

Capitol Region Council of Governments (CRCOG)

REQUEST FOR PROPOSALS: CRCOG Regional Shared Micromobility Services

RFP Schedule:

Questions Submitted by: May 7, 2024, 5 PM

Addenda Issued By: May 13, 2024

RFP Proposal Deadline: May 20, 2024

SUBMITTALS MUST BE RECEIVED BY 12:00 p.m. EST

In-Person Demonstrations (anticipated): May 31, 2024

Final Decision (Tentative): June 7, 2024

Submit Proposals to:

Capitol Region Council of Governments

Mike Cipriano at mcipriano@crcog.org

Subject Line: 2024 Micromobility RFP Response

CRCOG Regional Shared Micromobility Services Request for Proposals

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1. Background and Intent

1.1. Vision + Overview

The Capitol Region Council of Governments (CRCOG) is a Regional Council of Governments consisting of 38 towns in the Hartford region, created under Section 4-124i through 4-124p of the Connecticut General Statutes as a voluntary association of municipal governments. Additionally, CRCOG administers the Capitol Region Purchasing Council (CRPC) and has a framework of providing services aimed at increased efficiency and cost-savings to more than 90 additional communities throughout the State of Connecticut.

Through these mechanisms, CRCOG is seeking to select a micromobility operator who can serve interested municipalities in the CRCOG region. CRCOG envisions a large-scale regional private micromobility system that is provided at no cost to the municipalities, which offers residents, visitors, students and employees a convenient and affordable way to ride seamlessly within and among the Participating Communities, as applicable. This regionalized approach to micromobility implementation is designed to encourage seamless service across the borders of Participating Communities and to streamline local procurement and contracting efforts, which will allow greater flexibility for communities seeking to pilot micromobility in the future.

CRCOG is seeking the services of a **single** Vendor who can provide a micromobility system that most wholly provides for the goals articulated below. Further, it is the preference of CRCOG and the above cities to select a vendor who can provide a variety of mode types, including standing and seated scooters and pedal or ebikes. Please note, CRCOG may elect not to award a contract to any Vendor should it not receive a suitable proposal. The initial contract term is proposed for three (3) years, with up to three (3) one-year extensions.

At the time of writing, CRCOG has commitments from the cities of Hartford and New Haven to work with the selected CRCOG vendor to establish exclusive micromobility programs in 2024. The city of New Britain plans to engage the vendor to assess the feasibility of a pilot program in 2025. All told, the selected vendor should anticipate an initial total fleet of approximately 1200 to 1500 micromobility vehicles, operating exclusively in these Participating Communities. Please note, prior RFP processes and conversations have indicated multiple other CRCOG communities that are potentially interested in participating as well.

Vendors are being asked to design, build, operate, maintain, manage, and market a modern smart micromobility system. This system will enable the public to access shared vehicles from publicly-accessible locations and return them to another location as an extension of the public transportation system and as a new mobility option for residents and visitors to our communities. The ideal system would take advantage of the region's public transportation (notably *CTfastrak*, *CTrail*

Hartford Line stations, and priority transit corridors) and trail network, where feasible. The Participating Communities plan to employ either a fully-dockless or hybrid micromobility model, wherein dedicated parking zones may be incentivized or mandatory in sensitive areas. Please note, Participating Communities may ask the selected Vendor to support corral installation to expedite program launch and offset expenses.

The preferred system will be provided by the Vendor at no cost to the Participating Communities. All consumer pricing (the end user renting a bicycle from the system) should be reasonable, and Participating Communities expect the selected vendor to have strong programming in place to make the service affordable for lower income members of the community. It is expected that special program discounts will be available via an established program offered by the Vendor to provide reduced rates to qualifying individuals.

To help ensure system success, the initial group of Participating Communities (Hartford, New Britain, and New Haven) have committed to not charging the selected Vendor a permitting or per-trip fee. Exceptions to this may include costs for any Encroachment Permits and may include, at a future date, the option for CRCOG to collect a nominal administration fee after the first year based on the number of participating communities. Future Participating Cities may choose to charge permitting or encroachment fees. In sum, CRCOG does not anticipate government-related fees to exceed \$5,000 per year.

It is important to note that the Participating communities will eventually work directly with the selected Vendor to establish specific operating guidelines, such as fleet sizes, response SLAs, parking and geofence requirements, and so on. The purpose of this RFP is to solicit proposals that provide a reasonable basis to determine the most advantageous partnership for the Capitol Region Council of Governments and to current and potential Participating Communities. The proposals should contain comprehensive and effective solutions designed to achieve CRCOG's objectives as stated in this RFP. The selected vendor will enter into a contractual relationship with CRCOG, and then this vendor will work directly with the municipalities to establish an additional contractual relationship governing the program. An example of the "Scope of Work" contract is provided in Exhibit B.

1.2 Local Micromobility History + Utilization Data

CRCOG has been involved in shared micromobility since 2014, when we commissioned the first study on bikeshare feasibility. More broadly, CRCOG region has had varied experience with micromobility programs in the past decade. Earlier iterations of these programs, including a small bikeshare program in New Haven and a dockless pedal bike system in Hartford had mixed results for both vendors and the cities they served. However, the maturation of the industry led to better returns for all involved.

In 2019, CRCOG and the City of Hartford successfully issued a regional RFP for shared micromobility. Initially awarded to Zagster, the contract was later assigned to Superpedestrian and the switch to

scooters was formalized. From April of 2021 through December of 2023, the micromobility company Superpedestrian operated a very successful program in Hartford. After securing a contract with CRCOG and establishing a Scope of Work with the City of Hartford, Superpedestrian launched a dockless program in the Capital city on Earth Day, 2021. Featuring a fleet of 500 standing and seated scooters, the Hartford program saw nearly 500,000 trips in under 3 years, with a system-wide utilization rate between 1.25 and 2.0 trips per vehicle per day (TVD) when averaged across the year. During weekends with events and good weather, Hartford's system regularly experienced upwards of 4,000 trips a day. In late 2023, Superpedestrian was working with New Britain to establish a pilot program that would build on this success. However, before these plans could come to fruition, Superpedestrian announced the closure of North American operations.

While multiple communities expressed potential interest during the initial 2019 RFP process, other communities were slow to join the City of Hartford and expand the system. Committed to regional expansion, CRCOG commissioned an update to a 2014 study in 2021, the Regional Micromobility Feasibility Study. The updated study can be found https://crocog.org/wp-content/uploads/2022/10/CRCOG-Micromobility-Feasibility-Report_-_FINAL.pdf.

1.3 Eligible, Committed Participating, and Interested Communities

Eligible Communities are any of the 38 CRCOG cities and towns as well as all cities and towns participating in the Capitol Region Purchasing Council (CRPC), which includes an additional 117 municipalities. In addition, municipalities have the option to join the CRPC at any time. The cities and towns that have committed to opening a micromobility system at this time are as follows: Hartford, New Haven, and New Britain (2025). The cities of Manchester, Newington, and East Hartford have expressed some interest in micromobility in the past 18 months. Finally, other towns expressed interest in the original 2019 bikeshare RFP, including Berlin, Bloomfield, Canton, East Hartford, East Windsor, Farmington, Glastonbury, Granby, Newington, Rocky Hill, Southington, Vernon, West Hartford, Wethersfield, Windsor, and Windsor Locks.

2. RFP Process

2.1 Procurement Overview

This procurement process involves the following actions: this Request for Proposals, Receipt of Proposals, Evaluation of Vendors and Technical Proposals, Product Presentations / Interviews, Determination of Award(s), Contract Execution, Local Scopes of Work, Program Implementation, Contract Extensions (Anticipated).

While it is the intention of CRCOG to award a contract by way of this procurement, CRCOG reserves the right to cancel all or any part of this solicitation or decide not to award any contract.

All proposals submitted in response to this solicitation are to be the sole property of CRCOG and shall be subject to the provisions of section 1-210 of the Connecticut General Statutes (re: the Freedom of Information Act).

2.2 Schedule

Please see the schedule detailed on the cover page of this RFP.

2.3 General Submission Requirements

Digital proposals, in accordance with the format prescribed below, will be received by the Capitol Region Council of Governments, until 12:00 p.m. EST on Monday, May 20, 2024. Any responses received after this date and time shall be rejected. Proposals shall be sent to Mike Cipriano at mecipriano@crcog.org with the subject line of "2024 Micromobility RFP Response" to ensure that they are recorded in connection with the correct solicitation.

Note that the submission of any proposal indicates acceptance by the respondent of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

2.4 Proposal Format

Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of the RFP may be disqualified. Written proposals should include, at a minimum, the following information in the order requested:

- 1) Cover Letter. A letter signed by an officer of the firm or individual, binding the respondent to all of the commitments made in the proposal. The cover letter should be addressed to Caitlin Palmer, Director of Regional Planning and Development, Capitol Region Council of Governments, 350 Church Street, Hartford, CT 06103.
- 2) Contact Information. The name, address and contact information of the respondent submitting the proposal. Please include telephone, email and website address.

- 3) References. Vendor must provide minimum 3 references from currently operating programs, preferably in North America. Reference information must include contact information for the most relevant program manager, and details on key relevant items, such as length of operation, total fleet size, and average ridership. We encourage Vendors to make their references aware that CRCOG is likely to contact them during the evaluation period. (2 page limit)
- 4) Vendor Proposal. Response to Section 3 of this RFP. (40 page limit)
- 5) Proposed Subcontractors. Note that the successful respondent will assume sole responsibility for the system as required in this RFP. CRCOG will consider only one individual/company as the sole point of contact with regard to contract matters, whether or not subcontractors are used for one or more parts of this project. Respondents who intend to subcontract one or more elements (operations, maintenance, etc.) of the system to other firms/individuals shall identify those elements to be subcontracted and the subcontractor. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties, after contract award without the written consent of CRCOG. The selected Vendor shall be fully responsible to CRCOG for the performance, finished product, acts, and omissions of its subcontractors and persons directly or indirectly employed thereby.
- 6) Response Page. See Attachment A.
- 7) Non-Collusion Statement. See Attachment B.
- 8) Equal Employment Opportunity and Minority/Female Business Enterprise Certification Form. See Attachment C.
- 9) Organizational Conflict of Interest Statement. See Attachment D.

2.5 Questions and Addenda

Vendors will be required to submit in writing, via email to mcipriano@crcog.org, any questions and inquiries they have pertaining to the RFP. These include any questions about ambiguities, inconsistencies, interpretation, clarification or possible errors within the RFP. All questions must be submitted by 5:00pm Tuesday, May 7, 2024.

No later than 3:00pm Monday, May 13, 2024, CRCOG will issue an Addendum that will be posted on the CRCOG website that will include a written summary of the questions posed with answers provided. CRCOG will not provide, authorize, or honor any alleged oral responses that have not been documented via an addendum. In special cases, CRCOG staff reserve the right to post clarifying information in the form of an addendum outside of the aforementioned timelines.

It is the responsibility of each respondent to determine whether any addenda have been issued and to respond appropriately in their submittal.

2.6 Corrections, Modifications

Informalities that the CRCOG determines in its sole discretion are minor informalities e.g. minor deviations, insignificant mistakes, and matters of form rather than substance, will be waived or the Vendor will be allowed to correct them.

2.7 Selection Process

Proposals will first be evaluated by CRCOG staff to ensure minimum qualifications have been met. All proposals which meet baseline requirements will be evaluated by an Evaluation Committee selected by CRCOG. Committee members will independently review all Vendor Proposals and evaluate them based on the evaluation criteria described in Section 2.8, below. Each committee member will assign a rating to each proposal. CRCOG will then convene the Committee to review their evaluations and arrive at agreement on composite ratings for each proposal.

Once composite scores have been assigned, CRCOG anticipates selecting the highest scoring Vendors and arrange for an in-person vehicle demonstration, anticipated date of May 31, 2024. Vendors will be asked to demonstrate hardware and software capabilities that have been outlined in their respective proposals. More specific details on demonstration scoring will be provided at a later date.

Once in-person vehicle demonstrations have been scored, these scores will be added to the proposal scores to create a final composite score. The highest scoring Vendor will then be selected for award. The Committee may award contracts to more than one Vendor if it determines that such an award will best serve the intent of this RFP and the interests of the communities, but otherwise expects and prefers to award one contract.

2.8 Evaluation Criteria

CRCOG desires to award a contract to the Vendor who demonstrates the ability to provide a regional no-cost micromobility system that is the most advantageous partnership for CRCOG and Participating Communities and meets the objectives of this RFP. Vendors will be evaluated on the following criteria as described in this RFP:

Scoring Category	Points
Company Experience, Local Team, Financial Stability <ul style="list-style-type: none">● Company Experience – higher scores will be given for demonstrated long term success in similar cities, proven strategies to drive ridership and build sustainable programs, and other considerations.● Local Team – higher scores will be given for an emphasis on local hiring, demonstrated success retaining staff, and other considerations.● Financial Stability – higher scores will be given for proven business success in similar markets, planned runway to achieve financial viability in CRCOG cities, and other considerations.	25

<p>Hardware, Software, Operations and Maintenance</p> <ul style="list-style-type: none"> ● Hardware – higher scores will be given for a realistic offering of multiple vehicle types, robust theft deterrent mechanisms, unique features to increase safety and decrease complaints, and other considerations. ● Software – higher scores will be given for well designed user experience, inclusion of effective safety-enhancing tools, convenient issue reporting, and other considerations. ● Operations – higher scores will be given for well-distributed operations coverage, shorter response times for complaints, proven mechanisms for tailoring deployment to increase ridership, and other considerations. ● Maintenance – higher scores will be given to maintenance plans with more frequent vehicle checks and robust tracking of maintenance needs specific to this program, and other considerations. 	25
<p>Equity, Safety, Customer Service, Pricing</p> <ul style="list-style-type: none"> ● Equity – higher scores will be given for a commitment to equity in pricing, distribution, hiring, and other considerations. ● Safety – higher scores will be given for demonstrating a commitment to localizing safety programming, tools that positively impact riding and parking behavior, and other considerations. ● Customer Service – higher scores will be given for user-friendly service for riders and nonriders, proven strategies for acting upon legitimate community feedback, localized training to equip customer service staff with context wherever possible, and other considerations. ● Pricing – higher scores will be given for providing clarity on pricing expectations for named Participating Communities at launch, providing discounted pricing for bulk ride purchases or membership rates, demonstrating a willingness to pursue alternative revenue streams (advertising) to stabilize costs for riders, and other considerations. 	25
<p>Data Reporting and Privacy</p> <ul style="list-style-type: none"> ● Reporting – higher scores will be given for providing effective data tools for CRCOG and its Participating Communities, supporting infrastructure investments through visualized data, and other considerations. 	15
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Those Vendors who are asked to participate in an in-person demonstration will have the opportunity to score up to an additional 30 points, based on the substance of their demonstrations. More specific details about the in-person demonstration will be provided at a later date. At the conclusion of the in-person demonstration, the demonstration scores will be combined with the proposal scores to create a final composite score. The highest final composite score will be selected for award.

2.9 Contracts

It is anticipated that three types of legal documents will be established:

The **Primary Contract** between the selected Vendor and CRCOG, awarding the contract per this RFP. A sample copy of CRCOG's standard contract can be found in Exhibit A of this RFP. CRCOG will make all reasonable efforts to award contracts immediately following the Final Decision date stated above.

This RFP document, any Addenda issued, and all included forms and requirements, and Vendor's proposal will be incorporated by reference into any resulting contract.

A **Side Letter Agreement** between CRCOG, the selected Vendor, and individual Participating Communities will also be executed (i.e. if there are three Participating Communities, there will be three separate Side Letter Agreements). A Template Side Letter Agreement has been included as Exhibit B of this RFP.

Lastly, the Vendor will work with each Participating Community to create City/Town-specific **Scope of Work(s)** discussed below in Section 2.10. An example of this is provided in Exhibit B.

2.10 Authorization to Proceed

Upon receipt of signed contracts from the Vendor, CRCOG will return executed copies of the contract, upon which the Vendor will be authorized to proceed. Thereafter, with all other necessary agreements in place, the Vendor shall work with the Participating Communities to complete a Scope of Work and develop and implement a project plan with each community.

3. Vendor Proposal

Please read the following subsections and questions carefully, as they are reflective of the key needs of our Participating Communities. We expect vendors to offer a proposal that answers these questions in full to the best of their abilities. Proposers may choose any format they prefer for this section, and questions do not need to be answered in the order they are presented here, but CRCOG expects vendors to address the substance of each in their proposals. Please include graphics and visuals where appropriate. Please limit your responses to this section to 40 pages.

Important: when responding to questions below, please be specific about your ability to offer proposed solutions for this proposed program. CRCOG is seeking a Vendor who will be upfront and candid about offerings for a program of the size and scope that has been discussed above. For example, if your proposal includes information about ebikes, CRCOG will expect ebikes to be part of the hardware package offered to Participating Communities. Wherever possible, please provide examples from programs with similar characteristics (size, climate, etc.).

3.1 General Experience

The Vendor must have at least two years of experience providing micromobility systems that operate in the public right of way. Experience with systems that cross multiple jurisdictions, public sector clients, and North American experience are preferred. In your proposals, please provide:

- 3.1.1 - Length of time providing micromobility operations, and length of corporate operations (if different);
- 3.1.2 - Total number of systems currently operating worldwide and in North America specifically;
- 3.1.3 - Biographies and qualifications of team members who will be responsible for the CRCOG system, including an estimated percentage of time spent on this system (for example, a regional manager may spend 30% of their time on the CRCOG system, while a local operations manager may spend 100% of their time).
- 3.1.4 - Detail on any related or ancillary business operations beyond micromobility (rideshare, food delivery, etc.); and
- 3.1.5 - Please provide specific information on 2-3 systems that would most closely resemble the system being proposed for our region.
- 3.1.6 - Details on process and timing of new system launches under typical circumstances, including average time between contract finalization and system launch. For this question, please assume Participating Communities will want the most expedient system launch possible under reasonable and effective conditions.

3.2 Hardware

The Participating Communities in the CRCOG region have experience with a variety of vehicle types, including pedal bikes, standing scooters, and seated scooters. At this time, it is preferential to select

a Vendor who can offer multiple device types to our Participating Communities, including some combination of standing scooters, seated scooters, and/or ebikes or pedal bikes. Vendors must propose vehicle types that are in accordance with Connecticut state law (more information can be found [here](#)¹). In your proposal, please provide:

3.2.1 - Descriptions of the vehicles your company will make available for rent in the region. Please provide details regarding the equipment specifications, including any key design features, rider weight limits, and other hardware specifications of note. Include screenshots if necessary.

3.2.2 - A summary of how your vehicles may or may not self-diagnose vehicle faults. CRCOG is interested in understanding how hardware technology is being deployed to keep riders safe from hardware malfunctions.

3.2.3 - Descriptions of hardware used to ensure devices remain upright and/or to respond when devices fall over.

3.2.4 - Details on how the Vendor typically uses stickers/decals to communicate safe riding rules and customer service information.

3.2.5 - Details on what if any hardware features you have implemented to curb vandalism and theft.

3.2.6 - Details on parking infrastructure you have provided in other communities, and may provide in the CRCOG Participating Communities, such as painted corrals, bike racks, signage, etc.. Please note, specifics on parking rules and infrastructure will be adjudicated by the Participating Communities. Our goal with this question is to understand what technologies and/or infrastructure you can offer for a system of this proposed size and vehicle makeup.

3.3 Software

The Participating Communities in the CRCOG region have experience with a variety of software/app platforms used for micromobility. It is expected that the selected vendor will have ample experience with geofencing, communicating safe riding best practices, curbing underaged riding, and will have a variety of tools to encourage appropriate parking behavior. In your proposals, please provide:

3.3.1 - Descriptions of the rental process, including screenshots where applicable. Please note if your rental system allows for advanced reservations and/or mid-trip “pauses.”

3.3.2 - Details on how the software will communicate safe riding tips and applicable laws.

¹ CT law provides for three classes of ebikes, regulated primarily by throttle mechanism and top speed, and for [escooters](#). Note the 75lb maximum weight and 20 mph speed restriction for escooters. https://cga.ct.gov/asp/cgabillstatus/cgabillstatus.asp?selBillType=Bill&which_year=2019&bill_num=7141

3.3.3 - Details on your geofencing capabilities and your ability to impact riding and parking across all proposed device types, including how riders see and experience geofences in-app and in the ride experience, and average geofence response time.

3.3.4 - Descriptions of your end-trip process, including details on how you encourage good parking etiquette and specifics on how you handle different parking models (fully dockless, hybrid models, fully mandatory parking, etc.). Note that after-ride photos are likely to be required by Participating Communities.

3.3.5 - Descriptions of tools used to combat underage riding. It is not yet determined if ID scans will be required. If the vendor is proposing to use ID scans to combat underage riding, please note the various forms of ID that can be used.

3.3.6 - Descriptions of your vehicle fault reporting process, with specific attention paid to how a vehicle may take itself out of service after a rider reports a fault.

3.3.7 - Your approach to issue reporting by members of the public. In this question, CRCOG specifically seeks to understand whether members of the public must have an account to log concerns about parking or vehicle faults.

3.4 Operations and Maintenance

The Participating Communities have experience with micromobility systems featuring a variety of operating models, including nonprofit operations, for-profit in-house (W2) operations, and for-profit outsourced operations. While no specific preference for operating model exists, it is the goal of this section to better understand Vendor capabilities with respect to local operations. Please note that each Participating Community will adjudicate key items such as service level agreements, response times, and the specifics of wintertime operations, though Vendors can expect regulations on these items that are reasonable and in-line with standards in North America. Participating communities may also seek to establish a penalty structure to ensure the selected Vendor adheres to these commitments. Speaking broadly from your North American experience, please provide:

3.4.1 - Details on the type of operating model(s) you deploy in North America and the type of model you will deploy for the CRCOG system (in-house, outsourced, etc.).

3.4.2 - Details on your anticipated daily/weekly operations procedures and processes, such as:

- Deployments and rebalancing, and how you ensure ample availability across the service area;
- How you attend to hardware, including low battery vehicles, vehicles with defects, vehicles that have fallen over, etc.; and
- Response protocols for community complaints and emergency issues.

3.4.3 - A proposed staffing plan, including anticipated number of employees/subcontractors, job titles, and hours of operation. For this question, assume all Participating Communities will allow year-round, 24/7 vehicle availability.

3.4.4 - If the Vendor plans to use outsourced operations, please describe your processes for ensuring that the third-party operator is adhering to standard protocols and meeting local regulations.

3.4.5 - Your plans or ability to remain in operation during the wintertime months. Please note that the Hartford Superpedestrian system operated year-round (with a fleet decrease), and it was observed that low-income riders continued to use the system at relatively high rates. As such, CRCOG prefers a Vendor with experience operating year-round in Northern climates.

3.4.6 - Your experience and processes for coordinating with existing municipal issue reporting processes in the Participating Communities (i.e. SeeClickFix, 311), and what method(s) of contact will you provide to municipalities that need to report issues.

3.4.7 - Describe your processes and anticipated maintenance schedule of vehicles offered. Describe your method for addressing unanticipated maintenance issues, including ways you ensure that vehicles are not deployed with maintenance defects.

3.4.8 - Where applicable, please provide anticipated vehicle lifespans, using examples from similar programs.

3.4.9 - When equipment can no longer be used or repaired, please provide information on how your organization plans to dispose or recycle vehicles and components, including batteries.

3.5 Equity

Equitable access - both geographically and financially - is a priority for CRCOG and its member communities. Vendors must ensure that their system serves low-income neighborhoods in Participating Communities, which may include ensuring availability of devices in low-income neighborhoods, lower cost fee structure to riders demonstrating low-income, and offering a means of accessing vehicles that does not require the use of a smartphone and/or access to a credit or debit card. Additionally, CRCOG expects the selected provider to have an app which provides service in multiple languages, including English, Spanish, and other common languages. Please provide:

3.5.1 - An overview of your approach to ensuring equitable access to micromobility, with highlights from systems of similar size.

3.5.2 - Details on what, if any, special pricing programs you offer, including specifics on how riders become eligible for such programs, and whether eligible riders will be required to re-register at periodic intervals or will remain in the program permanently. Please note, this question is intended to cover multiple rider types, including low income, student, military, etc.

3.5.3 - Details on the process by which a rider might access the micromobility system without the use of a smartphone or credit / debit card, and how frequently these processes are used in other systems.

3.5.4 - A list of languages offered by your consumer application.

3.5.5 - Additionally, while it is up to the discretion of the Participating Communities to determine whether vehicle distribution rules might be enacted, CRCOG would like vendors

to speak to their efforts to maintain equitable vehicle distribution **absent municipal mandates.**

3.5.6 - An overview of your approach to community engagement, with specific attention paid to efforts made to establish relationships with organizations that provide services in low-income communities, in an effort to drive equity ridership signups and increase the diversity of your ridership.

3.6 Safety

CRCOG and the Participating Communities are committed to providing safe and effective transportation solutions. In addition to the questions asked above, please provide:

3.6.1 - An overall summary of your firm's approach to encouraging safe riding, both for riders themselves and for other pedestrians, riders, and motorists.

3.6.2 - Details on any specific actions taken to encourage the use of helmets while riding, including any technological solutions and/or any free or discounted helmet offerings.

3.6.3 - A general summary of how your firm deals with reports of bad riding or parking behavior, including details on corrective actions such as mandatory quizzes, suspensions, or account terminations. Please note, CRCOG understands that third party reporting can be unreliable, and seeks a reasonable approach to this question.

3.7 Customer Service

CRCOG expects Vendors to provide customer service via multiple mechanisms (e.g.: mobile applications, website, phone number), enabling riders and members of the public to ask questions, report bikes that are damaged equipment or improperly parked equipment, request refunds, or otherwise receive support. 24/7/365 customer support must be available in both English and Spanish with a minimal response time (multiple languages are preferred). Please provide:

3.7.1 - A summary of your customer service offerings, including details on the mechanisms by which different user groups (riders, community members, etc.) can contact customer service, and anticipated response times for each contact mode.

3.7.2 - Details on how community complaints are funneled through customer service, outlining your processes from the time a community member reports an issue through resolution of that issue (ex: a scooter parked in an ADA ramp).

3.7.3 - Examples from existing programs where the vendor has socialized information about its customer service offerings, so as to help improve general understanding of how residents can report issues. Please also note whether your company can integrate with existing issue reporting tools such as SeeClickFix or 311.

3.7.4 - Examples from similar programs where your company has acted upon legitimate community feedback and have altered operations (example: timing or location of deployments) in response.

3.8 Pricing

CRCOG and the Participating Communities Hope to find a vendor with a sensible approach to balancing the need to generate sustainable profit with a general commitment to reasonable pricing and Broad access for all members of our communities. In keeping with that, our Participating Communities have committed to not charging permitting or per-device fees, in the hopes that these savings will be passed on to customers. In addition, we anticipate that Participating Communities will allow on-vehicle advertising, providing the vendor with the opportunity for alternative revenue streams. Please provide:

3.8.1 - A general summary of your firm's approach to pricing in different markets, including examples of current pricing structures in programs of similar size. Please make a note of the average frequency of price increases in similar programs, and whether your firm has or plans to implement surge pricing.

3.8.2 - A description of your anticipated pricing for the program proposed by CRCOG.

3.8.3 - Details on your approach to alternative ride purchase options, including ongoing memberships, bulk ride discounts, and so on.

3.8.4 - In addition to low income pricing programs outlined above, please provide details on any other discount programs, such as student discounts, military discounts, etc.

3.8.5 - If applicable, information on alternative revenue programs, including on-vehicle advertising, that your firm may have used to offset reliance on rider revenue alone. In answering this question, please provide examples of how your firm has secured advertising partners in other cities.

3.9 Multi-Modal Interoperability

CRCOG prefers a regionalized micromobility system that increases the accessibility of other modes of transportation and builds upon a cohesive regional transportation network. Vendors that provide a system that can interact with other modes of transportation are preferred (a map of CTfastrak and CTrail Hartford Line have been included as Exhibit F of this RFP). Additionally, several of our interested communities may have extensive bicycle/walking trails in their towns, and it is encouraged that a micromobility system be proposed to take advantage of these networks where feasible (a map of these trails as of 2016 has been provided in Exhibit G). In support of this point, please provide

3.9.1 - Details on past experience integrating your service with public transportation, both operationally and digitally (such as vehicle availability API integrations, for example).

3.9.2 - Details on any past experience providing micromobility services along multiuse trails, including details on how operations, rebalancing, and parking was handled.

3.10 Data Access and Reporting

CRCOG and its Participating Communities will require that the selected vendor provides program data for the micromobility program (as opposed to CRCOG contracting with a separate third party data provider).

The selected vendor will provide a data dashboard, which would be accessible at any time by CRCOG and Participating Communities, and would contain key program metrics such as ridership, vehicle availability, equity metrics, maintenance records, and so on. Further, CRCOG prefers to select a vendor who can provide data in a visualized format, including visualized route data that shows trip volumes along roadways in the service area(s). Alternatively, if a vendor does not have the tools to provide these features themselves, the Vendor may subcontract a data provider who can provide a dashboard at no cost to CRCOG and the Participating Communities (ex: Populus, Ride Report, etc.). Lastly, upon request, the selected vendor must be able to provide access to an MDS and/or GBFS feed to CRCOG or Participating Communities at any time. Please provide:

3.10.1 - Details on your firm's approach to providing data to cities in the absence of mandated third party integration such as Populus or Ride Report. Please include specific examples from active programs, and include visuals whenever possible.

3.10.2 - A list of typical data fields provided to cities, such as total trips, average active vehicles, trips per vehicle per day, etc. Please take care to provide data fields offered on non-ridership items such as equity and maintenance as well.

3.10.3 - If applicable, please provide examples of subcontracted data reporting, and provide evidence of a current working relationship with a quality data platform such as Populus or Ride Report.

3.10.4 - If applicable, please provide an overview of your approach to research in the micromobility space, including examples of research projects you may have undertaken with academic or research institutions. Please note, local research institutions have been interested in past iterations of the CRCOG micromobility program, and CRCOG prefers to select a vendor with a history of collaboration.

3.11 Data Security

Vendors will be responsible for providing secure system applications. The appropriate safeguards within the environment should include the use of encryption software and unique IDs and passwords to protect the data's confidentiality, integrity, and availability. All applications must meet security standards appropriate for the information type that they will be storing, processing or transmitting. It is strongly preferred that Vendors not sell or share personally identifiable information (PII) outside of any integrations needed for the operation of the program. Please provide:

3.11.1 - An overview of your approach to securing program data, especially user data.

3.11.2 - Details on what, if any, user data you collect, including personally identifiable information and credit card information. Please further provide any information on how users may opt in or opt out of specific data gathering.

3.11.3 - Details on whether you are currently engaged in the sale of user data, and if applicable, details on how user data collected in the CRCOG program would be sold (ex: advertising partners, etc.).

3.12 Financial Stability and Contingency Planning

CRCOG and the Participating Communities have first-hand experience with the volatility of the micromobility industry. As such, particular emphasis will be placed on selecting a Vendor that can demonstrate long term financial stability, and that is transparent about its profit goals for this system such that contingency plans can be created in the event the program falls short of the Vendor's expectations. Please note, if you are selected to enter into a contract with CRCOG, you may be asked to provide an Audited Financial Statement. Further, please be aware that Participating Communities will ask for a surety bond to ensure that they have resources to effectively clean up vehicles in the event the Vendor abandons them due to unforeseen financial issues. Please provide:

3.12.1 - A description of your organization's financial and capital resource capacity, including identifying any parent owned company that allows you to deliver on your proposed plan and respond to unexpected challenges, and major sources of funding.

3.12.2 - Examples of programs that have struggled to meet your profit expectations, and how your company either changed the dynamics of the program(s) to achieve success, or how you approached closure of the program(s).

3.13 Additional Information

Vendors are encouraged to provide any additional relevant information and recommendations for the Evaluation Team's review and consideration.

4. Standard Terms and Conditions

The selected Vendor shall comply with all applicable federal, state and local laws and regulations as may be applicable. Respondents are advised to review all applicable federal and state regulations prior to submitting a proposal. The Vendor also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the Vendor concerning lack of compliance with these laws and regulations.

4.1 Equal Employment Opportunity / Affirmative Action

The Capitol Region Council of Governments subscribes to a policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable). See also, section 11, Required Forms.

4.2 Severability

If any terms or provisions of this solicitation shall be found to be illegal or unenforceable, then such terms or provision shall be deemed stricken and the remaining portions of this solicitation shall remain in full force and effect. This RFP and any subsequent agreements are construed according to the laws of the state of Connecticut.

4.3 Collusion

By responding, the marketer implicitly states: that his/her proposal has not been made in connection with any other competing firm submitting a separate response to this solicitation; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the marketer did not participate in the solicitation development process, had no knowledge of the specific contents of the solicitation before its issuance, and that no employee of the CRCOG participated either directly or indirectly in the marketer's proposal preparation.

4.4 Assigning/Transferring of Agreement

Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from CRCOG.

4.5 Liability and Insurance

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire transition and contract period the following minimum insurance coverages covering the Respondent and all its agents, employees and subcontractors and other providers of services, and shall name the Capitol

Region Council of Governments and its employees and agents as an Additional Insured on a primary and noncontributory basis to the Respondent's Commercial General Liability and Automobile Liability policies and Excess policies as applicable . These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance. **Please note:** the Participating Communities will work with the selected Vendor to add any additional policies that may be needed to provide coverages for their respective jurisdictions, including any bonding necessary to allow for device cleanup in the event the selected Vendor abandons their hardware due to unforeseen financial circumstances.

In addition:

1. All policy forms shall be on the occurrence form.
2. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
3. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
4. Each certificate shall contain a 30-day notice of cancellation.
5. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" policy holders rating according to Best Publications latest edition Key Rating Guide.

Required insurance coverage:

1. Professional Liability Insurance with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for at least two years following the completion of the contract at the Vendor's cost.
2. Comprehensive General Liability Insurance: Vendor shall, at its own cost and expense, obtain and keep in force during the Term of the Agreement general liability insurance with minimum limits of 1 million per occurrence/ 2 million aggregate and shall name the CRCOG and their respective officers, officials, employees, agents, boards, and commissions as Additional Insureds on a primary and non-contributory basis. There shall be no special limitations on the scope of protection afforded to the CRCOG. Vendor shall assume any and all deductibles in the described insurance policies and Vendor's insurer shall have no right of recovery or subrogation against CRCOG. These requirements shall be clearly stated in the remarks section on Vendor's Certificate of Insurance. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-and all deductibles, if any, are the sole responsibility of Vendor.
3. Automobile Liability Insurance including owned, non-owned and hired vehicles in the same limits as indicated above. Additional insured status is required.

4. Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.

5. Excess Liability Umbrella Form over sections B, C, and D-Employers' Liability with limits up to \$4,000,000

In addition to its obligation to provide insurance as specified above, the Vendor, its subcontractors, agents and assigns shall indemnify and hold harmless CRCOG and its member municipalities, including but not limited to, its elected officials, and its officers, from any and all claims made against CRCOG, including but not limited to damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the Vendor during the Vendor's performance of the agreement or any other agreements of the Vendor entered into by reason thereof. CRCOG agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

4.6 Contract Extension

With the consent of the Vendor, the terms of any contract executed as a result of this solicitation may be extended for up to three (3) one-year extensions.

4.7 Termination

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the Vendor; or if the vendor fails, in the opinion of CRCOG, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of CRCOG.

4.8 Ethics

The conduct of any contracted Vendor shall be subject to the CRCOG Ethics Policy, found online at: <https://crcog.org/rfp-rfq/>

4.9 Statutory Requirements and Executive Orders

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases

will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the solicitation may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section , each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

4.10 CRCOG Administrative Expenses

Beginning in year two, Vendor shall pay CRCOG \$750 per participating municipality for regional coordination administration of contracts.

5. Attachments

1. Response Page. See Attachment A.
2. Non-Collusion Statement. See Attachment B.
3. Equal Employment Opportunity and Minority/Female Business Enterprise Certification Form. See Attachment C.
4. Organizational Conflict of Interest Statement. See Attachment D.

Attachment A
Response Page

Capitol Region Council of Governments

REQUEST FOR PROPOSALS

DATE ADVERTISED:

DATE/TIME DUE:

NAME OF PROPOSAL

CRCOG Regional Shared Micromobility Services

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E-mail Address/Website

SS # or TIN#

Attachment B

Non-Collusion Statement

The company responding to this Request for Proposals certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this response must be signed by an authorized agent of our company to constitute a valid response.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

Attachment C

Equal Employment Opportunity and Minority/Female Business Enterprise Certification Form

The undersigned certifies that _____ is an
(Name of Company)

Equal Opportunity Employer and is in compliance with federal and state rules and regulations pertaining to Equal Employment Opportunity and Affirmative Action.

(Respondent's Signature)

IF APPLICABLE:

The undersigned also certifies that _____
(Name of Company)

is a Minority/Female Business Enterprise and is in compliance with federal and state rules and regulations pertaining to Minority/Female Business Enterprise designations.

(Respondent's Signature)

(Today's Date)

Attachment D

Organizational Conflict of Interest Statement

Each entity that enters into a contract with the Capitol Region Council of Governments (CRCOG) is required, prior to entering into such contract, to inform CRCOG of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity. When the CONSULTANT (*proposer, bidder, etc*) is unable, or potentially unable, to provide impartial and objective assistance or advice to CRCOG due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information. The CONSULTANT has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules. During the conduct of an earlier procurement, the CONSULTANT has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The CONSULTANT warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. The proposer agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to CRCOG, which must include a description of the action, which the CONSULTANT has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, CRCOG may, at its discretion, cancel the contract award. In the event the CONSULTANT was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to CRCOG, CRCOG may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime consultant, and the terms "contract" and "CONSULTANT" modified appropriately to preserve CRCOG rights.

Organizational Conflict of Interest - Proposer's Signature and Certification

The undersigned on behalf of the CONSULTANT hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and date

Title of Request for Qualifications

Typed or Printed Name

Title

Company Name and Address

6. Exhibits

- A. Sample Copy of CRCOG Standard Contract (Vendor and CRCOG)
- B. Draft Side Letter Agreement (Vendor, CRCOG and Participating Communities)
- C. Template Municipal Contract / Scope of Work (Vendor and Participating Community)

Exhibit A

Sample Copy of CROCOG Standard Contract

Professional Services Agreement by and
between

**Capitol Region Council of
Governments**

And

**[SERVICE PROVIDER
NAME]**

For

[NAME OF SERVICES]

This Agreement is by and between the **Capitol Region Council of Governments**, having its principal address at 241 Main Street, Hartford, Connecticut 06106 acting herein, its Executive Director, duly authorized hereinafter referred to as "CROCOG", and **[SERVICE PROVIDER NAME]**, a private corporation with its principal place of business at **[INSERT ADDRESS HERE]** hereinafter referred to as "CONSULTANT".

**WITNESSTH
THAT:**

WHEREAS, CROCOG published a Request for Proposal for the purpose of establishing a contract through competitive negotiation for **[NAME OF SERVICES]**;

And

WHEREAS, CONSULTANT has been selected through a competitive process to provide such services; and

WHEREAS, CROCOG and CONSULTANT desire to enter into an Agreement in accordance with the Request for Proposals which incorporates the scope, objectives, activities and budget and included herein (attached as Appendix A);

NOW THEREFORE, CROCOG and CONSULTANT do mutually covenant and agree as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be from the date of contract execution through and including **[INSERT TERM HERE]**. It shall remain in force until terminated by either party in accordance with the terms and provisions of this Agreement as specified in Section 13 Termination of Agreement.

2. **SCOPE OF SERVICES**

[INSERT HERE]

3. **PRICING/FEE SCHEDULE**

[INSERT HERE]

4. **MANAGEMENT**

This contract will be managed for CRCOG by [INSERT HERE].

The CONSULTANT's contact person shall be [INSERT HERE] who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of project(s) assigned.

5. **EVALUATION**

The CONSULTANT hereby agrees to participate fully with the guidance and assistance of CRCOG in the implementation and maintenance of an evaluation system whereby the services provided under this Agreement may be continuously monitored. CRCOG agrees to share such data and reports derived therefrom.

The CONSULTANT shall comply with any and all reasonable recommendations of CRCOG in regard to improvements and changes in services being performed which may result from evaluation, as they pertain to the provision of services as specified in the Scope of Work of this Agreement. The CONSULTANT shall correct any deficiencies identified by CRCOG in a reasonable period of time to be determined by the CRCOG.

CONSULTANT's failure to comply with the recommendations of CRCOG in the provision of services herein described in a reasonable time period to be determined by CRCOG may be considered a violation of this Agreement and sufficient reason for termination of same without any penalty, including financial penalty to CRCOG or its MEMBER.

6. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONSULTANT agrees to abide by Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063.

In carrying out this contract, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The CONSULTANT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship.

The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause. The CONSULTANT shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The CONSULTANT shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.

7. **RELATIONSHIP BETWEEN PARTIES**

The CONSULTANT is an independent contractor and not an officer, employee, or agent of the CRCOG or the MEMBERS. Therefore, it is mutually agreed that this Agreement is a contract for services and not a contract of employment, and that, as such, the CONSULTANT and any and all subcontractors shall not be entitled to any employment benefits of CRCOG or MEMBERS such as, but not limited to: vacation, sick leave, insurance, worker's compensation, and pension and retirement benefits.

All personnel matters affecting project team MEMBERS will be the responsibility of the CONSULTANT.

8. **INSURANCE**

The CONSULTANT shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of this Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments as the Additional Insured will be grounds for termination of the contract. In addition:

- (a) *The insurance requirements shall apply to all subcontractors and/or consultants.*
- (b) *All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.*
- (c) *Acceptable evidence of coverage will be on the ACORD form or a form with the same format.*
- (d) *All renewal certificates shall be furnished at least 10 days prior to policy expiration.*
- (e) *Each certificate shall contain a 30-day notice of cancellation.*
- (f) *Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" VIII policy holders rating according to Best Publications latest edition Key Rating Guide.*

8.1 Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the CONSULTANT to pay and/or indemnify.

8.2 Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in Section 9.1, above.

8.3 Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.

8.4 Excess Liability Umbrella Form over sections 9.1, 9.2, and 9.3-Employers' Liability with limits up to \$4,000,000.

8.5. The Capitol Region Council of Governments shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections 8.1, 8.2, 8.3-Employers' Liability and 9.4 in the section reserved for comments on the ACORD Form insurance certificate.

8.6 **Professional Liability Insurance** with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the CONSULTANT's cost.

9. **HOLD HARMLESS AND INDEMNIFICATION**

In addition to its obligation to provide insurance as specified above, the CONSULTANT, its subcontractors, agents and assigns shall indemnify and hold harmless the Capitol Region Council of Governments , including but not limited to, its elected officials, and its officers, ("the CRCOG") from any and all claims made against the CRCOG, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the CONSULTANT during the CONSULTANT's performance of this Agreement or any other Agreements of the CONSULTANT entered into by reason thereof. CRCOG agrees to give the CONSULTANT prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

10. **CONFLICT OF INTEREST**

CRCOG and the CONSULTANT hereby covenant and agree that no MEMBER of the governing body of CRCOG, or its designees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this program during the individual's tenure or for one (1) year thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the program assisted under this Agreement. The CONSULTANT shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

CONSULTANT acknowledges [CRCOG's Ethics Policy](#) and agrees to be bound by its terms.

11. **EVENTS OF DEFAULT AND REMEDIES**

11.1 **Events of Default**

Any of the following occurrences of acts shall constitute an Event of Default under this Agreement:

- 11.1.1 If default shall be made by the CONSULTANT, its successors, or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the CONSULTANT set forth in this Agreement; or
- 11.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state, or local government official, or a certified public accountant, that the CONSULTANT's management or any accounting for its funding, from whatever source, is improper, inadequate, or illegal; or
- 11.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the CONSULTANT bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement,

composition, or similar relief for the CONSULTANT under the federal bankruptcy laws, or any other similar applicable federal or state law; or

- 11.1.4 If any competent authority shall have determined that the CONSULTANT is in default of any federal, state, or local tax obligation.

11.2 **Election of Remedies**

If any Event of Default hereunder shall have occurred and be continuing, CRCOG may elect to pursue any one or more of the following remedies, in any combination or sequence:

11.2.1 Take such action as it deems necessary, including, without limitation, the assessment of liquidated damages as described herein; and/or

11.2.2 Suspend the provision of services; and/or

11.2.3 Require the CONSULTANT to correct or cure such default to the satisfaction of the
CRCOG; and/or

11.2.4 Terminate this Agreement for cause in accordance with Section 13 hereof.

The selection of any remedy shall not prevent or stop CRCOG from pursuing any other remedy and shall not constitute a waiver by CRCOG of any other right or remedy.

12. **TERMINATION OF AGREEMENT**

12.1 **Termination**

"Termination", for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: the CONSULTANT's obligation to perform the services described in the Scope of Services of this Agreement, and CRCOG obligation, as described in Section 3 of this Agreement, to compensate the CONSULTANT for such services performed.

12.2 **Termination for Cause**

Upon the occurrence of any Event of Default, as set forth in Section 12 hereof, CRCOG may terminate this Agreement only after providing written notice of default to CONSULTANT and thirty (30) day opportunity to cure.

12.3 **Termination at Will**

CRCOG may terminate this Agreement by giving sixty (60) days written notice thereof to the CONSULTANT.

12.4 **Reimbursement upon Termination**

In the event this Agreement is terminated by CRCOG as herein provided, the CONSULTANT shall receive compensation for services performed prior to the effective date of termination, which conform to the Scope of Services and the Fee Schedule. However, if the CONSULTANT has damaged the CRCOG, such payment may be withheld until CRCOG determines whether or by how much such payment should be reduced.

13. **AMENDMENTS**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The CONSULTANT's duly authorized representatives shall be [INSERT HERE] and CRCOG duly authorized representative shall CRCOG's **Executive Director**.

CRCOG and the CONSULTANT may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between CRCOG and the CONSULTANT shall be incorporated in written Amendments to this Agreement.

Changes in any regulations or requirements pertaining to the provision of consultant services adopted by the State of Connecticut shall be effective upon adoption by the State.

14. **SUBCONTRACTORS**

No portions of the work CONSULTANT performs for CRCOG may be subcontracted, unless:

- 14.1 CRCOG shall give prior approval to such subcontract in writing. Existing sub-contractors listed in the RFP are given approval with the execution of this contract; and
- 14.2 Any document incorporated into any such subcontract shall be approved as to form and legality by CRCOG legal counsel; and
- 14.3 All of the terms, covenants, conditions, and provisions of this Agreement shall have been incorporated in such subcontract and the subcontractor shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof, and shall have made the representation as to its expertise in the same form as set forth in paragraph four (4) hereof; and
- 14.4 CRCOG shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

15. **DISCLAIMER OF AGENCY OR THIRD-PARTY BENEFICIARY RIGHTS**

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third-party beneficiary rights against the CRCOG.

16. **REPORTS, INFORMATION AND MAINTENANCE OF RECORDS**

The CONSULTANT shall furnish CRCOG with such information and reports concerning the progress and management of this Agreement as may be required from time to time. The form of said reports shall be determined by CRCOG and consistent with CRCOG requirements.

The CONSULTANT agrees that all records with respect to all matters covered by this Agreement shall be maintained for a period of three (3) years after expiration or termination of this Contract or any renewal or extension thereof.

17. **AUDITS**

At any time during normal business hours, and as often as may be deemed necessary, the CONSULTANT shall make available to the CRCOG, for examination, all records with respect to all matters covered by this Agreement.

18. **COPYRIGHT**

No reports or other documents produced in whole or in part under this Agreement shall be subject to an application for copyright by or on behalf of the CONSULTANT.

19. **ASSIGNABILITY**

CONSULTANT will not assign this Agreement in whole or in part to any third party without the prior written consent of CRCOG; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

20. **FINDINGS CONFIDENTIAL**

All of the information, reports, and documents prepared or assembled by the CONSULTANT, under this agreement, are the property of the CRCOG and MEMBERS. The CONSULTANT agrees that said documents shall not be made available to any individual or organization, other than authorized Federal and State officials, without written approval of the CRCOG.

21. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

22. **CUMULATIVE REMEDIES**

All rights exercisable by and remedies of CRCOG hereunder shall be cumulative and the exercise or beginning of the exercise by CRCOG of any of its rights or remedies hereunder shall not preclude CRCOG from exercising any other right or remedy granted hereunder or permitted by law.

23. **NOTICES**

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this project, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following address:

As to the CRCOG:

**Matthew W. Hart, Executive
Director
Capitol Region Council of
Governments
241 Main
Street
Hartford CT
06106**

As to the CONSULTANT:

[INSERT HERE]

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

24. **SUCCESSORS**

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors.

25. **NON-WAIVER**

Any failure by CRCOG or CONSULTANT to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

26. **CONDITIONS**

The CONSULTANT agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut, and Capitol Region Council of Governments, including but not limited to the following:

- 26.1 Civil Rights Act of 1964, as amended
- 26.2 Civil Rights Act of 1991, as amended
- 26.3 Executive Orders Numbers 3 & 17 of the State of Connecticut
- 26.4 Davis Bacon Act
- 26.5 Copeland "Anti-Kickback" Act
- 26.6 Hatch Act (Title 5 USC Chapter 15)
- 26.7 Section 504 of the Rehabilitation Act of 1973
- 26.8 Architectural Barriers Act of 1969
- 26.9 Fair Labor Standards

27. **AMERICANS WITH DISABILITIES ACT**

The CONSULTANT shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the CONSULTANT or be subjected to discrimination by the CONSULTANT. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the CONSULTANT.

Any television public service announcement that is produced or funded in whole or in part under this Contract shall include closed captioning of the verbal content of such announcement. The CONSULTANT shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The CONSULTANT shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

28. **TAXPAYER IDENTIFICATION NUMBER**

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the CONSULTANT to the CRCOG, is hereby made a part of this Contract and is incorporated herein by reference. It is understood and agreed that CRCOG shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the CONSULTANT under this agreement. It is further understood and agreed that CRCOG shall not be liable for inaccurate information contained on said IRS Form W-9.

29. **GENDER/NUMBER/TITLE**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

30. **GOVERNING LAW and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the by-laws, policies, and procedures of the Capitol Region Council of Governments. The parties agree that the venue for any legal proceeding with respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

31. **ARBITRATION**

Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover, as part of its judgment, reasonable legal fees, and costs from the other party. The arbitration shall be in Hartford County, Connecticut.

32. **NON-SOLICITATION OF EMPLOYEES**

CRCOG and **INSERT HERE** mutually agree they will not employ or otherwise contract for the same or similar technical services of any present employee, or subcontractor of each other, performing duties in support of this Agreement, or an employee hired by either, performing duties in support of this Agreement, during the term hereof until one year after the earlier of: (a) the termination of such employee's employment; and (b) the termination of this Agreement. Upon breach of this clause, the offending party agrees to pay the affected party, an amount equal to fifty percent (50%) of the affected employee's base annual salary for each such employment solicitation made in breach of this provision. Such amount will be due and payable within ten (10) days of receipt of written demand.

33. **CONFLICTS**

The following provisions, if addressed in individual project quotes, shall supersede any conflicting provisions contained in this Agreement and all Attachments subject to the terms and conditions of a side letter agreement pursuant to this Agreement:

1. Termination
2. Payment terms
3. Contract type
4. Term
5. Service Level Agreement (SLA)
6. Project Cost

34. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on this ___ of _____,
_____.

CAPITOL REGION COUNCIL OF GOVERNMENTS

By _____
Matthew W. Hart, Executive Director

Date _____

[INSERT HERE]

By _____

Date _____

Exhibit B

Draft Side Letter agreement (CRCOG, Participating Communities and Vendor)

(Member Name and Address)

Re: CRCOG Regional Micromobility Services Agreement (Agreement) concerning the provision of a regional micromobility service for bikeshare and other devices as agreed to by member communities (Member, as defined by the Agreement) to be provided at no-cost to member communities to be administered by CRCOG and member communities, as applicable; such services to be provided by [Vendor]

Dear _____ and [Vendor],
(Member) (Consultant)

This side letter (“Side Letter Agreement”) is intended to confirm the Agreement of [Vendor] (Consultant), CRCOG and the Town/City of _____ (the “Member”) as one of the members of the CRCOG Regional Micromobility system (each a “Member”, collectively, the “Members”) to participate in the provision of a micromobility system in the CRCOG region for the service period commencing as early as [date] and ending [date] with additional multiple one-year extension options. By executing this Side Letter Agreement, the undersigned Member agrees to be bound by the terms and conditions of the Agreement.

CRCOG Regional Micromobility Members are defined as members of CRCOG, that have mutually agreed to work with the Consultant for the provision, parking, and operation of micromobility devices within their town.

The parties to this Side Letter Agreement agree that the Consultant will provide regional no-cost micromobility devices as agreed to by the Member and the Consultant, and per the Agreement between CRCOG and the Consultant. Parties agree to have CRCOG serve as the Master Contractor for the procurement of this regional micromobility service on their behalf, and each Member may elect to form their own agreement with the Consultant. These services shall be provided during the term of the Agreement and under the terms

and conditions contained in the Agreement with this Side Letter Agreement thereby incorporated by reference.

By signing this Side Letter Agreement the Member agrees to work with CRCOG and other Member communities as necessary to support the creation of a regional micromobility system in order to provide residents, visitors, students and workers with a sustainable transportation option and with the understanding that establishing a regional micromobility system has the following benefits: can increase bicycling in the Metro Hartford region; provide greater access to public transportation and address first-mile, last-mile challenges; offer more efficient inter-and intra- municipal travel in CRCOG communities where public transit is less accessible; and make the Member communities more attractive places to live, work, visit and do business.

Furthermore, by signing this Side Letter Agreement, the Member and CRCOG agree to work together, as applicable, in overseeing the regional micromobility system and make the following commitments to ensure it functions optimally:

1. Member will allow the Consultant contracted pursuant to the CRCOG/Consultant Agreement to operate in their limits, on public ways and public property, subject to their meeting and continuing to meet any specific local regulations and the terms and conditions set out in the CRCOG contracts.
2. Member shall refrain from officially sanctioning or permitting to operate in their limits, on public ways and public property, any other micromobility vendors so long as the CRCOG/Consultant Agreement remains valid and the Consultant is meeting their obligations.
3. Member can develop and enforce local rules or fees for regulating the operation of the bike share systems within their limits, such as through Statements of Work they agree to with the Consultant but agree to do so in a manner that is cognizant of the regional system's needs.
4. Member shall inform and consult with CRCOG in developing and adopting regulations when those regulations could impact system operations in other Member communities. If a Member determines that the Consultant is not meeting any local regulation they have established, they shall notify CRCOG before taking any action to bar the Consultant from operating in their community. CRCOG will use regularly scheduled meetings with Members, or other mediums, to communicate any regulatory or enforcement actions taken by a Member community to other Members.
5. Member agrees not to charge an operating or per-bike fee and agree not to charge for bicycle parking installation (i.e. encroachment permit) on publicly

owned property or rights-of-way. Member will endeavor to facilitate and apply for encroachment permits for State rights-of-way.

6. Member agrees to allow the Vendor to propose minimum or maximum number of micromobility devices per community, based on system viability. The number of devices in the system is expected to be adjusted over time to respond to ridership demand. Adjustments to fleet size both regionally and for each Member shall be part of any discussion to extend the master contract Agreement between CRCOG/Consultant and is anticipated to be informed by user demand and travel destination information.
7. The responsibility for day-to-day oversight of micromobility operations shall fall to the Member. Member will need to engage directly with the Consultant to resolve any problems relating to system operations within their limits. CRCOG will work to enforce the terms and conditions agreed to in the master Agreement and will help to mediate issues with the Consultant if a Member has not found satisfactory resolution through its own efforts.
8. After the Agreement is executed for the first three-year period, CRCOG will determine whether the Agreement shall be extended for additional one-year extensions before expiration. In advance of that determination, CRCOG will discuss with the Members the overall performance of the Consultant and obtain the Members views on whether the Agreement should be extended. This discussion shall be held well in advance of the expiry of the Agreement to enable time for rebidding, if necessary, before such expiration, and will inform CRCOG's decision on whether to extend.
9. Member can determine independently whether any agreement they have with the Consultant shall be extended for additional time periods, but similar to the provisions in section 4 of this Side Letter Agreement, shall notify CRCOG of any decision not to continue Member's participation in the regional system.
10. Member shall each designate a lead micromobility point of contact ("POC"). The POC should be an employee or elected official of municipal government and shall be responsible for overseeing bike share operations within their community's limits. The POCs shall attend meetings convened by CRCOG to discuss the regional system and should be the primary contact for the Consultant in their community and for CRCOG. We anticipate meetings will take place approximately on a quarterly basis.
11. From time to time, CRCOG may convene a meeting of the mayors, managers, or administrators of the Member communities to discuss higher-level policy issues

and to gain their input about the future of the micromobility system. POCs will be invited to attend and participate in these meetings.

12. Member shall coordinate any communication and marketing announcements surrounding the signing, extension or termination of contracts with CRCOG and shall not make any individual announcement relating to the launch of the system in advance of a coordinated regional announcement without CRCOG approval.
13. Additional municipalities may seek integration into the regional bikeshare system, which is the subject of this agreement. CRCOG and the Participating Communities will consider further agreements, or amendments to this agreement and the Master Contract to enable integration with additional municipalities under the contracted terms and conditions in place at the time. CRCOG may also, in the future, consider conducting additional procurements for communities in the region.

The Member agrees to indemnify, defend and hold CRCOG harmless against any and all claims made by the Consultant that may arise from this Side Letter Agreement and/or any services rendered hereunder by the Consultant to Member.

The Parties agree that CRCOG has agreed to act as the administrator of the Agreement, which includes the duties to manage any renewal options, or other administrative tasks that exist under the Agreement. Acting as the administrator does not include any of the day-to-day management tasks required by the Member or the Consultant, as applicable, for the optimal operation of the system including but not limited to reporting issues, responding to issues, rebalancing the system, maintaining fleet size, or other similar tasks.

Please acknowledge your acceptance of the terms contained in this letter by **signing three copies** of this letter where indicated below, **retaining one original for your file, and returning two to my attention.**

Sincerely,

Executive Director, CRCOG

Accepted and agreed to:

[Vendor]

Signature: _____

Printed Name: [_____]

Date: _____

Accepted and agreed to:

Member Organization: _____

Signature: _____

Printed Name: _____

Date: _____

Exhibit C

Example Municipal Contract / Scope of Work (Vendor/Participating Communities)

FIRST EXTENSION OF AND AMENDMENT TO AGREEMENT AND STATEMENT OF WORK

**by and between
CITY OF HARTFORD and
SUPERPEDESTRIAN, INC. (ASSIGNEE)**

This **FIRST EXTENSION OF AND AMENDMENT TO AGREEMENT AND STATEMENT OF WORK** (hereinafter the “First Extension Agreement”), by and between the **CITY OF HARTFORD**, a Connecticut municipality with an office and place of business at 550 Main Street, Hartford, Connecticut 06103 (hereinafter “**CITY**”) and **SUPERPEDESTRIAN, INC.**, a Delaware corporation, with a mailing address of 84 Hamilton Street Cambridge, MA 02139 (hereinafter “**SUPERPEDESTRIAN**”). The foregoing parties are hereinafter referred to collectively as the “Parties”.

WHEREAS, The Parties have entered into agreements concerning a no-cost micro-mobility device system in Hartford, Connecticut (hereinafter collectively referred to the “Agreements”) whereby SUPERPEDESTRIAN is providing to the CITY a micro-mobility share system related to e-scooters (the “Program”) as a result of a Request for Proposal that was published by the Capitol Region Council of Governments (CRCOG); and

WHEREAS, SUPERPEDESTRIAN operates a Scooter share program under the Agreements, which include a Consent to Assign Agreement, Assignment, Assumption of Obligations and Liabilities, and Amendment to Change Micromobility Service Provider (the “Agreement to Assign,” attached as Exhibit A), the underlying AGREEMENT AND STATEMENT OF WORK BY AND BETWEEN THE CITY OF HARTFORD AND ZAGSTER, INC FOR THE PROVISION OF A CRCOG REGIONAL NO-COST MICRO-MOBILITY DEVICE SHARE SYSTEM (the “Original Agreement,” attached as Exhibit B), and the AMENDMENT OF AGREEMENTS CONCERNING A MICROMOBILITY DEVICE SYSTEM IN HARTFORD, CONNECTICUT (the “Cap Amendment Agreement,” attached as Exhibit C), and ACCESS AGREEMENT BY AND BETWEEN THE CITY OF HARTFORD, HARTFORD PARKING AUTHORITY, AND SUPERPEDESTRIAN (the “Corral Access Agreement”, attached as Exhibit D); and

WHEREAS, pursuant to the above referenced Agreements, CITY and SUPERPEDESTRIAN desire to extend and amend the Agreements on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereby agree as follows:

1. The Term of this First Extension Agreement shall be effective from April 22, 2022 and shall continue for a period of one year, which Term may be extended by any formal extension of the agreement.
2. SUPERPEDESTRIAN shall indemnify and hold CITY harmless from any and all claims per the terms of the above referenced Agreements.
3. Any written notice which either party may desire or be required to give the other shall be deemed sufficiently given if delivered personally, delivered electronically, or sent by registered or certified mail, return receipt requested, addressed to such party at the address set forth below or at such other address as such party shall designate by written notice. Such notice is deemed to be received by the recipient as of the date and the time of the placement of the notice in the possession or control of the delivery agent.

As to CITY:

City of Hartford
Department of Development Services
260 Constitution Plaza, 1st Floor
Hartford, CT 06103
Attn: _____
Email: _____

As to SUPERPEDESTRIAN:

Superpedestrian, Inc.

Attn: _____
Email: _____

With a Copy to:

Howard Rifkin
City of Hartford
Corporation Counsel
550 Main Street
Hartford, CT 06103

4. This First Extension Agreement may not be assigned in whole or in part by any party without the express prior written consent of the other party.
5. This First Extension Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
6. This First Extension Agreement contains the entire contract between the parties hereto with respect to the subject matter hereof and cannot be changed, modified or discharged except by a written instrument subsequently executed by both of the parties hereto.
7. This First Extension Agreement shall be governed and construed in accordance with the laws, rules, regulations or ordinances of the federal government, the State of Connecticut

and the City of Hartford. The parties hereto are subject to the personal jurisdiction of the courts of the State of Connecticut.

8. Nothing in this First Extension Agreement shall be construed as creating a joint venture between CITY and SUPERPEDESTRIAN.
9. This First Extension Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
10. Any terms and/or conditions of the Agreements that have not been explicitly and/or specifically amended herein that are required to be amended to further and/or effectuate the purposes of this Amendment are hereby amended to the extent that they further and/or effectuate the purposes of this Amendment.
11. All other terms and conditions of the Agreements remain unchanged and in full force and effect.
12. **Education and Safety.** SUPERPEDESTRIAN shall make a reasonable attempt and good faith effort to educate users about safe and respectful riding behaviors on a periodic basis. Topics covered may include, but not be limited to, traffic laws; riding location information (no go zones, slow zones, parking zones, sidewalks, etcetera); helmet wearing; rules for parking; and any other appropriate instructions. At minimum, SUPERPEDESTRIAN shall share educational information through one user app notification, participation at one local event, and one email per active season. Users shall also be notified of relevant traffic safety considerations at the time of registration and on a seasonal basis.
13. **Enforcement.** SUPERPEDESTRIAN shall respond to scooter share issues reported to the CITY through the 311 system, CITY staff intake, or SUPERPEDESTRIAN's customer service line. Per the following schedule, issues that are not responded to within the time allotted may result in cap decreases. Cap decreases will be communicated to SUPERPEDESTRIAN in writing per the terms of the Cap Amendment Agreement.

At the recommendation of the CITY's managing staff and with the written approval of the Director of Development Services and/or their designee(s), the following schedule may be modified. The Director and/or their designee(s) may also issue, in writing, a grace period or waiver for individual cases if inclement weather, hazardous conditions, property access issues, and/or other special circumstances prevent the safe and timely response to the reported issue(s).

In circumstances where scooter devices pose imminent or hazardous emergency, traffic safety, or other significant public safety impacts, SUPERPEDESTRIAN shall respond within the hour during their standard hours of operations. However, the CITY may also address the observed or reported issues in order to mitigate any hazardous conditions.

This may include moving the applicable devices away from the affected areas.

Reported Issues	Response Period
Illegal Riding (Underage riders, multiple people per device, failure to follow traffic laws, etcetera)	72 hours
Inoperable or Unsafe to Ride Device	24 hours
Improper Parking on Private Property (where the property owner has otherwise not given written consent)	4 hours
Improper Parking on Public Property	12 hours
Idle Devices	7 days
Other Issues (non-emergency)	48 hours
Other Issues (Emergency, major traffic safety, or public safety)	1 hour

14. **Parking.** To encourage proper parking, SUPERPEDESTRIAN shall require that all users take a photo of the parked device before ending the first trip and implement strategies to compel users to take the trip-end photo for future trips. SUPERPEDESTRIAN shall also provide instructions within the app that assure riders take Trip-End Photos that clearly show if a device is properly parked. Trip-end photographs shall not be required for users that access their rental without using a smartphone.

15. **Equity and Access.**

- a. SUPERPEDESTRIAN shall establish and maintain a reduced-fare program to support equitable access and service. The existing LINK Up program and 70% fare discount shall fulfill the purposes of this requirement. SUPERPEDESTRIAN shall bear any costs associated with a rider’s use of the reduced-fare program. If the reduced fare program or corresponding discount are modified, SUPERPEDESTRIAN shall provide the CITY with written notice 30 days in advance of such changes taking effect.
- b. In addition, during active months of operation, there shall be an equitable distribution of the fleet among the neighborhoods outside of Downtown, except during interruption of services as described in section 16 of this First Extension Agreement. The CITY shall establish a required equity threshold and/or metric at the recommendation of its managing staff and with the written approval of the Director of Development Services and/or their designee(s). The CITY may consult with SUPERPEDESTRIAN to analyze data, pilot deployment modifications, and utilize other mechanisms to help determine an appropriate measure that is responsive to equity needs and rider demand. The CITY may adjust the established measure with the written approval of the Director of Development Services and/or their designee(s). In compliance with this section, SUPERPEDESTRIAN shall respond to applicable requests for information, which shall be further defined once an appropriate measure has been established by the CITY.

16. **Interruption of Services.** The CITY may require SUPERPEDESTRIAN to reduce, deactivate, and/or remove the scooter fleet in part or citywide during special circumstances. This may include, but is not limited to, special events that affect public

spaces and/or inclement weather events or orders issued through the National Weather Service, the State of Connecticut, or the CITY. Outside of changing weather conditions or otherwise unforeseeable circumstances, the CITY will give SUPERPEDESTRIAN written notice at least two days in advance of any proposed interruptions.

- a. **Winter Operations.** The CITY, at its discretion, may also choose to pause the scooter share program during cold weather months (December to March), if the presence of scooter share devices is determined to significantly inhibit or prevent winter maintenance and operations. Should the CITY allow continued scooter operations during cold weather months, SUPERPEDESTRIAN shall provide a winter weather plan that:
 - i. Aligns with the CITY's snow parking ban process and existing protocols for storms by size;
 - ii. Accounts for and addresses other extreme conditions such as freezing rain, below freezing temperatures, high winds, obstructions from accumulated snow, etc.;
 - iii. Indicates the estimated length of time and number of SUPERPEDESTRIAN staff members needed to pull the entire fleet in the event of a severe weather forecast;
 - iv. Ensures the CITY will be notified of the general location and number of any devices that were deactivated, but not retrieved. Notwithstanding notification concerning the foregoing, SUPERPEDESTRIAN has been forewarned as to the risks of operating during winter conditions, and Indemnifies and Holds Harmless the City for any damage or liability caused to or by e-scooter devices during the course of CITY snow removal operations.

17. Reporting and Provision of Data.

- a. **Data Reporting.** SUPERPEDESTRIAN shall provide Hartford scooter data to the CITY in the form of an online dashboard with the statistics as noted below. Data shall be made available within 30 days of generation.
 - i. Total Ridership (broken down by neighborhoods for equity purposes, percent change month-to-month and year-to-year)
 - ii. Geographic trends in supply/demand within the municipality
 - iii. Average Available Vehicles (including average value and percent change month-to-month and year-to-year)
 - iv. Program Participation (LINK UP and other initiatives as they arise, as well as percent change month-to-month and year-to-year)
 - v. Trips Per Vehicle Per Day (including total value and percent change month-to-month and year-to-year)
 - vi. LINK UP Participation (Average and total cost savings, average trip length, average number of trips taken per rider, % of total number of riders and rides taken)
 - vii. Education and Engagement Efforts

- viii. Vehicle Loss Count and Rate
- ix. Total Estimated Greenhouse Gases Avoided (or similar proxy)
- x. Aggregated Survey Responses
- xi. Average % of Ridership during Peak Hours
- xii. Average Distance and Duration
- xiii. Parking Corral Usage
- xiv. Common Origins, Destinations, and Corridors
- xv. Reported Collisions

b. Alternate Forms of Data Reporting. If the CITY chooses to develop or pursue alternate methods of data analysis, SUPERPEDESTRIAN shall provide Mobility Data Specification (MDS) to support these efforts.

c. Alternate Requests. This section will not preclude the CITY from making additional reasonable requests for information during the course of the Agreements and First Extension Agreement.

d. Intentional Destruction. SUPERPEDESTRIAN shall promptly disclose to the CITY any patterns of vandalism, sabotage, or other intentional destruction of its devices that render the devices unsafe to operate.

e. Public Data Reporting. The CITY may share aforementioned data (in part or in whole) with the public, unless otherwise explicitly noted as confidential or proprietary (per local, state, and federal definitions). The CITY may work with SUPERPEDESTRIAN in crafting content for public consumption to ensure accurate and fair representation of the data.

18. **Amendments.** This First Extension Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. To the extent of their authority to do so, the CITY and the Service Provider may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the CITY and the Service Provider shall be incorporated in written amendments to this First Extension Agreement, which written amendments shall be prepared by the CITY's duly authorized legal representative.

19. **Severability.** The parties understand and agree that if any part, term or provision of this First Extension Agreement is held by any court of competent jurisdiction to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this First Extension Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this First Extension Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this First Extension Agreement to be executed and delivered by their duly authorized representatives as of the Commencement Date on this signature page.

CITY OF HARTFORD

SUPERPEDESTRIAN

By: _____
Date: _____

By: _____
Date: _____

Approved As To Form And Legality:

By: _____
Date: _____

