

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

Superpedestrian, Inc.

Proposer

84 Hamilton Street

Street Address

Cambridge, MA 02139

City

858-525-3637

Telephone No.

proposals@superpedestrian.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Abarca

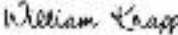
Director, Purchasing & Contracting Department

July 26, 2022

Date Signed

BY:

DocuSigned by:



DocuSignature

Signature of
Proposer's Authorized
Representative

William Knapp

Print Name

Chief Operating Officer

Title

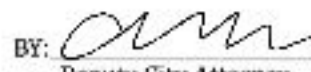
13 January 2022 13:23 EST

Date

Approved as to form this 27th day of

July, 2022
MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney
Cassandra Moun

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

7.2 Reserved.

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

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

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

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

B. RESERVED.

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

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

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

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

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

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

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

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

4. **Reserved.**

5. **Reserved.**

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

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

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

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

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

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

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

B. CITY SHARED MOBILITY DEVICE PROGRAM MANAGEMENT

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

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

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

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

C. OBJECTIVE AND GOALS

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

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

D. KEY PROGRAM AND CONTRACTOR REQUIREMENTS

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

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

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

E. ELIGIBILITY

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

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

F. DEVICE REQUIREMENTS

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

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

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

G. PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

H. PROPOSED MUNICIPAL CODE AMENDMENTS

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

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

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

I. OPERATOR INFORMATION

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

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

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

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

J. EQUIPMENT SPECIFICATIONS AND INFORMATION

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

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

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

K. OPERATIONS AND DATA MANAGEMENT

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

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

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

I. EQUITY PROGRAMMING

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

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

M. ACCESSIBILITY, COMPLIANCE AND EDUCATION

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

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

N. SUSTAINABILITY AND INNOVATION

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

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

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

O. EXCEPTIONS

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

P. NON-COMPLIANCE

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

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

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

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

FDIC banking institute.

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

Q. REFERENCES

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

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

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

R. TECHNICAL REPRESENTATIVE

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

S. PRICING SCHEDULE

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

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

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

EXHIBIT C



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

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFIDENTIALITY STATEMENT

Please note that the information designated as confidential herein contains proprietary and confidential trade secrets, and/or commercial and financial data, the disclosure of which would cause substantial competitive harm to Superpedestrian. Accordingly, Superpedestrian requests that the City of San Diego maintain the confidentiality of this information. Superpedestrian further requests that, should any third party request access to this information for any reason, the City of San Diego notify Superpedestrian and allow Superpedestrian to redact any information that Superpedestrian believes should be exempted from the California Public Records Act (California Gov. Code §§ 6250, et. seq., "CPRA"). In the absence of the opportunity to redact this information from the proposal, Superpedestrian has clearly marked statements and images within the proposal that Superpedestrian believes are exempt from disclosure as shown below. Additionally, Superpedestrian has included a letter outlining the legal justifications for the proposed redactions in Appendix E: Legal Justifications for Redactions.

The statements and images exempt from disclosure throughout the proposal are identified as follows
:

- Statements within the body of the proposal will be double bracketed in bright blue font and bright yellow highlighter: <<Sample text within the body of the proposal>>
- Images within the body of the proposal will be outlined in bright blue:



Tab A

Submission of Information and Forms

2.1 SIGNED CONTRACT SIGNATURE PAGE AND MOST RECENT ADDENDUM



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

Solicitation Number:	10089531-22-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@sanidiego.gov (619) 236-6248
Submissions:	<p>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.</p> <p>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</p> <p>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.</p>

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

CONTRACTOR

Superpedestrian, Inc.

Proposer

84 Hamilton Street

Street Address

Cambridge, MA 02139

City

858-525-3637

Telephone No.

proposals@superpedestrian.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting Department

Date Signed

BY:

DocuSigned by:

William Knapp

2022/01/13 13:23 EST

Signature of
Proposer's Authorized
Representative

William Knapp

Print Name

Chief Operating Officer

Title

13 January 2022 | 13:23 EST

Date

Approved as to form this ____ day of

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

BY:

Deputy City Attorney

**RFP 10089831-22-V, Shared Mobility Devices
Questions and Answers**

Question 1: Can you clarify the questions that should be answered for Tab B, 2.13 (Proposer's response to the RFP)?

Response: Tab B, 2.13 refers to the same information requested in Tab A, 2.8. Therefore, the City has marked Tab A, 2.8 as reserved in the attached Addendum A and any additional information that is requested in Exhibit B SOW should be included under tab B.

Question 2: On page 6 of the RFP (Tab A, 2.5-2.7) what are the reserved documents? Is there any action needed here for the application?

Response: Reserved sections are not applicable to this contract. Therefore, no action is needed.

Question 3: Under the Scope of Work, does anything need to be included for Sections A-H in the proposal or should operators only answer the questions in Sections I-Q of the Scope of Work?

Response: As applicable, Proposer should ensure their proposals demonstrate a thorough understanding and compliance with the entirety of the Scope of Work.

Question 4: Will a vendor(s) be chosen to start service by February 1, 2023?

Response: As the RFP deadline has been extended through January 21, 2023, it is anticipated that vendor(s) selected will be under contract prior to June 30th, 2022.

Question 5: Regarding question #6 under Section J – EQUIPMENT SPECIFICATIONS AND INFORMATION – “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.” Question – Can you clarify what “business approach” means? Question – Can you clarify what “platform accessibility” means?

Response: Business approach would be how you would approach users that require accessible or adaptive devices. Regarding platform accessibility, this would be how users would access your application and other platforms to utilize your adaptive fleet.

Question 6: Regarding question #7 under Section M. ACCESSIBILITY, COMPLIANCE AND EDUCATION – “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.” Question – A valid driver's license is required by state law, can you clarify what you mean by “those without a driver's license?”

- Response:** Any person that has not legally obtained a driver's license within the United States.
- Question 7:** Seeking clarification on question #15 under Section L OPERATOR INFORMATION" - "Share two (2) examples 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." Question - Is this question asking for two examples of where a company previously deployed but is no longer deployed in that market?
- Response:** Refer to revised Exhibit B, Scope of Work attached with this addendum.
- Question 8:** Given the definition of an "adaptive scooter" in the RFP, is the expectation that the adaptive scooters will be deployed like standard bikes/scooters? Is the City asking that adaptive scooter users can then rent the adaptive scooter through the vendor's app on the spot or through a library drop off/pick up model?
- Response:** As there are different ways that adaptive scooters can be offered to the public, the City are seeking responses from operators to address this criterion.
- Question 9:** Page 12, Section P "Non-Compliance" - states 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. Question - In lieu of a LOC, would the City be amenable to accepting a performance bond as they currently do for their scooter share program?
- Response:** No, a performance bond will not substitute the requirement for an Irrevocable Letter of Credit.
- Question 10:** Does the City anticipate that each operator will be permitted 2,000 vehicles, encompassing all proposed device types? Or will each different form factor be permitted individually?
- Response:** Each selected operator will be allocated equal numbers of shared mobility devices. There will be a total of 8,000 devices in operation once the contracts are awarded. As the City will award anywhere between 2-4 contracts, there could be anywhere between 2,000 to 4,000 devices per operator. The City also reserves the right to adjust this number when needs and demands are determined for specific devices (cargo bikes, adaptive scooters, etc.) and/or when state and local regulations dictate.
- Question 11:** Is it possible that the City will pick and choose certain devices they would want an operator to deploy? Or will the city accept the full offering of devices within the RFP response if they meet all local requirements?

Response: If the devices meet state regulations and utilize the most current technology to ensure utilization of these devices, the City may accept the full offering of devices. The City does reserve the right to make fleet adjustments, as referenced in response to Question 10.

Question 12: For the #3 in the Device Requirements section, it states “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.” Can the City clarify what this requirement means? What is unrestricted public access in this context?

Response: All vendors are required to comply with the Scope of Work as outlined in the RFP which includes compliance with all applicable federal and state communications laws and regulations for access and accessibility under the Americans with Disabilities Act.

Question 13: Does the City want mandatory parking zones for the entire San Diego service area?

Response: Yes, the City will implement corrals, whether painted or virtual, as mandatory parking zones throughout the City.

Question 14: What is the City’s vision for virtual corrals? Are they on the street (painted or unpainted corrals) or are these in the furniture zone?

Response: All corrals, whether virtual or painted, will be on the street unless located in a multi-use area, such as a parking lot or mobility hub.

Question 15: How does the City define equity zones? Can the City provide specific boundaries for these areas?

Response: Please refer to the City of San Diego Climate Equity Index map for information related to equity zones:

<https://www.sandiego.gov/sites/default/files/pdbr210715a-item201b.pdf>

Question 16: Can the City share current utilization and fleet size data broken down by each operator in an anonymized format? For example – Operator #1: fleet size # and average TVD?

Response: The requested information is not applicable to obtaining responsive proposals to this RFP; no further information is available for this request.

Question 17: How exactly will multi-modal options be scored? Will operators earn more points in the multimodality section if they offer both e-bikes and adaptive vehicles, in addition to standing scooters?

Response: The City is looking for a wide range of mobility options for this program and fleet diversity will be part of the scoring process.

- Question 18:** When does the City expect the proposed municipal code amendments to take effect?
- Response:** It is anticipated that the City will bring forward amendments to City Council in early 2022.
- Question 19:** Does the City plan to score the items listed in Exhibit B., Section H. Proposed Municipal Code Amendments, including e-bikes and sidewalk riding prevention?
- Response:** As listed in Section 3.6 Evaluation Criteria, the panel will be scoring on system features and device technology ensuring rider compliance, as well as mixed-fleet opportunities. Furthermore, Proposers should ensure their proposal demonstrates a thorough understanding and compliance with the entirety of the Scope of Work.
- Question 10:** In the EOCP Goods and Services Contractor Requirements, Section V, there is an outline of "additional" evaluation points. Does this indicate that a total possible maximum score would be 112 points? Or is this included in one of the stated evaluation criteria in Evaluation of Proposals, Section 3.6?
- Response:** Refer to revised Exhibit A, 3.6 Evaluation Criteria attached with this addendum.
- Question 21:** Can the City be more specific with regard to their expectations for "device capabilities" and "System data collection Details" in section J3? Is the City looking for what types of data are collected and how they are made available to the city or something else?
- Response:** It is expected that the Proposer clearly present information to the City on data collection capabilities, methodologies and management of data, and availability of data to the City or any authorized third party data management company.
- Question 22:** Could the City provide further clarification on Exhibit B., N. Sustainability and Innovation: "6. Describe the possibilities of development of an app that can house multiple shared mobility devices including those provided by the City." Is the City interested to know more about (1) operators' current MaaS integrations, (2) operators' willingness to provide new MaaS applications, or (3) integration with established public and/or private MaaS platforms?
- Response:** The City is seeking responses from operators to address this criterion.
- Question 23:** The submission details state that we must provide 2 originals and a thumb drive, and also that we must submit through PlanetBids. Can the City clarify the exact submission requirements?
- Response:** Per the RFP, hard copies or an electronic copy through PlanetBids is acceptable. If a Proposer submits an electronic copy through PlanetBids, the City may request hard copies if selected for award (per the PlanetBids Upload Instructions attachment included with the RFP). If a Proposer submits a hard copy, an electronic format i.e. thumb drive is also required. The address for hard copy submittals is provided on the RFP Cover Sheet.

Question 24: What is the anticipated launch date for the new program? Does the city have a preference for the timeline for scaling operations up to 2,000 vehicles per operator?

Response: As the RFP deadline has been extended through January 21, 2022, it is anticipated that vendor(s) will be chosen and under contract prior to June 30, 2022. Please refer to the answer to question 10 for vehicles per operator.

Question 25: Is the Letter of Credit required as part of the application or would we need to provide this upon award?

Response: Letter of Credit C would be required 10 days from notice of intent to award, prior to execution of the contract.

Question 26: How should proposers flag information as confidential or proprietary to outline specific exemptions to the California Public Records Act? Will the City accept a redacted copy of our submission with applicable CPRA exemptions?

Response: Refer to Exhibit A, Tab A, 9. Public Records.

Question 27: Could the City please clarify if Article V. (p. 4) is the Contract Signature Page required with our submission?

Response: Refer to Exhibit A, 2.1 for requirements.

Question 28: Regarding Tab B. 2.10, what information is required and/or preferred on the title page?

Response: There is no specific Title Page format to provide.

Question 29: Tab A, 2.2 requests "2.2 Exceptions requested by proposer, if any." Exhibit B, Section O, Exceptions requests "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." If any exist, where would the City like Proposer to provide exceptions?

Response: Exceptions shall be submitted as per the RFP, Exhibit A, Tab A of the proposal submittal.

Question 30: Exhibit A, Proposal Submission and Requirements, Tab A, 2.8 requests "Additional Information as required in Exhibit B." in Tab A, though Tab B, 2.13 requests "Proposer's response to the RFP." In which Tab would the City like Proposer to provide answers to the questions in Exhibit B, Section I, Operator Information through Section M, Sustainability and Innovation?

Response: Refer to the City's response to question 1.

Question 31: Could the City please clarify the required format and organization of the response?

Response: Refer to the RFP, Exhibit A, Proposal Submission.

- Question 32:** If applicants are expected to send a physical copy of their RFP response, when will this need to arrive by?
- Response:** All responses, whether by electronic or hard copies are required by the due date and time as specified in the RFP.
- Question 33:** Are applicants expected to send a physical copy of their RFP response for this submission in addition to an electronic submission?
- Response:** Refer to the City's response to question 23.
- Question 34:** Will electronic submissions be accepted for this RFP?
- Response:** Refer to the City's response to question 23.
- Question 35:** Which section of the Evaluation Criteria will assess an operator's ability to end a ride with their device outside City of San Diego street limits?
- Response:** System features and device technology, which could include geofencing of specific areas of operation, are criteria within section 3.6.
- Question 36:** Exhibit B, Section C. Objectives and Goals on page 2 of the RFP states that the City wants: "stand-up electric scooters, electric or non-electric bikes, cargo or business-supportive electric bikes, and devices geared towards those with disabilities" and that "The City's goal is to have at least 5 percent of a permittee's fleet be adaptive scooters". Outside the minimum requirement of 5% adaptive scooters, for the remaining 95% of the fleet, will an operator's proposed fleet ratio of a larger number of scooters or larger number of electric or non-electric bikes versus the rest of the fleet impact scoring under "Evaluation Criteria Section: Mixed fleet and opportunities for multi-modal mobility solutions within the City and the region (15 points)?" And if so, in which ways?
- Response:** The City has not established quantifiable criteria regarding ratios of bikes vs. scooters as part of the evaluation process, although a mixed fleet will benefit proposers as outlined in the evaluation criteria.
- Question 37:** Exhibit A, Section C.3.6 Evaluation Criteria on page 9 describes 15 total points possible for "Equity Program to ensure greater utilization by residents within low-income or historically underserved communities". Will a larger proposed percentage of the fleet deployed in these communities score a proposal higher under this criteria?
- Response:** Equity Programming is outlined with more detail in section L of the Scope of Services. As stated in the section, community needs vary and so should the ways in which operators reach out and provide for greater mobility access. Proposer should clearly present information on various community needs and how to address them.
- Question 38:** Will there be a community member representing the Equity Stakeholders Working Group on the Selection Committee?

Response: Members of the selection committee are not disclosed.

Question 39: Can Respondents submit a single electronic proposal through Planet Bids in lieu of the 'two original proposals plus one electronic copy', or is Planet Bids only available for submission of the electronic copy of the proposal?

Response: Refer to the City's response to question 23.

Question 40: In regards to the question found in Section (I)(15), could the City please clarify whether "non-renewal" includes cities where an operator was not selected for renewal during the City's procurement process?

Response: Refer to the City's response to question 7.

Question 41: The Scope of Work (Exhibit B, Section A. Overview) states "One operator, Lyft, maintained a fleet primarily staged for essential workers who continued to work throughout the early months of the Covid-19 pandemic." Could the city please clarify whether past operator performance including the statement above will be factored into the evaluation of proposals, and if so under which criteria in Exhibit A Section 3.6, Evaluation Criteria? In addition, could the City please identify which other operators, if any, provided the same services during this period of time?

Response: The section that is being referred to is an overview to provide historical information on the shared mobility device program within the City of San Diego to date. Proposer should ensure their proposals demonstrate a thorough understanding and compliance with the entirety of the Scope of Work, including all evaluation criteria.

Question 42: What measure will be used to calculate the "cost-of living factor" for fee adjustments described in Section S of the Scope of Work?

Response: Any annual adjustments by the City to the annual fee or per device fee will be to address operational costs and will be reflective of annual CPI changes and provided in written form.

Question 43: The City notes that they are looking to award up to four operators under this RFP. Under what conditions would the City consider awarding a fewer number of operators?

Response: The City's selection will be dependent on the number of qualified proposer.

Question 44: What is the expected launch date for the next program?

Response: Refer to the City's response to question 4.

Question 45: Can the City share language they plan to introduce to City Council regarding illegal impounding, and clarify how this will be enforced? In addition, what is the proposed timeline for passing this language and enforcing this rule?

Response: It is anticipated that the City will bring forward amendments to City Council in early 2022. See Section H of the Scope of Work for more information on the background of the recently proposed Municipal Code amendments.

Question 46: Could the City clarify the Sections of the Scope of Work that should be included in "2.13 Proposer's Response to the RFP" in the written response? It appears that Scope of Work sections A-H and Q-S are informational and do not need a response. Can the City clarify that only Sections I through Section P should be included in the written response?

Response: Refer to the City's response to question 1.

Question 47: Would the City expand the number of pages from the cover letter from one to four pages to allow operators to fully answer the request to provide a high level overview regarding how their bid meets all the requirements of the RFP?

Response: All vendors are required to comply with the Scope of Work as outlined in the RFP

Question 48: Will the City accept e-signatures on the required RFP forms?

Response: An authorized electronic signature (i.e. Adobe, DocuSign) is an acceptable format to submit the required forms.

Question 49: Can the City confirm that the bids can be submitted via the online portal (PlanetBids), and do not need to be hand-delivered to City Hall?

Response: Refer to the City's response to question 23.

Question 50: Would the City consider confirming dates of demos and interviews to allow for appropriate team scheduling in December.

Response: The City cannot confirm demo dates until the City has determined whether a proposer is qualified or not.

Question 51: Would the City consider extending the deadline for submissions by four to six weeks due to the complexity of the RFP?

Response: The City has extended the deadline for the RFP for six weeks, which is now due on January 21, 2022.

Question 52: What is the difference between Exhibit B F.3.d and e requirements for a unique identification number on the vehicles in Exhibit B?

Response: Both sections of exhibit B referenced in this question apply to the device identification requirement. Subsection (e) provides more specificity on the size, location and materials for the unique identification number.

Question 53: Can the City clarify if or when the 14 amendments listed in Section H of Exhibit B will be codified in the Municipal Code? Are some codified already and if so which ones? Also, can the City clarify how and when these amendments will be enforced by the City? Are the amendments listed in this section requirements

that each operator will have to comply with at the time of launching under this new permit? or will they only be required if the amendments are passed by the City Council? We understand that some of the amendments listed in Section H are currently being enforced and some are not. Can the City provide clarification on which ones are currently being enforced and the timeline for when all 14 will be enforced?

Response: It is anticipated that the City will bring forward amendments to City Council in early 2022. See Section H of the Scope of Work for more information on the background of the recently proposed Municipal Code amendments.

Question 54: Are the proposed amendments to the Municipal Code in regards to parking aimed to require that all scooters be parked within City-identified virtual and painted corrals throughout the entire City, and not free-floating? Will these virtual and painted corrals be located throughout the entire City or just certain areas?

Response: As per the RFP, all scooter parking and staging shall occur in virtual or painted corrals that will be identified by the City. See response to 53 above.

Question 55: Can the City clarify which sections of Exhibit B does the proposer need to respond to? Is it Sections I-O? Does the proposer need to respond to Sections A-H and P-S?

Response: As applicable, Proposer should ensure their proposals demonstrate a thorough understanding and compliance with the entirety of the Scope of Work.

Question 56: Does the City have an expected launch date?

Response: Refer to the City's response to question 4.

Question 57: Section I, Question C, The City asks operators to "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." This is highly confidential information, can the operators provide this to the City if selected for the interview stage of the RFP process?

Response: Yes, the City would allow financial statements to be provided prior to award of contract.

Question 58: Exhibit B, Section H.10 states the response time changing from 3 hours to 1 hour. Can the City clarify that within the 1 hour do we have to let the City know we have received the notification and will correct as soon as possible, or do we need to correct within 1 hour? If it is that later, will the 3rd party contractor and/or City impound the vehicle immediately after the 1 hour?

Response: As per the RFP, a one-hour response time by operators is required from the issuance of notification by the City, an authorized City contractor, or via the Get it Done application. See response to question 53 above.

Question 59: Some of the questions in the RFP ask for similar or repeating information. Would the City like us to fill in full detailed responses with information we have included in other parts of the RFP or provide an overview and refer to our answer to the similar question where we provided the detailed answer?

Response: Proposers shall submit responses as requested in the RFP.

2.2 EXCEPTIONS

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 Exhibit herein. 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.

Superpedestrian, Inc. does not have any exceptions to the Scope of Work, the Contract or the Exhibit herein:

2.3 CONTRACTORS 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:

Proposal Number 10080851-22-V Shared Mobility Devices

B. BIDDER/PROPOSER INFORMATION:

Superpedestrian, Inc.	Superpedestrian		
Legal Name		USA	
84 Hamilton Street	Cambridge	MA	02139
Street Address	City	State	Zip
Water Rosenkrantz Government Partnerships	(858) 525-9937		
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

Walter Rosenkrantz	Government Partnerships Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Walter will manage ongoing communications with city partners and officials. Walter is a full-time employee of Superpedestrian, Inc.	
Interested in the transaction	

John Singer	Operations Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
John will manage all day-to-day operations activities related to this transaction. John is a full-time employee of Superpedestrian, Inc.	
Interested in the transaction	

Brigitte Lejole	Proposal Manager
Name	Title/Position
Murrells Inlet, SC	
City and State of Residence	Employer (if different than Bidder/Proposer)
Brigitte will prepare and submit the bid package for this transaction. Brigitte is a full-time employee of Superpedestrian, Inc.	
Interested in the transaction	

Samantha Crookle	Director, Market Development
Name	Title/Position
Brooklyn, NY	
City and State of Residence	Employer (if different than Bidder/Proposer)
Samantha prepared the bid package for this transaction. Samantha is a full-time employee of Superpedestrian, Inc.	
Interested in the transaction	

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐ Yes ☒ No

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

2. Is your firm a non-profit?
☐ Yes ☒ No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐ Yes ☒ No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

☒ **Corporation** Date incorporated: 07/20/2012 State of incorporation: Delaware

List corporation's current officers:

President:	<u>CEO- Aesal Biderman</u>
Vice Pres:	<u></u>
Secretary:	<u></u>
Treasurer:	<u></u>

Type of corporation: C ☒ Subchapter S ☐

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

If Yes, after what date: 10/25/2020

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 stock:

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 judgments 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 the Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chitbank, N.A.

Point of Contact: Brandon Schiavelli

Address: 111 Wall Street, New York NY 10043

Phone Number: (386) 295-4936

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.

5. 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. B2020018459 Year Issued: 2021

F. PERFORMANCE HISTORY:

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

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

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

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

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

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

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

☐ Yes ☒ No

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

7. Performance References:

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

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

Company Name: City of Austin, Texas Department of Transportation

Contact Name and Phone Number: Mary Vo, 512-974-2074
 Contact Email: mary.vo@austintx.gov
 Address: 1501 Toomey Rd., Austin, TX 78704
 Contract Date: April 19, 2021
 Contract Amount: \$ 0.00
 Requirements of Contract: Operate 1,000 shared e-scooters across the City.

Company Name: Baltimore City Department of Transportation
 Contact Name and Phone Number: Meg Young, 410-545-3212
 Contact Email: meg.young@baltimorecity.gov
 Address: 100 N. Holliday Street, Baltimore, MD 21202
 Contract Date: July 15, 2021
 Contract Amount: \$ 0.00
 Requirements of Contract: Operate 24/7/365 1,100 shared e-scooters, including sealed scooters, across the City of Baltimore.

Company Name: City of Provo, Utah Department of City Planning
 Contact Name and Phone Number: Javin Weaver, 801-852-6413
 Contact Email: jweaver@provo.org
 Address: 351 West Center Street, Provo, Utah 84601
 Contract Date: June 2, 2020
 Contract Amount: \$ 0.00
 Requirements of Contract: Operation 1,000 shared e-scooters across combined Provo-Orem and Springville markets.

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 22.4601 through 22.4609.

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: Aqua Community Relations Group
Address: 4452 Park Blvd, Suite 208, San Diego, CA 92116
Contact Name: Paula Roberts, President Phone: (619) 794-6406 Email: paula@aquacrg.com
Contractor License No.: 11HC0124 DIR Registration No.: _____
Sub-Contract Dollar Amount: \$ 10,000.00 (per year) \$ 30,000.00 (total contract term)
Scope of work subcontractor will perform: Community outreach and education
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): ☐ DBE ☐ DBBE ☒ 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: RMG Security, Inc. dba ASAP Security
Address: 106 South Grape Street, Unit 17, Escondido, CA 92025
Contact Name: Raafat Kalliny Phone: (619) 274-1600 Email: info@asapsecurity.org
Contractor License No.: 17RS1761 DIR Registration No.: _____
Sub-Contract Dollar Amount: \$ 20,000 (per year) \$ 60,000 (total contract term)
Scope of work subcontractor will perform: Support scooter theft and recovery initiatives.
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): ☐ DBE ☐ DBBE ☒ 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 responses, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner 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.

Samantha Grassle
Director of Market Development

Samantha Grassle
Director of Market Development

30 November 2021 | 15:30 EST

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.

In part 7, "Performance References" all contracts amounts are listed as \$0.00 because our model of working with cities is not based on financial transactions to supply goods or services.

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.

Samantha Grassle
Director of Market Development

Print Name, Title

Digitally signed by

Samantha Grassle
70370030004400...

Signature

30 November 2021 | 15:30 EST

Date





2.4 EQUAL OPPORTUNITY CONTRACTING FORMS

Local Branch Work Force Report



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Superpedestrian, Inc.

ANA/DNA: Superpedestrian

Address (Corporate Headquarters, where applicable): 84 Hamilton Street

City: Cambridge County: Middlesex State: MA Zip: 02139

Telephone Number: 617-945-1892 Fax Number: _____

Name of Company CEO: Asaf Eiderman

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 2145 Homer Avenue

City: National City County: San Diego State: CA Zip: 91950

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Anik Conley-Das

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 84 Hamilton Street, Cambridge, MA 02139

Telephone Number: 617-945-1892 Fax Number: _____ Email: _____

☒ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Superpedestrian, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 21 day of January, 2022.

Anik Conley-Das

(Authorized Signature)

Anik Conley-Das

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Superpedestrian, Inc.

DATE: 11/30/2021

OFFICE(S) or BRANCH(ES): San Diego County Work Force

COUNTY: San Diego

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

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

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

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

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

Totals Each Column			3		3						3			
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Grand Total All Employees

9

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM:

Superpedestrian, Inc.

1/28/22

DATE:

San Diego

OFFICE(S) or BRANCH(ES):

San Diego County Work Force

COUNTY:

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

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

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

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

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

Grand Total All Employees	0
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Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

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

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

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

BB. WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Superpedestrian, Inc.ADA/DBA: SuperpedestrianAddress (Corporate Headquarters, where applicable): 84 Hamilton StreetCity: Cambridge County: Middlesex State: MA Zip: 02139Telephone Number: 617-945-1892 Fax Number: _____Name of Company CEO: Assaf Biderman

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 2145 Hoover AvenueCity: National City County: San Diego State: CA Zip: 91950

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Anik Conley-Das

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 84 Hamilton Street, Cambridge, MA 02139Telephone Number: 617-945-1892 Fax Number: _____ Email: _____

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☒ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Superpedestrian, Inc.

(Firm Name)

San DiegoCalifornia

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of January, 2022Anik Conley-Das

(Authorized signature)

Anik Conley-Das

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Superpedestrian, Inc.

DATE: 11/30/2021

OFFICE(S) or BRANCHES: Managing Office Work Force

COUNTY: Middlesex

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African- American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			3		4	2					32	10	2	1
Professional	3	2	7	1	12	7					38	18	3	2
A&E, Science, Computer														
Technical			1						1		2	1		
Sales														
Administrative Support					2						4	2		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*	1		2											

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

Totals Each Column	4	2	13	1	16	11	0	0	1	0	76	31	5	4
--------------------	---	---	----	---	----	----	---	---	---	---	----	----	---	---

Grand Total All Employees	164
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM:

Superpedestrian, Inc.

02/01/22

DATE:

OFFICE(S) or BRANCH(ES):

Managing Office Work Force

COUNTY:

Middlesex

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

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

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

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

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

Grand Total All Employees	0
---------------------------	---

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

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

Contractors Certification of Pending Actions

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Superpedestrian, Inc.

Certified By: Samantha Grassle Title: Director of Market Development

Designated Name
Samantha Grassle
Signature

Date
08 December 2021 12:51 EST

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



Tab B

Executive Summary and Responses to Specifications

2.10 TITLE PAGE



THE CITY OF
SAN DIEGO

RFP FOR SHARED MOBILITY DEVICES

HEADQUARTERS

Superpedestrian Inc.
84 Hamilton St.
Cambridge, MA 02139

SOLICITATION NUMBER

10089831-22-V

JANUARY 21, 2022

CONTACT PERSON

Walter Rosenkranz
proposals@superpedestrian.com
(858) 525-3637

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. B. Berman

[REDACTED]



2.13 PROPOSER'S RESPONSE TO THE RFP

OVERVIEW OF OFFERING

We certify our compliance with the city's Scope of Work, including Exhibit B, and **SECTIONS A-H**. The table below demonstrates our ability to **1) meet the current requirements for the permit** and **2) meet the new requirements for the 2022-2025 program**.

Note: Our current program features are a part of the new program term, unless otherwise specified. We've indicated anything included in our current permit term and the RFP offer as "arrows →" to indicate that they will carry over.

DEVICES AND TECHNOLOGY		
Fleet Model(s) & Type(s)	→ 1,500 LINK v2 standing scooters	<ul style="list-style-type: none"> ○ Mixed fleet with several form factors: <ol style="list-style-type: none"> 1) A minimum of 1,550 standing scooters, with new features rolling out in 2022 and beyond, including dual kickstand, swappable battery, built-in audible speaker, on-board display, turn signals, and phone holder. 2) A minimum of 150 seated scooters with baskets to exceed the City's 5% goal for adaptive vehicles, available on-demand, in-app. 3) A minimum of 300 electric bikes with a built-in lock that meets the City's municipal code requirements, with a goal to deploy 50% e-bikes during the five year term. 4) An adaptive vehicle lending library including at least 5-10 vehicles. 5) A first of its kind cargo e-bike service, piloting in 2023 to provide options for families and serving more trip purposes. ○ Superpedestrian will deploy a full fleet regardless of the number of operators selected by the city. If fewer operators are selected, our fleet mix will proportionally scale to meet our permitted fleet size.
Software	<ul style="list-style-type: none"> → Our patented, on-board Vehicle Intelligence (VI) prevents component failure, extends vehicle lifespan, and ensures every scooter is safe to ride before every trip. We have never had a recall or safety compliance issue with more than 611 million miles of real-world use. → We routinely update our vehicle operating system via over-the-air updates to improve safety features and vehicle characteristics, such as battery range and powertrain efficiency. With VI, our devices get smarter and safer with age. 	<ul style="list-style-type: none"> → Continuous over-the-air upgrades to our operating system, including improvements to our geofence storage capacity, enhanced mapping resolution for faster geofence enforcement, and increased battery life. ○ San Diego will be among the first Superpedestrian fleets in the world to receive our newest scooter with patented Pedestrian Defense technology. This centimeter precision technology detects, corrects, and prevents unsafe behaviors including intoxicated and sidewalk riding, and enforces parking in corrals.

HIRING, OPERATIONS AND DATA SHARING

2021-2022 PERMIT

2022-2025 SERVICE

Local Hiring

- 12 full- and part-time W-2 employees (no gig labor), all local San Diegans, with 7 out of 9 of our original staff and 3 promotions. We're proud of our extremely low turnover rate compared to industry standards.

- 45-50 full- and part-time W-2 employees (no gig labor), with a goal to hire an even more diverse team of San Diegans through hiring and training partnerships with local organizations such as Second Chance, and additional professional development, training and promotions of current staff.

Operations & Maintenance

- Full compliance with response to Sweep Impounds in our first 12 months of operation, with **0 impounds over the past 5 months**.
- Quick, efficient response and integration with Get it Done.
- One of few operators to abide by and deploy to the City's corral parking requirements Downtown

- **Netradyne AI** dashboard cameras on all fleet vans to monitor and protect drivers and other roadway users.
- **1 hour or less response time** upon notification from the City, Get it Done requests, and through customer support.

Data Sharing

- Full compliance with the city's data sharing requirements, including Populus feeds and reporting. One of the first operators to join SANDAG's Data Collaborative.

- Provide the City with aggregated scooter usage data through the Civic Insights Dashboard. This unprecedented level of data will give the city insights into micromobility safety across the city and over time.

EQUITY PROGRAMMING

2021-2022 PERMIT

2022-2025 SERVICE

Discount Programs

- LINK-Up: 70% discount for low-income riders
- LINK Serv: 30% discount for active and retired military
- \$50 wallet bonus to essential workers & \$20 wallet bonus with proof of vaccine appointment
- Free unlock between 6am - 12pm throughout the winter months for morning commuters

- LINK-Up: 30 minutes of unlimited free rides
- \$50 wallet bonus to essential workers & \$20 wallet bonus with proof of vaccine appointment
- 20% discount for transit riders with San Diego Metropolitan Transit System monthly passes
- 30% discount for students
- Subscription passes
- Increase enrollment in discount programs by 200%

Equitable Access

- Cash payment options
- Ability to rent without a smartphone
- Multilingual education and outreach

- Continuing all existing equitable access options and implementing Call-to-Start

Equitable Distribution

- 30% of trips starting or ending in Communities of Concern, including City Heights, Southeast San Diego and Barrio Logan

- Goal of 30% deployment to Communities of Concern, including further expansion into San Diego City Council Districts 4, 8, and 9.

Partnerships & Events

- Attended 6 events annually
- Dedicated full-time community engagement staff member
- Ciclosdias
- Fair @ 44
- Bicycle Coalition
- Black Girls Do Bike
- Surfrider Foundation

- Annually, 15+ events and rider safety workshops
- Dedicated full-time engagement staff and 6-8 part-time ambassadors
- Continuing building current partnerships
- Love to Ride Active Transportation Expos in South San Diego & Linda Vista
- Second Chance workforce partnership
- Support 2-3 ELBE's through local contracting

ACCESSIBILITY, COMPLIANCE AND EDUCATION

2021-2022 Permit

2022-2025 Service

Accessibility

- Braille identifiers on each device
- Deployment that does not impede ADA access, with prioritization to resolve ADA issues within 30 minutes or less from report
- WCAG Level AA compliant mobile app and website
- Partnerships with disability advocacy organizations to launch LINK Access

- Accessible vehicles on-demand in-app (seated scooters with baskets) and by request (accessible vehicle library)
- Built-in, audible speakers on our next generation scooter to notify riders and pedestrians
- Deepening partnerships with disability advocates, such as Paralyzed Veterans of America

Parking & Riding Compliance

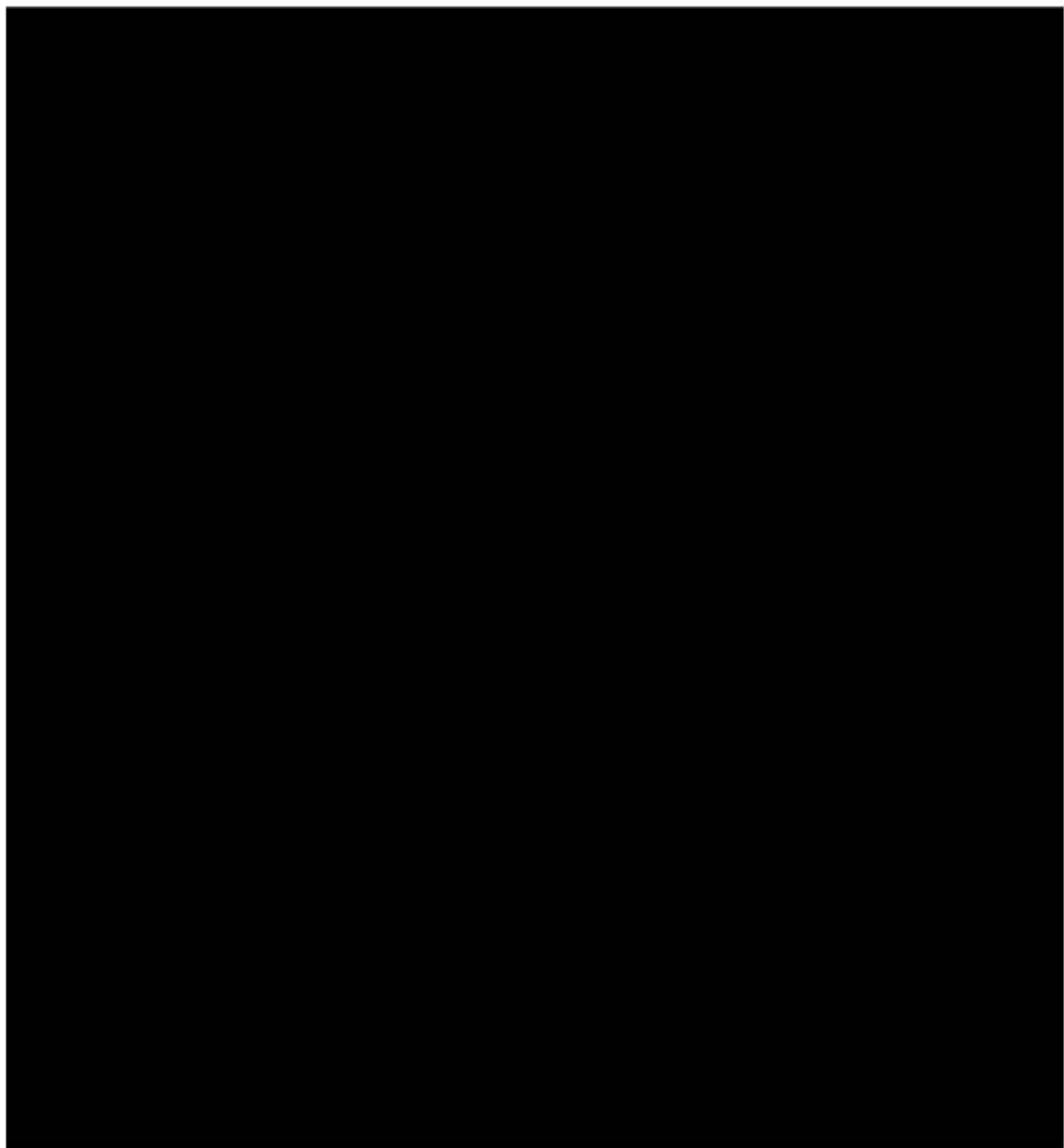
- **100% compliance** deploying to City corrals and mobility hubs
- Proactive parking audits
- End of ride parking photos

- Proactive parking audits with automated messaging to riders who mispark devices
- AI parking enforcement
- Lock-to on e-bikes
- Pedestrian Defense technology to detect unsafe riding behaviors such as: sidewalk riding, swerving and sudden braking
- Safety Score

Safety Education & Marketing

- Survey riders in late 2021/early 2022
- Dry January 2022 marketing campaign in-app and on social media
- In-app safety reminders before first use, every 24 hours and accessible at any time through the Help section of the app
- Drivers license scans

- In-app Slow First Ride
- Safety Review Board & Vision Zero sub committee
- Impaired riding campaign and study with UCSD hospital
- Women oriented safety event with Black Girls Do Bike
- Impaired riding campaign in the summer months to encourage tourists and residents to ride safely





I. OPERATOR INFORMATION



From left to right: William (Billy) Casey, Jack Latorero (driver's seat), Archie Halarco, Joseangel (Angel) Rodriguez, Arturo Rodriguez, David Mendez, Jason Singer (kneeling), Andrei Boudnikova, Bryan Cook, and Nic Larson. Teammates not pictured include Allan Karandov and Jonathan Heygers.

1. *Approximate percentage of your employees, including members of full-time, part-time, and contracted staff?*

SUPERIOR PAY, BENEFITS & COMPENSATION PACKAGE

Superpedestrian only hires and trains W-2 employees to ensure exceptional, consistent service, because fleet operations and management is an important vocation, not a gig. We take care of our employees, and in turn they take great care of our vehicles and the communities we serve. Our employment model facilitates efficient management and communication practices, and we promote a committed workforce in the following ways.

We do not use contractors nor employment agencies.

We guarantee a living wage which is 30-40% higher than the industry standard. San Diego's minimum wage is \$15/hr and the living wage is \$21/hr. **Our average wage is \$22.55/hr.**

We yield quality candidates through our in-house recruiting and interview process.

We provide benefits, including 401k investment, life, vision/dental benefits, and accrued paid time off, starting on the first day of employment.

We educate and upskill our team, resulting in higher retention and continuity in operations.

CURRENT & PLANNED STAFFING FOR SAN DIEGO

We support San Diego's economy by hiring and training local talent, and will hire at least **45-50 full- and part-time** employees to enable planned fleet expansion. The table below outlines position descriptions, number of staff, and employment type. We will evaluate growing our local team as the system expands in the permit term.

DEDICATED STAFF	#	EMPLOYMENT
Walter Rosenkranz , <i>Regional Government Partnerships Manager</i>	1	Full Time
Jacob Mandel , <i>Community & Marketing Manager</i>	1	Full Time
Safety & Equity Ambassadors Staff educational and safety outreach efforts, focusing on underserved areas. Lead training and parking events to initiate riders to the rules of the road. Promote discount programs. Report safety violations and correct scooter parking, coordinated with Parking Associates.	4-8	Part Time
Greg Bologna , <i>Regional Operations Manager</i>	1	Full Time
John Singer , <i>Operations Manager</i>	1	Full Time
William (Billy) Casey , <i>Lead Mechanic & Maintenance Supervisor</i>	1-2	Full Time
Joseangel (Angel) Rodriguez , <i>Scooter Technician</i> Oversee the fleet's safety and repair needs, ensure mechanical and repair standard operating procedures (SOPs), and integrate feedback.	4-6	Full Time
Bryan Cook , <i>Parking Compliance Supervisor</i>	1-2	Full Time
Artchie Felarca (lead), Nic Lawson, Jonathan Melgoza, Arturo Rodriguez , <i>Parking Compliance & Operations Associates</i> Collect and deploy devices. Respond to compliance requests or issues. Perform parking compliance tasks to support clutter-free public areas.	12-14	Full & Part Time
Allan Karandang, Jack Latoreno , <i>Overnight Operations Associates & Street Sweeping Specialists</i> Perform activities listed above in addition to developing and maintaining nightly routes to relocate devices from corrals to meet the City's sweeping schedule.	12-14	Full & Part Time
Total Dedicated Staff	45-50	Full & Part Time

We maintain a large fleet, with lean operations. Superpedestrian opts for a high quality, local team invested in professional development over a large headcount with high turnover. How?

- Our fleet's patented VI technology significantly reduces the need for physical repairs and a larger staff to maintain the fleet
- Our long range battery 61 miles reduces the frequency of charging and low battery pickups, so our staff can focus on proactively rebalancing the fleet and responding to Get it Done requests
- We hire and train our employees in-house, ensuring adherence to SOPs and swift, efficient response to operational adjustments

Future Operations Center with a team of skilled, local tradespeople. If selected, our new operations center will be developed and outfitted to provide a minimum of **33 additional job opportunities** for skilled San Diego tradespeople. These include electricians, carpenters, painters, shipping and handling vendors, and more.

EXEMPLARY CULTURE & LEADERSHIP STRUCTURE

Our culture encourages growth, not resignation. We're proud of our low employee turnover rate in a high turnover industry. Since launch in March 2021, 7 out of 9 of our original employees remain on staff, including several who have been promoted. We prioritize a collaborative and welcoming work environment, as outlined below:

Transparent Leadership

We inform all team members on matters related to local government, local interest groups, and changes to rules or regulation, as well as technology improvements.

Inclusive Structure

Every employee has a voice and a unique perspective. We welcome new ideas and learn from the results. We inform team members of company-wide key performance indicators.

Concise Communication

We host daily check-ins and weekly team meetings to facilitate clear communications. Our staff responds quickly to modifications to team responsibilities.

State & Local Training

All team members are compliant with the State of California's Ethics and Harassment Training Requirements and have completed driver safety training based on local regulations.

Cross-Training Opportunities

We mitigate burnout by frequently introducing new disciplines. We include all employees when conducting widespread operational modifications.

Growth-Mindset Culture

We promote an environment in which our team works hard, builds effective strategies, and gives and receives input. Our growth-mindset culture promotes earning over looking smart. As such, we've rewarded the hard work and growth of our team, including the following promotions:

William (Billy) Casey, Mechanic → Lead Mechanic & Operations Supervisor

Billy built out our high-efficient internal repair flow operations, while increasing operations excellence in the field via hands-on training. He provides valuable peer feedback and creates procedures to maximize rider experience and driver efficiency.

Joseangel (Angel) Rodriguez, Operations Associate → Senior Technician

Angel quickly adopts internal expectations and serves as a mentor for others, while promoting vehicle safety and route efficiency. Angel's mechanical aptitude meant he could level up to support repair flow efforts, while continuing to be a community rock star.

Artchie Felarca, Operations Associate → Overnight Associate Lead

Artchie led the build-out of a robust, comprehensive and manual process to ensure compliance with the City's street sweeping schedule. Artchie provides phenomenal leadership to a team of three overnight employees.

A Homegrown Team

The entire operations team was **born and raised right here in San Diego**, representing National City, East County, Miramar, and Downtown. Our team exhibits hometown pride, invested in providing a safe, affordable and high quality transportation solution to the community that we and our loved ones cherish.

"As a veteran in the scooter industry, I'd never found a company like Superpedestrian, devoted to improving cities and providing a positive work environment. While working for competitors, the inconsistent hours, high turnover, and lack of clear communication took a toll on my mental health. So when my previous boss John Singer contacted me about an opportunity to join his Operations Team, I took it. There was a sense of comfort and confidence in the air; I wanted in on it. By working on a team with good leadership and educating the public about LINK scooters, I'm grateful that I've overcome my anxiety and depression."

Jack Latoreno, Overnight Operations Associate

Spotlight: Level Up Training

Superpedestrian launched our Level Up rider education program in San Diego. Level Up leverages a "Train the Trainer" model where each person on our operations team is trained to deliver rider education. With the success we experienced in San Diego, we've since implemented Level Up in cities around the world. The curriculum incorporates local transportation regulations and how to relate safety messages through simple terms in-field. Our 2021 San Diego curriculum:



- Provided the Operations Manager, Supervisors, and Operations Associates with an understanding and confidence when sharing safety guidance, company values, and vehicle technologies with community members in organic settings.
- Empowered our team to identify unsafe behaviors, and coached them on how to overcome the discomfort to correct rider behavior in a professional, safe, and friendly manner.
- Highlighted the benefits of cultivating community engagement, and outlined how to leverage community-based relationships to elevate awareness of Superpedestrian's safety culture.

"Here at Superpedestrian, I'm proud to be part of a family that shares my values: providing a more convenient, enjoyable, and efficient way of traveling around San Diego. Our product is safe and engineered to be more durable than the competition. As the most advanced scooter using active safety and industry-leading geofencing technology, LINK scooters perform safety checks before every ride and automatically slow down in specific areas. Safety and compliance with city regulations are our top priorities."

Artchie Felarca, Parking Compliance & Operations Associate

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

Meet our Superpedestrians! Our project team members, including local and corporate talent, combine decades of experience in the transportation, technology, community engagement, and business sectors:

LOCAL PROJECT TEAM



Walter Rosenkranz
San Diego, CA

San Diego Experience
25 years

Mobility & Policy Experience
11 years

Superpedestrian
Government Partnerships
Manager, West
2020 – Present
San Diego, CA

car2go/SHARENOW
Regional Director, Business
Development, North America
2010 – 2020
San Diego, CA

Walter Rosenkranz is Superpedestrian's Government Partnerships Manager for the Western US. Walter is a management, policy, and business development professional and a staunch advocate for safe regulation in micromobility. He's worked at senior levels in the shared mobility sector for over 10 years and has been involved in policy development since its inception. He is passionate about improving places by unlocking first- and last-mile solutions and connecting commuters to public transport. He earned his MBA from San Diego State University with an emphasis in Entrepreneurship.

Walter is a 25 year resident of San Diego and enjoys the region's bounty of recreational opportunities. On most weekends, he tries to keep his small sailboats upright on Mission Bay or travels regional trails and roads on his bikes.



Jacob Mandel
San Diego, CA

San Diego Experience
21 years

Mobility & Policy Experience
4 years

Superpedestrian
Community and Marketing
Manager, Southern California
2021 – Present
San Diego, CA

**San Diego County Bicycle
Coalition**
Advocacy Board Member
2021 – Present
San Diego, CA

University of San Diego
Graduate Student
2019 – 2020
San Diego, CA

Jacob Mandel is the Community Engagement and Marketing Manager for Southern California. Jacob has a background in transportation policy, with experience working for the County's Bicycle Coalition and serving as senior staff for several municipal political campaigns. Prior to this role, Jacob received his Masters in Social Innovation from the University of San Diego's Kroc School of Peace Studies.

Jacob is a native San Diegan and spends most of his free time advocating for transportation justice and volunteering for the Bicycle Coalition. He can often be found riding his electric bicycle around San Diego County.

For San Diego, Jacob will design and implement Superpedestrian's equity programs, outreach strategies for underserved communities, and strategic partnerships with local organizations.



Greg Bologna
San Francisco, CA

San Diego Experience
5 years

Mobility & Policy Experience
5 years

Superpedestrian
Regional Operations Manager
2021 – Present
San Francisco, CA

CLEVR Mobility, Inc.
Director of Operations
2019 – 2020

Lime
Operations Manager
2017 – 2019

Greg ensures that our team meets SOPs, integrating feedback from the local operations team to the corporate level for continuous improvement. Greg consistently introduces effective and innovative strategies from other markets to provide service excellence.

With over five years working in the micromobility space, Greg brings a wealth of experience managing three shared mobility vehicle types, directing collective fleets of over 10k vehicles, and leading multiple operations with over 100 team members combined. Greg earned a Bachelor's Degree in International Studies from Long Beach State University.

For San Diego, Greg will oversee and support the local operations team and fleet.



John Singer
San Diego, CA

San Diego Experience
29 years

Mobility & Policy Experience
8 years

Superpedestrian
Operations Manager
2021 – Present
San Diego, CA

Lime
Operations Manager
2019 – 2021
San Diego, CA

Amazon.com
Logistics/Ops Leadership
2015 – 2019
Carlsbad, CA

John is the Operations Manager for Superpedestrian's San Diego market. John's micromobility experience began at Lime, where he oversaw warehousing/repair operations and developed large-scale process improvements across the West Coast and Canada. Previously, he managed last-mile fulfillment operations, transportation services, and inventory quality control for Amazon. John holds a Bachelor's Degree in Finance from San Diego State University (Go Aztecs!).

When not working, John enjoys all that San Diego and the great outdoors have to offer. As 3rd-generation San Diegan (4th, if you include Oceanside), John surfs, cycles, and escapes to the mountains to camp or snowboard. John is a huge fan of the San Diego Padres, and only missed 10% of last season's games – a record he's quite proud of.

For San Diego, John will be the main operational point of contact, continuing to emphasize Superpedestrian's efforts in underserved regions and developing a team that takes pride in best-in-class compliance and service.



Bryan Cook
San Diego, CA

San Diego Experience
25 years

Mobility & Policy Experience
5 years

Superpedestrian
Operations Supervisor
2021 – Present
San Diego, CA

Softeze
Sales Manager
2019 – 2020
San Diego, CA

ScoreStream
Sales & Marketing Associate
2016 – 2019
San Diego, CA

Bryan is the Operations Supervisor for Superpedestrian's San Diego market. Bryan's previous experience in marketing positioned him to be our local customer success and grassroots advocate. He embodies the role of a strategic liaison between the operations team and our most vocal San Diego residents. With his analytical background, he helps navigate fleet deployment to best serve the community.

Previously, he worked in Sales and Marketing for local start-ups. He is a staple in the San Diego water polo community, enriching and guiding student athletes. Bryan holds a Bachelor's Degree of Science in Neuroscience from the University of California, San Diego where he played on the varsity water polo team.

You can find Bryan at the peak of a San Diego surf break, tasting the finest tacos the city has to offer, or exploring farmers markets.

For San Diego, Bryan will continue providing hands-on guidance and training to field operatives, support activist groups, manage deployment locations and routes, spearhead parking and compliance, and conduct community engagement.



William (Billy) Casey
San Diego, CA

San Diego Experience
31 years

Mobility & Policy Experience
15 years

Superpedestrian
Operations Supervisor
& Lead Mechanic
2021 – Present
San Diego, CA

Lime
Assistant Ops Manager
2018 – 2020
San Diego, CA

Lee's Cycle
Lead Technician
2013 – 2018
San Diego, CA

Billy manages Superpedestrian's San Diego field operations while seamlessly functioning as our market's lead scooter technician. Billy brings over 13 years of mechanical expertise to the local team, as he perfected his skills while building custom motorcycles (nearly from scratch). Billy possesses a wealth of micromobility experience, as he led large, complex and multidisciplinary teams with Lime in San Diego. Billy's all-encompassing approach to operational success drives our continuous improvement projects.

Billy enjoys riding his motorcycle (obviously) around his hometown of San Diego and spending time with his wife, son, and three dogs. A real Renaissance man, Billy also enjoys target shooting and glass blowing.

For San Diego, Billy will continue overseeing efficient maintenance, firmware management, and quality control of the fleet. He will also serve as the primary mentor to new technicians as we scale our San Diego operations, and liaise between corporate engineering and operations to accommodate hardware and software updates.

CORPORATE PROJECT TEAM



Haya Doudri
VP of Global Markets,
Strategy and Policy

Experience in Mobility
4 years

Superpedestrian
VP of Global Markets,
Strategy and Policy
2020 – Present
Vice President, EMEA
July 2020 – Present
The Netherlands

Bird
Head of Policy, Southern
Europe, Benelux, and the
Middle East
2018 – 2020

Shell
Government Relations Senior
Manager
2013 – 2018

Haya Verwoord Doudri is an urbanist, mobility, and sustainability expert. She is a thought leader in technology and innovation policies. She serves as Vice President of Global Markets, Strategy and Policy at Superpedestrian, a world-leader in transportation robotics and human-scale mobility. In her first 12 months at the company, Superpedestrian introduced shared mobility services with its intelligent e-scooter, LINK, to 50 cities across eight countries.

Haya has a Masters Degree in Sustainable Policy from Columbia University in the City of New York.

For San Diego, Haya will oversee regional launch and operations, as well as government policy.



Michele Kyrouz
General Counsel

Experience in Mobility
4 years

Superpedestrian
General Counsel
March 2021 – Present
San Francisco, CA

**Watershed Asset
Management**
General Counsel
2011 – 2019

Latham & Watkins LLP
Partner
2002 – 2011

Michele brings 20+ years of experience as a regulatory lawyer to her role as General Counsel at Superpedestrian. She has been involved in the new mobility community since 2017 as host of the Smarter Cars podcast, and she recently published *The New Mobility Handbook - Rethinking How We Get Around Cities*. She has also authored numerous articles on mobility policy and has been a frequent contributor at conferences, including Micromobility Europe in 2019 and Micromobility World in January 2021.

Michele has a B.A. in Political Science from U.C. Berkeley and a J.D. from Columbia University School of Law.

For San Diego, Michele will manage the contract.



Gregg Corso
Global Head of Launch

Experience in Mobility
3 years

Superpedestrian
Global Head of Launch
2020 – Present
Cambridge, MA

Zagster
Corporate Operations
Manager
2019 – 2020

Uber
Operations and Logistic
Manager
2018 – 2019

Gregg leads Superpedestrian's Launch team, helping to expand our operations and infrastructure across the globe.

Gregg began his career as an Operations Manager and Arborist in the tree care and utility industries before shifting his focus to micromobility. He served as an operations manager launching and managing bike, e-bike, and scooter fleets across the country for Uber and Zagster.

Gregg and the launch team are involved with and present in each of our new cities, setting up the local team for success on launch day and beyond.

For San Diego, Gregg will manage the launch of expanded operations.



Jennifer Izzo
Director of Market Operations

Experience in Mobility
14 years

Superpedestrian
Director of Market Operations
2020 – Present
Regional Operations Manager
June – October 2020
Cambridge, MA

Zagster
Regional Operations Manager
2019 – 2020

Agero, Inc.
Various Positions
2007 – 2018

Jennifer is a Regional Operations Manager at Superpedestrian. Overseeing the Market Operations team, she is responsible for the day-to-day management and performance of LINK operations across the United States.

Before joining Superpedestrian, Jennifer worked at Zagster as a Regional Operations Manager. She brings more than 14 years of experience in the transportation industry.

For San Diego, Jennifer will oversee operations.



Jessica Lapinski
Manager for Environmental Health & Safety

Experience in Mobility
1 year

Superpedestrian
Manager for Environmental Health & Safety
2021 – Present
Norfolk, MA

Schneider Electric
Operations Manager
2019 – 2021
Environment, Health & Safety Manager
2017 – 2019

Boston Scientific
Principal, Environment, Health & Safety
2014 – 2017

Genzyme
Health, Safety & Environment Engineer
2012 – 2014

Jennifer is an experienced Environment Health and Safety Manager and Operations Professional. As part of the Central Operations team, Jessica manages all aspects of the company's health and safety protocols.

Jessica received her undergraduate degree in Environmental Science from the University of Connecticut and her graduate degree from the University of Massachusetts in Occupational Health & Safety.

For San Diego, Jessica will oversee the fleet safety management plan and ensure compliance with all government, local, and company rules and regulations.



Jamie Perkins
Director of Communications

Experience in Mobility
7 years

Superpedestrian
Director of Communications
2021 – Present
Denver, CO

Colorado Department of Health Care Policy and Financing
Digital Communications Specialist
2018 – 2021

Bicycle Colorado
Lead Educator
2018

Transit Alliance
Program Manager
2015 – 2017

Jamie is responsible for Superpedestrian's communications across North America and Australia.

Jamie brings experience in the transportation field from the government and nonprofit sectors, including public transit and bicycle advocacy. She believes deeply in the power of micromobility to increase social equity in cities.

She has a Masters Degree in Public Policy from the Josef Korbel School of International Studies at the University of Denver.

For San Diego, Jamie will manage earned media and press relations.



Meredith Starkman
Press & Media Manager

Superpedestrian
Press & Media Manager
2020 – Present
Los Angeles, CA

Niou for New York
Director of Communications
& Finance
2020

The Broad Room
Director of Communications
2018 – 2019

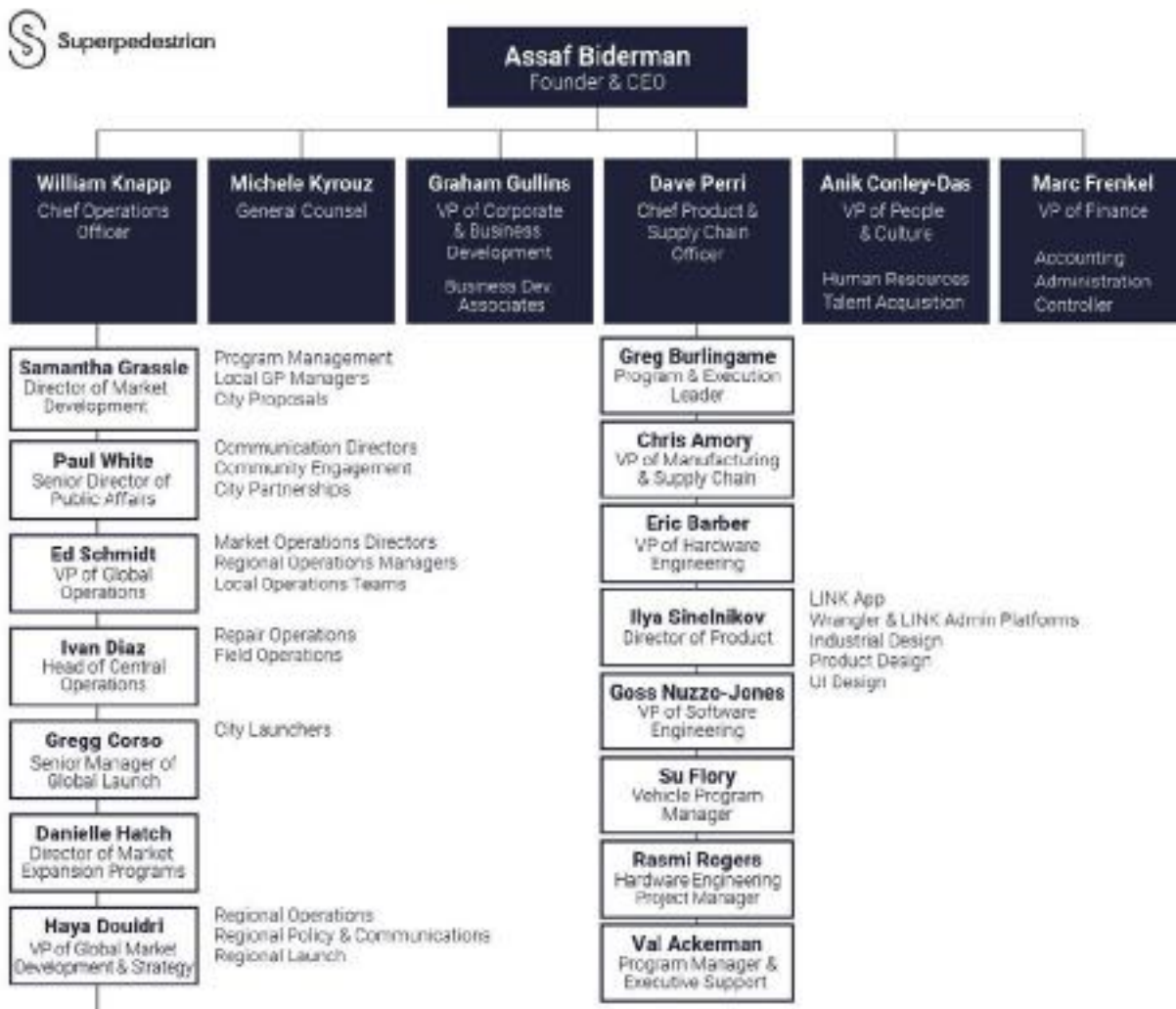
Meredith is responsible for Superpedestrian's communications, press, and media strategy.

She began her career facilitating creative arts programs in prisons and jails across the US, India, and Brazil. She went on to work as an organizer in New York City, most recently serving as the communications and finance director for a New York State legislator.

For San Diego, Meredith will support media, press, and social media.

Experience in Mobility
3 years

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

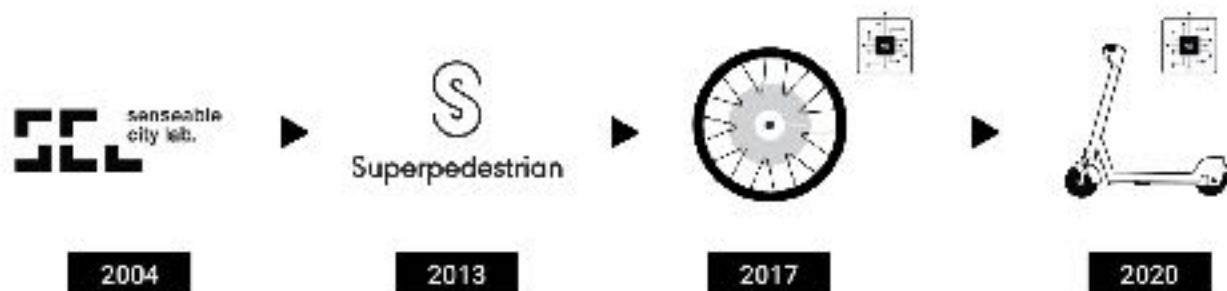




4. Provide the length of corporate operation and related or ancillary business operations beyond shared mobility systems

LENGTH OF CORPORATE OPERATION

Superpedestrian, Inc. was officially incorporated in Delaware on July 20, 2012. Superpedestrian was spun out of the Senseable City Lab at MIT with the mission of improving livability in cities through light electric vehicles. We created Vehicle Intelligence (VI), our core technology, which makes micromobility sustainable, efficient, and safe at the massive scale that cities require. In 2017 we debuted our first V-powered device, the Copenhagen Wheel, which could turn any bike into an e-bike. Superpedestrian began to build an e-scooter in 2018, with VI at its heart, and we engineered our scooter to be better than any other. We rolled out our shared scooter in 2020 and we now serve nearly 60 cities in 10 countries and counting.



RELATED OR ANCILLARY BUSINESS OPERATIONS BEYOND SHARED MOBILITY SYSTEMS

Superpedestrian has 37 patents in artificial intelligence and electrified technologies earned over years of rigorous research, development, and validation testing to build the next generation of micromobility. Superpedestrian's core technology is Vehicle Intelligence (V), a collection of sensors, firmware, and on-board diagnostic technology that

monitors the mechanical and electrical status of an entire vehicle in real time, and autonomously resolves a majority of potential issues.












































Superpedestrian's Copenhagen Wheel

In 2017, we debuted the Copenhagen Wheel, a consumer product which transforms a traditional bicycle into a hybrid e-bike by replacing the bicycle's rear wheel with the self-contained battery, motor, and sensor assembly. The Copenhagen Wheel helped train and refine VI and its algorithms through millions of miles of road data. The Wheel was a triumph of innovation, but only reached one person at a time, and Superpedestrian wanted to improve urban liveability for everyone. So, in 2018 we made a pivot from consumer products to our shared e-scooter designed with VI at its heart.

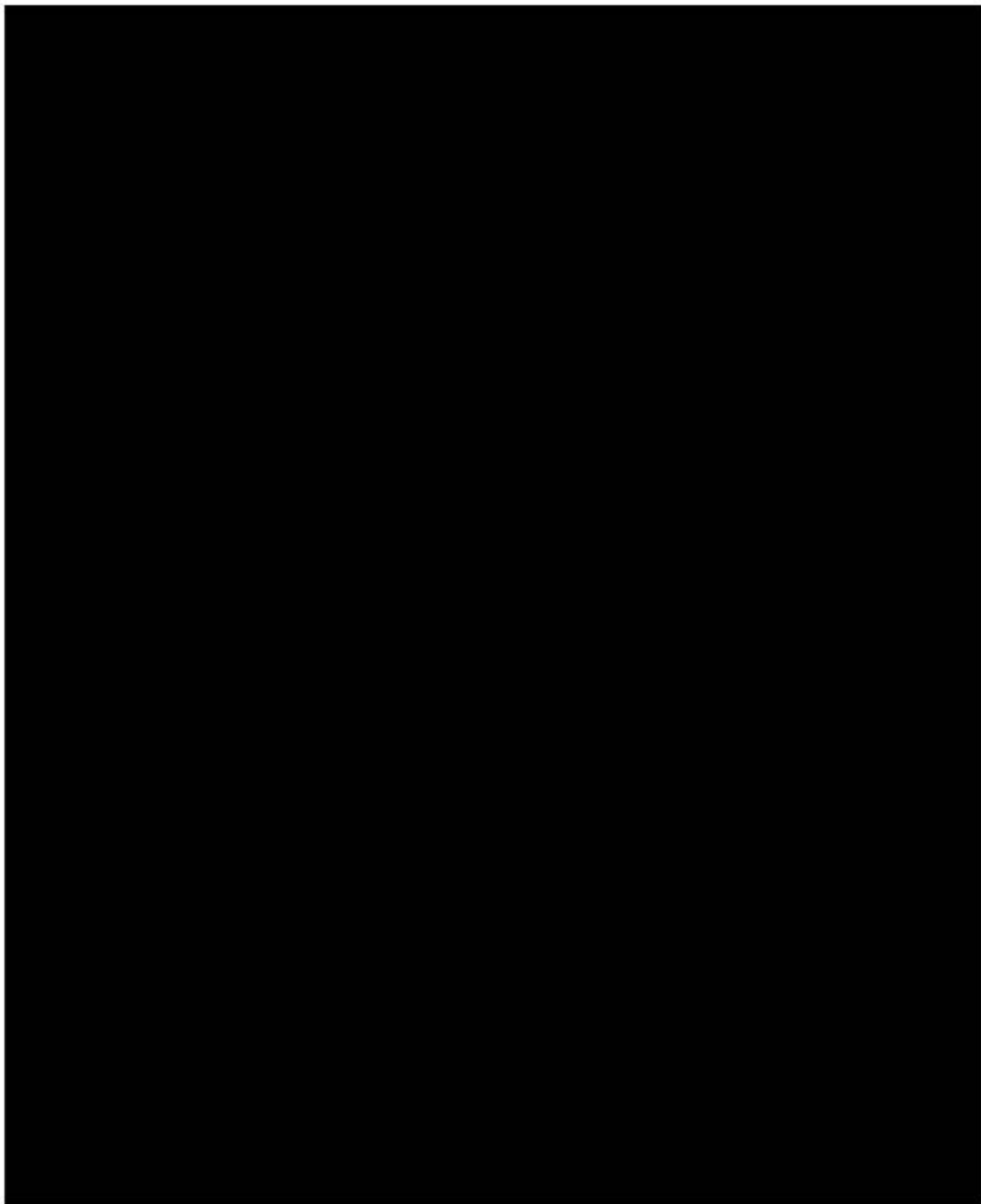
5. *Identify the corporate point of contact for contracting, the point of contact for financial responsibility of local administrative actions or fees, and the local point(s) of contact for the City operations and daily coordination*

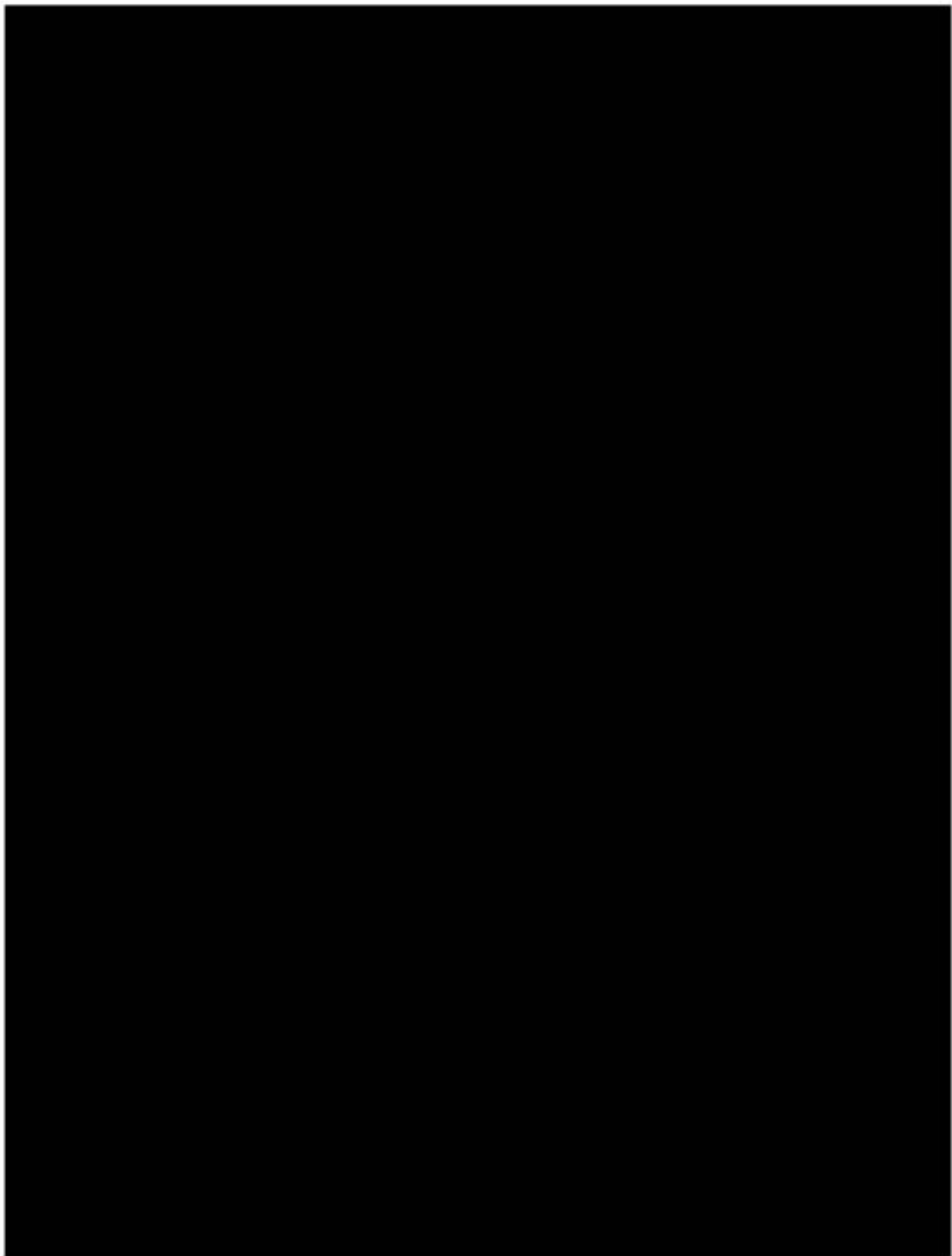
POINT(S) OF CONTACT	CONTACT(S)
Contracting	Michele Kyrouz , General Counsel
Financial Responsibility of Local Administrative Actions or Fees	Walter Rosenkranz , Government Partnerships Manager
Local City Operations and Daily Coordination	John Singer , Operations Manager Jacob Mandel , Community and Marketing Manager

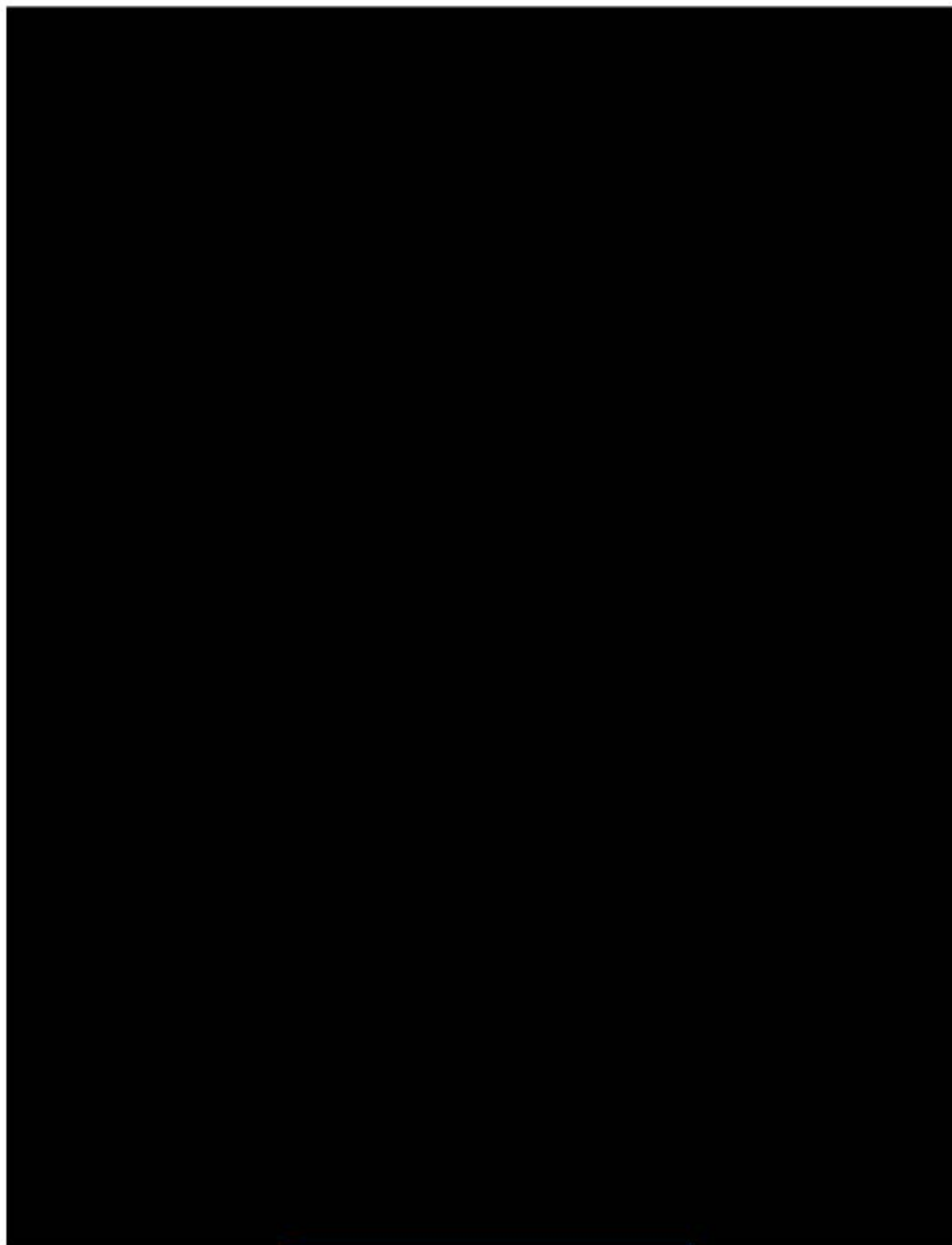


Baltimore, Maryland	USA	4		1,100	Isola delle Femmine	Italy	5		100
Cleveland, Ohio	USA	4		400	Lazio Coast (Nettuno, Pomezia)	Italy	5		150
Columbus, Ohio	USA	17		500	Mazara del Vallo	Italy	2		150
Detroit, Michigan	USA	3		300	Modena	Italy	3		200
Fairfax, Virginia	USA	9		250	Moncalieri	Italy	4		300
George Mason University	USA	2		75	Palermo	Italy	8		400
Hartford, Connecticut	USA	7		300	Pomezia	Italy	4		200
Jacksonville, Florida	USA	9		100	Rome	Italy	14		1,000
Knoxville, Tennessee	USA	17		250	Turin	Italy	8		500
Los Angeles, California	USA	3		5,000	Cascais	Portugal	3		250
Manhattan, Kansas	USA	15		500	Faro	Portugal	4		250
Oakland, California	USA	11		600	Lisbon	Portugal	6		1,500
Orem, Utah	USA	18		250	Alcalá de Henares	Spain	11		300
Provo, Utah	USA	18		500	Alcobendas	Spain	2		75
San Diego, California	USA	9		1,500	Canary Island	Spain	7		1,100
San Jose, California	USA	9		400	Puerto St. Maria	Spain	4		250
Seattle, Washington	USA	13		2,000	Vejer de la Frontera	Spain	4		40
Red Deer	Canada	5		300	Stockholm	Sweden	6		2,000
St. Albert	Canada	2		100	Ankara	Turkey	1		900
Vienna	Austria	7		1,500	Istanbul	Turkey	1		3,000
Bordeaux	France	2		100	Izmir	Turkey	1		968
Cagnes-sur-Mer	France	1		100	Nottingham	UK	1		1,000

Note: Cities offering an adaptive vehicle library have a +







12. Identify any subcontractors, independent contractors, or other partner organizations, and provide the responsive information to the requested information listed herein in this section. All subcontractors and their needs 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 award.

Superpedestrian will not be utilizing any subcontractors, independent contractors, or other partner organizations for our service in San Diego. **We only hire W-2, full- and part-time employees for our local operations.**

13. Provide financial statements with enough information to determine financial stability of the company and any subcontractors. This may include, but is not limited to: Financial Statement or Annual Report, Business Tax Return, Statement of Income and related earnings, etc.

Superpedestrian has profitable micromobility operations and has never left a city due to financial challenges. With over eight years of experience, we are a mature company in sound financial condition. We've raised over \$265 million in financing since our founding in 2013. While our business model is not reliant on continuously raising venture capital dollars due to our industry-best unit economics, ~~we~~ we secured our most recent funding (series C) in January 2022 for \$125 million (please keep confidential until announced). **In 2021, we earned \$20 million in revenue.**

As the parent company and sole entity controlling all assets, we're able to report our financial health and stability at a more granular, accurate and current level, including our future projections. Unlike some operators who function as subsidiaries of larger organizations with core businesses outside of micromobility, Superpedestrian has greater control over our investments and long-term strategy.

Per **ADDENDUM B**, stating financial statements are no longer required for submission with our RFP response, we are happy to provide our financial statements for the most recent year(s) upon request.

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

INSURANCE

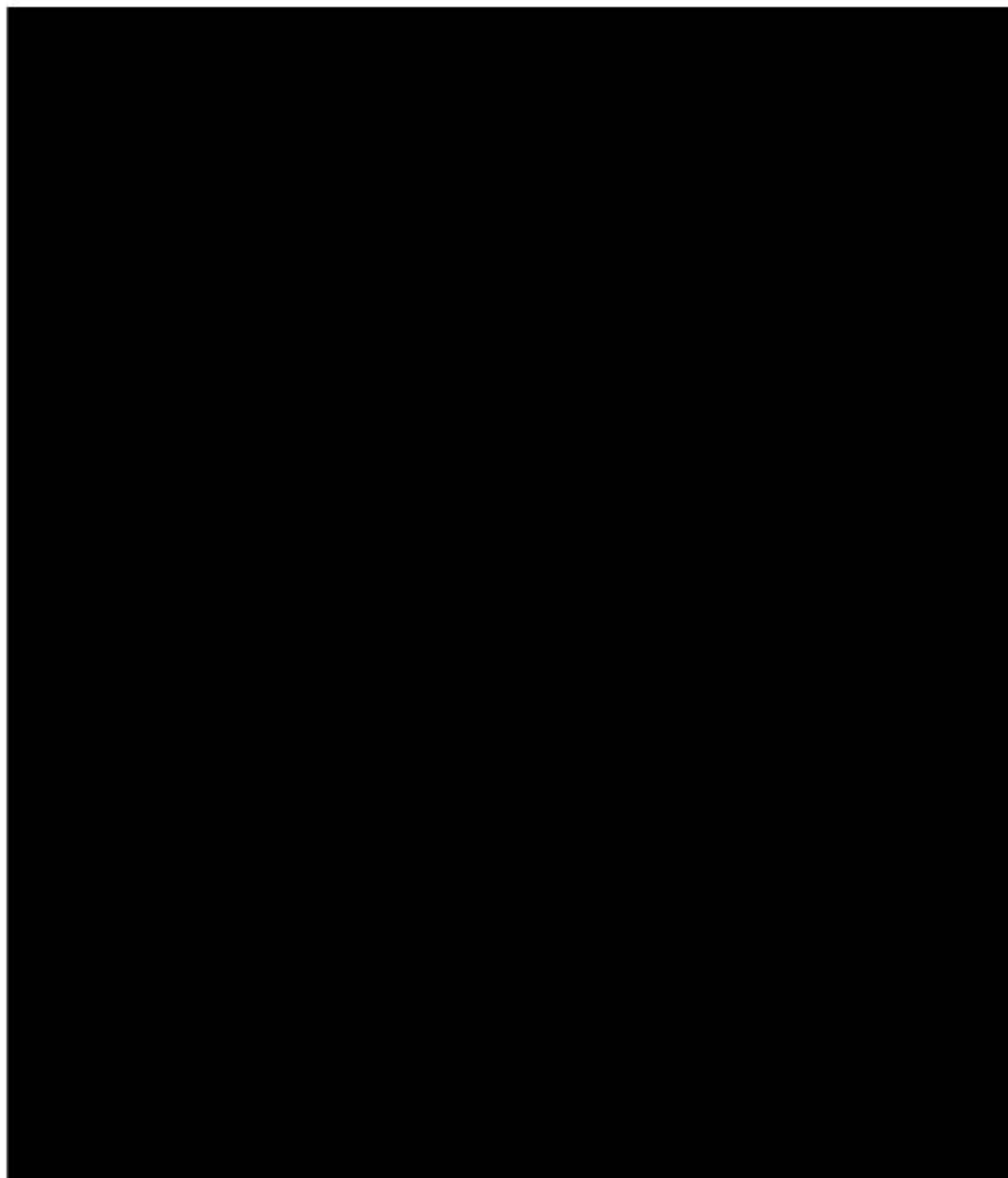
Superpedestrian operates in the City of San Diego and remains in compliance with insurance requirements. The attached **APPENDIX** evidence of insurance demonstrates our continued ability to meet and/or exceed the insurance requirements. We will continue partnering with insurance companies bearing AM Best rating of no less than A- or non-admitted carriers authorized to do business in the State of California and on the List of Approved Surplus Lines Insurers.

INDEMNIFICATION

Superpedestrian is in compliance with all indemnification obligations in San Diego.

15. Share two (2) examples of where the company has initiated a shared mobility device launch that resulted in removal of devices from that market, under the provision of an agreement or legal enforcement. Explain the reasons for the removal action, and show communication between the operator and the City occurred in advance of this action.

Superpedestrian, Inc. has never been asked to leave a market before the completion of a contract. While other companies left cities during the pandemic, we launched our service in 2020 and honored our commitment to bring in profitability to cities in need of safe, alternative modes of transportation during a global crisis. We've remained in full compliance in every market, even as we've increased our market share in the industry.





J. EQUIPMENT SPECIFICATIONS AND INFORMATION

1. It 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 shared fleet within the City of San Diego.

MIXED FLEET PROPOSAL

Superpedestrian accommodates riders of all ages, abilities, comfort levels, and trip types. Research shows that riders take slightly longer trips on e-bikes compared to e-scooters. Devices with a basket are suited for modest shopping excursions. Seated scooters are preferred by individuals with balance or mobility challenges, and are also preferred for longer trips. In Baltimore, our seated scooters are used for trips that are on average ~5 minutes longer than those taken on standing scooters. Furthermore, our range of equitable, low carbon transportation modes helps the City solve for first and last mile needs while transitioning from car dependency.

We're excited to deploy a range of devices in 2022. These include **standing e-scooters, seated e-scooters with baskets, e-bikes, and an additional adaptive vehicle library to expand accessible options.** In 2023, we plan to **introduce e-cargo bikes** and within the contract term (2023-2025), we will scale operations based on demand, aligned with the permitted fleet size. Our proposed fleet mix and deployment approach are detailed below.

DEPLOYMENT APPROACH

Our mixed fleet deployment approach is based on rider metrics, the understanding of use cases, and extensive familiarity with San Diego's population, culture, and topography. As mentioned above, we expect riders to choose e-bikes and seated scooters for longer trips. Therefore, we'll deploy these modes strategically, analyzing the ridership data, ensuring we don't interfere with bike shop rentals and making changes to provide meaningful connections to transit and high demand areas. We will analyze and present ridership trends to the City regularly, ensuring our mixed fleet meets riders' needs while equitably serving San Diego.



v2 Standing E-Scooters

In 2022, we will scale to a minimum of 1,550 standing e-scooters. **Our scooters will be equipped with Pedestrian Defense technology** to adhere to local regulations and provide the most accurate vehicle detection and incident prevention. **San Diego will be among the first cities in the world to receive a full PD fleet.**



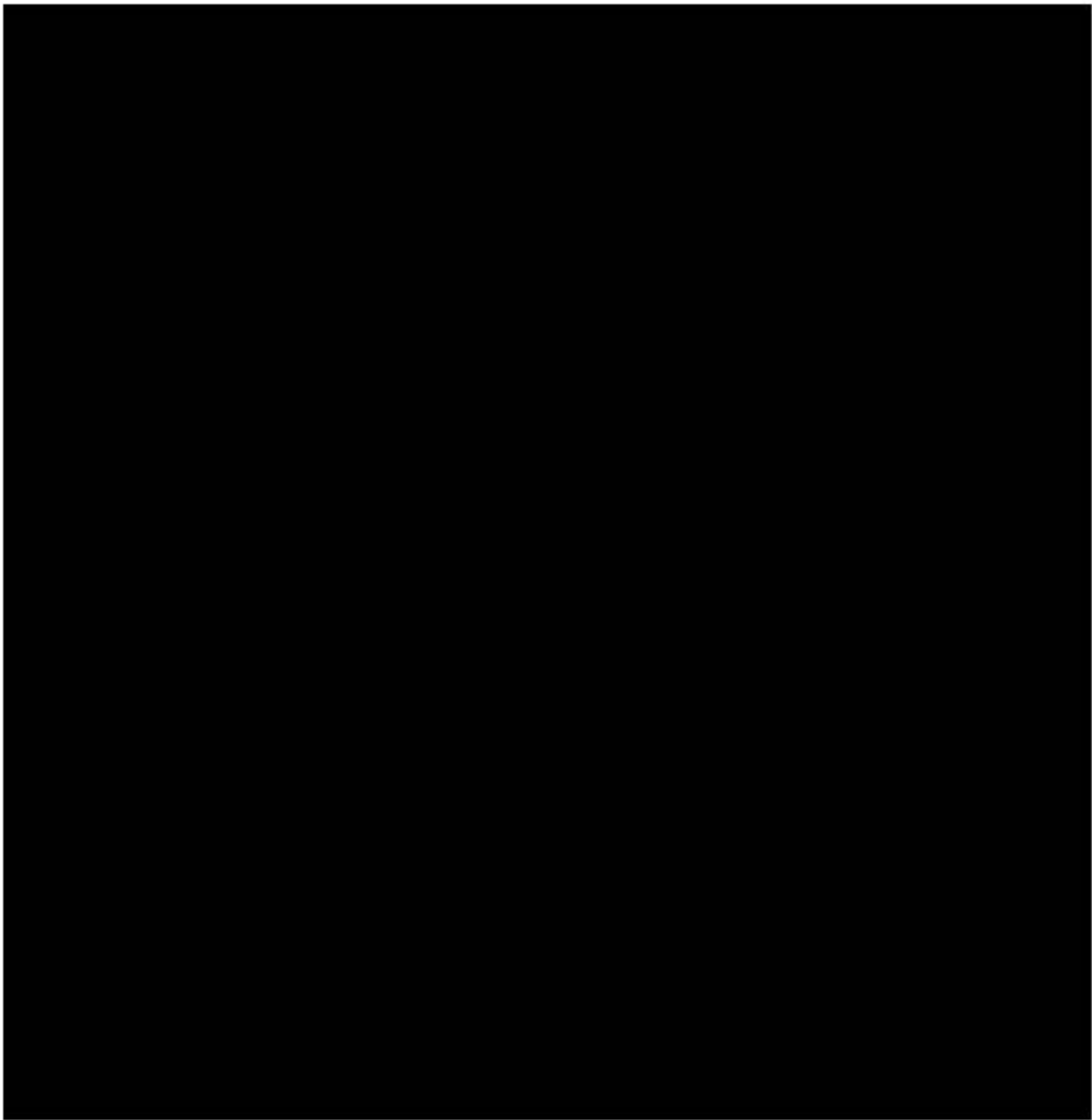
Seated E-Scooter

Starting in February 2022, we are introducing at least 150 seated e-scooters with baskets to our San Diego fleet. This will further expand access to our scooters, and **exceeds the City's 5% goal for adaptive vehicles.** Our seat is modular, which allows us to easily add seated scooters to our fleet as demand permits.



E-Bike

In 2022, we plan to introduce at least **300 e-bikes into our fleet**. If the permitted fleet size increases in the forthcoming years, we would plan to use up to 50% of our permitted fleet to e-bikes during the term.



Adaptive Vehicle Library Fleet



Our LINK scooter and the Rick Henry retrofitted for use at the Center for Independent Living on the UC Roberts Campus.

In February, 2022, we're launching our San Diego adaptive vehicle lending library. Based on demand and our partners' capacity to host vehicles, we'll provide **5-10 adaptive vehicles** in our operations center and community hubs. Our goal is for each adaptive vehicle to be used once daily. We will partner with the **City's ADA Compliance and Accessibility office**, **Therapeutic Recreation Services** and organizations such as the **Paralyzed Veterans of America** to measure program effectiveness.

ENHANCED UTILIZATION AND MANAGEMENT OF MIXED FLEETS

We will maintain a steady fleet size and work in partnership with the City to ensure that the fleet mix changes appropriately throughout the contract term to meet the program's needs. As described in **SECTION J-7**, our low loss rate, rigorous device design, and maintenance protocols ensure consistent fleet size and deployment. Even so, San Diego's "healthy ratio" of scooters to bikes is not yet established, and we can help sort this data. We'll use our fleet management tools, *Wrangler* and *Zoda*, to cross-analyze demand and end use patterns, incorporating factors such as traffic and weather. We will implement these strategies to inform a healthy mixed fleet ratio and:

Promote seated scooters and e-bikes for specific trip types, including in City Heights and Uptown where origins for longer trips and hilly terrain are more common.

Track use patterns to add or remove seats on our modular seated scooter. This retrofit makes our fleet more sustainable, reusable, and flexible.

Encourage riders to try different device types through business operations, including:

1. Bundled pricing options, such as subscription passes and discounts.
2. In-app incentives (i.e. "Enjoy \$5 off your next trip when you ride and review our new e-bikes and seated scooters").
3. Collaboration with disability advocacy and disability rights organizations to elevate awareness of new modes at community events, promote opportunities, and assess demand patterns.

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.

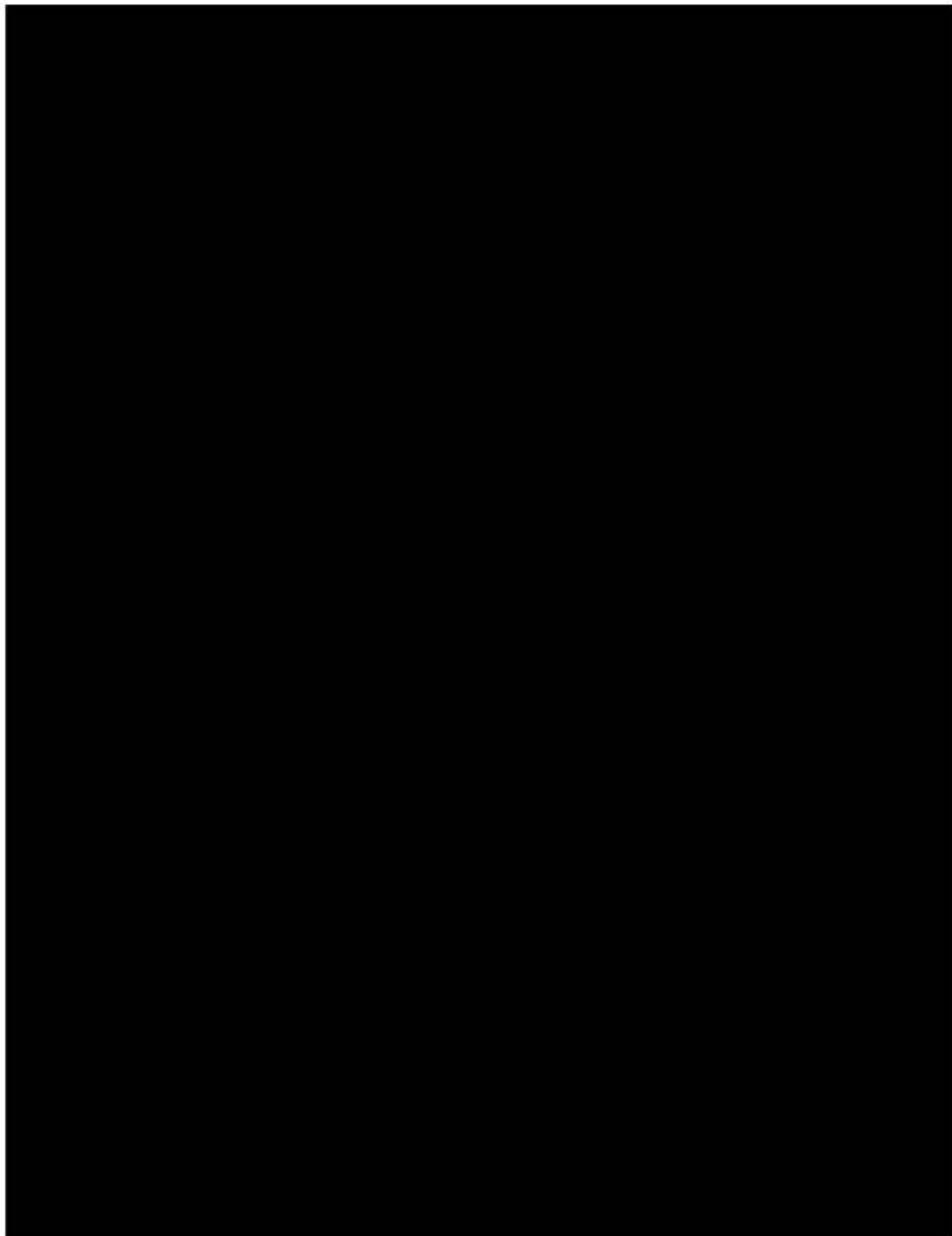
"LINK scooters are a premium ride. Designed for ease of use. Wide deck, speeds that get you where you want and solid build. Such a higher level of excellence than others."

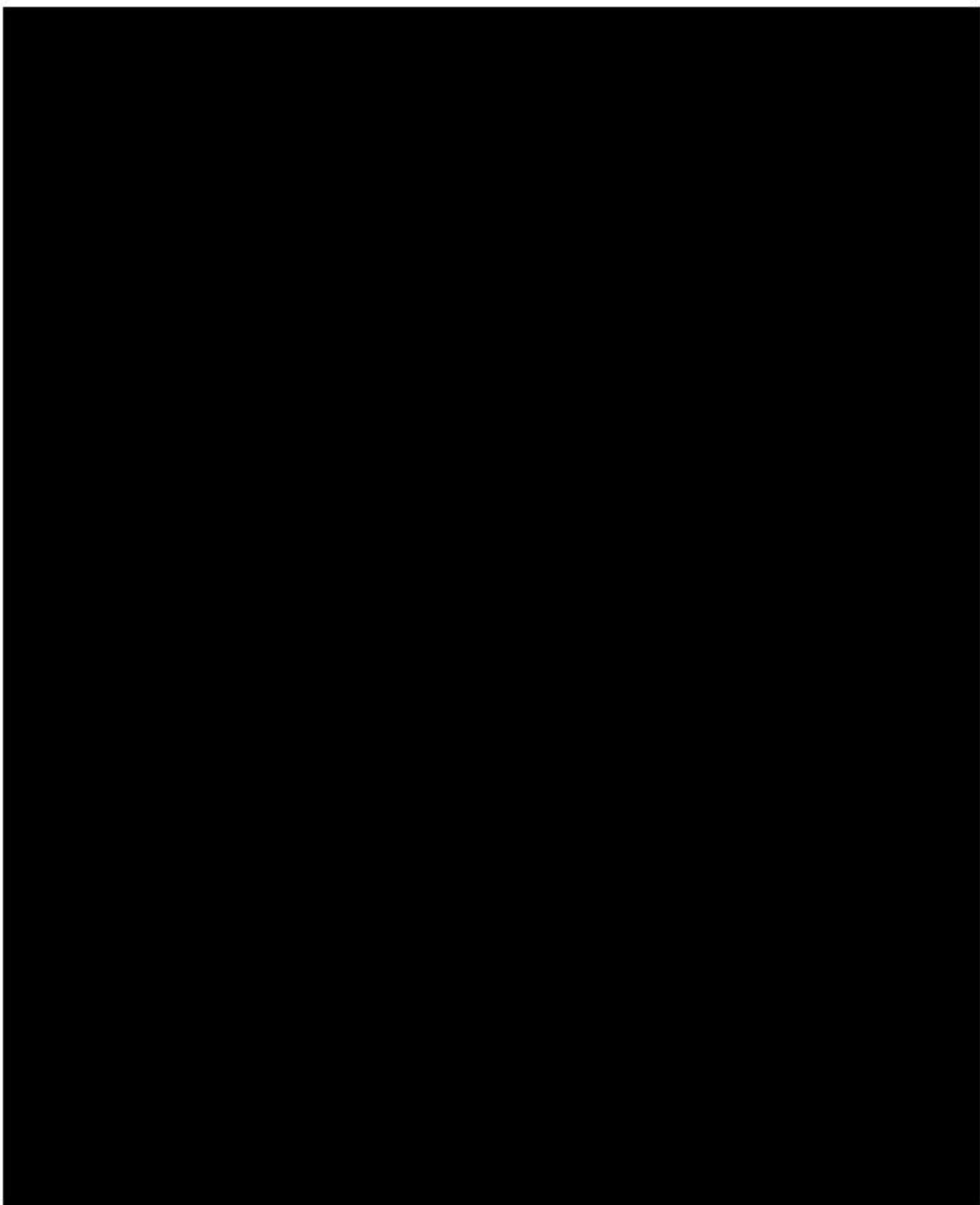
San Diego Rider, January 2022

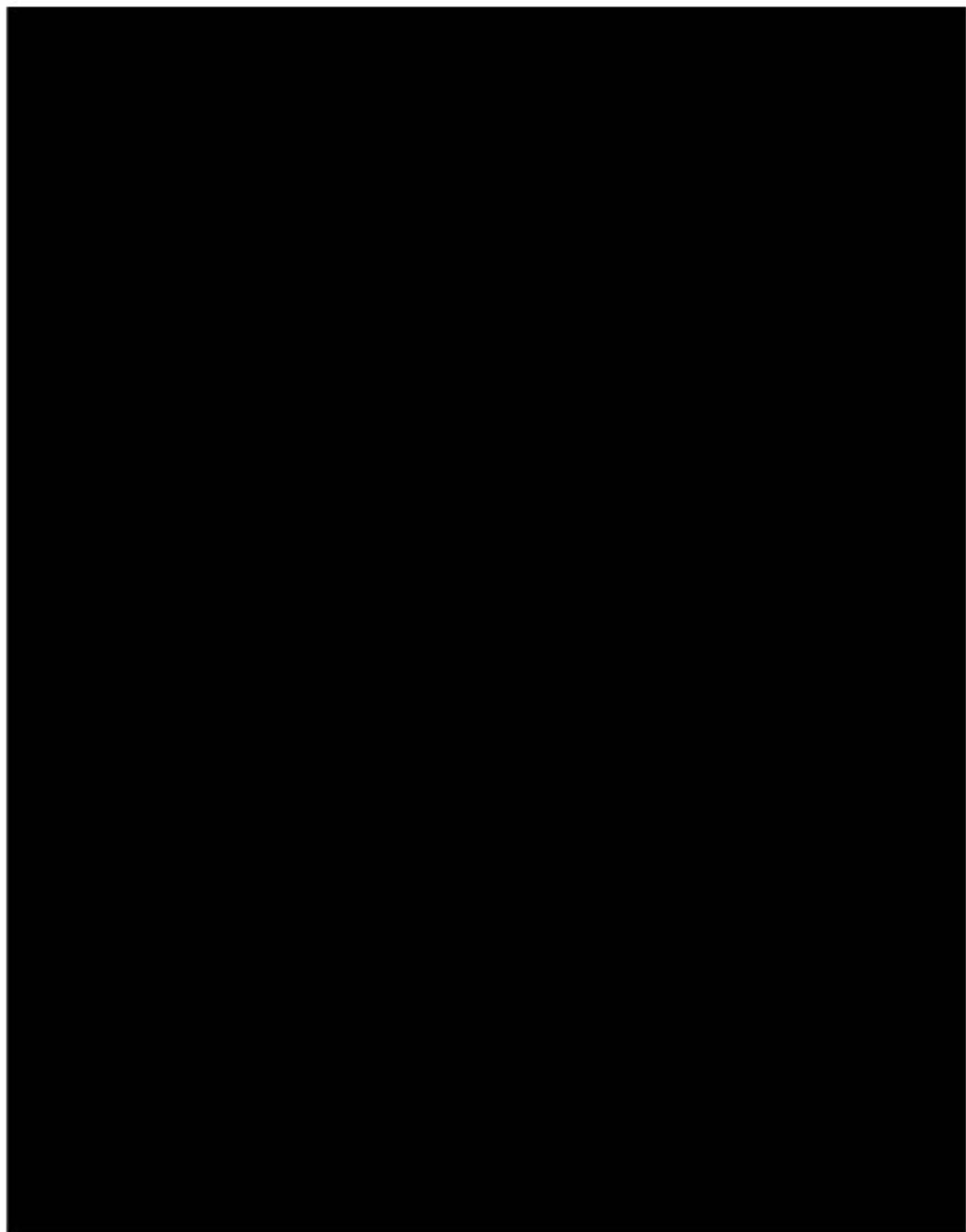
DEVICE REQUIREMENTS

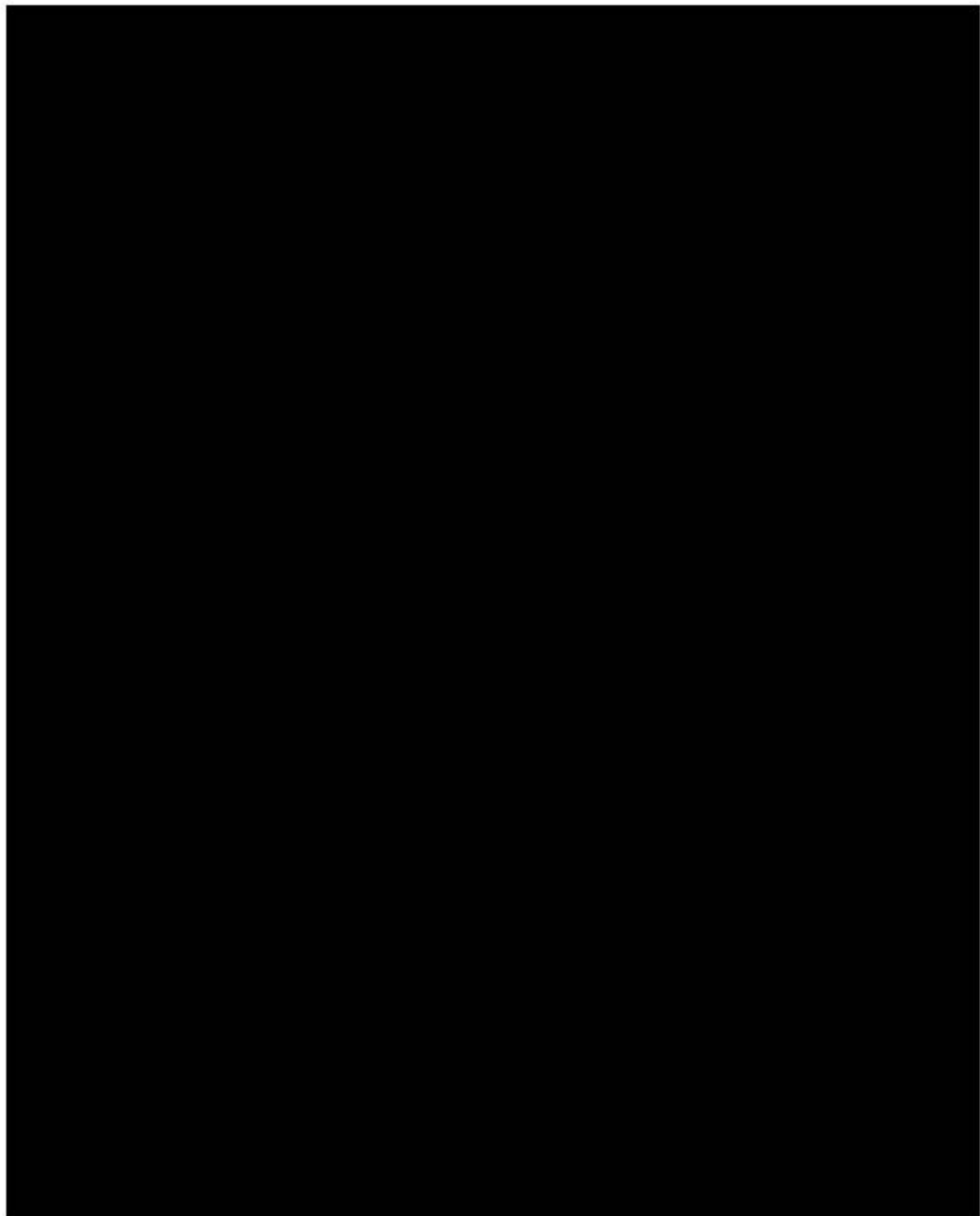
Type	LINK v2 E-Scooter	Seated E-Scooter	E-Bike	E-Cargo Bike
Speed Per City regulation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Safety				
Hand Brakes Dual front & back	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Front Light (White) Min. 500 ft. visibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Rear Light (Red) Min. 500 ft. visibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Side Reflectors Min. 500 ft. visibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Safety Maintenance 24/7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Communication/GPS/Device Identification				
GPS Technology	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Geofence Technology	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wireless Access, Cell Signal, Unrestricted Public Access	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Device Unique ID 4-6 digits, 88 pt. font on stem, both sides	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sidewalk Detection Technology	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

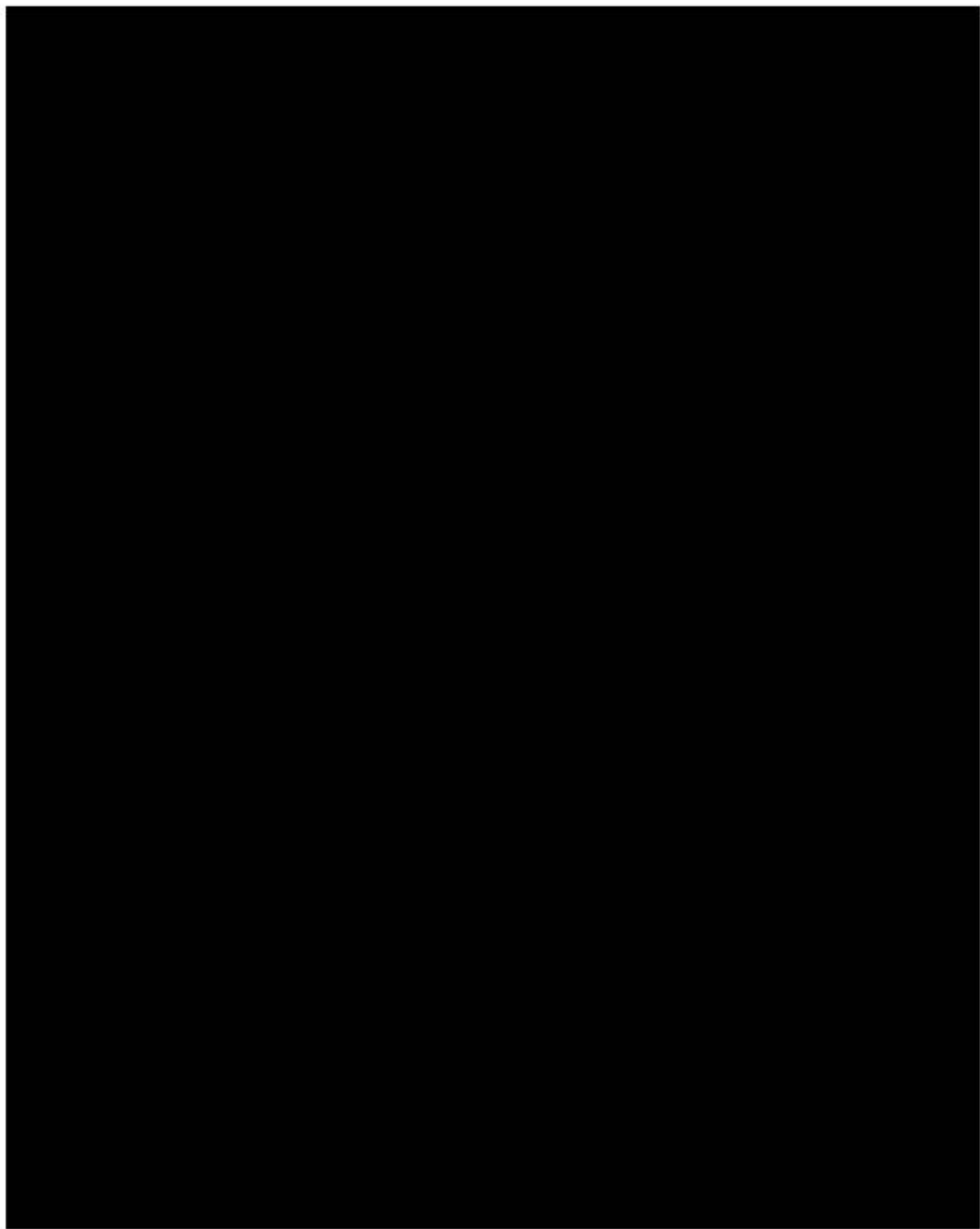
OUR DEVICES ARE 100% COMPLIANT

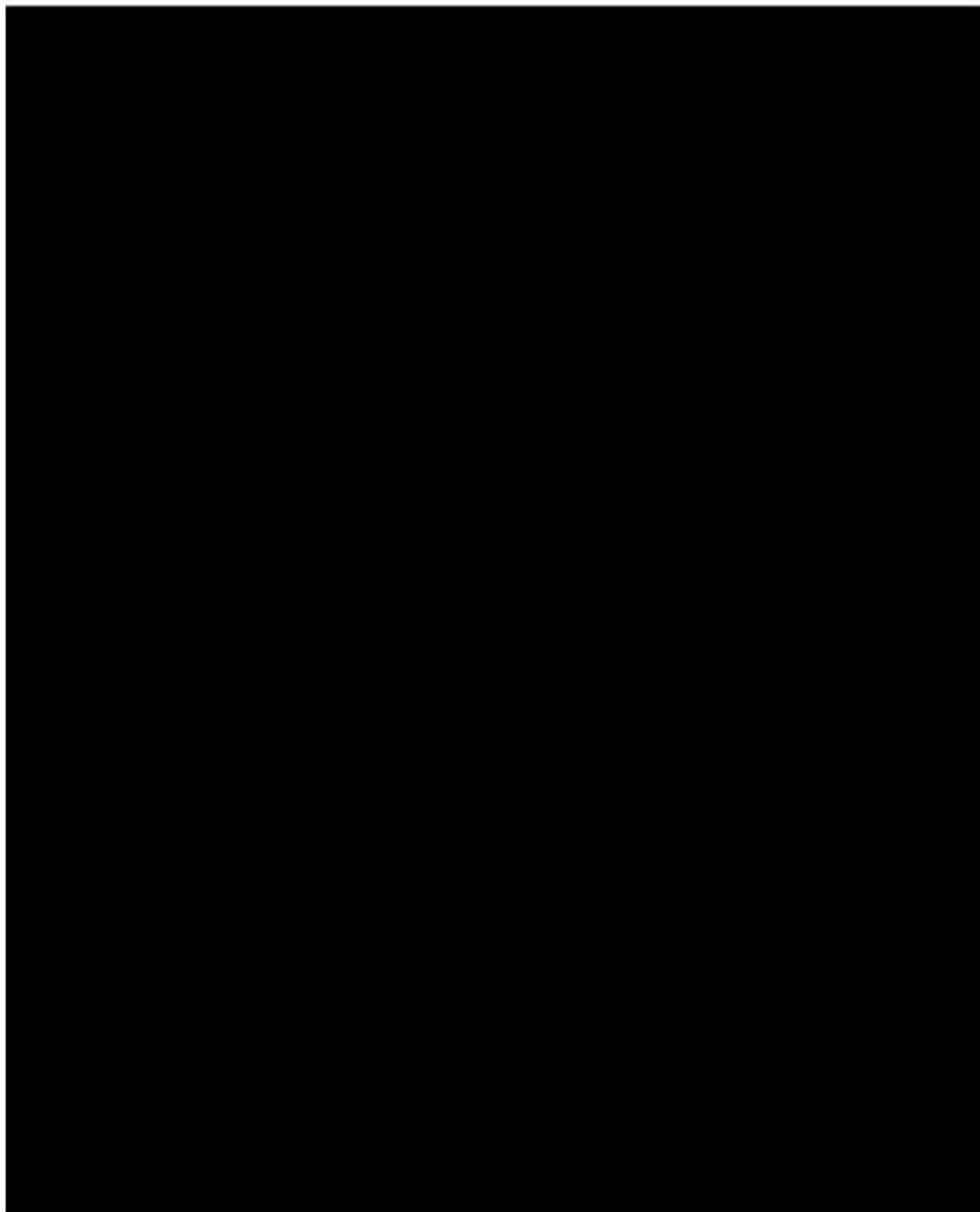












San Diego Launch (April 2022)

Pedestrian Defense's centimeter-level mapping and motor integration allows us to customize enforcement actions to a range of unsafe riding behaviors. These are informed by the intricacies of San Diego's streets, infrastructure, and possible edge cases. We are mapping San Diego for Pedestrian Defense enforcement now, using the City's open streets data and additional third-party mapping resources. For example, we've cross-analyzed vehicle collisions from 2020 onward involving pedestrians. **Most occurred on major thoroughfares** rather than in specific neighborhoods such as Downtown. This data-driven approach has shifted our deployment strategy from mapping high-density neighborhoods first to prioritizing major streets across the city, incorporating additional corridors over time.

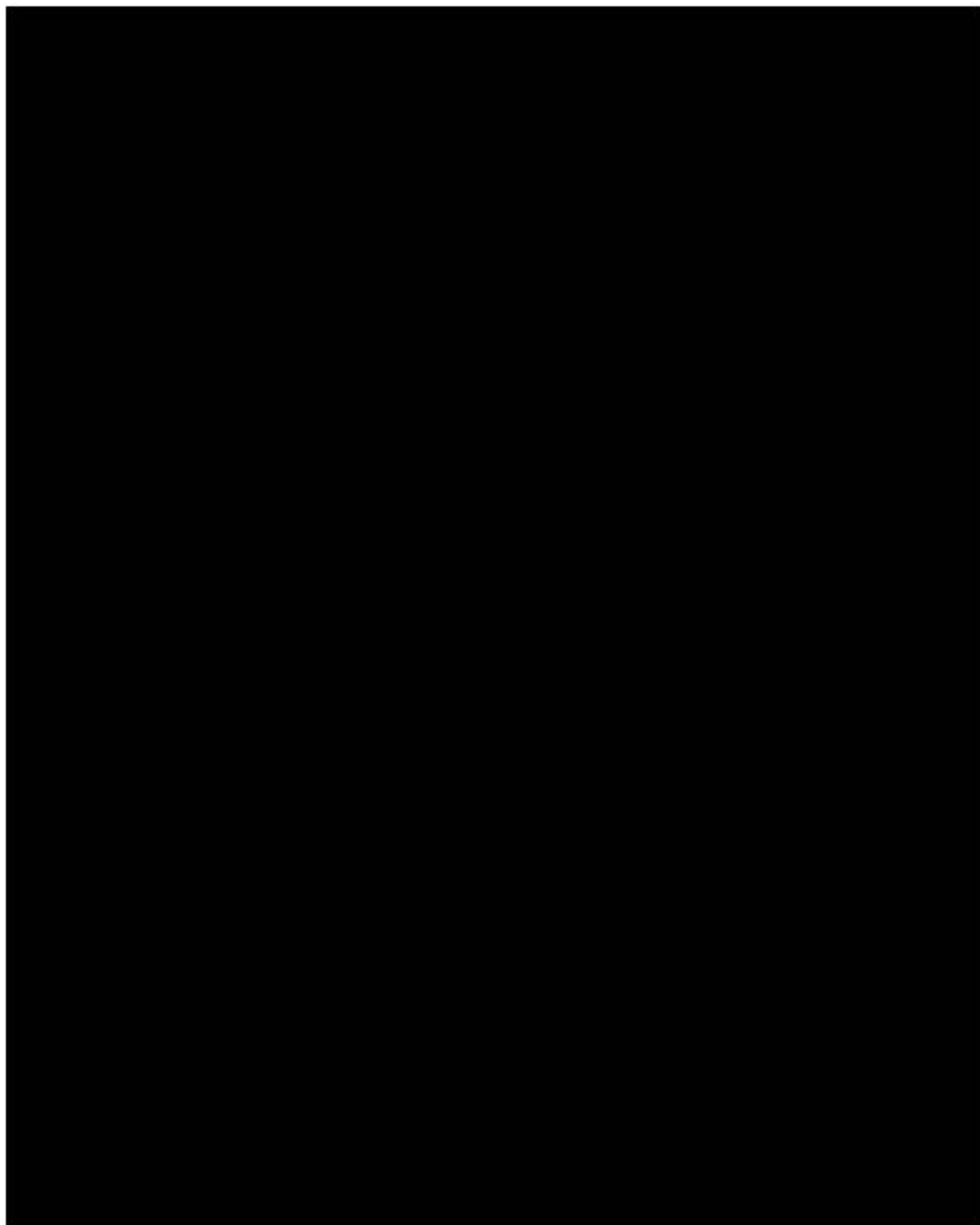


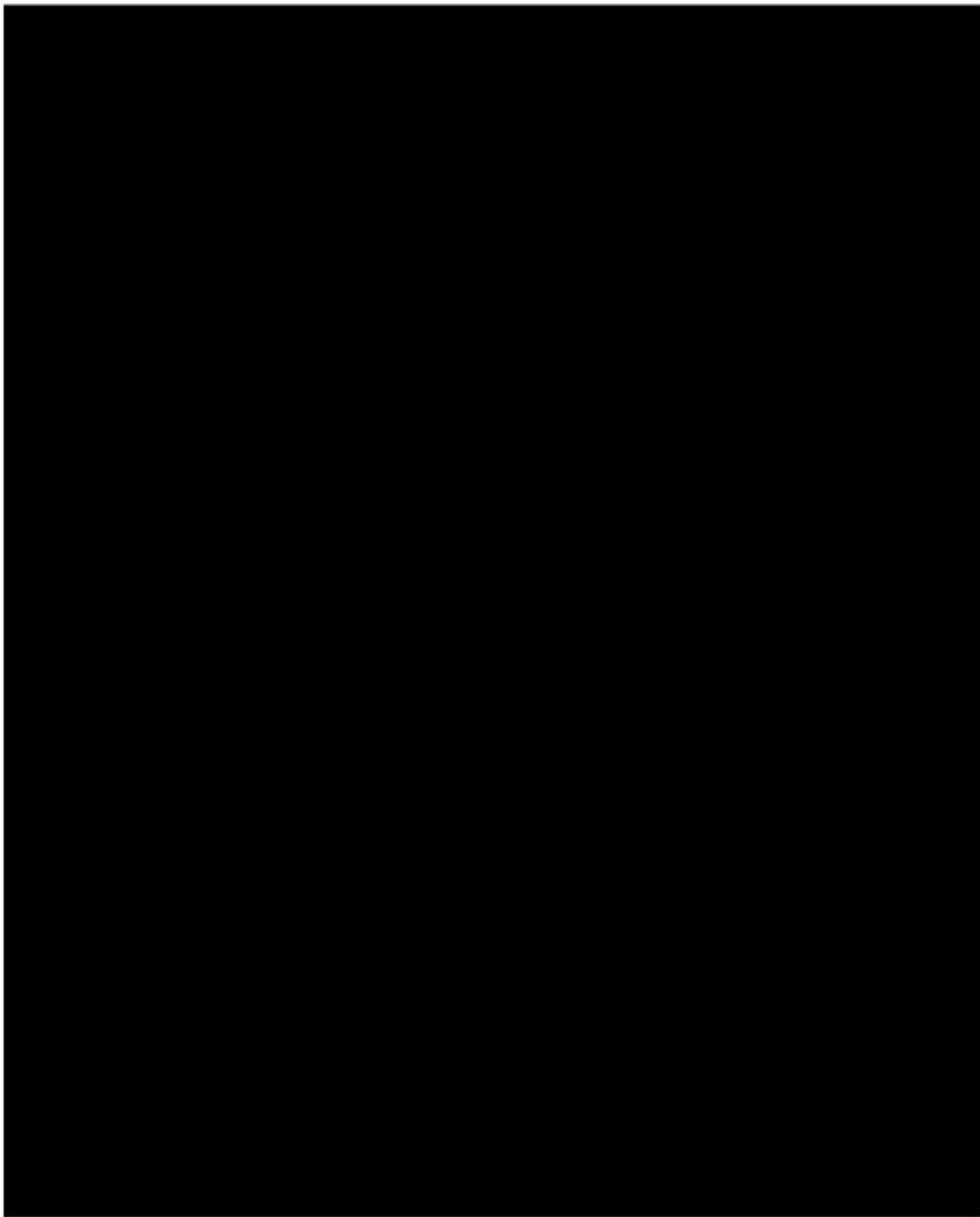
We are excited to announce:

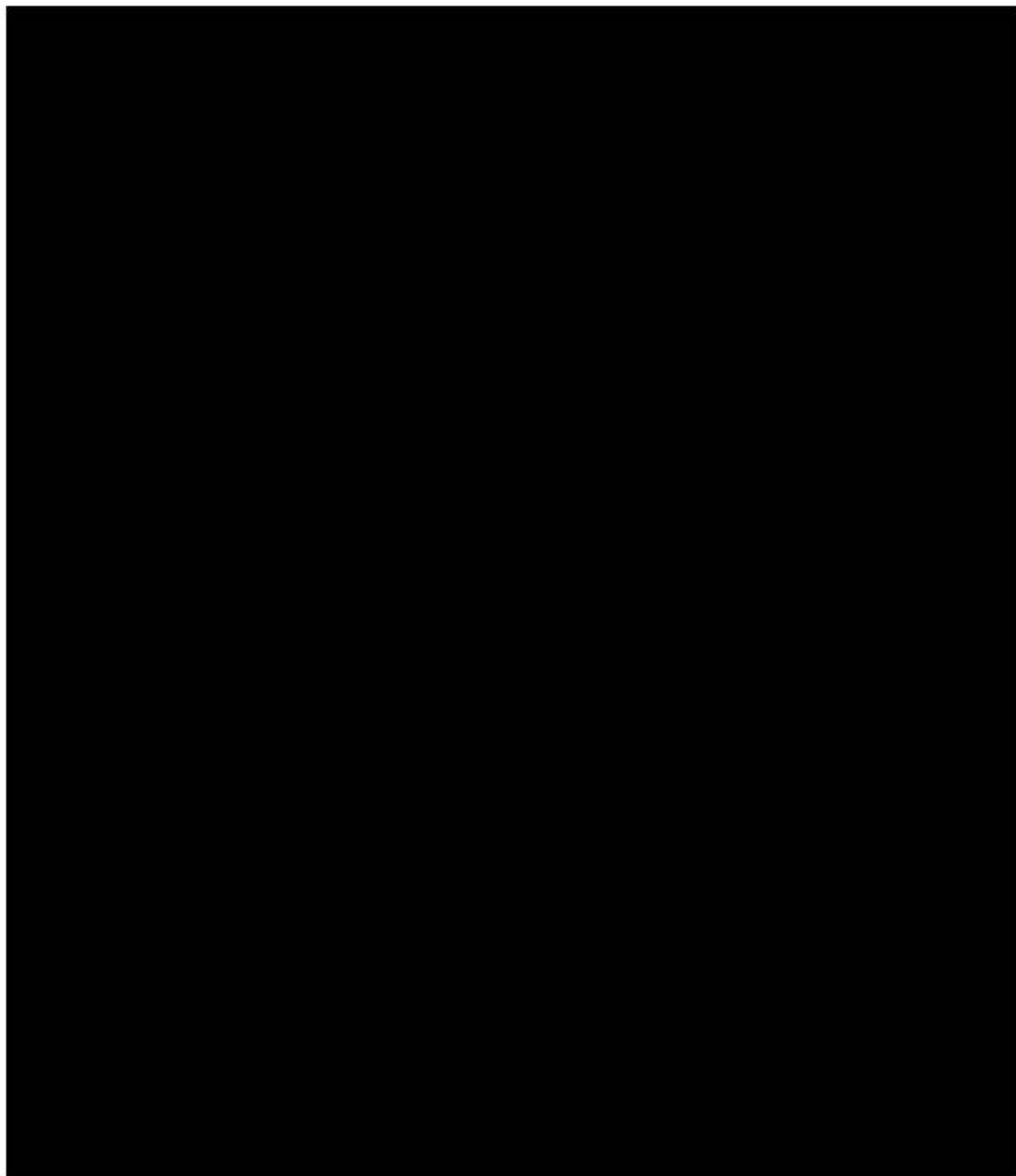
San Diego will be the first city in the world to receive Pedestrian Defense scooters!

As we launch Pedestrian Defense across the U.S., we've prioritized San Diego to properly address the City's RFP requirements and new municipal code amendments. San Diego will benefit from features such as accurate sidewalk and virtual on-street corridor detection. We've outlined our pre-launch (in progress), launch, and expansion framework for Pedestrian Defense mapping in San Diego below, including the completed process steps:

- Data collection and aggregation
- Analytics on current usage and theft/vandalism
- Identification of areas of interest
- Deployment strategy (timelines, areas)
- Mapping refinement and testing







On-Device & In-App Alerts in Geofenced Areas

With the most precise, centimeter-level geofence technology available, Superpedestrian works closely with the City of San Diego to identify areas with high use of shared paths and sidewalks, especially for vulnerable pedestrians. When a rider enters a geofenced zone, the scooter's LED light flashes and the scooter beeps. An in-app notification alerts the rider of the restricted zone and instructs how to proceed (see screenshots below).

In-App Zone Restrictions



No Ride Zones

Devices gradually slow to a stop. Riders are prohibited from ending their ride and are prompted to return the device to the service area.



No Parking Zones

Riders may travel freely in the zone, but parking is prohibited.



Slow Ride Zones

The top speed is restricted to a defined limit. In highly congested areas, we limit the vehicle speed aligned with the average pedestrian walking speed.



Temporary Geofences

We create temporary No Ride, Slow Ride, and No Parking Zones. This includes restricted areas and temporary event parking (CicloSDias event shown above).

Establishing & Communicating Zone Restrictions

We use geofenced zones to uphold local regulations, promote safe riding, prevent improper parking, and satisfy community requests. Our lead time to establish a new geofence is one (1) business day for standard requests and within one (1) hour or less for urgent requests. In San Diego, we proactively institute these zones where riding and/or parking can lead to dissatisfaction, an environmental concern, or a safety hazard. Examples of current zone restrictions are below.

No Ride Zones	No Parking Zones	Slow Ride Zones	Temporary Geofences
<ol style="list-style-type: none"> 1. MLK Promenade 2. The Embarcadero Pedestrian Walks 3. Piazza della Famiglia 4. Ocean Front (Boardwalk) 5. Bayside Walk 6. South Shores Boat Launch 7. La Jolla Shores Boardwalk and Park 8. Petco Ballpark Zone 	<ol style="list-style-type: none"> 1. Mission Bay's various bridge systems 2. Harbor Island 3. Paradise Point Hotel (direct request) 4. A vast majority of the Waterfront including the Convention Center 5. All piers and boardwalks 6. At many private residences or businesses 	<ol style="list-style-type: none"> 1. Balboa Park 2. 5th Avenue 3. Liberty Station 4. Night-time slow riding (optional): To increase safe riding at night, we can work with the City to establish slow ride zones in areas such as the Gaslamp District after 9 pm. 	<ol style="list-style-type: none"> 1. Padres Games 2. CicloSDias 3. Comic Con 4. December Nights 5. Various Farmers' Markets