

We have set up automatic alerts and use our local team's expertise to monitor the deployment and distribution, maximizing vehicle access in more neighborhoods while maintaining orderly parking. We can easily identify the number of devices at a corral and determine rebalancing needs to comply with a maximum number of 4 devices per parking location.

Optimizing Vehicle Miles Traveled

We utilize computer algorithms to automatically calculate the most efficient routes for Operations Specialists deploying or rebalancing city-wide. This is especially valuable in markets like San Diego where swappable batteries are used, where the complexity of decisions increases exponentially—which device to swap, at what battery level, and where to place that device, in a logical route. Our system checks all vehicle routes with a route optimizer to ensure our drivers are taking an efficient route across the city to minimize the environmental impact of operational vehicle miles traveled.

Sensors and Diagnostic Maintenance Alerts

Devices which self-detect a fault, or which are reported to have any issue, are immediately disabled from rental. Powered by the Spin Insight system, all of our vehicles feature over two dozen diagnostic sensors and advanced onboard microprocessors to identify diagnostic sensors to identify 55 different error states throughout critical systems. If any are detected, devices can be automatically disabled, and our fleet managers will receive an alert for reactive maintenance. For faults that cannot be auto-detected (e.g., vandalism through spray paint), devices will be remotely locked by operations staff upon notification. We provide multiple channels for vehicle relocation requests including email, an in-app interface, our website, and a 24/7 contact number. This phone number is clearly visible on our devices, and we can equip the device with Braille stickers. Our Customer Support channels can easily be found in-app and on the website. The City and local police department will also have a dedicated phone

number to contact us in case of emergency. Our street teams will inspect the safe working order of all devices and e-bikes during rebalancing and will make them unavailable if any need maintenance.

Tracking Vehicle Miles Traveled (VMT)

We utilize decision automation software, Zoba, to optimize efficiency and reduce VMT associated with our operation. We track and monitor non-revenue VMT. The e-cargo bikes we use for rebalancing track their mileage. We utilize Samsara, a fleet management tool, to capture daily usage data including cargo van VMT. Using Samara, we are able to identify the number and length of all non-revenue trips.

Business Operations

We plan to work with small business partners to find ways to enhance their neighborhoods and draw foot traffic to their offerings. We remain responsive to business-owner needs, modifying deployment plans for special events, developing co-promotional marketing campaigns, and fostering creative partnerships. We will work with all respective organizations and stakeholders to provide local small businesses—particularly in neighborhoods of concern—with promotional opportunities to generate economic activity, by:

- Strategically placing devices in locations that allow merchant employees and customers affordable and direct access to local businesses;
- Incentivizing parking near underserved merchant corridors, leading to increased foot traffic for their small businesses; and
- Promoting local business through various marketing channels, including our website, social media, email, and recently launched podcast.

We hope to expand this type of partnership to additional merchant corridors and neighborhoods.

Additionally, we plan to partner with and explore membership opportunities with—but not limited to—business-oriented community organizations like the San Diego County Hispanic Chamber of Commerce, the Asian Business Association of San Diego, the Regional Chamber of Commerce, Downtown San Diego Partnership, the Hillcrest BIA, and the Adams Avenue Business Association to help identify additional promotional opportunities for long-standing small businesses.

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.

It is our business interest to maximize utilization of our devices. In addition to community feedback on where devices are wanted, we utilize machine learning to analyze app opens and historical trips to determine where devices should be deployed to maximize utilization. We also set automated alerts to notify our team to move any vehicle that has not been utilized in the last 48 hours. Similarly, we can also set automatic notifications for vehicle clusters with more than four devices. Our team in the field will prioritize rebalancing of such clusters.

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

We treat maintenance of our vehicles and infrastructure with the utmost importance and strive to ensure that 100% of deployed vehicles are in good working order. Our vehicles are inspected daily before deployment. Additionally, after 100 trips per vehicle, we performed an additional comprehensive maintenance inspection. All Operations staff are trained on how to perform these proactive and comprehensive maintenance checks.

Daily Device Check

Every time our staff handle our devices for charging and rebalancing, they perform a four-part safety check:

1. Structural integrity (holding bars, applying body weight to board, and rocking bars back and forth);
2. Brake and throttle check (during brief test ride, testing brake and throttle for normal functionality);
3. Visual inspection (top-to-bottom check of the device for any graffiti, damage, or abnormality); and
4. Visual inspection of the battery compartment for any abnormality.

S-300 E-bikes Check

Every time our staff handles our bikes for charging and rebalancing, they perform a three-part safety check:

1. Structural integrity check including tightening of all fasteners;
2. Review of all electrical systems (brake, display, motor) for normal functionality and absence of abnormalities; and
3. Battery health assessment.

Inspections Before Redeployment

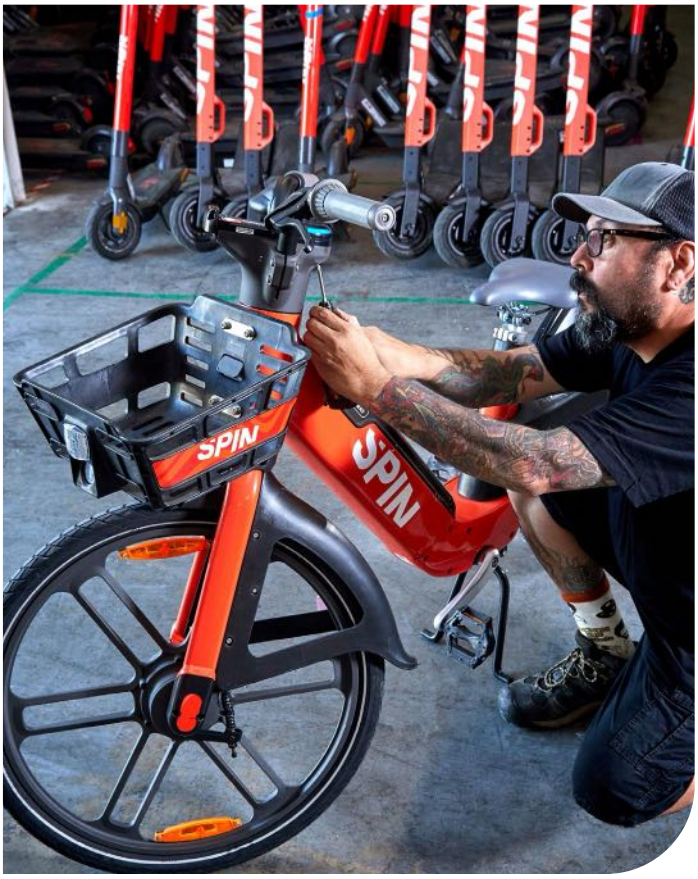
When our trained mechanics fix devices at our warehouse in San Diego, they only release repaired devices which pass the inspection checklist for redeployment.

E-bikes inspection checklist:

1. *Structural Safety Inspection*: Handlebars are straight and secure, grips and bar ends are undamaged, brake levers are level and cable tensions are adjusted properly, seat is level, seat post adjustment functional, basket is secure and undamaged, center stand is undamaged; Drivetrain inspection (wheels are straight and securely aligned in dropouts, tires are securely mounted, pedals and crank are secure, fenders are undamaged and functional); Lights are undamaged and functional (front and rear)
2. *Connectivity*: Check for functionality (GPS, dashboard, speaker, phone holder and charger)
3. *Aesthetics*: Top-to-bottom check of the vehicle for any graffiti, damage, or abnormality; Visual inspection of battery compartment for any abnormality
4. Visual inspection of battery compartment for any abnormalities;
5. *Pedal Assist and Braking test*: Brief test ride
6. Functioning front and rear light
7. Sturdy, secure stem and handlebars

S-100, S-200, Sporty inspection checklist:

1. Functioning front and rear light;
2. Sturdy, secure stem and handlebars;
3. Functioning kickstand (if applicable);
4. Brakes are functioning, able to seize up the wheel on flat ground ("skid");
5. Wires are intact;
6. Tires are properly inflated, with no punctures or abnormal wear;
7. Stickers and vinyls are attached properly;
8. Battery and propulsion system is functioning properly; and
9. Test ride completed by Operations mechanic.



Rio (wheelchair attachment):

1. Crossbar assembly has quick release mechanism at proper tension, with cam lever in the safety latch position;
2. Dual disk brake check, as well as brake pads, before every customer use;
3. Throttle check to ensure normal and safe functionality;
4. Visual inspection (top to bottom check of device for any graffiti, damage, or abnormality);
5. Functioning LEDs lights and color display;
6. Functioning kickstand;
7. Tires always without abnormal wear and filled to proper PSI;
8. Properly attached stickers and vinyls for road use;
9. Handlebar grips firmly attached without any abnormal damage;
10. Ensure charger is provided and that all cables are free of damage;
11. Lithium ion battery has a full charge to ensure immediate use, for up to 15 miles of range; and
12. Visual inspection of the battery compartment for any abnormality.

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.

Communicating Issues or Concerns

Sometimes other riders or members of the public will reach out to us to tell us about a device in need of rectification. All of our devices display a unique identification code, customer support number and website, so it is easy for concerned citizens to bring the device to our attention. We are in the process of adding braille tags to all of our devices, to help the visually impaired report problems.

We take pride in providing the best customer support in the industry, including having a dedicated and responsive in-house team of 37 staff members. We encourage members of the public to communicate with Spin through a variety of channels:

- Our Spin app;
- Website ("Support" icon in the upper right-hand corner at www.spin.app);
- Email (support@spin.pm);
- Phone (888) 249-9698;
- Text (619-332-5009); and
- Social media (Twitter, Facebook, and Instagram).

Communication Options for Residents Requiring Accessibility Accommodations

We understand there is a wide array of backgrounds and abilities of the users and residents within the communities in which we operate. For users who do not feel comfortable communicating in English, our Customer Support team can accommodate a variety of languages including Spanish, German, Mandarin, Vietnamese, and Portuguese, with more than twenty other languages translated live via an intermediary third party.

All users can also contact Spin through our app. Our mobile app is compatible with screen readers such as VoiceOver (iOS) and TalkBack (Android). These screen readers describe each element on the screen audibly so that users can utilize our app without looking at their device. The screen readers can be activated through the phone's settings, listed under Accessibility. As we add new features to the app, we ensure that all new features are also accessible to users using screen readers.

Users and non-users alike can contact us through our website, which is formatted to comply with WCAG standards (https://spinpm.wpengine.com). Members of the public can contact Support by phone, email, or chat.

Finally, based on feedback from the disability and accessibility organizations we have worked with in San Diego and other cities, we have added braille and large text stickers to all deployed devices that have Customer Support's phone number affixed in a location accessible for those who may be visually impaired. This enables those who are blind or low-vision to contact Support if they find that a device is left blocking the right of way.

Responding to Concerns

We aim to respond to community concerns as soon as possible, typically within one hour. Depending on market specific requirements, we may also prioritize the requests coming from the market to meet any agreed upon requirement for request turnaround time. We operate a 24/7 live-phone support channel that we staff in accordance to expected volume per hour.

When a relocation request is submitted to our Customer Support team, the request is immediately sent over to our in-house W2 operations team who is deployed to rectify and fix the issue.

Tracking Concerns

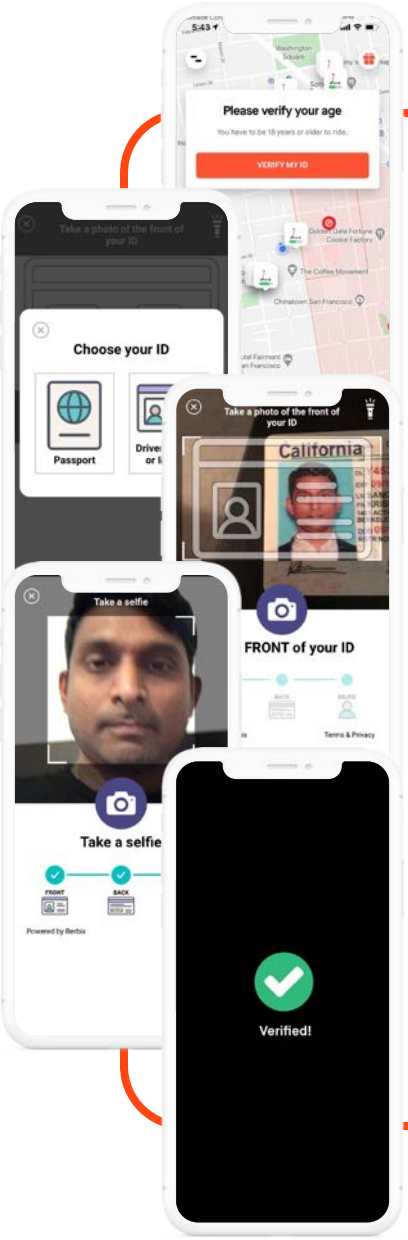
We track all cases and concerns via Salesforce case management. Each case is required to have an issue type, resolution type, and city/campus attached to it before closing the case out. This allows us to search and report on what issues have been more consistent in any market we operate in.

Timeframe for Response

The current average response time is between 5-15 minutes once a written request is received. Complaints called in are answered in order received but typically do not exceed 60 seconds in wait time. Once a complaint has been received, our Customer Support team notifies the Operations team immediately via a trackable ticket. In compliance with the City of San Diego's Terms and Conditions, the Operations team will complete relocation requests within 1 (one) hour of ticket receipt.

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.

Front-End Technology



Our mobile app is available for both iOS- and Android-compatible smartphones. Our user-friendly app allows riders to set up an account as well as to begin or end a ride easily. During sign-up, the app helps with the verification of the government-issued identification (pictured right), the payment, and the identity information. The app displays a map of device locations and their rental availability, as well as geofenced areas where devices cannot ride, park, or roll at regular speed. Users can also access their account information via the app to view past rides, costs, and other data. All communication between the back-end server and the app is TLS/HTTPS encrypted and JWT authenticated.

Our mobile app is compatible with screen readers such as VoiceOver (iOS) and TalkBack (Android). These screen readers describe each element on the screen audibly, so that riders can utilize our app without looking at their device. The screen readers can be activated through the phone's settings, listed under Accessibility. We also use the app to push safety as well as parking education notifications to our riders. Furthermore, the app informs users about past or pending consequences for inappropriate driving or parking behavior. The app tests rider knowledge through safety quizzes and can detect levels of intoxication via a response-timed test. Finally, the app is one among many gateways to our around-the-clock multilingual customer support.

Those without access to a smartphone or who may otherwise use SMS (text messages) only can register for our Spin Access program to utilize our text-to-ride feature: The user's Spin Access code and vehicle number are texted to a designated phone number, which will unlock the device for use, and similarly lock the device when the rider has finished their trip.

Back-End Technology

We use Amazon Web Services (AWS) for all services, preventing unauthorized persons from physical access to the servers. Software services are provided via AWS as well and are set up to be redundant and scalable and therefore always on. Network ingress and egress is managed using segregated networks, which prevents unauthorized access at the network layer. Servers are containerized microservices divided into custom security groups for fine-grained access control. We use standard AWS machine images for virtualized hardware, ensuring best practices for patch maintenance and security updates. We deploy software systems to multiple availability zones to provide the necessary redundancy. All data is encrypted in transit and at rest to ensure both confidentiality and data integrity. We schedule regular backups and snapshots. All actions and events are logged to immutable logs.

Device Technology

Our devices are equipped with GPS and cellular technology and report position information, device status information—such as battery levels or self-detected faults—and similar key information to the backend servers at regular intervals: every five seconds during rental and every thirty minutes during rental availability. Data collected from devices can be shared via our Mobility Data Specification (MDS) and General Bikeshare Feed Specification Application Programming Interfaces (APIs).

Data Availability, Specifications, and Content

Device status and trip data can be provided directly to the City or its designated third party via MDS (version 1.1.0) and GBFS (version 2.2) APIs. Our documented APIs will expose real time and archival data on vehicle location and availability, device status/events, and trips as outlined below:

- Near real-time location and availability data for the entire fleet is accessed through the Vehicles endpoint of the MDS Provider API, or through the GBFS API;
- Archival device status and event data is accessed through the Status Changes endpoint of the MDS Provider API; and
- Archival trip data is accessed through the Trips endpoint of the MDS Provider API.

Additionally, we share data not contained within documented MDS or GBFS API specifications via on-demand or quarterly custom reports. These can provide greater insight into device utilization and number of riders, trip origins or destinations within specified geographic areas, customer service and rider feedback, maintenance and fleet activities, safety incidents, and sustainability practices. We can also share data from additional sources, including distribution of a City survey to our users, or enabling a post-ride survey which can provide greater insights into rider behavior by linking the respondents' answers with their trip data, including mode choice, transit connections, and trip purposes.

As mentioned in previous sections, we will provide a data dashboard through Blue Systems' Mobility Manager platform which visualizes sidewalk detection and parking compliance data collected from our devices enabled with Spin Insight Level 2. This dashboard includes heatmaps for riding location by infrastructure type, aggregated metrics and evaluation including time, distance, and percentage of riding by infrastructure type, and near real-time availability map and metrics indicating parking compliance. This dashboard also includes the ability to incorporate geospatial layers for evaluation of specific geographies or comparison with other data sets such as parking corral locations or bike infrastructure networks. Additionally, time and date filters allow for evaluating change in metrics over time. See the Appendix for screenshots and brief description of Blue Systems' Spin Insight Level 2 data platform.

We recognize the importance of sharing data with the agencies and jurisdictions in which we operate, and are committed to working collaboratively to provide access to the data the City needs, while ensuring user privacy is protected. We have never been found to be out of compliance with data sharing requirements during our time operating in San Diego, and have been immediately responsive to any questions or concerns regarding our data or APIs. We support data sharing with City-designated third parties, and have also collaborated with SANDAG as they have been working to develop their micromobility data clearinghouse, being one of the first operators to draft and voluntarily enter into a data sharing agreement with them, as referenced in the letter provided by SANDAG in the Appendix.

11. Describe your plan to protect personal customer data.

Our consumer-facing Privacy Policy details our data practices, including what data we collect, how we collect it, with whom we share it, how long it is retained for, consumer rights regarding such data, and how we comply with all applicable data privacy laws. This Privacy Policy is always available on our website (spin.app/privacy), and all riders of our services are asked to review and consent to this Privacy Policy at the time of signing up for an account.

We are deeply committed to safeguarding user privacy and take this issue very seriously: we gather as little data as possible from our users; we never sell data; we only share data where there is a clear business need and then only after appropriate protections are in place; we follow industry-standard practices in data management on our systems; and we are working to transform our digital infrastructure to build privacy into its architecture.

Spin acknowledges the City's plans to implement a Privacy Ordinance. Spin supports this endeavor and commits to operating within the bounds of the ordinance and any requests for additional information or a presentation before the Privacy Advisory Commission, once established. Additionally, we are co-chair of the Open Mobility Foundation's Privacy Committee, as well as a member of its Strategy Committee, both of which work collaboratively to ensure cities and universities can access the mobility data they need for program oversight, compliance, and planning purposes, while ensuring user privacy and protection of mobility data are upheld.

By default, all user and trip data are encrypted at rest at the database storage layer and during transfer using TLS. In sharing travel data externally with our city or campus partners through APIs such as the Mobility Data Specification (MDS) or the General Bikeshare Feed Specification (GBFS), or via custom aggregated reports, we ensure that only relevant data collected from the device is included, and never pass-through personal information of riders, thereby ensuring any travel data shared externally is anonymous.

We use Adyen, a PCI-compliant payment portal, to process user payments, therefore we never store user's financial information, including credit card information. Credit card transactions are forwarded to our payment processor, and we receive tokens, which ensures that we do not have access to credit card data. A copy of our most recent third-party PCI DSS Compliance Certificate is included in the Appendix.

We have never had a data breach.

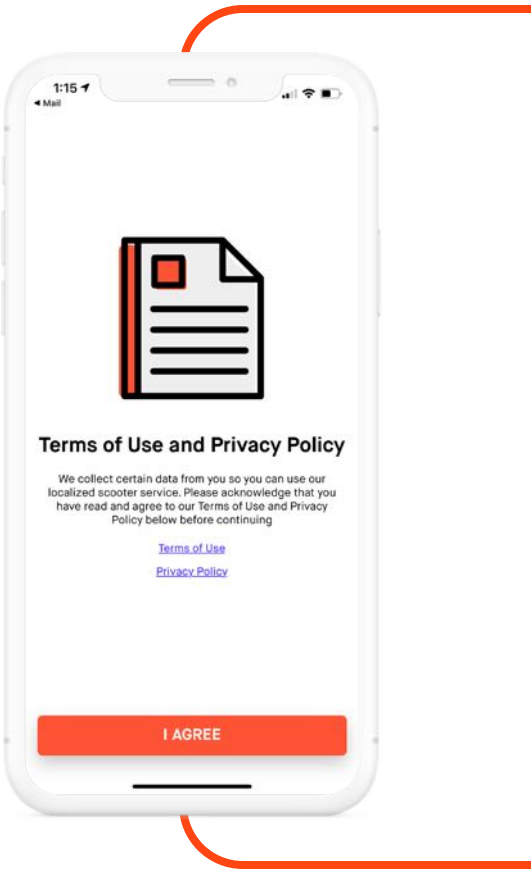
We do periodic dry runs to build organizational habits if such an incident should occur. Our policies and practices result in pro-active security management, which plays a significant role in keeping our systems and data secure.

We have implemented an ongoing Bug Bounty Program with BugCrowd. As a part of this program, researchers from BugCrowd's pool of security experts continuously probe Spin's systems, looking for vulnerabilities or bugs that can be exploited. Once a security vulnerability has been detected, BugCrowd's findings are prioritized by severity and fixed.

Since Q2 of 2020, when we started our bug bounty program with BugCrowd, there have been no Critical (P1), five High (P2) and a handful of lower priority (P3 - P5) issues reported, which were on average resolved in a matter of days.

A separate round of third-party penetration testing provided by NCC group found no critical or high-severity issues, two medium, four low, and six information issues, based on the Common Vulnerabilities Scoring System (CVSS) scale. These issues also were resolved, on average, in a matter of days

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.



We do not sell user data, and we only collect user data that is reasonably necessary to facilitate use of our devices, as well as related services. Data that the user provides may include an email address, phone number, and government-issued identification information. In addition, participation in certain programs (for example, our Spin Access program) requires the submission of documentation to prove eligibility, which may include identification checks to verify a user's identity as well as using a variety of sources such as a driver's license, state-issued identification, or passport.

Data from other sources may include information provided by payment service providers, identity verification providers, analytics service providers, and security services providers. Finally, automatically collected information may include location information (provided by the user, the user's device, or the device), device information (such as IP address and device identifiers), cookies, pixels, and web beacons; and analytics services (such as Google or Amplitude Analytics).

We may share user data with service providers (limited to that which is reasonably necessary to provide the services or business purpose); affiliated companies (if part or all the services are being provided by our affiliate); and state or national regulatory agencies (when required). We may also share user data when required to do so for legal compliance, security protection, business transfer (corporate transaction involving Spin or affiliated company's assets, including merger), or with the user's consent.

The user has the choice to opt out of sharing location information, although doing so may render it impossible for the user to utilize our services. Users also have the option to limit the data shared with analytics and advertising partners by tailoring their selections in the "Cookie Settings" link at the bottom of our website. Where applicable, users have the right to request to be informed about the categories of personal information we collect, to be granted access to or a copy of such personal information, and to delete certain personal information we may hold.

The information summarized above is explained to users in detail through our Privacy Policy, available on our website at www.spin.app/privacy. All users are required to review this Privacy Policy at the time of account registration, prior to being able to begin their first ride.

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.

Spin will work with the City of San Diego and other stakeholders to ensure the appropriate speed is set for new and returning users while in compliance with state and local regulations.

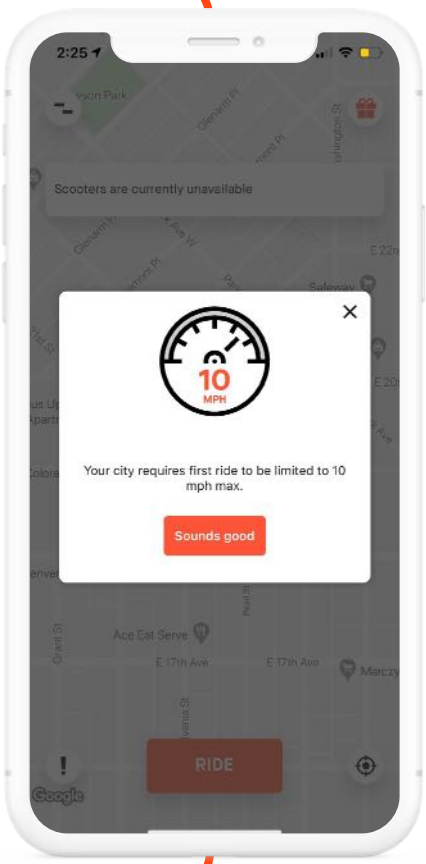
Speedometer on All Vehicles

We are one of the few operators with speedometers on all devices. This visible feature provides users with a functional awareness tool to better manage and control their speed and safety.

Speed Reduction and Deactivation

We will limit speeds in a variety of ways to increase safety and awareness to our users. Changes to speeds and geofences are effective to the entire fleet within minutes.

Speed Reduction: Our Operations team can utilize Spin Insight Level 2 and geographic zone speed restrictions at the back end, requiring no update to the deployed device's firmware. Changes are effective for the entire fleet within minutes.



Spin Insight Level 2: Sidewalk Detection Technology: Spin has the ability to slow or stop the scooter (in a safe manner for the user riding) if the scooter is detected on sidewalks using Spin Insight Level 2.

Slow First Ride: The micromobility industry observed early on that a user's first trip incurred a surprising number of all the safety incidents—up to one third, according to some studies. We at Spin responded with a feature that automatically sets our devices to lower speeds for a user's first trip. We are working on extending this to support tracking the first-time riding at the level of the vehicle type, so that riding different models can be treated as a novel experience as well.

Capping speed: We will comply with the City's requirement that devices cannot exceed 15 MPH. When going down hills, Spin's fleet devices automatically and safely engage regenerative braking in the motor to keep speeds under the 15-mph limit.

Geofencing: We use geofencing as a critical tool for enhancing safety. Our deployed devices report their location every second and accurately respond to our internal geofences. With respect to speed, our backend supports go-slow as well as no-go zones. Entering such a zone either caps the device's top speed to the defined limit or makes the device roll to a stop altogether (at a safe speed to ensure user safety). Users get an audio warning from the device as well as a push notification on the Spin app to educate them about the situation. We will work with the City and comply with geofencing requirements.

L: Equity Programming

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.

We are proud to offer a transportation option to give people the freedom to move, whether that be to reach work, home, healthcare, or family. The flexibility and ease of dockless mobility provides a nimble, scalable, and fun transportation option that can meet transportation needs, especially in neighborhoods that have limited mobility options.

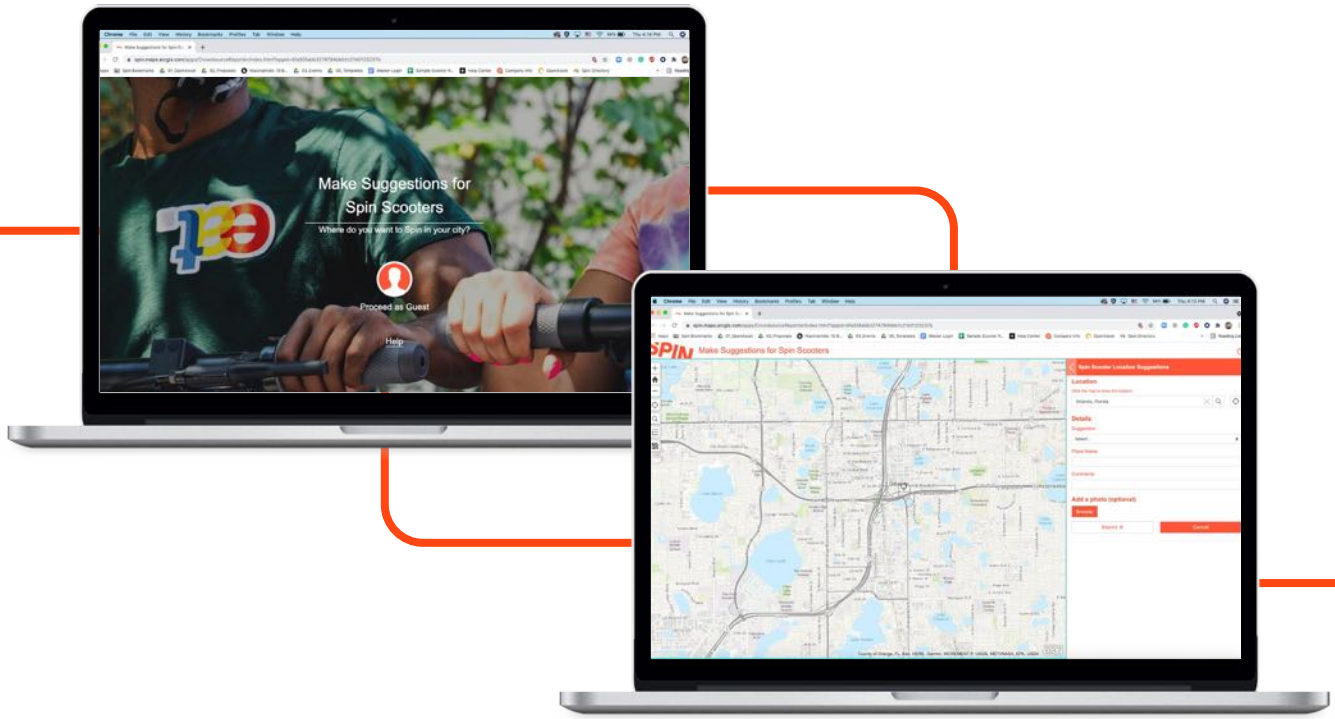
As micro-mobility becomes an important part of urban transportation networks, we put equity front and center in providing our mobility services (see www.spinmobilityequity.com). Every program, product, and decision we make supports the following goals:

1. Increase access to micro-mobility options for Communities of Concern;
2. Reduce financial and technological barriers to using our service;
3. Make our streets safe, livable, and just, for all who use them;
4. Ensure our services do not impede movement in the public right-of-way;
5. Highlight transportation needs and voices of underserved communities in local policy and planning processes; and
6. Prioritize mobility partnerships and investments which also advance local social and economic initiatives

Goal #1: Increase access to micro-mobility options for underserved communities

Our mission is to give people the freedom to move, a goal that is most important to fulfill for our riders who face transportation barriers. That begins with making sure our vehicles are available throughout the service area, particularly in communities of concern, such as Barrio Logan and City Heights.

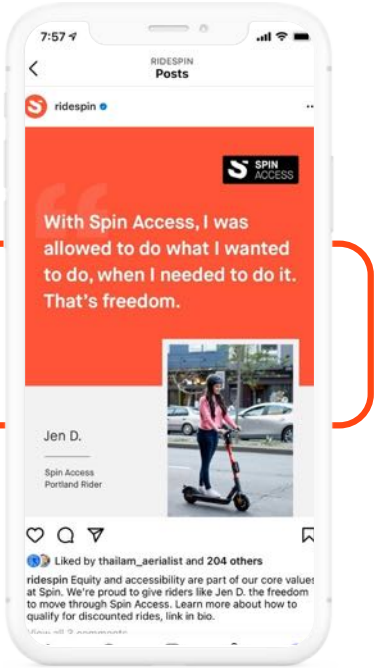
We take input from our partners to ensure we are deploying devices where they can be used to access jobs, goods, and services, such as at transit stops and community centers. Additionally, to move beyond a top-down deployment strategy, we developed the Community Mapping tool, which enables users to request future deployment points and Preferred Parking Spots.



Goal #2: Reduce financial and technological barriers to using our service

Our **Spin Access** program provides **five free 30-minute rides a day** for San Diego residents who are enrolled in a local, state, or federal benefits program (e.g., SNAP, EBT, CalFresh, SCE CARE), as well as University of California at San Diego (UCSD) students currently enrolled in the Federal Pell Grant program. Users who qualify can submit an application at www.spinaccess.com or by calling the Spin Support team. The online application is available in six languages: English, Tagalog, Chinese, Russian, Spanish, and Vietnamese.

We make it easy to learn about and enroll in the program. All users are informed about Spin Access in their "Welcome" email after creating an account, with information about how to apply for the discount. We regularly alert riders through email campaigns and in-app notifications that they may be eligible for free rides under the Spin Access program. We run social media campaigns (example below) featuring real users who use the Spin Access program. Since launching in San Diego in 2019, 164 people have registered for the Spin Access program, taking over 6,000 discounted rides.

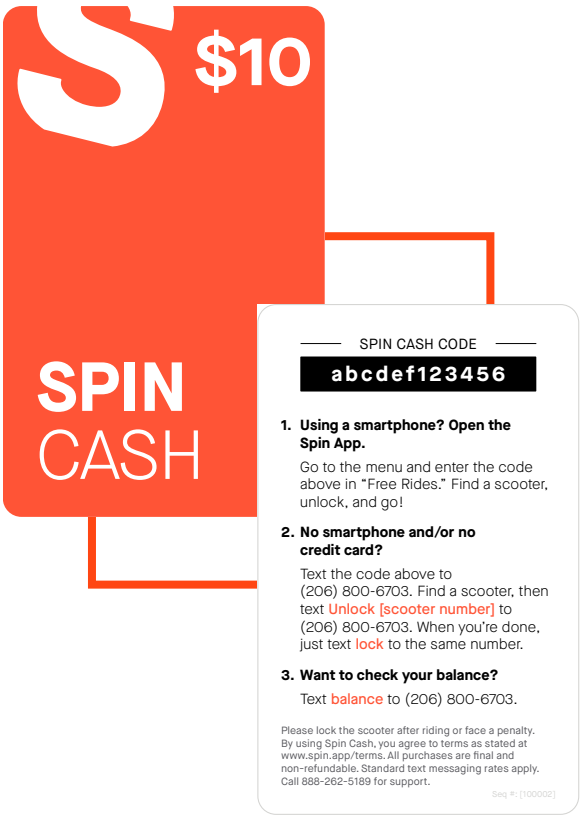


As outlined above, San Diego-specific Spin Access collateral in English, Spanish, and Chinese is provided in print and digital form to all organizations who partner with us on the Spin Access program, including the Urban Collaborative Collective and PATH. We are happy to translate the collateral into additional languages at the request of our partners. This information is provided at every in-person and virtual event in which we participate.

Although we strive to advertise and enroll eligible users in Spin Access, some people remain unfamiliar with the program. Therefore, we have established **Access Zones** across San Diego, including in the City Heights, Oak Park, Barrio Logan, Logan Heights, Mountain View and Lincoln Park neighborhoods. Users who start their rides in an Access Zone receive an automatic 25% discount on their trip, plus an automated email encouraging them to apply to Spin Access if they are eligible.

We provide multiple payment options for users who are unbanked or do not have a smartphone. Users without credit cards often utilize our services via prepaid debit cards, which are available at retailers throughout San Diego. Riders use cash loaded onto their prepaid card to buy Spin credit in the app. We will also support PayPal's Digitize Cash. Users can top up their PayPal account at major retailers.

Additionally, users can buy **Spin Cash Cards** (pictured to the right) at our warehouse. Spin Cash Cards enable unbanked and non-smartphone users, as well as users with limited data plans, to utilize our devices. Non-smartphone users simply text a unique code to a dedicated phone number to unlock a device. If they purchased a Spin Cash Card, the cost of each ride will be taken from that card. For users with a low or no data plan, they can add credit to their Spin app while on Wi-Fi, then use the SMS system to unlock devices, which will use their loaded credit for the cost of each ride. Instructions for how to use the SMS system are on physical Spin Cash Cards, in the email sent to all new Spin Access users, as well as at www.spinaccess.com.



If selected to continue operating in San Diego (and when it is safe to do so in terms of the pandemic), we will work with community partners in communities of concern to sell Spin Cash Cards on our behalf. We have established such partnerships successfully in other markets, including Bakersfield, CA and Santa Monica, CA.

Goal #3: Make our streets safe, livable, and just, for all who use them

Through our Streets Program we work with local nonprofits, city agencies, and advocates to create streets that are safer, more livable, and accessible. We believe it essential to our business and see it as our responsibility to open our streets to all modes of movement and to all people. Our Streets program website details our recent projects throughout the country, from awarding Park(ing) Day grants to 31 organizations around the world in September 2021 to hosting a Build a Better Barrier competition to help cities make their streets safer for micromobility users.

If selected to continue operating in San Diego, we are committed to collaborating on a signature tactical urbanism project, which could include intersection transformations, communal space buildouts, parklet builds and protected lane pop-ups. Our staff will engage with city staff and partner community organization(s) to collaboratively scope, fund and develop a tactical urbanism "quick build" project with mutually agreed upon goals.

Safe Streets Project in Partnership with the City of Salt Lake

Goal #4: Ensure our services do not impede movement in the public right-of-way

We seek to provide a safe and affordable service to all residents, yet we know that some people cannot use our devices. The elderly, visually impaired, and parents with young children are among the groups of people who need sidewalks clear of obstruction to move safely. We are committed to continuing our robust safety education program, coupled with our penalty structure, to ensure devices are ridden off sidewalks and park outside the right-of-way. Our newest technology, Spin Insight Level 2, alerts the user, surrounding pedestrians, and our local Operations team when a device mounts the sidewalk or is parked incorrectly, giving us an even greater ability to keep others safe and hold users accountable. We will heighten staff coverage and community engagement, especially during large events like Comic-Con, Pride, Rock' N' Roll Marathon, Holiday Bowl and associated parade.

Goal #5: Highlight transportation needs and voices of underserved communities in local policy and planning processes

We know that the most vulnerable communities often lack time or ability to contribute to local policy and planning processes. Meeting community members where they are, through organizations they know and trust, is a priority of ours. In San Diego, those organizations include, but are not limited to the Urban

Collaborative Project, PATH, and the San Diego Promise Zone Healthy Communities Working Group.

While each partnership is different, collaborations begin by understanding how the organization and its members view micromobility. Often, free-floating devices are met with wariness and suspicion, perceived as a sign of gentrification or as simply not being "for'' certain communities, particularly people of color. By starting from a place of humility, we hope to understand the challenges community members are facing and take steps to make our program serve them. From there, we can work to apply the best practice - whether it's through customized fleet deployments, facilitating signups on Spin Access, hosting community events, or providing funds to support local initiatives or build safer streets infrastructure.

Goal #6: Prioritize mobility partnerships and investments which also advance local social and economic initiatives

We are committed to providing device access in areas underserved by existing transit resources. Our partnerships inform the investments we make to support underserved communities.

For example, we recently partnered with PATH, a local nonprofit providing supportive services to in-need San Diegans, to ensure that all of their clients are given the opportunity to sign up for our Spin Access program. This was executed through a PATH staff training session coordinated by Spin staff. During the session, we trained PATH staff on the Spin Access program, application, and umbrella enrollment process. During the umbrella enrollment process, PATH staff are able to pre-approve low-income constituents, without those constituents having to provide proof of eligibility to Spin. We plan to conduct regular Spin Access open house events where PATH constituents are given the opportunity to sign up for the program, acquire a free helmet, and participate in a Spin Safe education program.

If selected to continue operating through 2022, we will continue to build off this partnership and replicate it with other local partner organizations such as, but not limited to Doors of Change and the San Diego Workforce Partnership.

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.

Our mission is to give people the freedom to move, a goal that is most important to fulfill for San Diegans living in underserved communities as identified by the City's Climate Equity Index. Our Spin Access program provides free rides for low-income riders and alternative access options for people without credit cards or smartphones. By collaborating closely with local partners working in communities of concern, such as affordable housing organizations and workforce boards, Spin seeks to meet people where they are. We have seen success, and will continue to build upon the following outreach methods:

- Events: Spin Access marketing materials and enrollment forms are available in multiple languages

(pictured in Chinese and Spanish below) at each event in which we will participate. For example: YMCA MLK Breakfast, Pride, Comic-con, Rock & Roll Marathon, CicloSDias, Kaaboo, and Wonderfront.

- Advertising: We advertise Spin Access through multiple external channels, including newspaper ads, out of home advertising on local transit assets, and social media posts.
- Marketing: Spin's marketing team regularly sends emails and in-app messages to riders about the Spin Access Program.
- Partner Promotions: We work with our partners to disseminate information about Spin Access through their newsletters, websites, and social media channels.
- Spin Access Partnerships: For partner organizations that primarily serve low-income populations (such as affordable housing organizations), we establish a Spin Access Partnership that allows the organization to vouch for the rider's eligibility, streamlining the application process.
- Reliable Deployment: Discounted rides are unhelpful if our devices cannot be found reliably. We elicit feedback on operations and deployment points during our partner meetings and via our community suggestions tool.

To ensure an equitable quality of service is available each day, we aim to **deploy up to 30% of devices in mapped Communities of Concern.** At least 6 community events per year will take place in Communities of Concern like, but not limited to Barrio Logan, Normal Heights, and City Heights. We are eager to continue serving Spin Access users in San Diego and working with community partners, including but not limited to, PATH, The Urban Collaborative Project, and the San Diego Promise Zone Healthy Communities Working Group to expand the reach of our program to the City's underserved communities.

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.

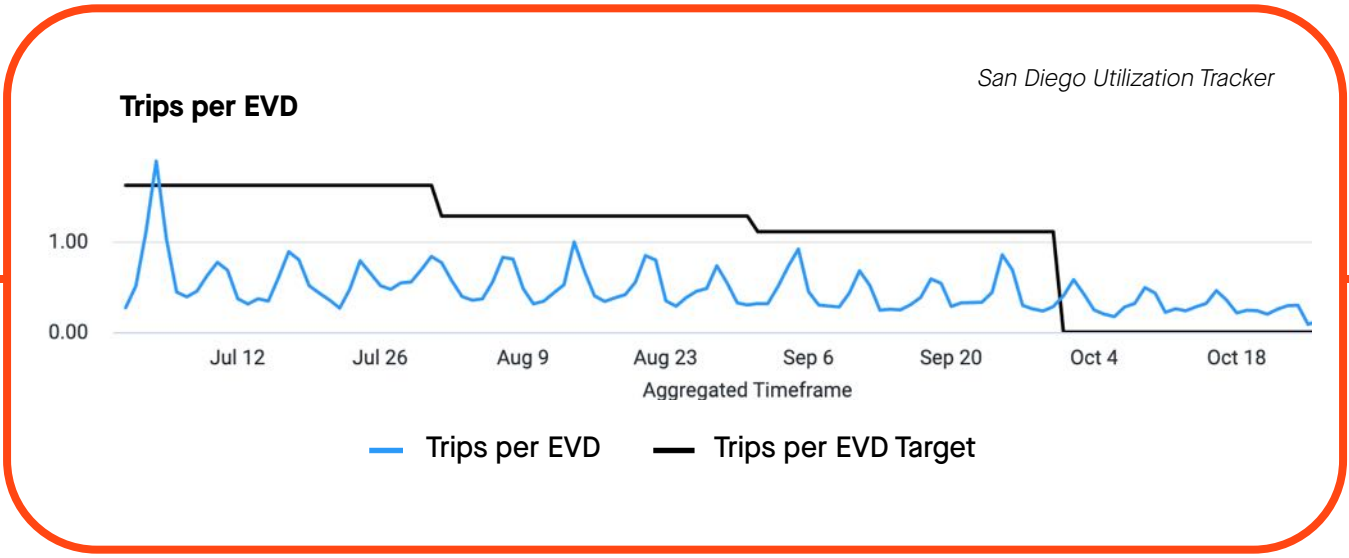
To increase access and equity, we commit to increasing outreach and education in communities who face transportation barriers. We will also utilize data such as app opens, trip starts and trip ends to identify areas of particular interest in terms of vehicles. We will also use this data to identify areas underserved by our fleet to add additional deployment locations.

We strive to provide reliable, affordable mobility options to our riders. To better serve members of the community who face transportation barriers, we will conduct a minimum of 12 meetings/initiatives a year to survey community feedback on deployment locations.

We utilize the following strategies:

- In-person outreach with Spin Access organizations, including the San Diego Promise Zone Healthy Communities Working Group, Circulate San Diego, PATH, and The Urban Collaborative Project. We provide Rider Mapping tools to organizations & their constituents;
- Utilization of data dashboards to maintain availability in underserved communities; opportunity zone maps serve as the baseline; and
- Assigning team members to monitor specific neighborhoods on each shift helps with compliance and device availability.

We aim to maximize utilization of our devices, as measured by trips per device per day. Furthermore, we use historical and real-time data such as app opens, trip starts/trip ends to make sure that we are providing a sufficient supply of scooters to underserved communities. We also consider in-app feedback, survey responses, customer service emails and social media mentions to inform deployment decisions. Finally, our nimble operations team can respond quickly to requests for more vehicles near special events and social gatherings.



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.

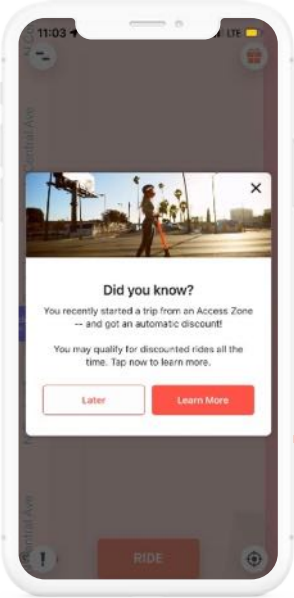
Spin Access - Equity Pricing

We will continue to offer five free 30-minute rides to San Diego residents who are enrolled in a local, state, or federal benefits program (e.g., Metro LIFE, CalFresh, SCE CARE).

We make it easy to learn about and enroll in the program. All users are informed about Spin Access in their "Welcome" email after creating an account. We run social media campaigns featuring real users who use the Spin Access program.

We are constantly evolving our Spin Access low-income and special fare programs to ensure we meet the needs of the diverse communities we serve. For example: we recently conducted a people-focused Spin Access redesign to focus on serving those with barriers to mobility. We primarily targeted financial and technological barriers to mobility, but also made improvements to reliability, enrollment, and price transparency.

New customers who sign up for a Spin account will receive a "welcome" email. This email will include information about Spin Access and directions on how to apply for the discount. We will run periodic information campaigns throughout the pilot program, with in-app pop-up messages to inform riders about Spin Access and other special fare options.



Access Zones

We have established five Access Zones in underserved communities as identified by the City's Climate Equity Index, giving users an automatic 25% discount when they start a trip in any of those zones. Any user can take advantage of an Access Zone since it does not rely on prior enrollment. We are open to working with the City and community members to identify additional neighborhoods where Access Zones are most beneficial in furthering mobility options for residents. After starting a trip in an Access Zone, users also receive an email with information about how to apply for Spin Access to ensure they receive five free trips each day, regardless of where their trip begins. For more information on how we and our partners will continue promoting Spin Access, please see Section L, Question 1.

Case Study: Salt Lake City

Since launching in Salt Lake City, Spin has always deployed more devices west of the I-15 Freeway than any other company. At the height of the pandemic, we pioneered the Access Zone and designated a large area west of I-15 as an Access Zone. In 2021, 5.2% of all Spin trips in Salt Lake City originated from the Access Zone. The discount furthers first and last mile transit connections east of I-15 and is subsidized by Spin.

Everyday Heroes

COVID-19 has impacted all aspects of our daily lives, including transportation systems. As some cities have scaled back their public transit services, we offered free, socially distanced transportation options to essential workers who are most in need of alternative transportation options. From March 2020 through December 2021, Everyday Heroes participants were provided with 5 free 30-minute rides per day, plus free helmets. This program provided more than 35,000 trips to healthcare providers and other essential workers in the continental USA.

Library On-Demand Adaptive Devices

Our local in-house W2 Operations team delivers and picks up adaptive devices from the user. Adaptive devices delivered via the library on-demand model will be free of charge for users.

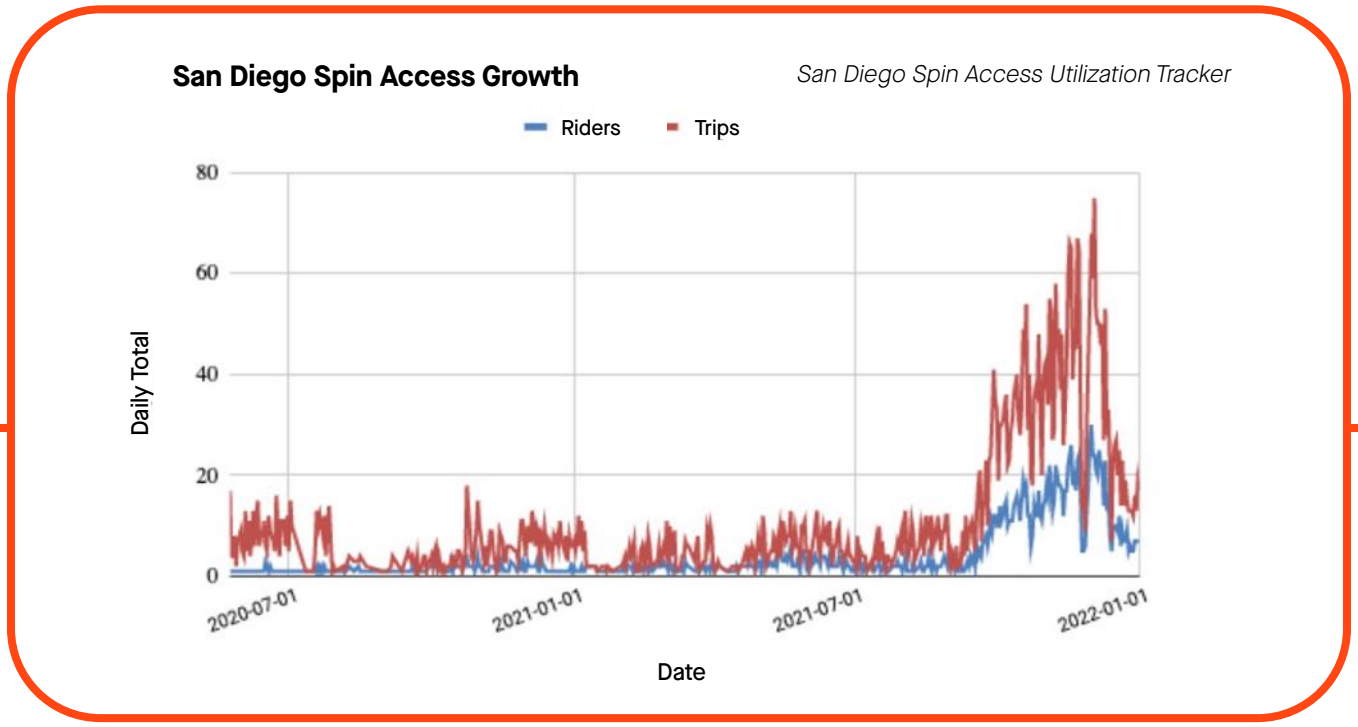
Membership Options

To support commuters and last-mile transit connections, we offer Spin Pass, an affordable membership option for users to allow for daily, weekly, and monthly rental passes. We're also proud to offer Spin for Business, a monthly subscription paid for by employers on behalf of their employees. Several nation-wide organizations and companies have expressed interest in marketing this product to their members to make the switch to a more sustainable commute post the COVID-19 pandemic. Spin Pass and Spin for Business pricing is as follows:

- **1 hour** - $9.99 ($0.15/minute)
- **2 hours** - $13.99 ($0.12/minute)
- **24 hours** - $19.99 ($0.01/minute)

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.

In San Diego we offer our Spin Access program, which provides 5 free 30 minute rides per day to those who qualify. We observed ridership trends across all of our markets to determine the type of program offered in San Diego. On average, our Spin Access riders take 2.26 rides/day. By offering 5 free rides per day, our riders can take trips for their commute, errands, or recreation. << We continue to look at the volume and location of app-opens and collect feedback from individual community members to determine deployment. Qualified residents have welcomed the addition of 5 free 30 minute rides because tit presents a low barrier to entry and completely free, unlike many programs charging a subscription fee or requiring partial payment. Since we began operations in San Diego, 166 riders have been accepted into the program and have taken a total of 5,839 rides. The daily number of riders and trips has increased over time (see chart). Their average trip duration is 14.3 minutes and average trip duration is 1.30 miles.



PATH - San Diego, CA: We partnered with PATH to ensure that all of their constituents are given the opportunity to sign up for our Spin Access low-income program. This was executed through a PATH staff training session coordinated by Spin staff. During the training session, we trained PATH staff on the Spin Access program, application, and umbrella enrollment process. During the umbrella enrollment process, PATH staff is able to pre-approve low-income constituents, enabling users to start receiving free rides without providing their eligibility documents to Spin. When the organization is ready to host in-person events, we will conduct regularly planned Spin Access Open House Events. During the Spin Access Open House, PATH staff are briefed on the program and PATH constituents are given the opportunity to sign up for the program, acquire a free helmet, and participate in a Spin Safe riding demonstration. Our partnership with PATH was established in October 2021 and is an ongoing source of applicants to San Diego's network of over 150 Spin Access riders.

The Louisa Flowers - Portland, OR: Spin and the residents' services team at The Louisa Flowers, an affordable housing development in NE Portland, have partnered to offer a unique opportunity for residents to sign up for Spin Access. Rather than requiring individuals to submit their low-income eligibility documents, the Louisa Flowers residents services team approves a group of individuals based on the organization's existing qualification requirements. Spin enrolls approved tenants into the program and provides helpful information about how to access and ride scooters. Since this partnership's implementation in January 2021, Spin has registered over 50 Louisa Flowers Residents for Spin Access and is continuing to provide this community with free rides on an ongoing basis.

Mission Bay Transportation Management Authority - San Francisco, CA: Spin's Community Partnerships team partnered with the Mission Bay Transportation Management Authority (Mission Bay TMA) in order to reduce barriers to mobility for low-income employees in the Mission Bay neighborhood. Mission Bay TMA pre-approves low-income Mission Bay employees, and Spin enrolls them into Spin Access. Through the umbrella enrollment process, Spin developed collateral. This encourages employees to sign up for the Spin Access program and disseminate the information through the organization's various channels of communication. Since this partnership's implementation in April 2021, Spin has registered nearly 200 Mission Bay applicants on Spin Access and is providing this community with free rides on an ongoing basis.

Access Zones - Santa Monica, CA: In Santa Monica, CA we have established Access Zones in key neighborhoods, giving residents and local employees an automatic 25% discount on trips that start in those areas. Any user can take advantage of an Access Zone since it does not rely on enrollment. Through our past outreach and a recent study, we have drawn Access Zones for San Diego that will be implemented in 2022. Furthermore, we are open to continuously working with the City and community members to identify neighborhoods where Access Zones are most beneficial in furthering mobility options for residents. After starting a trip in an Access Zone, users also receive an email with information about how to apply for Spin Access.

We are currently in conversation with organizations such as the Urban Collaboration Project, Doors of Change, Father Joe's Villages, and the San Diego Workforce Partnership regarding the implementation of additional equity programs. If selected to continue operating through 2022, we look forward to continuing our work building upon these programs and looking for new equity program opportunities in San Diego.

M: Accessibility, Compliance, and Education

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.

We take a holistic, Vision Zero-based approach to injury prevention that starts with engineering and education, and includes mechanisms for both automatic and customer support-powered enforcement. Our products are designed to make it easy to make good choices. Our comprehensive education program ensures that riders know local rules and best practices before they even start riding. Finally, our enforcement and penalty systems, including automated, AI-driven enforcement of sidewalk riding and local parking rules powered by Spin Insight Level 2, ensure that those very few riders who are repeatedly flagged can be quickly identified and removed from the system.

Product Features

Slow First Ride, Slow Mode, Slow Zones

Recognizing that inexperienced riders are most at risk of sustaining injury, Spin has developed two features to allow users more time to get used to this new mode. Slow First Ride is an option to reduce rider speed on their first trips, while Slow Mode is a user-controlled toggle that allows less confident riders to get to know the device at a lower speed. Slow Mode may be turned on or off on any trip by the user. This allows the user to determine that they are sufficiently confident to try full speed, or change their mind and enable Slow Mode to reduce their speed. All vehicles are also designed to be responsive to geo-fenced Slow Zones which reduce the speed of the vehicle in sensitive areas.

Helmet Selfie

We incentivize helmet use through our Helmet Selfie feature. Helmet Selfies encourage and normalize the habit of helmet wearing by offering ride credits to users who show a helmet in their first three trip-end photos. Our user surveys indicate that ride credit is the single most effective way to encourage helmet use.

Tipped Over Detection

We use our Spin Insight Level 2 technology to cross-check user-submitted parking photos. The AI camera system looks at and analyzes each rider's parking location, and provides immediate feedback and warnings to the rider if a bike rack or other appropriate piece of street furniture cannot be identified. Our Operations team is notified in real time when a vehicle is tipped over, and is dispatched automatically by the Spin Mission Control system to proactively remove obstructions. We aim to correct improperly parked and tipped motorized foot scooters within one hour. Additionally, we can notify the user of the tipped over device if deemed it was done by the user with a reminder of how devices should be properly parked.

Spin's Customer Support team reviews user submitted parking photos and issues tiered consequences. For example, in San Francisco, we have been recognized for our diligence in actually issuing warnings, fines, and account suspensions to drive behavior change.

Sidewalk Riding Detection

We understand that it might be confusing for some users to understand where they can and cannot ride, especially if they are visiting San Diego from out of town. That's why with Spin Insight Level 2, in real time Spin is able to detect when a user is on the sidewalk, bike lane, or street. We will work with the City to identify the correct way to address sidewalk riding, but have the ability to slow down the device or make it come to a complete stop. Additionally, we can enable custom sounds to emit from the device to notify the user that sidewalk riding is prohibited.

Preferred Parking Spots

Preferred Parking Spots (PPS) incentivize users with $0.50-$1.00 in ride credit to park at Spin Hubs or other PPS identified by the City, thereby keeping shared devices organized and reducing clutter. We will have higher incentives within key locations to decrease overconcentration and clutter in high traffic areas. PPS are proven to reduce clutter and lead users to approved areas where they can park.

Sobriety Test

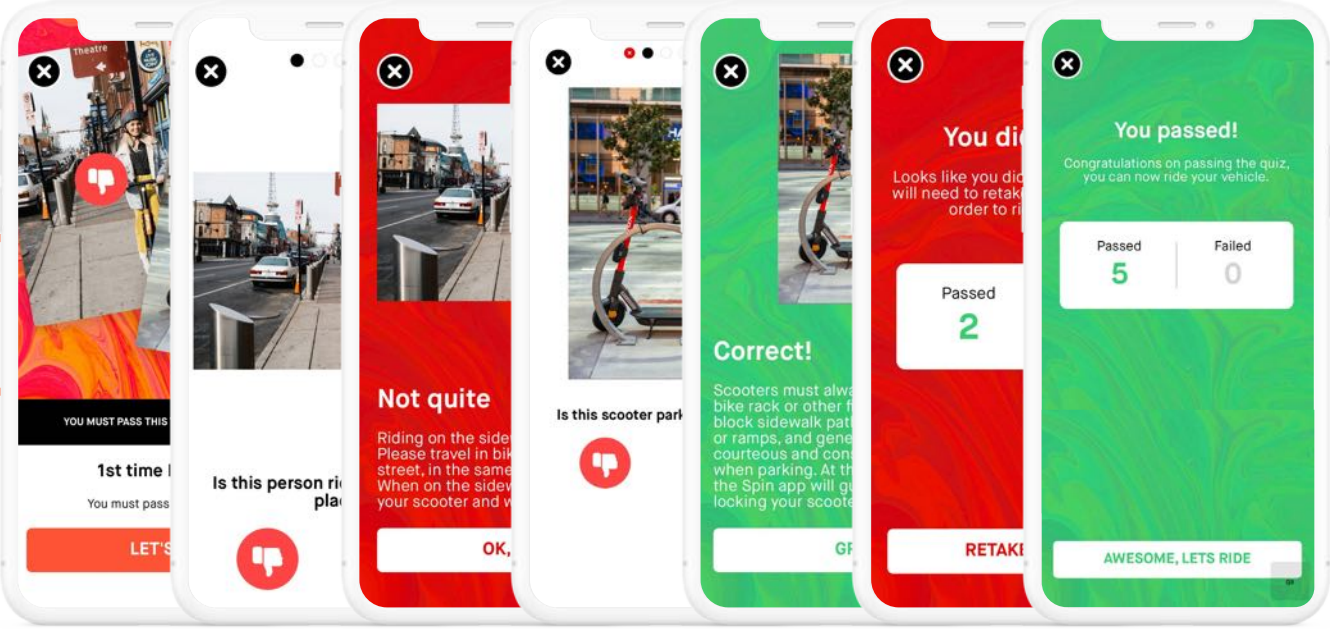
Our mobile app curbs intoxicated riding by requiring users to pass a reaction test that gauges the effect of alcohol impairment. Scientific research shows that human reaction time is decreased by 120ms when their blood alcohol content reaches the legal limit of 0.08%. If our reaction time test shows that a user's reaction is delayed significantly compared to what is statistically expected for a sober person, our app warns users that they are not fit to ride and blocks them from starting a trip. Furthermore, we will work with stakeholders to design specific messaging, geofencing, and vehicle rebalancing schedules for those areas of San Diego where intoxicated riding is a serious concern.

Education

Spin Safe Digital & Safety For All

Spin Safe Digital is a video curriculum with an accompanying interactive quiz designed to cover all aspects of safe operations of a micromobility vehicle. Our newest edition, the Safety For All series developed in partnership with The Brown Bike Girl, includes additional content designed to support more inclusive and equitable rider outreach, while also leveraging League of American Bicyclists-certified instructor Courtney Williams' expertise in safely sharing the road with moving vehicles. Topics covered include how to properly fit and wear a helmet, carrying bags safely, and following local traffic laws.

Spin Safe Digital content appears on our website, in our welcome email to all new riders, and is also available through the "Safety" tab in the app.



In-App Messaging

Spin provides information on safe riding and local riding rules through in-app messages, including a mandatory pre-ride safety quiz, which can be set to repeat periodically. Following the first ride, Spin sends users a rotating series of safety messaging, targeting a different aspect of safe riding and parking each month, based on the Spin Safe Six top riding tips, as well as reinforcing local riding and parking rules. These messages can include videos as well as text, and can share local content. In San Francisco, for example, riders are shown SFMTA's safe riding curriculum in addition to Spin's materials. In addition, the "Safety" tab (pictured below) in the app provides instant access to the Spin Safe Digital curriculum at all times.

In-Person Events

Our in-person approach to user education is built around 1:1 user engagement. Our staff set up informational booths at community events, make presentations, lead rides, and host our "Spin Safe"

safety course. We seek opportunities all over the City of San Diego & UCSD to present. However, our participation at in-person events will be guided by protecting our staff and the broader community from COVID-19 and compliance with applicable city or state guidance. At public events, Spin employees distribute helmets and Spin Safe cards that encourage users to download the app and take the online Spin Safe quiz for a chance to earn $5 in ride credits, along with "tips for your first ride" handouts and other materials. These materials are available in English, Spanish, and Mandarin Chinese.

Spin will also consider contracting local organizations to assist with delivering a mix of digital and in person safety outreach. We propose that a safety outreach partnership with the most qualified local organization will deliver, but will not be limited to:

- An online safety course curriculum, with monthly classes hosted by staff instructor;
- An In-person safety course curriculum, with a monthly class hosted by qualified staff at various locations around the city;
- A "Train the Trainer" Curriculum to empower our local operations staff to educate riders; and
- Safety-oriented community events and rides, 18+ youth programming, and helmet fitting/distribution events hosted by qualified Staff

"Spin Safe" Scooter Safety Course

Public Education Marketing Campaigns

Spin has partnered with Vision Zero Network to develop a public education marketing program to promote safe riding, driving, and parking aligned with a Vision Zero approach to injury prevention. Significant public marketing will be spent on mass transit advertising. Spin also uses social media to encourage helmet use and other safe riding and parking behavior through regular campaigns, such as Instagram Stories like "Good or Bad Parking," an interactive challenge to learn about safe parking practices.

On-Device Reminders

All Spin devices are equipped with stickers that remind users that riding on sidewalks is prohibited and not to block sidewalks, access ramps, or pedestrian pathways when parking devices. If chosen to continue to operate, Spin will work with the City and local organizations to further customize these stickers to ensure that they are meeting the needs of the community.

Enforcement

Operations Specialists

In high-priority or problem areas, Operations Specialists will be available to correct non-compliant riding or parking gently. They can also note any warnings or penalties issued on the user's internal profile. Finally, at the end of each ride, riders submit a trip-end photo showing their proper parking job; our Customer Support reviews these photos for compliance.

Warnings, Fines, and Permanent Suspensions

As issues are raised through any of the above channels, Spin's Customer Support team can address them through an escalating system of in-app warnings, a mandatory safety penalty quiz, fines, and even (on rare occasions) account suspension or permanent ban. All warnings and penalties are recorded in the user profile, allowing the few repeated offenders to be quickly identified and moved through the penalty process, and, if needed, removed from the system.

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

Enforcement

On vehicles equipped with Spin's smart self-enforcing parking system, Spin Insight Level 2, riders will receive real-time push notifications whenever sidewalk riding or improper parking are detected. On-board computer vision equipped with AI can detect improper parking, prompting our vehicles to emit audible warnings until riders correct the problem.

We also employ an escalating series of warnings and fines to address riders not in compliance with riding or parking rules, culminating—on rare occasions—with account suspensions. Riders who receive a penalty are notified with a highly visible in-app message on their next ride, including the reason for their penalty or fine. Please see Section M, Question 6 for more information on Spin's fine and citation system.

Education

In-App

Spin provides localized parking information through a variety of in-app features, including pre-ride messages, an interactive user agreement describing local parking rules before the first ride. We also offer a pre-ride safety quiz which can be periodically repeated before riders can unlock a vehicle. Reminders to follow local parking and riding rules are also periodically shared with riders with pop-up text, graphic, or video content, timed with local or national events and holidays. **Spin will work with the City of San Diego to create agreed upon messaging.**

In-Person Events

Parking is a highlight of our in-person safety events. In addition to tips on local riding rules and best practices for riding safety, participants receive detailed information on local parking rules as well as a reminder to consider those with limited vision or mobility when parking their vehicles.

Spin Safe Digital

In July 2020, we launched our Spin Safe Digital campaign, a new effort to empower users with the freedom to move safely within their communities, especially during challenging times. In cases where in-person events are not available, this digital curriculum, which includes five videos and an interactive quiz incentivized with a $5 ride credit, covers rider safety, with a special focus on proper parking.

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

To facilitate a comprehensive parking environment, Spin offers an advanced, interconnected system of physical and app-based parking technology creating a complete dock-to-dock station system with incentives for preferred parking spots.

Components include:

- Virtual Parking Hubs (displayed in-app);
- Spin Mobility Hubs (docking stations); and
- Physical parking corrals including Spin sidewalk decals.

All physical parking infrastructure, including charging hubs, will be open use for all vendors, if the City desires, to guarantee a neat and orderly program. Spin commits to placemaking and working with BIDs to fund creative infrastructure projects that complement the SMD ecosystem in commercial areas.

All deployed devices are equipped with IoT devices that report vehicle location every five seconds while being ridden and every ten seconds if moved while parked, based on best-in-class GPS technology that allows for accuracy to within three to six feet. Not only does this allow us to geo-fence the entire service area, preventing devices from entering no-go zones or forcing vehicles to decelerate in go-slow zones, this functionality also allows us to incentivize riders to end their trip at Preferred Parking Spots, a feature we have introduced in San Diego and other California cities like Santa Monica and San Francisco. Preferred Parking Spots are displayed in-app as pins that offer users ride credit for ending their trip at a specific geofenced location. **This feature has resulted in up to 20% of riders choosing to end their trip at a Preferred Parking Spot.** Regardless of where the user chooses to park their vehicle, they are required to submit their trip-end photo to enable staff review while devices equipped with Spin Insight Level 2 technology will also provide verification (on top of the GPS data) that a device is parked correctly at a dock station or approved parking area.

All S-100 7th Edition devices with Spin Insight Level 2 will also provide precision and real-time parking validation with an accuracy of 1 inch to 2 feet (on top of the GPS data). By using a downward-facing camera, sensor fusion and computer vision using machine learning, Spin Insight Level 2 (powered by Drover AI) is able to instantly identify parking behavior. Specifically, when Spin Insight Level 2 registers a vehicle speed below 2 MPH, its AI algorithm transitions from riding functionality (sidewalk detection,

etc.) to parking functionality. From day one of deployment, Spin S-100 7th Edition devices with Spin Insight Level 2 (Drover) will therefore come programmed with 3 'valid' parking outcomes:

1. Within 1 inch to 2ft of the edge of the sidewalk;
2. Within 1 inch to 2ft of bike racks;
3. Within 1 inch to 2ft of a clearly marked designated corral.

Any other outside is deemed 'invalid' with certain selectable 'extra invalid' outcomes such as blocking a curb ramp, or placement in the middle of the street. In addition, our S-100 7th Edition devices will be programmed to recognize our Spin Hub docking stations to ensure that there is no margin for error (i.e., all our devices will be able to seamlessly dock at all Spin Hubs). By guaranteeing actionable information at the end of every trip, Spin Insight Level 2 will not only ensure we proactively comply with all parking regulations but also notably improve the user and pedestrian experience with shared mobility.

Users who are found not to have properly parked their rides will be administered warnings and citations. Those who do not comply after several reminders will be suspended from the Spin platform (email, phone, and payment are all banned). Please see Section M, Question 6 for more information on Spin's citation structure.

4. Describe geofencing and virtual corral capabilities.

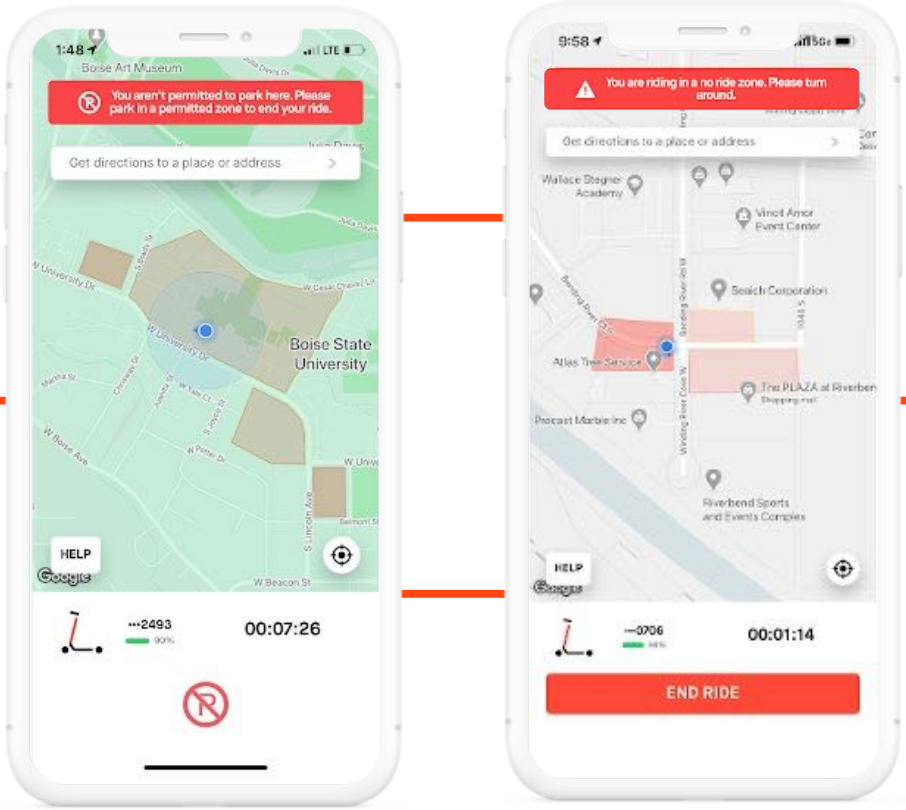
Geofencing Technology

Our geofencing technology uses on-device GPS units to create and enforce no-ride zones, no-parking zones, and slow-speed zones, according to the requirements and needs of our city partners. Geofencing is a critical tool to ensure compliance with San Diego's riding rules and public safety.

Our deployed devices update their geolocation every second and can report this information every five seconds during a trip and every three minutes when parked. Since the GPS frequently update and report their geolocations, the lag time for geofence activation is typically within five seconds. The accuracy of the geolocation used for geofencing is typically within three to six feet. Factors affecting the lag time or accuracy of geofencing include the presence and density of tall buildings and the speed of the device–similar to the margin of error when using a smartphone for navigation.

When geofencing is activated, users hear audio feedback from the device as well as receive a notification of the geofenced zone in their app. Our Operations team members are equipped with the ability to configure geofenced zones on the backend, requiring no update to the device's firmware and allowing changes to be effective fleet-wide within minutes.

However, it is important to note that geofencing is only one way that we ensure safety and compliance. Spin Insight Level 2 complements our GPS-based geofencing by adding the ability to detect, notify, and enforce rules in real-time–such as parking validation, tipped devices, and sidewalk riding detection. This technology still functions in locations with weak cellular reception or tall and dense buildings that hinder GP reception. In fact, Spin Insight Level 2 is significantly more accurate (with an accuracy rate of 95%) than GPS-based geofencing at ensuring proper parking and preventing sidewalk riding in specific locations. When Spin Insight detects sidewalk riding or noncompliant parking, the scooter emits an audible warning to the user that can also be heard by nearby pedestrians. These warnings are similar to the device warnings emitted when entering a restricted geofenced zone. If the City desires to restrict sidewalk riding in the future, we can also utilize Spin Insight Level 2 to reduce the speed— or even slowly power down—the scooter if it mounts the sidewalk.



Virtual Corral Capabilities

We commit to continuing conversations with the City of San Diego, the Port of San Diego, and other local organizations to create clear and widespread parking locations, including Spin Hubs and corrals. As we have demonstrated in San Diego and elsewhere, we are able and willing to utilize geofencing technology to restrict parking to certain areas. If the City decides to limit deployment and parking of shared devices to corral-only locations, we are ready and willing to comply with such a restriction, using our geofencing and Spin Insight Level 2 technologies, as described in Section K, Question 13.

Parking locations should be based on a range of data, including utilization patterns, trip origin points, and trip end points. In collaboration with Zoba, our third-party software provider, we plan to identify the highest-need areas for corrals or drop zones that will not only expand the availability of devices to disadvantaged users, but help all

users find devices or end their trips. Such corralling will drive foot traffic to local businesses, and help provide orderly parking near locations where large numbers of senior citizens or people with disabilities live.

Additionally, Spin has the ability to create Preferred Parking Spots (PPS) in conjunction with the virtual corrals or Spin Hubs to incentivize users to end their rides at these locations to ensure proper parking. When a user ends their ride at a PPS, they receive $0.50 - $1 in future ride credit.

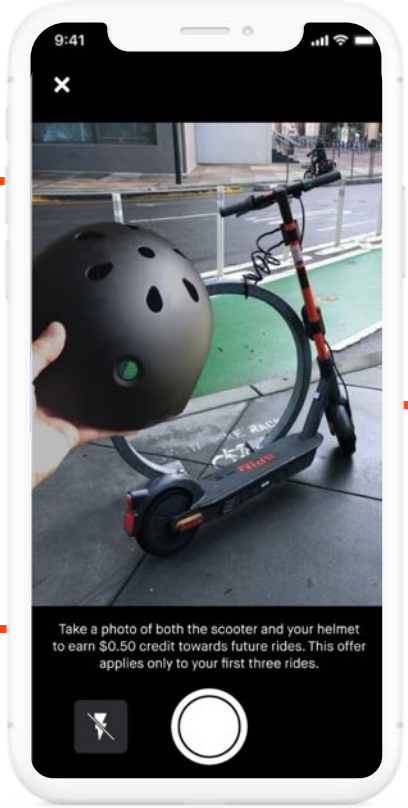
5. Describe strategies to incentivize good customer riding and parking behavior; be specific about what will be offered and at what time.

Preferred Parking Spots

First, we ensure riders know and understand local parking rules with a mandatory pre-ride quiz, and require them to affirmatively agree to follow them with an itemized, customized user agreement. We incentivize riders to park in designated preferred spots through our in-app Preferred Parking Spot (PPS) program. Our PPS program provides a $0.50 - $1 ride credit to a user who parks a vehicle at any of our preferred locations, which will be clearly marked within our application map. The ride credit can be utilized by the user during their next ride.

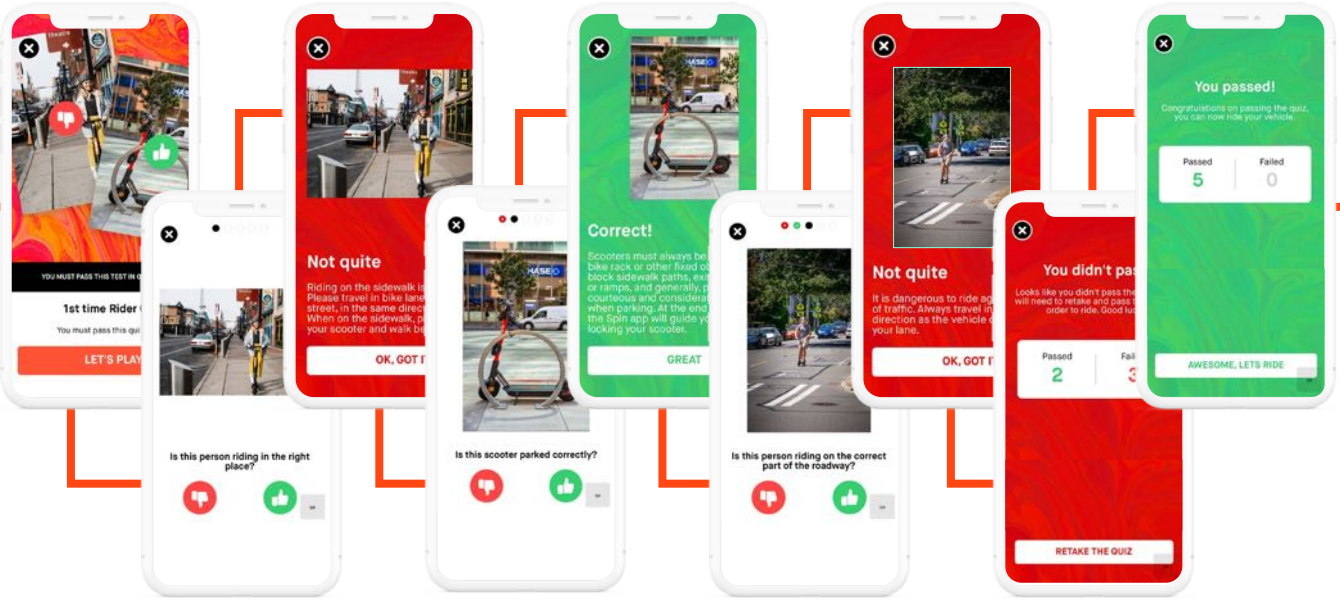
Helmet Selfie

At the end of each ride, users are required to take a picture of their proper parked device. If the user also takes a photo of their helmet, they receive $0.50 in credit towards their next ride.



Ride Quiz with Reward

We will customize a San Diego-specific quiz that tests users on their knowledge of local riding and parking rules. All users must pass with a minimum of 80% a city-approved safety quiz within the app before taking their first ride. The quiz will cover, at minimum, sharing the lane, traveling with the flow of traffic, and no-ride zones. As an incentive, users who achieve a perfect score (100%) on the quiz will receive a $5 promo code towards their next ride. We will periodically re-prompt the user to take the quiz.



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.

Fines and citations are not a new concept for Spin. Spin has led the way to create a citation and fine structure that is now utilized by vendors in San Francisco and Salt Lake City.

In San Francisco, all three companies are required to create a citation and fine structure to enforce against noncompliant riders. To date, we have issued 80% of all citations. This does not mean that we have the highest number of violations or citations; instead, it indicates that we are the only company to have followed through on this promise by actually enforcing the rules against users.

Fine and Citation Structure

We hope that the Spin Insight Level 2 technology will effectively disincentivize sidewalk riding in San Diego. Additionally, we will implement a citation and fine structure for non-compliant users that continue to disregard the rules and recommend that selected operators align on the citation structure to ensure equitable implementation.

Sample citation structure is as follows:

First Time	Customer Support team issues a warning notification with a reminder about the specific rule broken, and a reminder that incorrect parking/sidewalk riding can lead to fines and account suspension;
Second Time	Customer Support team issues a warning notification with a reminder about the specific rule broken, and a reminder that incorrect parking/sidewalk riding can lead to fines and account suspension. The rider also receives $10 fine;
Third Time	Customer Support team issues a $25 fine, and the rider account is suspended. In order to get off suspension, rider must play the Good Device/Bad Device in-app game; and
Fourth Time	Customer Support permanently suspends the account and bans that user's payment method.

Spin has completed over 1.6M rides and in parallel has issued more than 7,500 fines and citations and has permanently suspended 63 user accounts. Spin has fined and cited almost three times the number of users in comparison to the other two competitors combined, showing ongoing compliance and a follow through on permit promises. Within those users that we did cite, there is a clear and sharp decrease in the number of users who are found to park or ride improperly after their first warning, showing our penalty system is effective. We have every reason to believe that this model predicts future enforcement effectiveness in San Diego.

Spin's Customer Support team administers fines and citations in the following situations:

1. We receive a complaint from the public or the city; and
2. Our Customer Support team is proactively looking at device trip-end photos (users are required to take photos of their properly parked device at the end of their ride).

If a device is found to be improperly parked or ridden, our Customer Support team will immediately administer a warning or citation (depending on where the user is on Spin's citation and fine system). In parallel, an in-app notification is given to the user notifying them of the warning or citation, why they received it, and a reminder to park and ride compliantly.

This is all clearly documented through Salesforce for our records.

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.

Avoiding Underage Use of Vehicles

We do not offer group rides and only allow one device rental per account holder. This prevents a parent or older adult from renting a device for their underage family members. Users must be at least 18 years old to use our services. This rule is clearly posted on every vehicle and communicated within the app as part of the onboarding process. Because we find that a large number of underage users do so with their parents' knowledge and consent, our Community Partnerships team also does proactive outreach to ensure that parents understand account sharing is not permitted, and we avoid deploying in front of high schools or middle schools. This was successfully done in Pittsburgh, PA, by deploying our fleet away from middle or high schools and by working with the City's local Safe Routes to School Coordinator to disseminate information regarding 18+ riding requirements to middle and high school parents at resource fairs, routine newsletters, and via their website.

Already in San Diego, Spin meets the state and local requirement for a driver's license for all users through requiring license verification. We require all users to scan a valid state-issued identification card before taking their first ride. Our optional proprietary biometric ID verification technology using face-recognition ("selfie match") can additionally ensure that the user matches the scanned government-issued ID, preventing underage riding or the re-registration of banned users

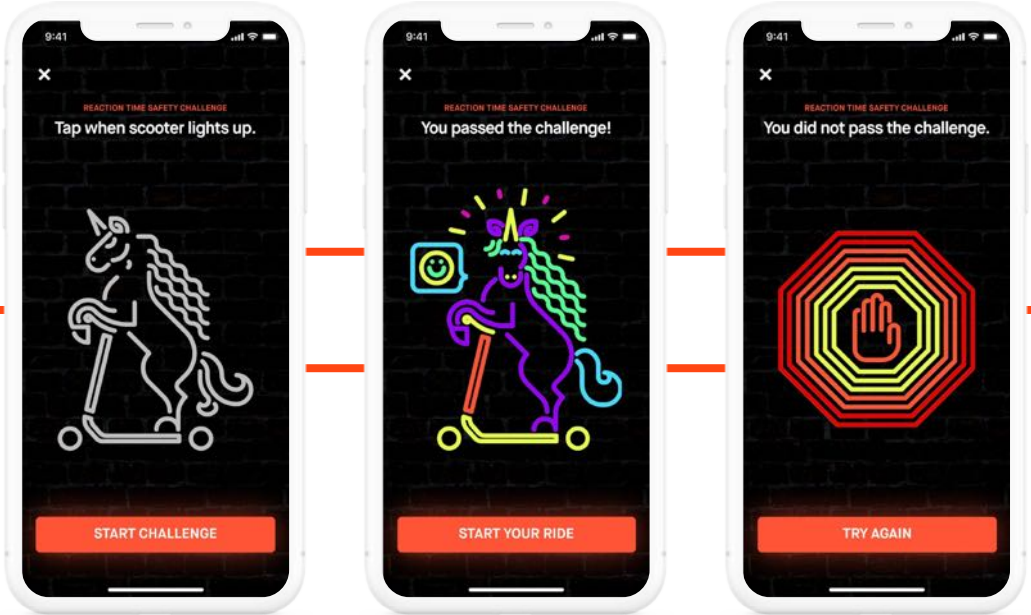
Ensuring Only One User Per Vehicle

Only one rider may use a vehicle at a time. This rule is clearly communicated within our app and outlined in the Terms of Use. Our standard on-vehicle safety sticker also includes the message, "One rider only."

The Operations Specialists are also trained to engage and educate users on local rules and safe riding etiquettes. Our Operations Specialists will engage the public about appropriate behavior and identify account holders who violate the program rules. Repeat violations will result in fines, a mandatory penalty quiz, or even account suspension

Ensuring Users Do Not Ride While Under the Influence of Drugs or Alcohol

Our mobile app curbs intoxicated riding by requiring users to pass a reaction test that gauges the effect of alcohol impairment. Scientific research shows that human reaction time is decreased by 120ms when their blood alcohol content reaches the legal limit of 0.08%. If our reaction time test shows that a user's reaction is delayed significantly compared to what is statistically expected for a sober person, our app warns users that they are not fit to ride and blocks them from starting a trip. Furthermore, we will work with stakeholders to design specific messaging, geofencing, and vehicle rebalancing schedules for those areas of San Diego where intoxicated riding is a serious concern.



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.

We have designed our service with a broad range of proven accessibility and safety features that directly address the most problematic issues, specifically sidewalk riding and improper parking. By providing industry-leading equipment with computer vision technology (Spin Insight Level 2), Spin has taken active steps to raise operational performance standards in our industry and to deter improper rider behavior more effectively in real-time. We also offer a range of adaptive device options to ensure our mobility service is inclusive of the entire community. As outlined below, we have briefly documented all the accessibility features and elements of our operations, along with how we comply with all local, state, and federal accessibility regulations.

Equipment & Technology

Parking & Sidewalk Riding Warning Label: Per the City requirements (Article 1.4), we will ensure our entire Spin fleet of shared mobility devices include clearly visible labels advising against sidewalk riding in addition to reminders on proper parking.

Real-Time Sidewalk Detection: Our S-100 7th Edition e-scooter with Spin Insight Level 2 is powered by Drover AI, which offers the most precise vehicle positioning technology on the market. This innovation has been submitted to the U.S. Patent and Trademark Office for a patent (Application # 62839903) regarding its cutting- edge approach to "Precision Localization and Geofencing Governance System and Method for Light Electric Vehicles." As noted, we are the only company in the United States that is exclusively able to provide this proven sidewalk riding detection and prevention technology, and we are excited to bring it to the streets of San Diego as one of our key priority markets. The Spin Insight Level 2 system uses a forward- and downward-facing camera, a suite of sensors, and computer-vision

technology to detect sidewalk riding and warn both riders and pedestrians in real-time. Since Spin Insight does not require any GPS or cellular connection, its sidewalk riding detection leads the industry in terms of both accuracy and reliability. Specifically, Spin Insight Level 2 uses on-device sensors and a camera to "see" and detect the immediate environment with a precision accuracy of 1 inch to 2 feet.

Precision Parking Validation: Through the use of a camera, sensor fusion and computer vision using machine learning, Spin Insight Level 2 (built by Drover AI) enables real-time precision parking validation (accuracy range of 1 inch to 2 feet) to ensure full compliance with local rules and regulations. In practice, when Spin Insight Level 2 registers a vehicle speed below 2 MPH, its AI algorithm transitions from riding functionality (e.g., sidewalk detection) to parking functionality. From Day 1, our Spin S-100 7th Edition devices with Spin Insight Level 2 will come programmed with three "valid" parking outcomes for the approved operating areas in San Diego:

1. Within 1 inch to 2 feet of the edge of virtual or painted corrals;
2. Within 1 inch to 2 feet of bike racks and mobility hubs; and
3. Within 1 inch to 2 feet of a clearly marked designated corral.

Any other parking attempt than those above is deemed 'invalid' with certain selectable 'extra invalid' outcomes, such as blocking a curb ramp, or placement in the middle of the street. **As such, users will not be able to end their trip and illegally mispark a Spin device—the most robust and accurate real-time parking validation in the industry.** By guaranteeing actionable information is shared at the end of each and every ride, Spin Insight Level 2 will also educate riders on local regulations and notably improve both the user and pedestrian experience with e-scooters over the long-term.

Clear & Customized Audio Warnings/Alerts: With Spin Insight Level 2, our S-100 7th Edition device comes equipped with a loudspeaker to alert nearby pedestrians in real-time if an e-scooter is being improperly driven on the sidewalk. These repeated audio alerts will also direct riders to exit the sidewalk immediately (e.g., with a voice alert that repeatedly says "exit the sidewalk" until the rider complies). Already, we have implemented this safety feature on our current fleet in Santa Monica; we look forward to adding this real-time audio-based safety feature in San Diego.

Remote Repositioning: As mentioned, we also have an exclusive partnership with Tortoise. This provides us with an innovative strategy to quickly repark via remote repositioning (without a human onboard the device). The S-200 three-wheeled devices have the ability to be supervised and remotely repositioned at 3 mph to a proper parking location on the same street automatically. Santa Monica and Boise are two of the first cities where this will be piloted. We plan to share results with the City of San Diego. If approved by City staff, we can pilot these devices as part of our operating fleet, bringing new technology solutions to make the rights-of-way clear for vulnerable pedestrians, especially those with disabilities or visual impairments.

Automatic Vehicle "Slow Down" Control: If audible warning sounds (e.g., "Exit the sidewalk") and instant messages do not immediately correct rider behavior within seconds, we can also automatically slow down (e.g., 6 mph cap) or even completely halt devices ridden on the sidewalk in order to better protect pedestrians.

Instant Warning Messages to Riders: As another tool, we will message riders in real-time if they ride on sidewalks or attempt to improperly park their device in the right-of-way. Sometimes a clear explanation can help correct such behavior.

Automatic Tip Over Detection: Our S-100 7th Edition device comes equipped with automatic tip-over detection to reduce obstructions of sidewalks and the public right-of-way. With the ability to disable any device remotely and flag it for intervention, our local Operations team can swiftly address such issues at all times.

Adaptive Devices: We have deployed adaptive devices in markets like San Francisco since January 2020, with hundreds of rides taken by local users. After extensive community outreach and feedback from local advocates, our adaptive device library consists of:

- **S-100**: a two-wheeled device + seat + basket
- **S-200**: a three-wheeled device (two wheels in the front, one wheel in the back) + seat or basket depending on community inputs
- **Sporty**: a three-wheeled device (one wheel in the front, two wheels in the back) + seat + basket, and
- **Rio**: a wheelchair attachment for those who would like to continue to use their own personal mobility device.

S-100 Adaptive

S-200

Sporty

Rio

Braille Contact Information: We propose adding Spin's Customer Support team information (company name, phone number, and email address) in large text and Braille to enhance reporting options for people with visual impairments. Our Community Partnerships team worked with LightHouse for the Blind and Visually Impaired in San Francisco to customize the sticker content and placement on the device to ensure they would be accessible.

Customer Service/Interface

Accessible App & Webpage: Our website is Web Content Accessibility Guidelines (WCAG)-compliant, and our app is legible using screen readers. When our refreshed website launches March 2022, it will host a dedicated Accessibility page that outlines the steps we take to keep non-riders safe, through

hardware features (audio/visual alerts; on-vehicle labels printed in large text and braille) and operational commitments to respond to any misparked vehicles within 30 minutes. The new website will also make reporting of ADA violations and obstructions to the public right-of-way easier for those with disabilities.

Customer Support (CS): Accessible customer service is the cornerstone to inclusive mobility access. We intentionally designed our customer support system to be available to everyone.

- **Dedicated Phone Line**: Our Customer Support team can support English, Spanish, and French requests directly. We also can have more than twenty additional languages translated live via an intermediary third party.
- **Language**: All information on our website has been translated and localized into 12 different dialects and languages.
- **Visual Impairment Accommodations**: our web pages have been designed to include sufficient color contrast, alt text for images, and compatibility with assistive technology like screen readers. We can also be contacted via telephone. Devices will also be equipped with braille decals depicting our contact information.
- **Hearing Impairment Accommodations**: We can be contacted via the app, by email, and by the live chat function on our website.

Community Engagement & Education

As vendors in the current micromobility program in San Diego, we had several conversations with disability groups such as Access to Independence and the San Diego Office of ADA Compliance & Accessibility to collect feedback on areas of concern.

Outreach: We conduct extensive outreach with the local disability community before launching any adaptive service. If selected to continue operating in San Diego, we will seek to launch an adaptive services program in San Diego, leaning on our learnings from our partnerships and planned focus groups with partner organizations, such as Access to Independence and the Arc of San Diego. These partner organizations will provide a crucial source of feedback, promote the adaptive rental services to their networks and help us improve customer experience on an ongoing basis. Furthermore, groups like Access to Independence are interested in working with us to ensure our vehicles do not pose a barrier to people with disabilities by blocking sidewalks or other key infrastructure.

Education & Enforcement: A commitment to safety and accessibility is central to our mission and is why we take rider education so seriously. We understand that it is our responsibility to educate users utilizing our devices on how to properly ride and park to avoid causing harm to other community members.

- Spin requires all new users to complete a thorough in-app tutorial before being able to take their first ride.
- Upon consultation with the City, we can also require an in-app quiz that tests the users on their comprehension of local rules.
- Before ending their trip, our riders must take a photograph of how they parked their device. The prompt includes a reminder to park near a bike rack where possible and to always avoid blocking the right of way, doorways, ADA ramps, etc. These photos allow us to review and hold negligent riders accountable for bad behavior.

We are excited to work with accessibility groups in San Diego to educate the community and to pilot the use of new adaptive devices.

Innovative Partnership

To address accessibility concerns more substantively, we have also partnered with Lazarillo, a smartphone application for people with visual impairment which guides users through their city and built environments with real-time voice messages and connects users with businesses and other destinations. This innovative partnership will provide us with aggregated and anonymized heatmaps visualizing the travel patterns of over 10,000 Lazarillo users across 10 cities, including San Diego, informing our deployment strategy, and identifying possible designated parking zones. Additionally, we plan to integrate with Lazarillo's app to identify locations of our vehicles to inform the guidance provided to their users as they navigate the city, as well as connect to our support team to identify and address mis-parked vehicles.

Full Compliance with Federal, State, and Local Laws

As detailed below, we commit to fully complying with all applicable local, state, and federal accessibility regulations and will deploy industry-leading technology that prioritizes the safety of pedestrians, particularly those with disabilities and visual impairments.

Americans with Disabilities Act (ADA): We have taken several industry-leading steps to mitigate cases of sidewalk riding and improper device parking, which can impede access to pedestrians and those with disabilities. Even with the use of our Spin Insight Level 2 (computer vision) technology to reduce such outcomes, we recognize that not all dangerous and illegal riding behavior can be prevented. In these situations, we view improperly parked devices as one of our chief responsibilities to quickly identify and reposition within 60 minutes (1 hour).

Consistent with the ADA, we are also proud to offer a number of different Adaptive Devices (S-100 with seat or basket, Sporty, Rio, S-200) to ensure our service is inclusive to all members of the San Diego community. These options can be requested via the Spin website, or alternatively by calling our phone number placed on the stem of every Spin device.

Title 24 of the California Code of Regulations (Title 24): We commit to fully complying with, and notably exceeding, the state requirements established by Title 24 of the California Code of Regulations (Title 24). As an independently certified carbon neutral company, we also commit to using local renewable energy sources for all charging and power needs at our local warehouse.

Council Policy 100-04 (City's ADA Compliance/City Contractors Requirements: We applaud the efforts of the City of San Diego to take a leadership role in addressing compliance with the ADA in the workplace. As providers of goods and services, we agree to comply with all applicable titles of the ADA and the most progressive (restrictive) versions of local and state laws where there are relevant differences.

Specifically, we certify, as part of our contractual obligations with the City of San Diego, to fully comply with Council Policy 100-04 by adhering to all of the provisions of the ADA listed below:

1. Title I. Employment Mandates: "No contractor may discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment."
2. Title II. State and Local Government: "No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by contractors or subcontractors providing services for the City."
3. Visual & Educational Guidance: Post a statement addressing the requirements of the ADA in a prominent place at the worksite.
4. Additional Subcontractor Provisions: Per City policy, we shall also include in each subcontract agreement, language which indicates Spin's agreement to abide by the provisions of subdivisions (1) through (3) above.

Per the program requirements (Article 9.1.2.), we also commit to fully complying with the most restrictive requirements across local, state, and federal law to maximize access. We will also make at least four daily trips to all areas within the City where our devices are staged to ensure all devices blocking or limiting access to the City right-of-way are removed or restaged. We will keep detailed logs of these daily trips for a period of at least five years and make those records available to the City on request.

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

Spin proposes an extensive campaign to increase user safety through many initiatives previously mentioned in Section M.

Targeted Outreach

Newly registered users receive a "Welcome to Spin" email with Spin Safe information and links to safety resources. The core Spin Safe curriculum consists of five short safety videos, available in English and Spanish, please refer to Section M Question 2 for more details about the Spin Safe program.

Targeted Enforcement Education

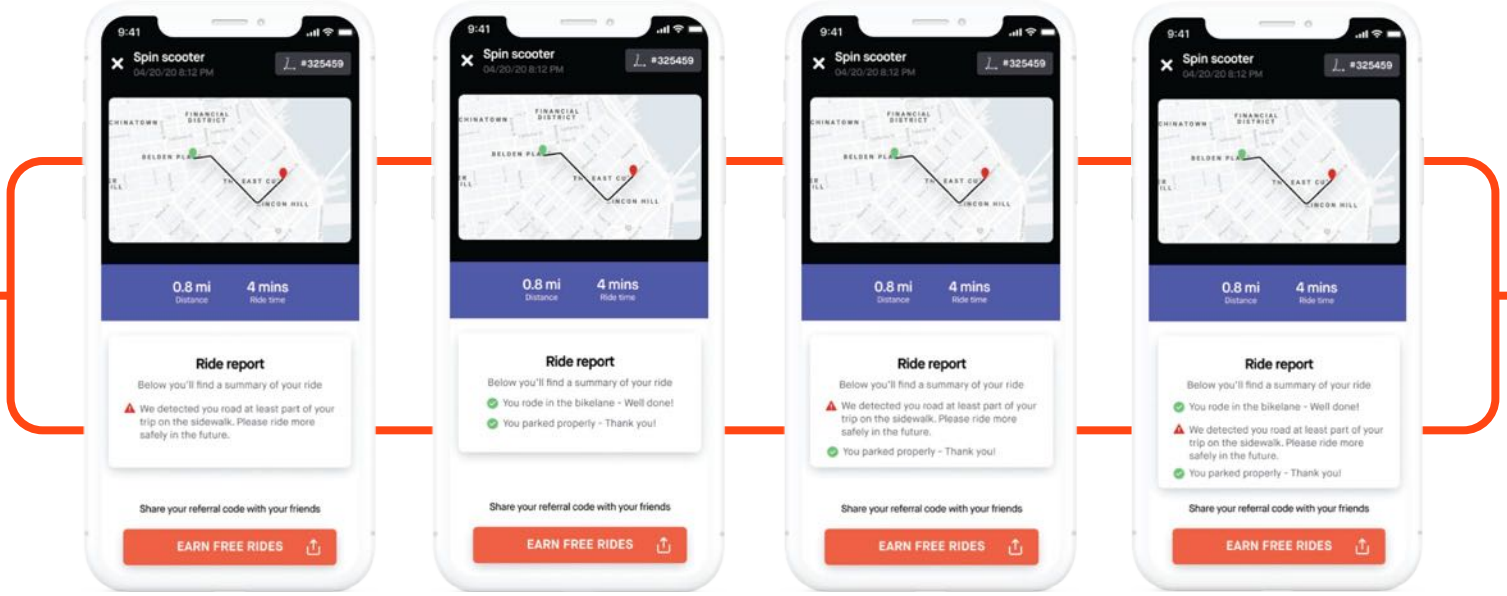
Similar to efforts conducted in cities like San Francisco, CA, Salt Lake City, and San Marcos, TX, we can also send targeted education and warning emails to users who were flagged in our system as frequent rule violators. Please see Section M, Question 6 for additional information.

Technology and Data

With our implementation of Spin Insight Level 2, we are ensuring that data collected from those devices informs us and our riders, as well as the cities where we operate, enabling better safety outcomes for all.

For us, we use data collected from our Spin Insight Level 2 devices to better understand and manage the functionality of the technology, the number of detections of sidewalk riding, and the change over time in those detections. We then use this data to inform potential changes to the user interface with the Spin Insight Level 2 technology, including push notifications, audible warnings/alerts, or automated speed reductions. This helps us reduce the incidences of sidewalk riding, improving safety outcomes for both users and non-users.

For our riders, we provide a “Ride Report” at the end of each trip on a device enabled with Spin Insight Level 2 technology (examples below), which provides them feedback on their behavior throughout the ride, including incidents of sidewalk, street, or bike lane riding, as well as whether or not the vehicle was parked properly. Combining this with other push notifications and audible warnings/alerts can help reduce the recurrence of sidewalk riding or improper parking, and lead to improved safety outcomes for all.



For the City, we’ve established a partnership with Blue Systems to provide our Spin Insight Level 2 dashboard, which includes a heatmap with important safety-related insights by showing riding location by infrastructure type, including street, bike lane, and sidewalk, and aggregated by street segment. The heatmap can also include additional geospatial layers, such as the City’s bike infrastructure network, which can be used to identify gaps in existing bike infrastructure where use of micromobility may be high or where there is prevalence of sidewalk riding, but no adjacent bike lane. This dashboard can also be used to view parking compliance in real-time or historically, and can be used to inform opportunities to implement additional bike parking infrastructure. Please reference the Appendix for more information on the Spin Insight Level 2 data dashboard, including screenshots.

By providing this advanced data generated from our Spin Insight Level 2 technology, we hope to better inform and influence our users to ride and park appropriately, and empower the City to improve infrastructure through better data, supporting micromobility and all active travel, and making San Diego’s roads safer for all users.

Incident Reporting and Responsiveness

We take pride in providing the best customer support in the industry, including having a dedicated and responsive in-house customer support team. We offer a variety of easy ways for users and the public to contact us – whether to report a maintenance issue or an accident, ask questions, or request relocation of a vehicle– via:

- Our Spin app;
- Website: “Support” icon in the upper right-hand corner at www.spin.app;
- Email: support@spin.pm;
- Call: (888) 249-9698;
- Text (619-332-5009); and
- Social media: Twitter, Facebook, and Instagram.

Our Customer Support team can support English, Spanish, and French requests directly. We also can have more than twenty additional languages translated live via an intermediary third party.

Additionally, our local operations team is available to respond quickly and address any issues that may arise, particularly relocation requests for improperly parked devices. Whether an issue is reported by a user, a member of the public, or the City, our customer support team immediately creates a ticket to notify and assign the task to the local operations team. Complaints received by phone are answered on a first come first- serve basis. Once a claim is processed, our operations team will address the issue as quickly as possible, within one hour. If a request comes in from the City, our local operations team will address the issue per the program’s rules.

Device Operation Management

As mentioned previously, our exclusive partnership with Tortoise allows us to reduce clutter and manage device parking using remote repositioning. This new three-wheeled device has the ability to be remotely repositioned to a proper parking location at a speed of 3 mph. If approved by City staff, we will pilot an appropriate number of these first-in-class devices as part of our operating fleet. This innovative solution would allow us to ensure the right-of way is always clear for pedestrians with disabilities or visual impairments.

N. Sustainability and Innovation

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.

Addressing the climate crisis that faces cities like San Diego requires new strategies to promote sustainable transportation solutions. On-road transportation is the leading cause of CO^2 emissions in San Diego and accounts for 55% of the City's total emissions. Shared micromobility devices play a crucial role in helping San Diego mitigate climate change by offering more sustainable transport modes, which reduce vehicle miles traveled (VMT), local emissions, and congestion. By providing critical transportation services at significantly lower levels of emissions, shared micromobility devices can enable a greener, healthier, safer, more equitable, and more livable San Diego. These outcomes align with the comprehensive vision and goals set by regional and City plans, policies, and regulations, including:

- The General Plan Mobility Element;
- The Mobility Action Plan (MAP) and Mobility Master Plan;
- The Draft Climate Action Plan (CAP);
- The Climate Equity Index;
- The Zero Waste Plan (ZWP);
- Blueprint SD;
- Climate Resilient SD;
- The Complete Communities Initiative;
- APCD's Community Emissions Reduction Plan; and
- SANDAG's Draft San Diego Forward: Regional Plan.

Shared micromobility devices have the potential to transform cities into less car-centric places by providing a sustainable first-and-last mile complement to public transport and a superior alternative to cars for shorter trips. Almost half of car trips in the U.S. are less than three miles, and replacing a portion of these car trips with micromobility trips can greatly benefit cities by reducing emissions, air pollution, and congestion. Additionally, we also focus on ensuring that our operations are as sustainable as possible when providing our shared micromobility service.

However, we recognize that the availability of more sustainable modes is not sufficient for creating positive change. In order for micromobility to live up to its full potential as a sustainable alternative that contributes to decarbonizing the transportation ecosystem and improving the quality of life for residents, we need to encourage greater levels of mode shift away from cars for short trips. Safety, infrastructure, equitable access, and supportive policies are all essential ingredients to driving mode shift. We have initiatives in all of these areas to enable mode shift and we track mode shift using post-ride surveys in our app.

We are enhancing safety through improving vehicle design, developing in-app safety features that educate riders, reinforcing safety messaging, and incentivizing safe riding behaviors. We also leverage partnerships with companies like Drover and Tortoise to incorporate technologies that enable safer riding. We are also working with cities and organizations to make the case for more people-oriented street design and safer infrastructure—like protected lanes and parklets—for micromobility and pedestrian use.

We also have programs and partnerships that focus on providing micromobility services and transit access to neighborhoods currently underserved by transportation, including San Diego's Communities of Concern. We deploy our devices in equity zones to expand access to transit solutions and through Spin Access, provide discounted fares to those who qualify so they can access micromobility services regardless of their means. We also work with cities and community organizations to engage and educate prospective riders to help us tackle the issue of mobility equity. Lastly, our policy team engages with city agencies, policymakers, and regulators to encourage the development of supportive legislation and micromobility programs that enable micromobility companies to provide a safe, sustainable, and reliable service that meet the needs of their residents.

Cities and their transportation partners must think boldly and creatively to reshape cities to be more sustainable and people centric. That's why we launched an initiative to create 15-minute cities in order to help cement the progress towards building more sustainable and livable communities. The concept of a 15-minute city centers around making it easy for residents to access all elements of their daily life – work, home, leisure, and essentials like food, education, and healthcare – within 15 minutes or less, using a combination of reliable public transport, and shared public or private mobility. Our goal is to make it as convenient to get around by walking, biking, scooting, taking public transit and other shared forms of mobility as it is by car. Our 15-minute city initiative mirrors the goals of San Diego's Complete Communities initiative, and we will partner with the City to combine our efforts and ensure these initiatives are synergistic and successful.

In support of the City's zero waste and circular economy initiatives, we aim to divert 100% of our waste from landfills. In the San Diego area, we partner with Update Green Recycling. We send all worn and damaged devices and parts (including batteries) to Update Green for end-of-life processing. They then send all materials to an R2 Certified recycling facility that provides an urban mining program that ensures at least 98% of fleet materials are recycled and kept out of landfill. Once the materials are mined, the recycling facility sends the materials downstream for processing back into new manufactured goods.

2. Describe how your company will contribute to the implementation of the City's Climate goals as established in the Climate Action Plan.

We are proud to be a third-party verified carbon neutral company with a holistic approach to sustainability. Last year, we announced our global sustainability program, which sets an industry-leading roadmap to become carbon negative by 2025. Our sustainable carbon neutral operations and commitment to removing more emissions from existing transportation systems than we produce in providing our micromobility service will help San Diego achieve the ambitious climate goals in the draft Climate Action Plan, including the City's science-based goal of net zero GHG emissions by 2035.

We are implementing our sustainability program by focusing on the following tangible areas to track, reduce and offset our emissions, and enhance the sustainability of our operations, vehicles, and service:

- Rigorously measuring the GHG emissions from our local operations and business activities;
- Using 100% renewable electricity globally, via direct renewable energy purchase from local utilities and renewable energy certificates (RECs), to power our local operations and offices and charge our vehicles;
- Transitioning our operations fleet to 100% electric vehicles by 2023 to reduce, and ultimately eliminate, emissions from fuel use. At the same time, we look for opportunities to reduce the vehicle miles traveled by our operations vehicles;
- Extending the lifespan of our devices through building more durable, longer-lasting devices and repairing devices as much as it is safe to do so; and
- Achieving 100% landfill diversion of our devices by reusing parts from decommissioned devices and recycling waste through R2 Certified responsible recyclers.

Addressing climate change and reducing the environmental impacts of transportation is a central focus of Spin. We will help the City improve the sustainability of San Diego's transportation ecosystem and reduce the impact of travel by 1) offering sustainable, zero-emissions shared micromobility devices backed by a sustainable operating model, and 2) actively encouraging mode shift away from cars for short trips.

Trips on our devices have significantly lower life cycle emissions than car trips. Hence, encouraging mode shift away from cars and towards shared mobility devices, as well as other complementary

alternative modes like walking, cycling, and public transit, is a key way that we will help to reduce transportation emissions and congestion in San Diego. We achieve mode shift and sustainability in transportation through initiatives across three key areas, as highlighted in our recent report: 1) safety, including the infrastructure needed to promote safety, 2) equity, inclusion, and access to micromobility services, and 3) supportive policies and regulations that allow micromobility to flourish.

We are also conducting research on rider behaviors to encourage mode shift more effectively. We have rolled out a post ride survey in dozens of markets to understand rider behavior and why they choose one of our devices rather than a private car or rideshare for their given trip. We also use data from this survey to estimate CO^2 emissions prevented because of rider mode shift from passenger cars to shared micromobility devices. Based on our survey results, almost a quarter of trips replaced car trips in the Southern California cities where we operate. If selected as a single or dual vendor, we can conduct post ride mode shift surveys on a more regular basis (e.g., quarterly, or biannually).

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.

Spin is a third-party verified carbon neutral company with a comprehensive approach to sustainability. As with all our global operations, our operations in San Diego are carbon neutral and we are committed to continuously improving the sustainability of our operations if we are selected to continue operating. We use 100% renewable electricity from San Diego Community Power's Power100 program in our local warehouse, ensuring that our devices are charged with clean energy. In addition, we have ordered several electric vans to serve San Diego, with a goal of achieving a 100% electric operations fleet over the next two years. We will also begin using e-cargo bikes in our operations. This will build on our successful vehicle electrification program for our operations in Miami, where we recently became the first North American micromobility operator to launch an all-electric city operations fleet with our electric van rollout in October 2021. To achieve carbon neutrality, we purchase carbon offsets to balance any emissions we are not yet able to avoid.

To minimize operational vehicle miles traveled (VMT), we take a multifaceted approach including deploying Spin Hubs, Preferred Parking Spots, and devices with swappable batteries in San Diego and on UCSD's campus. Swappable batteries are crucial to our sustainability endeavors and greatly help us lower our VMT. This is because we can transport batteries and replace them in the field using smaller electric vehicles, such as e-cargo bikes (pictured below), that take batteries, not devices, to the warehouse for charging. Our Spin Hubs also reduce VMT by enabling charging in the field by users. Instead of bringing batteries to our devices from a warehouse, users are incentivized to plug the device in for charging. Our Preferred Parking Spot program lets riders help in rebalancing our fleet by parking at preferred locations like Spin Hubs and corrals. Each device rebalanced by a rider reduces VMT and GHG emissions from Operations. To further minimize VMT, we will also utilize a route optimization tool that will enable our team to swap batteries efficiently and rebalance our devices with minimal detours and stops.

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.

Since our founding, we have been steadfast in our commitment to being part of the climate solution. Our industry-leading sustainability efforts are a testament to our commitment to becoming carbon negative by 2025. We have made significant investments to improve all our devices' life cycle stages from raw material extraction to manufacturing, transport, use, reuse, and ultimately, disposal at the end-of-life.

To minimize waste and the environmental impacts associated with manufacturing new devices and parts, we have designed and built them to be durable, capable of withstanding heavy use, with a modular design that allows damaged parts to be easily repaired; all of which helps extend the life of our devices. Our devices are independently lab-tested and must pass a comprehensive set of durability tests, which we co-designed with Ford Research and Advanced Engineering, to ensure that the devices can serve a long life in public fleet use in all weather conditions. Our e-scooters and e-bikes have an expected manufacturer life span of 10,000 km and 20,000 km respectively, and should last over 5 years.

In addition to designing our devices for durability, we also extend the life expectancy of our devices through proper inspection, testing, maintenance, and repair. We regularly inspect and test all our devices to ensure their safety and reliability. Our in-house W-2 mechanics repair damaged devices and reuse parts from decommissioned devices, reducing the environmental impacts of manufacturing new devices and parts.

At the end of life, our goal is to divert 100% of devices from landfill by working with R2 Certified responsible recyclers. In San Diego, we partner with Update Green Recycling. We send all worn and damaged devices and parts (including batteries) to Update Green for end-of-life processing. They then send all materials to an R2 Certified recycling facility that provides an urban mining program that diverts 98% of our device materials from landfill. This reduces the environmental impact of our devices and supports resource efficiency. During our recycling process, we also reuse shipping materials like pallets and boxes; comply with all regulations for packing; track recycled materials by weight; and collect Certificate of Treatments and Destruction to confirm each load is processed properly. We are also exploring second-life opportunities that can repurpose our used batteries.

To ensure we quickly recover abandoned devices, we prioritize immediately addressing all devices that show up in our system as "urgent offline." This allows us to retrieve devices that are off the servers before they are moved and difficult to recover. We routinely do sweeps for devices that show up as "lost" in our system to double check the area where they were last seen to recover missing devices. We also look at end-of-ride parking photos to determine where a missing device might be. Once recovered, we attempt to get vandalized devices back in service. If we can't, they are decommissioned and harvested for spare parts. If they were submerged in water, we then recycle all parts.

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.

According to the SANDAG 2018 Transit Public Opinion Study, 45% of people do not take public transit because the system is not complete enough to reach their destination. Spin collaborates with public transit agencies to ensure our micromobility vehicles provide a robust first and last-mile connection to public transit. To start, we plan on targeting the following lines: Blue Line Trolley; Green Line Trolley; Orange Line Trolley; Bus Lines 2,3, 7, 11, 13, 27, 30, 35, 83, 110, 215, 923, 929, 936, and 955. We will collect community feedback and consult SDMTS to continually improve our operations and complement transit.

A reliable first and last-mile solution requires both physical deployment in neighborhoods with the greatest need for transit connections, and enabling riders to easily plan, book, and pay for combined trips on micromobility devices and public transportation in a single app.

Through our partnership with Bytemark, Spin can surface the location and status of micromobility devices in the MTS/NCTD Pronto application at the request of the City of San Diego, MTS, and NCTD. This GBFS integration would enable transit riders to view the status and location of Spin micromobility devices without leaving the trip planner in the Pronto app.

In addition to a GBFS integration, Spin will also explore the potential for Pronto users to purchase Spin credit as part of a bundled fare in the Pronto app. A combined Spin/public transit fare enables the exploration of incentivizing mode shift between public transit and micromobility. Incentivizing mode shift for the rider provides the greatest potential for Spin to complement existing public transit services.

The partnership described above also enables the City of San Diego and local agencies to leverage the existing public transit agency app (Pronto) as a platform for riders to access multiple transportation modes.

Case Study: King County White Center Pilot - Seattle Metropolitan Area, WA

We were the only company to implement incentives near public transit throughout the pilot area. Our $1 preferred parking spots (PPS), equivalent to a 24% discount on average, resulted in 28.6% of trips ending at PPS and nearly 50% of all trips starting or ending within 60 feet of a transit stop.

Potential Innovative SANDAG Transit Connection Pilot

We are in conversation with Circuit's project team, who is proposing a first/last mile fully electric connector concept focused on the Blue Line Trolley Corridor and Decentralized Employment Center transportation challenges. Our program team includes an integrated system of last mile options including all-electric microtransit, electric micromobility, and electric carshare to connect to the Executive Drive, UTC Station, and Balboa Station Mobility Hubs. This program would also focus on integration with transit applications, including the Transit App and MTS. Our proposal creates an ecosystem of options to connect to mobility hubs, providing more local connectivity while also reducing greenhouse gas emissions, reducing congestion, and increasing accessibility and convenience of the Blue Line Trolley as a commute and general transportation option.

Leveraging Circuit's technology suite, light rail passengers would be able to see several options to get to/from the Mobility Hub stations within a short distance. Highlighted in maps below, within the green ring riders can request a ride using all-electric microtransit services. Circuit would operate this service using a fleet of all-electric vehicles composed of neighborhood electric vehicles (NEVs), electric sedans, and/or electric passenger vans. Each area would also include an ADA electric passenger van option. Within the orange ring, Circuit's app would also show nearby micromobility options available with Spin. Within the green ring, riders can also see options for all-electric carshare options with Envoy. Circuit, Spin, and Envoy would work together for API integration between their technology systems for a seamless passenger experience as well as integrating with the Transit App and exploring integration with the MTS platform.

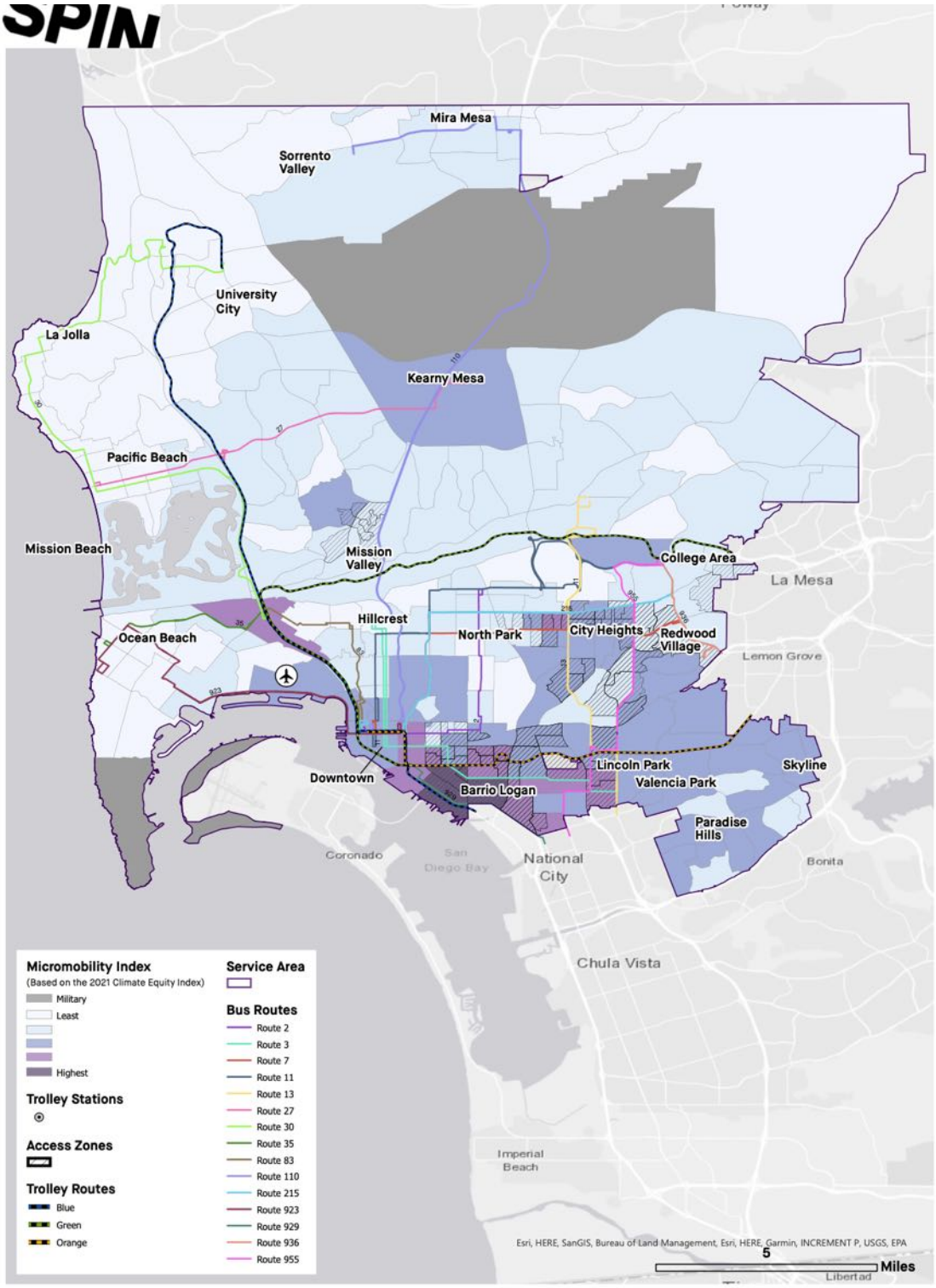
We believe this model can be replicable across other light rail stations in the San Diego region and that technology improvements and developments made in this pilot program can be easily scaled to other Circuit operating areas, including the Downtown San Diego FRED program and the upcoming Chula Vista senior service, and would provide a great model for the National City CMO program, all of which include connectivity to the Blue Line Trolley corridor.

6. Describe the possibilities of development of an app that can house multiple shared mobility devices including those provided by the City.

As discussed above, Spin can explore the potential for using the existing transit agency fare payment and trip planning app (Pronto) as a platform for riders to access multiple transportation modes at the request of the City of San Diego and local public transit agencies. In addition to integrating with local public transit, Spin also has strong partnerships with mobility-as-a-service applications like Moovit and Transit App that enable riders to plan trips and access Spin alongside other modes. Spin can deepen partnerships with these app providers and enable specific features and functionality at the request of the City.

In addition to the apps above, Spin makes the latest version of its GBFS feed publicly available via GitHub. This enables any app developer to access information on the status and location of Spin vehicles for City of San Diego use cases. Spin has developed multiple API structures for integrating with 3rd party applications, and is always willing to discuss the potential for custom integrations at the City's request.

7. Describe your firm's long-term business/operations plan that demonstrates an understanding of the San Diego market and culture.



Transportation is key to accessing opportunities such as employment, education, health care, and other necessities. Core to our mission is our commitment to bring greener, more accessible transportation options that serve the needs of the community in which we operate. Aligned with the City of San Diego's Climate Action Plan, we intend to utilize our services as vehicles to strategically address climate equity while sustaining our operations as a private business. We recognize the City's desire to allocate resources for communities in need and to improve accessibility for the non-driving elderly, disabled, low-income, and other historically underserved constituents. In a recent survey of San Diego users, 49.2% of our users identify as women or nonbinary, 68.9% identify as BIPOC, and nearly 48% of users come from households with income under $50,000. Though there is no minimum requirement, we aim to deploy up to 30% of our services in Community of Concerns and are open to working with local communities to expand services to more neighborhoods, as represented by the micromobility index mirroring the City's 2021 Climate Equity Index (CEI).

We applaud the City's efforts to select a limited number of qualified operators offering competitive services. Without subsidies, limiting the number of operators allows private companies opportunities to serve more neighborhoods while balancing business expenses, including an in-house W-2 workforce, hardware and software developments, and other operational investments.

San Diego's culture, demographics, size, and current infrastructure require targeted and strategic operations city-wide. Leaders within the Operations and Campus Partnerships team are based in San Diego as we understand the need to actively participate in community assessments and initiatives to tailor services that best expand mobility.

We recognize that transportation mobility is key to economic mobility and a major determinant in household health, education, and welfare. To that end, we will work with the City and local organizations to emphasize outreach to Communities of Concern with lower CEI scores such as Barrio Logan, City Heights, Skyline, Valencia Park, Paradise Hills, Kearny Mesa, San Ysidro, and Lincoln Park. With additional outreach campaigns to promote our services and the Spin Access equity program, qualified residents from Communities of Concern can utilize our services to ride city-wide. Consequently, we are proud to continue offering 5 free 30 minutes per day rides to qualified residents. To amplify our equitable access strategy, we plan to establish Access Zones, a program that does not rely on enrollment, to give users an automatic 25% discount. Access Zones are created in line with City of San Diego Promise Zone designations and a two-phased research-backed methodology backed by demographic, environmental, topographical data to define areas of social vulnerability and transportation burden (more information can be found in the Appendix). Any user can take advantage of an Access Zone and we are open to working with the City and community members to identify other neighborhoods where Access Zones are most beneficial in furthering mobility options for residents.

Communities such as City Heights, with a high density of housing and low vehicular ownership rate, can greatly benefit from the targeted outreach of Spin's various equity programs. Similarly, shared mobility is beneficial for neighborhoods like University City and Mid-City where there are large student populations and a high concentration of zero vehicle ownership. Students in San Diego more often utilize shared mobility to run errands, commute to school and connect to transit. We currently have student discounts

for UCSD students and will work with other universities such as SDSU, SDCC, Point Loma Nazarene, and USD to better serve student populations.

Outside of our current operation Downtown, we plan to expand operations to employment hubs such as Kearny Mesa and Sorrento Valley to capture ridership from users connecting to transit during peak morning and evening commute or during lunch breaks. We have often experimented with commuter rates and will target outreach for users in the employment hubs when promotional rates for commuters are implemented. In addition to ongoing rebalancing efforts, surge support will focus on rush hours and afternoon lunch hours.

SANDAG's San Diego Forward: The Regional Plan projects that seniors will comprise about 20 percent of San Diego County's total population in 2050. Mira Mesa is expected to experience the largest increase in senior population growth, and with relatively dispersed infrastructure, adaptive devices and e-bikes will be strategically deployed to help senior residents connect to transit.

Downtown, Ocean Beach, Pacific Beach, and North Park typically experience high usage from visitors who may be less familiar with local regulations. We will continue to prioritize targeted education and outreach to tourists and visitors in these neighborhoods. We strive to provide an enjoyable mode of transportation while maintaining a symbiotic relationship with local businesses and residents. Our goal is to deploy and manage our fleet effectively to reduce traffic congestion in these heavily visited neighborhoods.

As mentioned in the response to question 5, providing first and last-mile transit connection is key to the success of a multi-modal Shared Mobility Devices program and the comprehensive transportation network in San Diego. We plan on targeting key transit lines connecting employment hubs, high-density residential neighborhoods, recreational hubs, and business corridors to support the economic growth that drives neighborhood revitalization. Where available, we will deploy and promote bike infrastructure to further active transportation growth.

We recognize the need to continually seek input from the community and regularly communicate with local leaders to better understand user habits and changing trends. To that end, we will continue engaging with community members to align our business with local needs and trends.

8. Describe your firm's innovation plan, including future incorporation of different shared mobility devices.

With over a century of first-class engineering and supply chain expertise from Ford, Spin is determined to provide the latest technology to ensure safety, durability, and convenience. We intend to continually develop innovative programs and collaborate with local leaders to bring them to San Diego. Our company has consistently brought the latest innovations to market and seek to advance technology offerings to enable safe, equitable, and sustainable services using our current and future fleet of diverse devices.

Scaling Sidewalk Riding Detection Technology

For example, we are the first micromobility company to scale sidewalk detection and parking compliance technology on shared electric devices and have deployed them in seven different municipalities. We have trained the artificial intelligence algorithm on more than two dozen cities across the United States, Canada, and Europe. We have deployed sidewalk detection technology in San Diego since September 2021 and look forward to sharing data with the city in the coming weeks.

Remote Repositioning Technology

We are also the first to pilot self-repositioning technology using S-200 first edition, Spin's in-house three wheeled electric device developed in partnership with Segway Ninebot and Tortoise. To further smart initiatives, we have worked with private and public partners in nearly a dozen cities to bring parking and charging infrastructure, Spin Hubs. To date, we have installed over a hundred Spin Hubs, including multifunctional Spin Hubs with digital screens that display wayfinding, civic information, and other customizable content to advance public information campaigns. We have invested in 10 multifunctional Spin Hubs (nearly $350,000 in value) in San Diego and are actively looking to expand our infrastructure investment.

Comprehensive Mobility Hub

In July 2021, together with private and public partners in Pittsburgh, we launched Move PGH, a comprehensive program that gives residents access to a menu of diverse transportation options by bringing together scooters, bikes, buses, and shared cars in a seamless experience all available online in Transit App and offline at hubs. Move PGH integrates a coalition of existing and new "last mile" service providers organized by Spin, including:

- A new fleet of shared low-speed electric scooters provided by **Spin**
- Trip planning and most trip booking available through **Transit**
- Expanded carshare services provided by **Zipcar**
- A fleet of electric mopeds by local start-up **Scoobi**
- Carpool matching and commuting services facilitated through **Waze Carpool**
- Electric charging for e-scooters provided by **Swiftmile**
- Real time transit and mobility information on **TransitScreens** at mobility hubs

Through Move PGH, Spin has worked with the City of Pittsburgh, local nonprofits, and researchers at Carnegie Mellon University on a Universal Basic Mobility (UBM) pilot, covering the cost to use the Move PGH suite of transportation options for 50 low-income residents over the course of one year, while researchers measure the impact on participants' economic mobility and health. Additionally, the Move PGH pilot has allowed Spin to test a unique parking system. In all neighborhood commercial areas in Pittsburgh, Spin vehicles are required to be parked in Spin Hubs or one of over 150 city-installed

corrals, and the app does not allow parking outside these facilities. Outside of dense commercial areas, free-floating parking is allowed with Spin's Rider Support Team reviewing trip end photos and issuing consequences for any poor parking behavior.

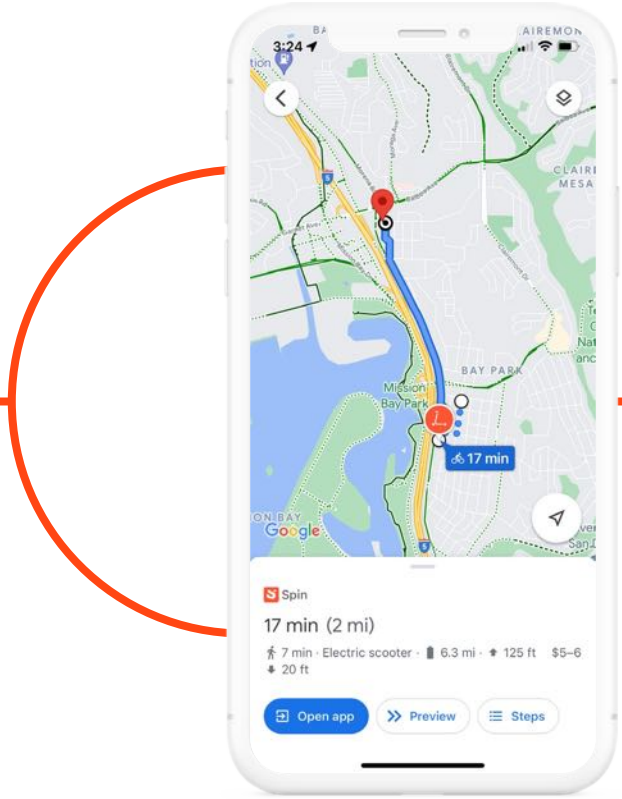
Universal Basic Mobility

In addition to Pittsburgh, we have partnered with UC-Davis and the Dream Center in Bakersfield to establish a one-year UBM pilot focused on 100 young adults who have aged out of foster care, to enhance quality of life and their access to opportunities. We've also engaged previously with SANDAG about establishing a partnership to deliver a UBM-type concept, which is referenced in the letter provided by SANDAG in the Appendix.

Should we be selected, we would work with the City, SANDAG, and other local stakeholders to identify and apply for funding opportunities to support a UBM pilot in San Diego. If we are selected as the exclusive micromobility operator in San Diego, that would allow us to further invest in a Universal Basic Mobility pilot, offering a match of grant funding up to $15,000.

Google Integration

Since August 2021, Google Maps users are able to see, in real-time, the nearest available Spin device, including how long it will take to walk to the vehicle, as well as estimated battery range and expected arrival time. Users will then be directed to the Spin app to pay for the vehicle, unlock it and take their ride.



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.

Spin does not have any concerns with meeting the City of San Diego's goals outlined in this RFP nor sees 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 the 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. If 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.

Spin understands accepts the City's policy on Non-Compliance.

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.

Please see our Contractor Standards Pledge of Compliance form.

Appendix

Asian Business Association
of San Diego

P 858-277-2822 F 858-277-2622 W www.abasd.org
7675 Dagget Street, Suite 340, San Diego, CA 92111

January 20th, 2022

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The Asian Business Association of San Diego supports Spin's proposal to continue operations in San Diego. We believe Spin has demonstrated a strong commitment to equity, environmental stewardship, and community partnerships. Spin's approach to managing micro-mobility systems will enhance our network of businesses and serve our community well.

We believe Spin is committed to partnering with us to tailor their services to the San Diego business community through specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, among others. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the city and respectfully request your support of their proposal to operate.

Respectfully,

Jason Paguio
President & CEO
Asian Business Association San Diego

Adams Avenue Business Association
4649 Hawley Boulevard
San Diego, CA. 92116

10/27/2021

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The Adams Avenue Business Association supports Spin's proposal to operate under the City's shared mobility device Request For Proposal. We believe Spin has demonstrated a strong commitment to safety, equity, environmental stewardship, and community partnerships. We are particularly impressed with Spin's free daily ride program for disadvantaged City residents, and their utilization of battery-operated vehicles to service scooter operations. Spin's approach to managing micro-mobility systems will enhance our network of businesses and serve our community well.

We believe Spin is committed to partnering with us to tailor their services to the Adams Avenue San Diego business community through specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, and much more. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the city and urge your support of their proposal to operate.

Sincerely,

Scott Kessler
Executive Director AABA

The Brown Bike Girl

Bicycle Advocacy Consulting

Jan 19, 2022

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The Brown Bike Girl is pleased to support Spin's application to operate under the upcoming Shared Mobility Device request for proposals. Through our national partnership, Spin has demonstrated a strong commitment to equity and safety. We believe their partnership approach to managing micromobility systems and providing equitable resources designed to accommodate our network of businesses will serve San Diego and its various communities well.

Spin has partnered with my POC-focused bicycle advocacy consulting firm to strengthen Spin's equity program to include outreach efforts that address the unique obstacles faced by Black and Brown riders and meaningfully engage diverse communities. The Brown Bike Girl X Spin Safety For All program includes messaging, training materials, and videos that address safe riding, culturally competent outreach strategies, and building safer places to ride. You can read more about our partnership effort at the following link:
spin.app/blog-posts/the-brown-bike-girl-and-spin-team-up-for-safety-for-all-initiative

We look forward to further establishing our partnership in San Diego with Spin if they are selected as one of the shared mobility device providers in San Diego. We are confident that Spin will continue to be a positive addition to the community.

Sincerely,

Courtney Williams
The Brown Bike Girl

DOWNTOWN
SAN DIEGO
PARTNERSHIP

January 3, 2022

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The Downtown San Diego Partnership supports Spin's proposal to operate under the City's shared mobility device request for proposals.

We believe Spin has demonstrated a strong commitment to equity, environmental stewardship, and community partnerships. Spin's approach to managing micro-mobility systems will enhance our network of businesses and serve our community well.

Additionally, Spin is committed to partnering with us to tailor their services to the San Diego business community through specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, and much more. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the City and urge your support of their proposal to operate.

If I can be of further assistance, please feel free to contact me directly or Joshua Coyne, Director of Government Affairs, at jcoyne@downtownsandiego.org. Thank you for your consideration.

Respectfully,

Betsy Brennan

Betsy Brennan
President & CEO

401 B St., Suite 100 | San Diego, CA 92101 | P: 619-234-0201 | www.downtownsandiego.org

Tuesday, Nov 9, 2021

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The East Village Association supports Spin's proposal to operate under the upcoming shared mobility device request for proposals. In our discussions with Spin about how we might work together if they are selected to operate in San Diego, Spin has demonstrated a strong commitment to equity, community partnerships, and safety through the development of innovative technology. We believe their partnership and approach to managing micro mobility systems and providing resources designed to accommodate East Village's residents, businesses, and visitors will serve our community well.

We believe Spin is committed to partnering with us to tailor their services to the East Village business community by being responsive to the needs of our stakeholders and providing enhanced infrastructure, placemaking, and much more. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the city and urge your support of their proposal to operate.

Sincerely,

Diane Peabody Straw

Diane Peabody Straw
Executive Director

HILLCREST
HILLCREST BUSINESS ASSOCIATION

September 30, 2021

Hon. Todd Gloria
Mayor
City of San Diego
202 C. Street, 11th Floor
Room #805
San Diego, CA 92101

Dear Mayor Gloria,

The Hillcrest Business Association strongly supports Spin's Permit Application for the City of San Diego's upcoming shared mobility device RFP. Spin's has proven that they are committed to the safety of their riders and non-rider community members. We have no doubt that their proven track record of creating events for the communities they operate in while partnering with a variety of organizations ranging from public health, to mobility, and equity focused groups, will extend to our Association's community as well.

Spin has proven to be a committed partner whose values represent San Diego. We are certain Spin will bring sustainable and equitable transportation options to our neighborhoods with transit gaps through the means of effective communication with our community members and strategic fleet deployments. Their team consists of individuals that are passionate about and dedicated towards making a positive social impact while providing an alternative to single occupancy vehicles. We believe Spin would be an ideal partner for the City of San Diego.

We look forward to continuing our partnership with Spin if they are selected as one of the shared mobility operators in San Diego. We are confident that Spin will continue to be a positive addition to the community and will strengthen our efforts to promote equitable transit, as well as safer and better streets for all.

Sincerely,

Benjamin Nicholls
Executive Director

3737 Fifth Ave. #202 San Diego, CA 92103
p:(619) 299-3330 f: (619) 299-4230

January 18, 2022

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

PATH (People Assisting the Homeless) supports Spin's proposal to operate under the City's shared mobility device request for proposals. We believe Spin has demonstrated a strong commitment to equity, environmental stewardship, and community partnerships. Spin's approach to managing micro-mobility systems will enhance our network of businesses and serve our community well.

We believe Spin is committed to partnering with us to tailor their services to the San Diego business community through equitable access programs, specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, and much more. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the city and urge your support of their proposal to operate.

Sincerely,

Jonathan Castillo
Chief Regional Officer
PATH

SAN DIEGO COUNTY
HISPANIC
CHAMBER
OF COMMERCE

www.sdchcc.org
404 Euclid Avenue Ste. B.
San Diego, CA 92114
P (858) 268-0790 | **E** info@sdchcc.org

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The San Diego County Hispanic Chamber of Commerce supports Spin's proposal to operate under the City's shared mobility device request for proposals. Spin has demonstrated a strong commitment to community involvement, creating equity, sound environmental stewardship, and focused on building community alliances. Spin's micro-mobility systems are truly impressive and can expand our network of businesses to better serve our different business models and communities.

Spin's commitment to tailoring their services to the San Diego business community through specialized scooter deployment shows their willingness to integrate with the diversity that is San Diego. We look forward to partnering with them and tailoring their services to the San Diego business community through specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, and much more. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the city and urge your support of their proposal to operate.

Respectfully

Ricardo F. Villa

Ricardo F. Villa
President
San Diego County Hispanic Chamber of Commerce

San Diego Regional Chamber

402 West Broadway, Suite 1000
San Diego, CA 92101-3585
p: 619.544.1300
www.sdchamber.org

August 23, 2021

Hon. Todd Gloria
Mayor,City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

On behalf of the San Diego Regional Chamber of Commerce (Chamber), I am pleased to provide this letter supportive of Spin's proposal to operate under the upcoming shared mobility device request for proposals. In our discussions with Spin about how we might work together if they are selected to operate in San Diego, Spin has demonstrated a strong commitment to equity, economic development, and safety. We believe their partnership and approach to managing micromobility systems and providing resources designed to accommodate our network of businesses will serve our community well.

As the largest local chamber on the west coast, representing some 2,500 member businesses and an approximate 300,000 jobs, we are committed to supporting our business ecosystem and ensuring that San Diego is a place that people want to live, work and play in. The addition of scooters in our mobility choices is one that we have welcomed as an important tool particularly for closing the last mile gap.

We believe Spin is committed to partnering with us to tailor their services to the San Diego business community through specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, and much more. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego and exploring additional ways to improve the way San Diegans travel around our vibrant communities.

We are confident that Spin will be a positive addition to the city and recommend your support of their proposal to operate.

Sincerely,

Jerry Sanders
President & CEO
San Diego Regional Chamber of Commerce

SANDAG

401 B Street, Suite 800
San Diego, CA 92101-4231
(619) 699-1900
Fax (619) 699-1905
sandag.org

December 2, 2021 File Number 3310714

Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101
CDelgado@sandiego.gov

Subject: SANDAG Letter of Acknowledgement for Skinny Labs, Inc.

Dear Ms. Delgado:

This letter serves to acknowledge the nature of recent collaboration between the San Diego Association of Governments (SANDAG) and Skinny Labs, Inc. dba Spin as it pertains to the City of San Diego Shared Mobility Devices Request for Proposals.

SANDAG is developing a Mobility Data Clearinghouse to ingest and analyze shared mobility data including dockless micromobility services operated by Spin to support regional planning and travel demand modeling efforts. The Clearinghouse will play a vital role in better understanding the impacts shared mobility services have on increasing non-drive alone mode share while better aligning services with local micromobility facilities and informing more equitable service deployment.

Data sharing agreement coordination with Spin began in June 2021 and over the course of approximately two months both parties amicably negotiated terms surrounding data quality, access, maintenance, and security. Spin policy and legal counsel replied in a timely manner to all SANDAG inquiries while contributing additional content to help ensure a fair agreement from the perspective of both parties. Spin also acknowledged the mutual benefit associated with data sharing to help further regional modeling and planning goals.

Additionally, SANDAG and Spin have discussed the concept of "Universal Basic Mobility". SANDAG provided a letter of support to the UC Davis Institute of Transportation for a Statewide Transportation Research Program grant proposal to design and conduct a Universal Basic Mobility Project Impact Evaluation in partnership with Spin. SANDAG acknowledges Spin's efforts to partner with public agencies to enhance micromobility access and affordability.

Thank you,

Antoinette Meier
Antoinette Meier (Dec 2, 2021 12:27 PST)

ANTOINETTE MEIER
Director of Mobility and Innovation

AMEI/MMAN

THE BOULEVARD
EL CAJON BOULVEVARD BUSINESS IMPROVEMENT ASSOCIATION

January 19, 2022

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The Boulevard BIA supports Spin's proposal to operate under the City's shared mobility device request for proposals. Spin has demonstrated a strong commitment to equity, environmental stewardship, and community partnerships all important to a transit corridor like El Cajon Boulevard. The Boulevard is the main artery of the Mid-City, San Diego's most diverse area and the Boulevard BIA has worked with you in creating multi-modal transportation opportunities for our residents, businesses and visitors. Spin's approach to managing micro-mobility systems, and focusing on the "last mile" will enhance our partnership with MTS, The Boulevards network of businesses and serve our community well.
Todd, "sexy streets" just got sexier with Spin. After seeing their plan, we believe Spin is committed to partnering with us to tailor their services to the San Diego business community through specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, enhancing our efforts in climate action, and much more. We believe that this is the next phase of responsible micro-mobility that Spin's plan will serve our diverse socioeconomic communities. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the city and urge your support of their proposal to operate.

Sincerely,

M. Tootie Thomas
San Diego City Commissioner
Executive Director
The Boulevard BIA
3727 El Cajon Boulevard
San Diego, CA. 92105

November 03, 2021

Hon. Todd Gloria
Mayor
City of San Diego
202 C Street, 11th Floor
San Diego, CA 92101

RE: Support for Spin's Proposal to Operate Shared Mobility Devices in the City of San Diego

Dear Mayor Gloria,

The Urban Collaborative project supports Spin's proposal to operate under the City's shared mobility device request for proposals. We believe Spin has demonstrated a strong commitment to equity, environmental stewardship, and community partnerships. Spin's approach to managing micro-mobility systems will enhance our network of businesses and serve our community well.

We believe Spin is committed to partnering with us to tailor their services to the San Diego business community through specialized scooter deployments, enhanced infrastructure and placemaking, innovative safety technology, and much more. We look forward to further establishing our partnership with Spin if they are selected as one of the shared mobility device providers in San Diego.

We are confident that Spin will continue to be a positive addition to the city and urge your support of their proposal to operate.

Sincerely,

Barry Pollard
The Urban Collaborative Project
401 B Street, Suite 100 | San Diego, CA 92101 | P: 619-234-0201 | F: 619-234-3444
www.downtownsandiego.org

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Alex April

Head of Government Partnerships - US West

CONTACT

450 Mission St., Ste. 400
San Francisco, CA 94105

alexandra.april@spin.pm

(719) 321-1430

As Spin's Head of Government Partnerships, US West, Alex April focuses on government outreach by engaging relationships with government and other local stakeholders. Additionally, Alex leads Spin US West's efforts to ensure that markets that we operate in remain compliant with local city requirements. With over eight years of public policy and compliance experience, Alex helps lead the way with innovative compliance solutions when working with local cities. Previously, Alex worked at Airbnb and for President Obama's presidential campaign. Alex holds a Bachelor of Arts degree from Scripps College.

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EDUCATION

BACHELOR OF ARTS

Scripps College | 2015

EXPERIENCE

03/20 – Present

SPIN

Head of Government Partnerships - US West

- Lead Government Partnerships team at Spin for the West Coast, overseeing policy strategy
- Work closely with local municipalities on shared mobility regulations
- Maintain compliance across active markets on the West Coast

05/19 - 03/20

SPIN

Senior Government Partnerships Manager - US West

- Engaged and maintained relationships with policymakers, staff, and third-party validators at the local level to further policy objectives
- Worked with local municipalities on shared mobility regulations in US west
- Founded Spin's Diversity and Inclusivity Taskforce and Team

02/18 - 05/19

AIRBNB

Public Policy Strategic Projects Manager - Global

- Worked with state and local governments in US and European markets on tax collection agreements, tax compliance, and legislative compliance
- Selected as 1 of 10 members of the inaugural Rapid Disaster Response Team, deployed to the aftermath of natural and human made disasters to coordinate with government officials and offer free Airbnb accommodations to those affected

Anthony Fernandez

General Manager - San Diego

CONTACT

5131 Santa Fe St. Unit C/D,
San Diego, CA 92109

anthony.fernandez@spin.pm

(310) 415-7934

Anthony leads local operations in Los Angeles, San Diego, Santa Monica, and Arizona. As a local San Diegan, he is passionate about providing an industryleading program to the City of San Diego. Anthony has extensive experience in the shared mobility space, having managed complex programs around the country. Prior to joining Spin, Anthony held local and corporate roles at Zipcar and Razor.

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EDUCATION

BS, URBAN PLANNING

Arizona State University

EXPERIENCE

06/21 – Present

SPIN

General Manager - San Diego

- Lead operations and strategic growth of Southern California markets
- P&L owner for the region; meeting business objectives
- Worked with local stakeholders including UCSD to workshop and implement operational objectives

01/20 - 06/21

SPIN

Senior Operations Manager - San Diego

- Lead day-to-day operations in San Diego region
- Managed local team of W2 employees responsible for maintaining the San Diego fleet
- Project managed installation of Ad enabled SpinHubs on the UCSD campus

09/18 - 01/20

RAZOR USA

Senior Manager, Strategic Operations

- Lead launch of 14 markets around the US
- Created operational SOP's and playbooks used across markets
- Managed Operation Managers across several geographies

Alec Rochford

Operations Manager - San Diego

CONTACT

5131 Santa Fe St. Unit C/D,
San Diego, CA 92109

alec.rochford@spin.pm

(619) 647-2189

Alec coordinates day-to-day operations on a local level in San Diego. Born and raised in San Diego, Alec was a member of the leadership team at Jump in San Diego before taking over operations in Sacramento. Before his years in the shared mobility industry, Alec spent time managing sales and customer service work for LifeLock and worked at local favorite Stone Brewing.

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EDUCATION

AD - HISTORY

Grossmont College | 2015

EXPERIENCE

02/21 – Present

SPIN

Operations Manager - San Diego

- Coordination of day-to-day operations for local San Diego marketplace
- Management of performance, productivity, and compliance for local operations team
- Development and implementation of processes surrounding scooter and e-bike operations

02/19 - 06/20

UBER

Operations Manager

- Market management for Jump scooter and e-bike operations in Sacramento, West Sacramento, and Davis
  - Sacramento ran as an exclusive market for Uber/Jump for several years while maintaining record setting e-vehicle utilization
- Supervision of scooter and e-bike maintenance and quality control
- City compliance monitoring and management

12/17 - 02/19

STONE BREWING COMPANY

Reservationist & Back Office Coordinator

- Hosting and assisting guests both local to San Diego and visiting from afar
- Booking of events and reservations for one of San Diego's largest restaurants
- Education and flavor profile assistance for craft beers ranging from IPA's to Stouts.

Matt Reback

Campus Partnerships Manager

CONTACT

450 Mission St., Ste. 400
San Francisco, CA 94105

matthew.reback@spin.pm

(240) 672-6827

Matt manages campus partnerships for Spin's university programs: Stakeholder engagement, transportation analysis, and program customizations for college campus programs nationwide. Prior to joining Spin in 2020, Matt worked as a Transportation Engineer for the Department of Public Works in Portland, Maine, focusing on safety infrastructure improvements for bicycles and pedestrians.

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EDUCATION

BA - Environmental Policy

Bates College | 2018

EXPERIENCE

07/21 – Present

SPIN

Campus Partnerships Manager

- Supports growth of Spin campus markets on a national scale
- Engages stakeholders, analyzes campus transportation systems, and coordinates program customizations with campus partners
- Conducts demonstrations for prospective campus partners

02/20 - 07/21

SPIN

Partner Development Representative

- Led outreach to Real Estate partners to coordinate the installation of Spin Hub charging stations
- Engaged college students to identify opportunities for new campus programs
- Conducted outreach to prospective city programs in the UK, working cross functionally with government partnerships

10/18 - 05/19

CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS

Transportation Engineering Intern

- Led grant writing process to secure capital funding for street reconstruction projects
- Updated and published the city's bicycle network and parking infrastructure map using GIS
- Established partnerships with national and local bike advocacy groups

Daniel Bezinovich

Community Partnerships Manager

CONTACT

5131 Santa Fe St. Unit C/D,
San Diego, CA 92109

daniel.bezinovich@spin.pm

(708) 337-0912

Daniel leads outreach and stakeholder engagement for Spin's community outreach initiatives. Daniel has been integral in establishing strong partnerships with community organizations, business improvement districts, and city transportation departments. Daniel was previously an urban designer, focusing on urban mobility projects. Daniel has three years' experience at Motivate, where he supported Chicago's bike share operations.

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EDUCATION

MASTERS - URBAN PLANNING & PUBLIC POLICY
University of Illinois at Chicago

BACHELORS - URBAN PLANNING AND PUBLIC AFFAIRS
University of Illinois at Chicago

BACHELORS - COMMUNICATIONS
University of Illinois at Chicago

EXPERIENCE

07/21 – Present

SPIN
Community Partnerships Manager - Southwest

- Oversees all day-to-day partnerships activities, all planning activities in Southwest Markets
- Supports the growth of Spin's Safety & Equity programs in the Southwest
- Plans for quarterly events via the ongoing development of engagement plans for all Southwest markets
- Plans, develops, and executes initiatives that contribute to company wide commitments - executes on local relationships with community organizations, advocacy groups, business improvement districts, and other community partners in all Southwest markets

11/19 - 07/21

SPIN
Community Partnerships Associate - SoCal & Northeast

- Contributed to the expansion of Spin's services in new cities and existing markets across SoCal & Northeast
- Engaged with and built relationships with community stakeholders across all SoCal and Northeast markets
- Helped build strategy to meet key objectives related to equity, safety and infrastructure projects
- Fulfilled all Safety and Equity obligations required within Spin's local operating agreements or permits
- Collected, tracked and reported rider data to city partners, public agencies and local organizations

01/19 - 11/19

CONT-X PLANNING & DESIGN
Urban Planner

- Contributed understanding of active transportation to project designs and guidelines
- Produced graphics used for plans, proposals, and client presentations
- Contributed research, development, graphics and writing to plan documents and proposals
- Created and managed the overall design and organization of plans and plan documents
- Prepared and presented detailed reports to government agencies
-

Mika Ohiorhenuan

Regional General Manager

CONTACT

5131 Santa Fe St. Unit C/D,
San Diego, CA 92109

mika.ohiorhenuan@spin.pm

(917) 488-0048

Mika oversees local operations in the western portion of the United States. His focus is on delivering a world-class rider experience while ensuring that all vehicles are deployed, maintained, and serviced according to Spin's exacting safety standards. He has extensive experience managing complex operations in large cities, including San Diego. As Spin's first GM in San Diego he helped to establish operations in the city and launch scooters on UC San Diego. In 2019, in collaboration with Ford X and SANDAG, he launched Hoot Rides, a zero emissions EV ride hail service in the City of Oceanside.

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EDUCATION

MASTERS - BUSINESS ADMINISTRATION
University of Pennsylvania

BACHELOR OF ARTS - ECONOMICS
Wesleyan University

EXPERIENCE

07/19 – Present

SPIN
Regional General Manager

- Lead West US market operations in California, Washington, Oregon, Arizona
- Responsible for setting & executing on regional growth strategy, quarterly targets, OKRs and team development. Manage team of 16 salaried team members, 300+ hourly employees.

02/16 - 07/19

PROSPECTWISE
Head of Business Development

- Led business development as founding team member of venture-funded startup serving local businesses.
- Developed and executed go-to-market strategy for first revenue-generating product, growing revenue to million dollar annual run rate in under six months.
- Responsible for sales operations, content development and partner management.

01/15 - 02/16

LUXE
Senior Operations Manager

- Led LA operations, establishing a high-performing operations team of 400+ hourly employees.
- Spearheaded focus on profitability, resulting in 2x improvement in margin while driving 50% revenue growth.
- Revamped city metrics and reporting for improved business intelligence, transparency and planning.
- Expanding business lines to include airport operations, enterprise solutions and concierge services.

Phuong Bui

Senior Government Partnerships Manager - US West

CONTACT

5131 Santa Fe St. Unit C/D,
San Diego, CA 92109

phuong.bui@spin.pm

(909) 815-3080

Phuong engages with municipal leaders across the western U.S. to deliver Spin's Partnership Promise through a holistic approach. With nearly a decade of compliance and stakeholder engagement experience, Phuong is an accountability advocate for transparency, equity, and data-driven policies. She holds a track record of advancing public-private partnerships, commerce, transportation, and land-use policies.

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EXPERIENCE

04/20 – Present

SPIN
Senior Government Partnerships Manager, US West

- Work closely with local municipalities and external stakeholders in midwest and western markets to develop shared mobility policies, set industry standard, and maintain compliance
- Align business priorities with City objectives to deliver innovative, affordable, and highly-utilized transportation services across western markets
- Analyze policies and drive awareness of regulatory frameworks and their impact on cross-functional operating procedures
- Collaborate with Product, Data, Operations, Legal, and Marketing to influence product decisions and improve user experience for policy-related issues
- Gather and analyze data related to market compliance, utilization, product impact, and service improvements

05/19 - 04/20

JUUL LABS
Regional Partnerships Manager, US West

- Drove strategic planning and execution of public engagement campaigns
- Facilitated cross-functional collaboration between Public Affairs, Scientific Affairs, Legal, Sales, and Communications to support state & local legislative efforts

09/16 - 05/19

AIRBNB
Community Affairs Liaison

- Legitimized Airbnb's core business and supported new policy frameworks in the 4th largest global market through engagement with community organizations, thought leaders, electeds
- Monitored short-term rental and land use policy developments in 42 jurisdictions
- Managed database
- Developed and executed localized public engagement campaigns to mobilize over 50K users and key businesses
- Streamlined registration & licensing roll-outs to ensure user compliance in US West markets

06/15 - 09/16

PROJECT BOON
Partnerships Development Manager

- Build strong community relationships with local businesses, other nonprofits, and municipal agencies to support bi-annual health services events serving 1,500 residents
- Planned and oversaw all volunteer service and fundraising events
- Develop a public relations and marketing strategy to elevate the organization's visibility in San Bernardino County

FORD MOTOR CREDIT COMPANY LLC AND SUBSIDIARIES
CONSOLIDATED INCOME STATEMENTS
(in millions)

	For the periods ended September 30,			
	2020	**2021**	2020	**2021**
	Third Quarter		First Nine Months	
	(unaudited)			
Financing revenue				
Operating leases	$ 1,407	**$ 1,285**	$ 4,267	**$ 4,032**
Retail financing	1,008	**955**	2,925	**2,949**
Dealer financing	345	**148**	1,171	**621**
Other financing	22	**9**	71	**36**
Total financing revenue	2,782	**2,397**	8,434	**7,638**
Depreciation on vehicles subject to operating leases	(537)	**(441)**	(2,579)	**(1,200)**
Interest expense	(792)	**(668)**	(2,615)	**(2,152)**
Net financing margin	1,453	**1,288**	3,240	**4,286**
Other revenue				
Insurance premiums earned	32	**15**	113	**59**
Fee based revenue and other	41	**61**	133	**134**
Total financing margin and other revenue	1,526	**1,364**	3,486	**4,479**
Expenses				
Operating expenses	311	**323**	978	**988**
Provision for credit losses	86	**(59)**	765	**(265)**
Insurance expenses	16	**5**	82	**14**
Total expenses	413	**269**	1,825	**737**
Other income / (loss), net	10	**(18)**	35	**(80)**
Income before income taxes	1,123	**1,077**	1,696	**3,662**
Provision for / (Benefit from) income taxes	82	**97**	185	**186**
Net income	$ 1,041	**$ 980**	$ 1,511	**$ 3,476**

FORD MOTOR CREDIT COMPANY LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in millions)

	December 31, 2020	**September 30, 2021**
	(unaudited)	
ASSETS		
Cash and cash equivalents	$ 14,349	**$ 12,963**
Marketable securities	4,860	**2,046**
Finance receivables, net		
Retail installment contracts, dealer financing, and other financing	97,043	**83,705**
Finance leases	8,027	**7,299**
Total finance receivables, net of allowance for credit losses of $1,305 and $984	105,070	**91,004**
Net investment in operating leases	26,655	**25,459**
Notes and accounts receivable from affiliated companies	853	**519**
Derivative financial instruments	2,601	**1,479**
Assets held-for-sale	36	**27**
Other assets	3,705	**2,571**
Total assets	$ 158,129	**$ 136,068**
LIABILITIES		
Accounts payable		
Customer deposits, dealer reserves, and other	$ 1,087	**$ 1,089**
Affiliated companies	490	**576**
Total accounts payable	1,577	**1,665**
Debt	137,677	**118,956**
Deferred income taxes	504	**502**
Derivative financial instruments	524	**454**
Other liabilities and deferred revenue	2,280	**2,120**
Total liabilities	142,562	**123,697**
SHAREHOLDER'S INTEREST		
Shareholder's interest	5,227	**5,227**
Accumulated other comprehensive income / (loss)	(478)	**(650)**
Retained earnings	10,818	**7,794**
Total shareholder's interest	15,567	**12,371**
Total liabilities and shareholder's interest	$ 158,129	**$ 136,068**

FORD MOTOR CREDIT COMPANY LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	For the periods ended September 30,	
	2020	2021
	First Nine Months	
	(unaudited)	
Cash flows from operating activities		
Net income	$ 1,511	**$ 3,476**
Adjustments to reconcile net income to net cash provided in operations		
Increase / (Decrease) in provision for credit losses	765	**(265)**
Depreciation and amortization	3,150	**1,752**
Amortization of upfront interest supplements	(1,634)	**(1,716)**
Net change in finance and wholesale receivables held-for-sale	(74)	**—**
Net change in deferred income taxes	98	**(15)**
Net change in other assets	(313)	**558**
Net change in other liabilities	(299)	**(43)**
All other operating activities	118	**119**
Net cash provided by / (used in) operating activities	3,322	**3,866**
Cash flows from investing activities		
Purchases of finance receivables	(32,145)	**(25,076)**
Principal collections of finance receivables	30,006	**31,378**
Purchases of operating lease vehicles	(8,523)	**(8,367)**
Proceeds from termination of operating lease vehicles	7,227	**8,716**
Net change in wholesale receivables and other short-duration receivables	11,758	**8,525**
Proceeds from sale of business	1,340	**—**
Purchases of marketable securities	(6,957)	**(7,143)**
Proceeds from sales and maturities of marketable securities	6,029	**9,940**
Settlements of derivatives	(107)	**(44)**
All other investing activities	81	**(53)**
Net cash provided by / (used in) investing activities	8,709	**17,876**
Cash flows from financing activities		
Proceeds from issuances of long-term debt	30,168	**17,000**
Principal payments on long-term debt	(34,807)	**(35,729)**
Change in short-term debt, net	(3,331)	**1,712**
Cash distributions to parent	(2,000)	**(6,500)**
All other financing activities	(79)	**(52)**
Net cash provided by / (used in) financing activities	(10,049)	**(23,569)**
Effect of exchange rate changes on cash, cash equivalents and restricted cash	2	**(77)**
Net increase / (decrease) in cash, cash equivalents and restricted cash	$ 1,984	**$ (1,904)**
Cash, cash equivalents and restricted cash at beginning of period	$ 9,268	**$ 14,996**
Net increase / (decrease) in cash, cash equivalents and restricted cash	1,984	**(1,904)**
Cash, cash equivalents and restricted cash at end of period	$ 11,252	**$ 13,092**

FORD MOTOR COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	For the years ended December 31,		
	2018	2019	**2020**
Cash flows from operating activities			
Net income/(loss)	$ 3,695	$ 84	**$ (1,276)**
Depreciation and tooling amortization (Note 12 and Note 13)	9,385	9,689	**8,751**
Other amortization	(972)	(1,199)	**(1,294)**
Held-for-sale impairment charges (Note 22)	—	804	**23**
Brazil manufacturing exit non-cash charges (excluding accelerated depreciation of $145) (Note 21)	—	—	**1,159**
Provision for credit and insurance losses	504	413	**929**
Pension and other post-retirement employee benefits ("OPEB") expense/(income) (Note 17)	400	2,625	**1,027**
Equity investment dividends received in excess of (earnings)/losses	206	203	**130**
Foreign currency adjustments	529	(54)	**(420)**
Net (gain)/loss on changes in investments in affiliates (Note 5)	(42)	(29)	**(3,446)**
Stock compensation (Note 6)	191	228	**199**
Provision for deferred income taxes	(197)	(1,370)	**(269)**
Decrease/(Increase) in finance receivables (wholesale and other)	(2,408)	1,554	**12,104**
Decrease/(Increase) in accounts receivable and other assets	(2,239)	(816)	**(63)**
Decrease/(Increase) in inventory	(828)	206	**148**
Increase/(Decrease) in accounts payable and accrued and other liabilities	6,781	5,260	**6,809**
Other	17	41	**(242)**
Net cash provided by/(used in) operating activities	15,022	17,639	**24,269**
Cash flows from investing activities			
Capital spending	(7,785)	(7,632)	**(5,742)**
Acquisitions of finance receivables and operating leases	(62,924)	(55,576)	**(55,901)**
Collections of finance receivables and operating leases	50,880	50,182	**48,746**
Proceeds from sale of business (Note 22)	—	—	**1,340**
Purchases of marketable securities and other investments	(17,140)	(17,472)	**(39,624)**
Sales and maturities of marketable securities and other investments	20,527	16,929	**32,395**
Settlements of derivatives	358	(114)	**(323)**
Other	(177)	(38)	**494**
Net cash provided by/(used in) investing activities	(16,261)	(13,721)	**(18,615)**
Cash flows from financing activities			
Cash payments for dividends and dividend equivalents	(2,905)	(2,389)	**(596)**
Purchases of common stock	(164)	(237)	**—**
Net changes in short-term debt	(2,819)	(1,384)	**(2,291)**
Proceeds from issuance of long-term debt	50,130	47,604	**65,900**
Principal payments on long-term debt	(44,172)	(46,497)	**(60,514)**
Other	(192)	(226)	**(184)**
Net cash provided by/(used in) financing activities	(122)	(3,129)	**2,315**
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(370)	45	**225**
Net increase/(decrease) in cash, cash equivalents, and restricted cash	$ (1,731)	$ 834	**$ 8,194**
Cash, cash equivalents, and restricted cash at beginning of period (Note 9)	$ 18,638	$ 16,907	**$ 17,741**
Net increase/(decrease) in cash, cash equivalents, and restricted cash	(1,731)	834	**8,194**
Cash, cash equivalents, and restricted cash at end of period (Note 9)	$ 16,907	$ 17,741	**$ 25,935**

The accompanying notes are part of the consolidated financial statements.

FORD MOTOR COMPANY AND SUBSIDIARIES
CONSOLIDATED INCOME STATEMENTS
(in millions, except per share amounts)

	For the years ended December 31,		
	2018	2019	**2020**
Revenues			
Automotive	$ 148,294	$ 143,599	**$ 115,885**
Ford Credit	12,018	12,260	**11,203**
Mobility	26	41	**56**
Total revenues (Note 4)	160,338	155,900	**127,144**
Costs and expenses			
Cost of sales	136,269	134,693	**112,752**
Selling, administrative, and other expenses	11,403	11,161	**10,193**
Ford Credit interest, operating, and other expenses	9,463	9,472	**8,607**
Total costs and expenses	157,135	155,326	**131,552**
Operating income/(loss)	3,203	574	**(4,408)**
Interest expense on Automotive debt	1,171	963	**1,603**
Interest expense on Other debt	57	57	**46**
Other income/(loss), net (Note 5 and Note 22)	2,247	(226)	**4,899**
Equity in net income/(loss) of affiliated companies	123	32	**42**
Income/(Loss) before income taxes	4,345	(640)	**(1,116)**
Provision for/(Benefit from) income taxes (Note 7)	650	(724)	**160**
Net income/(loss)	3,695	84	**(1,276)**
Less: Income/(Loss) attributable to noncontrolling interests	18	37	**3**
Net income/(loss) attributable to Ford Motor Company	$ 3,677	$ 47	**$ (1,279)**
EARNINGS/(LOSS) PER SHARE ATTRIBUTABLE TO FORD MOTOR COMPANY COMMON AND CLASS B STOCK (Note 8)			
Basic income/(loss)	$ 0.93	$ 0.01	**$ (0.32)**
Diluted income/(loss)	0.92	0.01	**(0.32)**
Weighted-average shares used in computation of earnings/(loss) per share			
Basic shares	3,974	3,972	**3,973**
Diluted shares	3,998	4,004	**3,973**

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	For the years ended December 31,		
	2018	2019	**2020**
Net income/(loss)	$ 3,695	$ 84	**$ (1,276)**
Other comprehensive income/(loss), net of tax (Note 23)			
Foreign currency translation	(523)	174	**(901)**
Marketable securities	(11)	130	**85**
Derivative instruments	183	(689)	**222**
Pension and other postretirement benefits	(56)	23	**27**
Total other comprehensive income/(loss), net of tax	(407)	(362)	**(567)**
Comprehensive income/(loss)	3,288	(278)	**(1,843)**
Less: Comprehensive income/(loss) attributable to noncontrolling interests	18	37	**2**
Comprehensive income/(loss) attributable to Ford Motor Company	$ 3,270	$ (315)	**$ (1,845)**

The accompanying notes are part of the consolidated financial statements.

FORD MOTOR COMPANY AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in millions)

	December 31, 2019	December 31, 2020
ASSETS		
Cash and cash equivalents (Note 9)	$ 17,504	**$ 25,243**
Marketable securities (Note 9)	17,147	**24,718**
Ford Credit finance receivables, net of allowance for credit losses of $162 and $394 (Note 10)	53,651	**42,401**
Trade and other receivables, less allowances of $63 and $84	9,237	**9,993**
Inventories (Note 11)	10,786	**10,808**
Assets held for sale (Note 2, Note 10, and Note 22)	2,383	**47**
Other assets	3,339	**3,534**
Total current assets	114,047	**116,744**
Ford Credit finance receivables, net of allowance for credit losses of $351 and $911 (Note 10)	53,703	**55,277**
Net investment in operating leases (Note 12)	29,230	**27,951**
Net property (Note 13)	36,469	**37,083**
Equity in net assets of affiliated companies (Note 14)	2,519	**4,901**
Deferred income taxes (Note 7)	11,863	**12,423**
Other assets	10,706	**12,882**
Total assets	$ 258,537	**$ 267,261**
LIABILITIES		
Payables	$ 20,673	**$ 22,204**
Other liabilities and deferred revenue (Note 16 and Note 25)	22,987	**23,645**
Automotive debt payable within one year (Note 19)	1,445	**1,194**
Ford Credit debt payable within one year (Note 19)	52,371	**49,969**
Other debt payable within one year (Note 19)	130	**180**
Liabilities held for sale (Note 22)	526	**—**
Total current liabilities	98,132	**97,192**
Other liabilities and deferred revenue (Note 16 and Note 25)	25,324	**28,379**
Automotive long-term debt (Note 19)	13,233	**22,342**
Ford Credit long-term debt (Note 19)	87,658	**87,708**
Other long-term debt (Note 19)	470	**291**
Deferred income taxes (Note 7)	490	**538**
Total liabilities	225,307	**236,450**
EQUITY		
Common Stock, par value $0.01 per share (4,025 million shares issued of 6 billion authorized)	40	**40**
Class B Stock, par value $0.01 per share (71 million shares issued of 530 million authorized)	1	**1**
Capital in excess of par value of stock	22,165	**22,290**
Retained earnings	20,320	**18,243**
Accumulated other comprehensive income/(loss) (Note 23)	(7,728)	**(8,294)**
Treasury stock	(1,613)	**(1,590)**
Total equity attributable to Ford Motor Company	33,185	**30,690**
Equity attributable to noncontrolling interests	45	**121**
Total equity	33,230	**30,811**
Total liabilities and equity	$ 258,537	**$ 267,261**

The following table includes assets to be used to settle liabilities of the consolidated variable interest entities ("VIEs"). These assets and liabilities are included in the consolidated balance sheets above. See Note 24 for additional information on our VIEs.

	December 31, 2019	December 31, 2020
ASSETS		
Cash and cash equivalents	$ 3,202	**$ 2,822**
Ford Credit finance receivables, net	58,478	**51,472**
Net investment in operating leases	14,883	**12,794**
Other assets	12	**—**
LIABILITIES		
Other liabilities and deferred revenue	$ 19	**$ 56**
Debt	50,865	**46,770**

The accompanying notes are part of the consolidated financial statements.

FORD MOTOR COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY
(in millions)

	Equity Attributable to Ford Motor Company							
	Capital Stock	Cap. in Excess of Par Value of Stock	Retained Earnings/ (Accumulated Deficit)	Accumulated Other Comprehensive Income/(Loss) (Note 23)	Treasury Stock	Total	Equity Attributable to Non-controlling Interests	Total Equity
Balance at December 31, 2017	$ 41	$ 21,843	$ 21,906	$ (6,959)	$ (1,253)	$ 35,578	$ 28	$ 35,606
Adoption of accounting standards	—	—	—	—	—	—	—	—
Net income	—	—	3,677	—	—	3,677	18	3,695
Other comprehensive income/(loss), net of tax	—	—	—	(407)	—	(407)	—	(407)
Common stock issued (a)	—	163	—	—	—	163	—	163
Treasury stock/other	—	—	—	—	(164)	(164)	—	(164)
Dividend and dividend equivalents declared (b)	—	—	(2,915)	—	—	(2,915)	(12)	(2,927)
Balance at December 31, 2018	$ 41	$ 22,006	$ 22,668	$ (7,366)	$ (1,417)	$ 35,932	$ 34	$ 35,966
Balance at December 31, 2018	$ 41	$ 22,006	$ 22,668	$ (7,366)	$ (1,417)	$ 35,932	$ 34	$ 35,966
Adoption of accounting standards	—	—	13	—	—	13	—	13
Net income	—	—	47	—	—	47	37	84
Other comprehensive income/(loss), net of tax	—	—	—	(362)	—	(362)	—	(362)
Common stock issued (a)	—	159	—	—	—	159	—	159
Treasury stock/other	—	—	—	—	(196)	(196)	(26)	(222)
Dividend and dividend equivalents declared (b)	—	—	(2,408)	—	—	(2,408)	—	(2,408)
Balance at December 31, 2019	$ 41	$ 22,165	$ 20,320	$ (7,728)	$ (1,613)	$ 33,185	$ 45	$ 33,230
Balance at December 31, 2019	**$ 41**	**$ 22,165**	**$ 20,320**	**$ (7,728)**	**$ (1,613)**	**$ 33,185**	**$ 45**	**$ 33,230**
Adoption of accounting standards	**—**	**—**	**(202)**	**—**	**—**	**(202)**	**—**	**(202)**
Net income/(loss)	**—**	**—**	**(1,279)**	**—**	**—**	**(1,279)**	**3**	**(1,276)**
Other comprehensive income/(loss), net of tax	**—**	**—**	**—**	**(566)**	**—**	**(566)**	**(1)**	**(567)**
Common stock issued (a)	**—**	**125**	**—**	**—**	**—**	**125**	**—**	**125**
Treasury stock/other	**—**	**—**	**—**	**—**	**23**	**23**	**86**	**109**
Dividend and dividend equivalents declared (b)	**—**	**—**	**(596)**	**—**	**—**	**(596)**	**(12)**	**(608)**
Balance at December 31, 2020	**$ 41**	**$ 22,290**	**$ 18,243**	**$ (8,294)**	**$ (1,590)**	**$ 30,690**	**$ 121**	**$ 30,811**

(a) Includes impacts of share-based compensation.
(b) We declared dividends per share of Common and Class B Stock of $0.73, $0.60, and $0.15 per share in 2018, 2019, and 2020, respectively.

The accompanying notes are part of the consolidated financial statements.

SPIN

BLUESYSTEMS
\ SMART MOBILITY

BLUE SYSTEMS MOBILITY MANAGER

Spin Insight Level 2

To empower cities with greater insights into riding and parking behavior, Spin has partnered with Blue Systems to integrate and visualize sidewalk detection and parking compliance data collected from our devices enabled with Spin Insight Level 2 technology, through Blue Systems' Mobility Manager platform.

Heatmap of Rides by Infrastructure Type

By visualizing riding location by infrastructure type (street, bike lane, and sidewalk), this heatmap can provide greater insights into rider behavior and route preference, as well as infrastructure implications. Additional geospatial layers can be uploaded and overlaid, such as a City's bike infrastructure network, which could allow for evaluation of gaps in existing bike infrastructure.

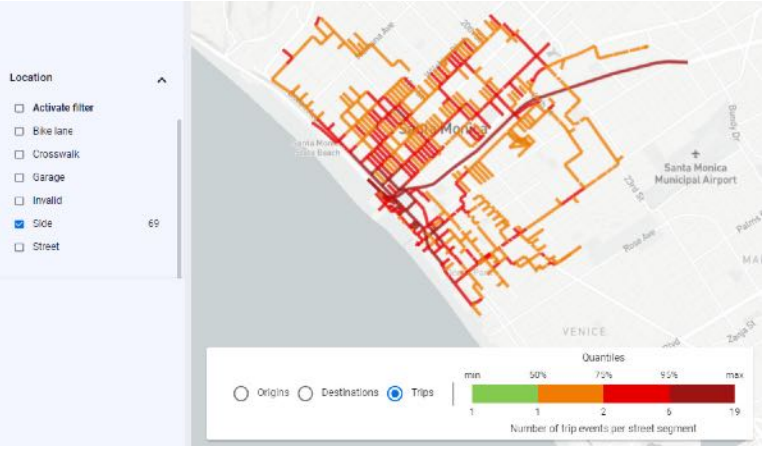


Figure 1: Enhanced heat map with infrastructure type filter

Aggregated Metrics for Evaluation

Additionally, aggregated metrics are available in the platform including count, time, distance, and percentage of riding by infrastructure type, and time and date filters allow for evaluating change in metrics over time.

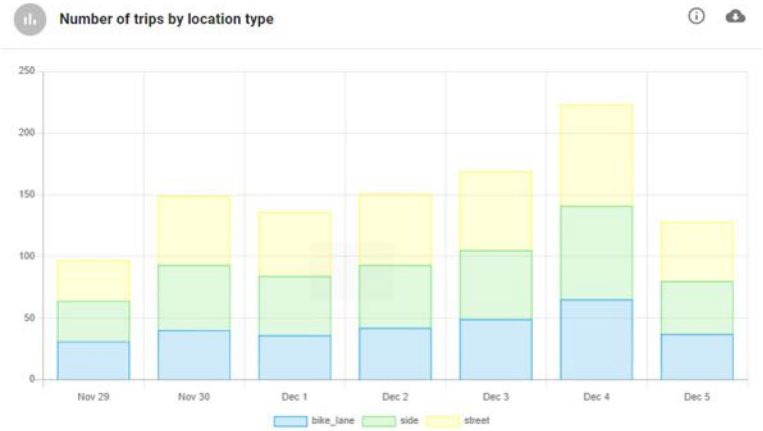


Figure 2: Percentage of trips by location type

Access Zones Methodology

Introduction

Access Zones are designated geographic areas where riders are given an automatic discount when they start their trip. Access Zones do not require riders to enroll in our Spin Access program, and are designed to be an additional method to increase the affordability of our service.

To identify Access Zones, we developed a two-phased research-backed methodology and gathered demographic, environmental, topographical data to define areas of social vulnerability and transportation burden. In the first phase, we identified the populations in social, economic, and environmental disadvantaged areas. In phase two, we overlayed a set of suitability metrics to highlight areas with potential for scooter deployment within the areas of need.

Methodology

Establishing Access Zones requires two indices: an Equity Index (EI) to identify the most vulnerable or disadvantaged populations, and a Built Environment Index (BI) to identify areas that can support safe, comfortable, and convenient riding within each city. The EI is divided into equity indicators and mobility needs indicators. They include the following:

Equity Indicators

- Personal/Household Median Income in the last 12 months (ACS 2019 5-year estimates)
- Population of color (ACS 2019 5-year estimates)
- Limited English Proficiency population (ACS 2019 5-year estimates)
- Population with disabilities
- Housing and transportation costs (Center for Neighborhood Technology, Housing and Transportation Affordability Index)
- Pollution exposure (CalEnviroScreen 4.0)

Mobility Need Indicators

- Zero Car Households (ACS 2019 5-year estimates)
- No frequent transit service (U.S. EPA, Smart Location Database 3.0)

The EI score for each block group was calculated by taking the weighted average of the eight indicators using the following weights:

Indicator	Weight
Population with disabilities	5%
Population of color	20%
Median Income in the last 12 months	20%
Limited English Proficiency population	10%
Pollution exposure	10%
Housing and transportation costs	5%
Zero Car Households	20%
No frequent transit service	10%

The BI includes the built environment and infrastructure indicators described below. The BI score for each block group was calculated by taking the average of these two indicators.

- Multimodal intersection density (U.S. EPA, Smart Location Database 3.0)
- Proximity/availability of bicycle facilities (City of San Diego, Open Data)

The final step to define the Access Zones is to overlay the areas with the highest equity need (EI) and most suitable built environment (BI). The specific process for this overlays goes as follows:

- Define the areas with highest need as those with an EI score equal or higher than the mean plus one standard deviation of the EI scores.
- Define the areas with suitable built infrastructure as those with a BI score equal or higher than the mean plus one standard deviation of the BI scores.
- Define the **Access Zones** as those intersecting the areas of highest equity need and most suitable built environment defined in the previous two steps.

Screening for Untapped Equitable Mobility Demand

The final step prior to selecting Access Zones is to identify the Census tracts that observe:

- Census tracts with high internal trip generation/attraction
- High volume trips between proximate Census tracts (less than 3 miles)

This is a final validation step to eliminate potential zones that might not sustain viable trips based on common trip generation factors. This final screen identifies the geographies that combine high mobility need, high social vulnerability/inequity, conditions for relatively safe riding, and demand that is under-realized.

Payment Card Industry (PCI)
Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.2.1

June 2018

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS).* Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information					
Part 1a. Service Provider Organization Information					
Company Name:	Adyen N. V.		DBA (doing business as):		
Contact Name:	Peter Cooper		Title:	Information Security Officer	
Telephone:	+31 20 240 1635		E-mail:	peter.cooper@adyen.com	
Business Address:	Simon Carmiggeltstraat 6-50, 5th floor		City:	Amsterdam	
State/Province:		Country:	NL	Zip:	1011DJ
URL:	www.adyen.com				

Part 1b. Qualified Security Assessor Company Information (if applicable)					
Company Name:	Payment Software Company (d/b/a PSC)				
Lead QSA Contact Name:	Patrick Billman		Title:	Manager	
Telephone:	+1 .408.228.0961		E-mail:	patrick@paysw.com	
Business Address:	6081 Meridian Avenue, Suite 70 - #149		City:	San Jose	
State/Province:	CA	Country:	USA	Zip:	95120
URL:	www.paysw.com				

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed:	Adyen N. V.

Type of service(s) assessed:

Hosting Provider:	**Managed Services (specify):**	**Payment Processing:**
☐ Applications / software	☐ Systems security services	☒ POS / card present
☐ Hardware	☐ IT support	☒ Internet / e-commerce
☐ Infrastructure / Network	☐ Physical security	☒ MOTO / Call Center
☐ Physical space (co-location)	☒ Terminal Management System	☐ ATM
☐ Storage	☐ Other services (specify):	☐ Other processing (specify):
☐ Web		
☐ Security services		
☒ 3-D Secure Hosting Provider		
☐ Shared Hosting Provider		
☐ Other Hosting (specify):		
☐ Account Management	☒ Fraud and Chargeback	☒ Payment Gateway/Switch
☒ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☒ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☒ Others (specify): Card Issuing, (Client-side) Easy Encryption, Checkout Elements		

***Note**: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.*

Part 2a. Scope Verification *(continued)*		
Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):		
Name of service(s) not assessed:		
Type of service(s) not assessed:		
Hosting Provider: ☐ Applications / software ☐ Hardware ☐ Infrastructure / Network ☐ Physical space (co-location) ☐ Storage ☐ Web ☐ Security services ☐ 3-D Secure Hosting Provider ☐ Shared Hosting Provider ☐ Other Hosting (specify):	**Managed Services (specify):** ☐ Systems security services ☐ IT support ☐ Physical security ☐ Terminal Management System ☐ Other services (specify):	**Payment Processing:** ☐ POS / card present ☐ Internet / e-commerce ☐ MOTO / Call Center ☐ ATM ☐ Other processing (specify):
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify):		
Provide a brief explanation why any checked services were not included in the assessment:		

Part 2b. Description of Payment Card Business	
Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.	Adyen N. V. is a global level 1 payments service provider and acquirer that collects payment information from e-commerce, m-commerce, mail order/telephone order or card-present merchants and their customers and arranges authorization and payment from acquirers, credit card brands or other alternative payment schemes. Entity provides acquiring, payment processing and ancillary services to Merchant to support their business operations. Client also supports issuing.
Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.	Not Applicable

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):
Example: Retail outlets	*3*	*Boston, MA, USA*
Client offices	1	Simon Carmiggeltstraat 6-50, 5th floor, Amsterdam 1011 DJ, The Netherlands
Data Centers	8	Equinix AM8 Gyroscoopweg 2E - 2F, Amsterdam Verizon AM2 Kollenbergweg 13, Amsterdam Equinix SV4 255 Caspian Drive, Sunnyvale, CA, USA Equinix MI3 "4680 Conference Way South, Suite 150 Boca Raton, FL, USA" Equinix SY3 "47 Bourke Road Alexandria, Sydney NSW, Australia" Equinix ME1 578 Lorimer St, Port Melbourne VIC, Australia Equinix ZW1 "Telfordstraat 3 8013 RL Zwolle Netherlands" Equinix AMS4 "Science Park 610 1098 XH Amsterdam Netherlands"
Development centers	1	Simon Carmiggeltstraat 6-50, 5th floor, Amsterdam 1011 DJ, The Netherlands

Part 2d. Payment Applications

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)
Adyen Payments Platform	1.0	Adyen N.V.	☐ Yes ☒ No	Not applicable
Adyen Payments Terminal Application	1.0	Adyen N.V.	☐ Yes ☒ No	Not applicable

Part 2e. Description of Environment	
Provide a ***high-level*** description of the environment covered by this assessment. *For example:* • *Connections into and out of the cardholder data environment (CDE).* • *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*	Payment Channels: Card present (at merchant location) and card not present People reviewed: Staff involved with the development, deployment, maintenance and support of the platform. Service function staff supporting the infrastructure (HR, Security, etc.) Processes reviewed: All payment functions (inbound and outbound) utilizing the application (Adyen Payment Platform). Authorization, Settlement, Balancing, Merchant accounting and risk, fraud, forensics, development and testing of applications and systems Technologies reviewed: All processes that are required to enable or support the payment functions and the underlying infrastructure. Network segments (in and out of scope), servers, firewall configurations, security tools, development platforms, traffic flows in and outbound Locations reviewed: Head office in Amsterdam. 4 outsourced data centers in the Netherlands, 2 outsourced data centers in USA, 2 outsourced data centers in Australia
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 have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated?	☐ Yes ☒ No
If Yes:	
Name of QIR Company:	Not applicable
QIR Individual Name:	Not applicable
Description of services provided by QIR:	Not applicable
Does your company have a relationship with one or more 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.) for the purpose of the services being validated?	☒ Yes ☐ No
If Yes:	
Name of service provider:	**Description of services provided:**
Equinix	Colocation Hosting Provider
Equinix Asia Pacific Private PTE	Colocation Hosting Provider
Verizon	Colocation Hosting Provider
HSBCAsia	Payment Processing
MasterCard_SG_18622	Payment Processing
BancoSabadellRedsys	Payment Processing
PayULatam	Payment Processing
Banamex	Payment Processing
PayU	Payment Processing
GlobalPayments	Payment Processing
Maybank	Payment Processing
KasikornBank	Payment Processing
Visa_CA_WF_405033	Payment Processing
MasterCard_US_DB_16438	Payment Processing
Cielo	Payment Processing
Westpac	Payment Processing
KasikornBankMpgs	Payment Processing
Visa_NZ_453241	Payment Processing
BarclaysGB	Payment Processing
PayMaya	Payment Processing

MasterCard_CA_WF_19492	Payment Processing
Primeiropay	Payment Processing
Visa_HK_477702	Payment Processing
CaixaCatalunya	Payment Processing
Redecard	Payment Processing
NAB	Payment Processing
MasterCard_HK_19406	Payment Processing
SantanderBrazil	Payment Processing
MasterCard_NZ_18041	Payment Processing
LaCaixaRedsysXml	Payment Processing
Iyzico	Payment Processing
Visa_MY_484767	Payment Processing
MasterCard_MY_23498	Payment Processing
ElavonViaConex	Payment Processing
FDMS	Payment Processing
Rbs	Payment Processing
AIB	Payment Processing
KCP	Payment Processing
Lloyds	Payment Processing
LaCaixa	Payment Processing
BAMS	Payment Processing
PayUOffshore	Payment Processing
PayUZA	Payment Processing
SoftBank	Payment Processing
BillDesk	Payment Processing
WireCard	Payment Processing
Visa_SMS_EU_434564	Payment Processing
MCBMpgs	Payment Processing
Barclays	Payment Processing
ChaseStratus	Payment Processing
EuroConex	Payment Processing
CreditEuropeBankRussia	Payment Processing
ElavonViaConexMPS1	Payment Processing
GlobalPaymentsPHMpgs	Payment Processing

CreditMutuel	Payment Processing
NCB	Payment Processing
MeS	Payment Processing
Setefi	Payment Processing
BancoSabadell	Payment Processing
AccessBank	Payment Processing
PublicBank	Payment Processing
EBL	Payment Processing
Payzone	Payment Processing
GMO	Payment Processing
Euroline	Payment Processing
AuthorisedAcquirer	Payment Processing
Econtext	Payment Processing
EMS	Payment Processing
PiraeusBank	Payment Processing
YapiKredi	Payment Processing
SantanderMexicoAirline	Payment Processing
TransBankAirline	Payment Processing
Doku	Payment Processing
Moneris	Payment Processing
NetworkInternational	Payment Processing
CrediMaxMpgs	Payment Processing
TransbankWebpay	Payment Processing
SwitchMpgs	Payment Processing
MasterCard_SMS_US_WF_14021	Payment Processing
RhbMpgs	Payment Processing
NETS	Payment Processing
DeuCS	Payment Processing
Arkea	Payment Processing
MerchantAcquirer	Payment Processing
Visa_JP_418889	Payment Processing
VietcomBankMpgs	Payment Processing
Bambora	Payment Processing

Eftpos	Payment Processing
BBVA	Payment Processing
RiskOnlyAcquirer	Payment Processing
MasterCard_MX_22095	Payment Processing
UOBMpgs	Payment Processing
Mashreq	Payment Processing
Nyce	Payment Processing
AaibMpgs	Payment Processing
Visa_498750	Payment Processing
Visa_US_WF_400224	Payment Processing
MasterCard_13445	Payment Processing
MasterCard_BR_16205	Payment Processing
MasterCard_US_WF_14021	Payment Processing
Visa_BR_494619	Payment Processing
Banorte	Payment Processing
Visa_MMAP_435007	Payment Processing
Visa_AU_477388	Payment Processing
MasterCard_AU_17293	Payment Processing
RefusedAcquirer	Payment Processing
Visa_BR_Debit_407869	Payment Processing
Visa_SG_477715	Payment Processing
Visa_US_DB_404842	Payment Processing
Netcetera	3D Secure Issuer
Idemia Smart Instant Issuance	Issuing
Note: *Requirement 12.8 applies to all entities in this list.*	

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as "Not Tested" or "Not Applicable" in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as "Not Tested" or "Not Applicable" in the ROC.
- **None** – All sub-requirements of that requirement were marked as "Not Tested" and/or "Not Applicable" in the ROC.

For all requirements identified as either "Partial" or "None," provide details in the "Justification for Approach" column, including:

- Details of specific sub-requirements that were marked as either "Not Tested" and/or "Not Applicable" in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: *One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.*

Name of Service Assessed:	Adyen N. V.			
	Details of Requirements Assessed			
PCI DSS Requirement	**Full**	**Partial**	**None**	**Justification for Approach** (Required for all "Partial" and "None" responses. Identify which sub-requirements were not tested and the reason.)
Requirement 1:	☐	☒	☐	Not applicable: Req: 1.2.3 – Wireless is not in scope
Requirement 2:	☐	☒	☐	Not applicable: Req: 2.1.1.a - Wireless is not in scope Req: 2.1.1.b - Wireless is not in scope Req: 2.1.1.c - Wireless is not in scope Req: 2.1.1.d - Wireless is not in scope Req: 2.1.1.e - Wireless is not in scope Req: 2.6 - Entity is not a hosting provider
Requirement 3:	☐	☒	☐	Not applicable: Req: 3.4.c - Hashed and truncated PANs are not stored Req: 3.4.e - Hashed and truncated PANs are not stored Req: 3.4.1.a - Disk encryption is not used Req: 3.4.1.b - Disk encryption is not used Req: 3.4.1.c - Disk encryption is not used Req: 3.6.a - Client does not share keys with customers. Req: 3.6.6.a - Manual key management is not used Req: 3.6.6.b - Manual key management is not used
Requirement 4:	☐	☒	☐	Not applicable: Req: 4.1.d - Entity does not accept certificates Req: 4.1.1 - There are no wireless networks in scope Req: 4.2.a - End user technology is not used to transmit CHD
Requirement 5:	☒	☐	☐	

Requirement 6:	☐	☒	☐	Not applicable: Req 6.4.6 - There have not been any significant changes
Requirement 7:	☒	☐	☐	
Requirement 8:	☐	☒	☐	Not applicable: Req: 8.1.5.a - Remote vendor access is not allowed Req: 8.1.5.b - Remote vendor access is not allowed Req: 8.5.1 - Entity does not have remote access to customer
Requirement 9:	☐	☒	☐	Not applicable: Req: 9.5 – Removable media is not in use Req: 9.5.1 - Removable media is not in use Req: 9.6 - Removable media is not in use Req: 9.6.1 - Removable media is not in use Req: 9.6.2.a - Removable media is not in use Req: 9.6.2.b - Removable media is not in use Req: 9.6.3 - Removable media is not in use Req: 9.7 - Removable media is not in use Req: 9.7.1 - Removable media is not in use Req: 9.8 - Removable media is not in use Req: 9.8.1.a - Removable media is not in use Req: 9.8.1.b - Removable media is not in use Req: 9.8.2 - Removable media is not in use Req: 9.9 - Client does not have any POS terminals Req: 9.9.1.a - Client does not have any POS terminals Req: 9.9.1.b - Client does not have any POS terminals Req: 9.9.1.c - Client does not have any POS terminals Req: 9.9.2.a - Client does not have any POS terminals Req: 9.9.2.b - Client does not have any POS terminals Req: 9.9.3.a - POS systems are not used by the entity Req: 9.9.3.b - POS systems are not used by the entity
Requirement 10:	☒	☐	☐	
Requirement 11:	☒	☐	☐	
Requirement 12:	☒	☐	☐	
Appendix A1:	☐	☐	☒	Not applicable: Req: A.1.1 - Entity is not a shared hosting provider Req: A.1.2.a - Entity is not a shared hosting provider Req: A.1.2.b - Entity is not a shared hosting provider Req: A.1.2.c - Entity is not a shared hosting provider Req: A.1.2.d - Entity is not a shared hosting provider Req: A.1.3 - Entity is not a shared hosting provider Req: A.1.4 - Entity is not a shared hosting provider
Appendix A2:	☐	☐	☒	Not applicable: Req A.2.1 - Not applicable - Client is not a merchant. Req A.2.2 - Not applicable - service provider does not support POS terminals Req A.2.3 - Not applicable - service provider does not support POS terminals

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:	*11 JUL 2020*	
Have compensating controls been used to meet any requirement in the ROC?	☐ Yes	☒No
Were any requirements in the ROC identified as being not applicable (N/A)?	☒ Yes	☐ No
Were any requirements not tested?	☐ Yes	☒No
Were any requirements in the ROC unable to be met due to a legal constraint?	☐ Yes	☒ No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated *11 JUL 2020.*

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 *Adyen N. V.* 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 *(Service Provider 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 the payment brand(s) before completing Part 4.*
☐	**Compliant but with Legal exception:** One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand. *If checked, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement being met

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

☒	The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version *3.2.1*, and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
☒	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
☒	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
☒	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)	
☐	No evidence of full track data[1], CAV2, CVC2, CID, or CVV2 data[2], or PIN data[3] 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 *Qualys.*

Part 3b. Service Provider Attestation	
DocuSigned by: Mariette Swart 4727AB54269E43B...	
Signature of Service Provider Executive Officer ↑	*Date:* 07/23/2020 | 15:38 CEST
Service Provider Executive Officer Name: Mariette Swart	***Title:*** Chief Legal and Compliance Officer

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)	
If a QSA was involved or assisted with this assessment, describe the role performed:	*Patrick Billman performed the PCI assessment.*
Signature of Duly Authorized Officer of QSA Company ↑	*Date:* 23rd July 2020
Duly Authorized Officer Name: Colin Clark	*QSA Company:* Payment Software Company (d/b/a PSC)

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.

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 the applicable 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	☒	☐	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	☒	☐	
3	Protect stored cardholder data	☒	☐	
4	Encrypt transmission of cardholder data across open, public networks	☒	☐	
5	Protect all systems against malware and regularly update anti-virus software or programs	☒	☐	
6	Develop and maintain secure systems and applications	☒	☐	
7	Restrict access to cardholder data by business need to know	☒	☐	
8	Identify and authenticate access to system components	☒	☐	
9	Restrict physical access to cardholder data	☒	☐	
10	Track and monitor all access to network resources and cardholder data	☒	☐	
11	Regularly test security systems and processes	☒	☐	
12	Maintain a policy that addresses information security for all personnel	☒	☐	
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers	☒	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	☒	☐	

Spin Hub Digital Charging Station Specifications

Dimensions:

- Number of Standard Device Parking Bays: 6*
- Length: 149 in.
- Width: 50 in. (30 in. without scooters).
- Height: 75.4 in.
- *Spin hubs are modular and can vary in size from 2-8 scooter parking bays.

Materials:

- Aluminum with stainless steel hardware.
- Galvanized steel baseplate.

Environmental:

- Humidity: 95% RH @ 50°C non-condensing.
- -30°C to 50°C operating temperature.

Electrical Specifications:

- Dedicated 120v, 20 amp circuit.

Spin Hubs can be hardwired or adapted with a GFI wall plug.

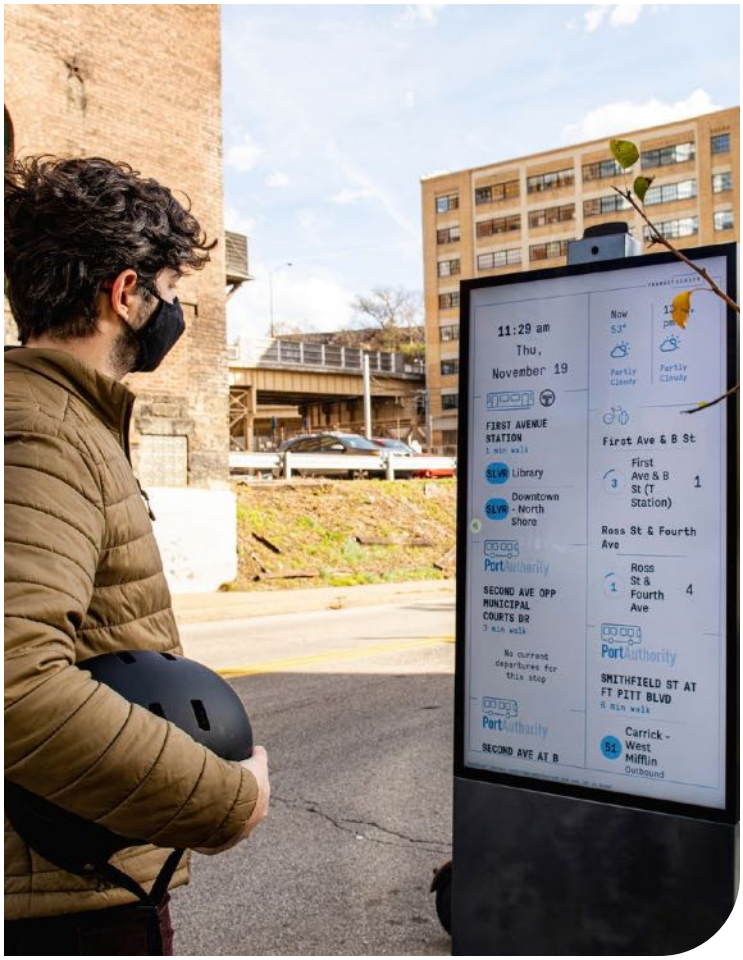
Screen Specifications:

- 55" HD LCD display.
- 1920px x 1078px - 16:9 ratio.
- LED: 1200mm x 675 mm - 16:9 ratio.
- 2500/3000 nits rating.

Advertising/Public Message:

- Transition Time: 178 second loop.
- 18 slots - 10 seconds each.
- Instantaneous transition between images/messages.

*Transition time can be adjusted based on local requirements.



Skinny Labs Accessibility Conformance Report
WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: Skinny Labs

Report Date: March 17, 2021

Product Description: SPIN iOS App

Contact Information:

Notes:

This report was created upon completion of accessibility evaluations performed October 28, 2020 and December 29, 2020 and was limited only to evaluation of specific accessibility issues that were reported from the assessment. The report is considered accurate at the time of publishing.

The scope of this VPAT is restricted to the specific screens listed below.

1. Sign up – Scan
2. Sign up – What's your email
3. Sign up – Terms and Conditions
4. City Rules
5. Wallet
6. Map
7. Choose your ID
8. Scan ID
9. Ride – Unlocking Your Ride
10. Ride - In Progress
11. Ride - End Ride
12. Ride History

Evaluation Methods Used:

Manual assessment on iOS with Voiceover

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports**: Some functionality of the product does not meet the criterion.
- **Does Not Support**: The majority of product functionality does not meet the criterion.
- **Not Applicable**: The criterion is not relevant to the product.
- **Not Evaluated**: The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, the criteria are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.1 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below. ● **Controls, Input**: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Success Criterion 4.1.2 for additional requirements for controls and content that accepts user input.) ● **Time-Based Media**: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.) ● **Test**: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. ● **Sensory**: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. ● **CAPTCHA**: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. ● **Decoration, Formatting, Invisible**: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.	Supports	

Criteria	Conformance Level	Remarks and Explanations
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such: ● **Prerecorded Audio-only:** An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. ● **Prerecorded Video-only:** Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.	Supports	The application does not contain prerecorded audio-only or video-only media.
1.2.2 Captions (Prerecorded) (Level A) Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.	Supports	The application does not contain prerecorded audio content.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Captions are provided for all live audio content in synchronized media.	Supports	The application does not contain live audio content.
1.3.1 Info and Relationships (Level A) Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.	Partially Supports	Most visual structure and relationship information is provided through object information or are available in text. However, there is an exception: ● A visual heading text is not marked as heading in the “Scan ID” page
1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.	Partially Supports	Most of the content is presented in a meaningful sequence. However, there are exceptions: ● The content that is intended to be hidden from all users is readable with a screen reader in the “Map” page. ● The screen reader focus falls on an element that is hidden or empty in the “Ride - Ride In Progress” and “Map” pages.

Criteria	Conformance Level	Remarks and Explanations
		• Some informative content is not announced to the screen reader users in the “Ride - Ride In Progress” and “Map” pages. • When the modal dialog or similar element is closed, screen reader focus is not returned to the triggering element in the “Wallet” page.
1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound. *Note:* For requirements related to color, refer to Guideline 1.4.	Supports	
1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. *Note:* This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.	Supports	
1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. *Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.	Supports	The application does not contain any audio content that plays automatically.
2.1.1 Keyboard (Level A) All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. *Note 1:* This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input	Partially Supports	Most of the functionality can be accessed and operated through a touch screen or swipe gestures. However, there is an exception: • Few controls within the “Map” page are not included in the swipe order and can only be activated using explore by touch.

Criteria	Conformance Level	Remarks and Explanations
technique (handwriting) requires path-dependent input but the underlying function (text input) does not. *Note 2:* This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.		
2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. *Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only) If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true: ● **Turn off:** A mechanism is available to turn the shortcut off; ● **Remap:** A mechanism is available to remap the shortcut to include one or more non-printable keyboard keys (e.g., Ctrl, Alt); ● **Active only on focus:** The keyboard shortcut for a user interface component is only active when that component has focus.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.
2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true: ● **Turn off:** The user is allowed to turn off the time limit before encountering it; or ● **Adjust:** The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or ● **Extend:** The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example,	Supports	

Criteria	Conformance Level	Remarks and Explanations
"press the space bar"), and the user is allowed to extend the time limit at least ten times; or ● **Real-time Exception:** The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or ● **Essential Exception:** The time limit is essential and extending it would invalidate the activity; or ● **20 Hour Exception:** The time limit is longer than 20 hours.		
2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true: ● **Moving, blinking, scrolling:** For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and ● **Auto-updating:** For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. *Note 1:* For requirements related to flickering or flashing content, refer to Guideline 2.3. *Note 2:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference. *Note 3:* Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so. *Note 4:* An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur	Supports	

Criteria	Conformance Level	Remarks and Explanations
during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.		
2.3.1 Three Flashes or Below Threshold (Level A) Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. *Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.	Supports	The application does not contain any flashing content.
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.	Supports	
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Partially Supports	Most titles of the pages describe their purpose. However, there is an exception: ● The title does not identify the topic or purpose of the page in the “City Rules” page.
2.4.3 Focus Order (Level A) If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	
2.4.4 Link Purpose (In Context) (Level A) The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.	Not Applicable	The SC is applicable to markup languages and not applicable here.
2.5.1 Pointer Gestures (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.	Supports	

Criteria	Conformance Level	Remarks and Explanations
2.5.2 Pointer Cancellation (Level A 2.1 only) For functionality that can be operated using a single pointer, at least one of the following is true: ● **No Down-Event:** The down-event of the pointer is not used to execute any part of the function; ● **Abort or Undo:** Completion of the function is on the up-event, and a mechanism is available to abort the function before completion or to undo the function after completion; ● **Up Reversal:** The up-event reverses any outcome of the preceding down-event; ● **Essential:** Completing the function on the down-event is essential.	Supports	
2.5.3 Label in Name (Level A 2.1 only) For user interface components with labels that include text or images of text, the name contains the text that is presented visually.	Partially Supports	Most of the interactive elements have the visible label included in the name. However, there is an exception: ● The visible label for a toggle button in the "Wallet" page is not included in the label for Voiceover.
2.5.4 Motion Actuation (Level A 2.1 only) Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when: ● **Supported Interface:** The motion is used to operate functionality through an accessibility supported interface; ● **Essential:** The motion is essential for the function and doing so would invalidate the activity.	Supports	
3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.
3.2.1 On Focus (Level A) When any user interface component receives focus, it does not initiate a change of context.	Supports	
3.2.2 On Input (Level A) Changing the setting of any user interface component does not	Supports	

Criteria	Conformance Level	Remarks and Explanations
automatically cause a change of context unless the user has been advised of the behavior before using the component.		
3.3.1 Error Identification (Level A) If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.	Supports	
3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.	Supports	
4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. *Note:* Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.
4.1.2 Name, Role, Value (Level A) For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. *Note:* This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.	Partially Supports	Most of the user interface components provide programmatic name, role, and/or state information. However, some controls do not provide name, role, and/or state information to assistive technology. ● Few buttons are missing both a role and an accessible name in the “Map” and “Ride - Ride In Progress” pages. ● The expand/collapse state of a few toggle-type elements is missing or is used incorrectly in the “Map” and “Ride - Ride In Progress” pages.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Captions are provided for all live audio content in synchronized media.	Supports	The application does not contain live audio and video content.
1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all prerecorded video content in synchronized media.	Supports	The application does not contain prerecorded video content.
1.3.4 Orientation (Level AA 2.1 only) Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential.	Does not Support	The app only supports Portrait mode. When the device is rotated, the application content does not adjust to the new display orientation.
1.3.5 Identify Input Purpose (Level AA 2.1 only) The purpose of each input field collecting information about the user can be programmatically determined when: ● The input field serves a purpose identified in the Input Purposes for User Interface Components section; and ● The content is implemented using technologies with support for identifying the expected meaning for form input data.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.
1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: ● **Large Text:** Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; ● **Incidental:** Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. ● **Logotypes:** Text that is part of a logo or brand name has no contrast requirement.	Partially Supports	Most of the text content meets the minimum contrast requirements. However, there are exceptions: ● Some of the text content has insufficient contrast ratio with the background in the “Map” and “City Rules” pages.
1.4.4 Resize text (Level AA) Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.

1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: ● **Customizable:** The image of text can be visually customized to the user's requirements; ● **Essential:** A particular presentation of text is essential to the information being conveyed. *Note:* Logotypes (text that is part of a logo or brand name) are considered essential.	Supports	
1.4.10 Reflow (Level AA 2.1 only) Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for: ● Vertical scrolling content at a width equivalent to 320 CSS pixels; ● Horizontal scrolling content at a height equivalent to 256 CSS pixels; Except for parts of the content which require two-dimensional layout for usage or meaning.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.
1.4.11 Non-text Contrast (Level AA 2.1 only) The visual presentation of the following have a contrast ratio of at least 3:1 against adjacent color(s): ● **User Interface Components:** Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author; ● **Graphical Objects:** Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.	Partially Supports	Most of the interactive components and graphic objects meet the minimum contrast ratio. However, there are exceptions: ● For a few icons, parts of graphics (required to understand the content) do not meet minimum contrast ratio against adjacent color(s) in the “Map”, “Ride - Unlocking Your Ride”, “Scan ID”, “City Rules”, “Ride History”, “Wallet”, and “Ride - Ride In Progress” pages.
1.4.12 Text Spacing (Level AA 2.1 only) In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property: ● Line height (line spacing) to at least 1.5 times the font size; ● Spacing following paragraphs to at least 2 times the font size; ● Letter spacing (tracking) to at least 0.12 times the font size; ● Word spacing to at least 0.16 times the font size.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.

Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.		
1.4.13 Content on Hover or Focus (Level AA 2.1 only) Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true: ● **Dismissible:** A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content; ● **Hoverable:** If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing; ● **Persistent:** The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid. Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.
2.4.5 Multiple Ways (Level AA) More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.	Not Applicable	The success criteria is applicable to markup languages and not applicable here.
2.4.6 Headings and Labels (Level AA) Headings and labels describe topic or purpose.	Partially Supports	Most of the headings and labels describe the topic or purpose. However, there are exceptions: ● Few labels do not convey the purpose of control in the “Map” and “Ride - Ride In Progress” pages.
2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.	Not Applicable	The SC is applicable to markup languages and not applicable here.
3.1.2 Language of Parts (Level AA) The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms,	Supports	

words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.		
3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.	Supports	
3.2.4 Consistent Identification (Level AA) Components that have the same functionality within a set of Web pages are identified consistently.	Supports	
3.3.3 Error Suggestion (Level AA) If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: ● **Reversible:** Submissions are reversible. ● **Checked:** Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. ● **Confirmed:** A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.	Supports	
4.1.3 Status Messages (Level AA 2.1 only) In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.	Partially Supports	Most of the status messages are determined programmatically. However, there are exceptions: ● Some status messages are not announced automatically in the “Scan ID”, “Sign up - What's Your Email” and “Wallet” pages.

Table 3: Success Criteria, Level AAA

Notes: Level AAA success criterions are not within the scope of this conformance evaluation.

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed