



CITY OF GRAND JUNCTION, COLORADO

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**Pilot Agreement**

This PILOT AGREEMENT made and entered into this 19<sup>th</sup> day of April 2023 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Pilot Agreement Documents referred to as the "Owner" and **LIME** hereinafter in the Pilot Agreement Documents referred to as the "Vendor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Pilot Agreement Documents and known as **Micromobility Pilot Study RFP-5098-22-KH.**

WHEREAS, the Pilot Agreement has been awarded to the above-named Vendor by the Owner, and said Vendor is now ready, willing, and able to perform the Work specified in the Notice of Award, in accordance with the Pilot Agreement Documents.

NOW, THEREFORE, in consideration of the compensation to be paid the Vendor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

**Pilot Agreement Documents:** It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Pilot Agreement Documents" or the "Pilot Agreement", and all of said instruments, drawings, and documents taken together as a whole constitute the Pilot Agreement between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of Pilot Agreement document governance shall be as follows:

- a. The body of this Pilot Agreement
- b. Negotiated Terms and Conditions/Scope of Work, Pricing, etc.
- c. Solicitation Documents for the Project; **Micromobility Pilot Study**
- d. Firms Response to the Solicitation

- e. Work Change Requests (directing that changed work be performed)
- f. Field Orders
- g. Change Orders.

## ARTICLE 2

**Definitions:** The clauses provided in the Solicitation apply to the terms used in the Pilot Agreement and all the Pilot Agreement Documents.

**Advisory Zone** – A geographical zone in which signage and Device notification encourages riders to dismount or ride in specific portions of the ROW, i.e., within the roadway but not upon the sidewalk.

**Complaints** – Issues reported to the Vendor by Users, the Owner, or the general public via phone, email, website, social media, or other monitored medium.

**Dedicated Parking Corral(s) (“Corral(s)” herein)** – Specific locations within or surrounding Dedicated Parking Zones where a User may park their Device and end their ride.

**Dedicated Parking Zone** – A geographical zone in which Users may only end their trip with Devices parked within designated Corrals.

**Shared Micromobility Device(s) (“Device(s)” herein)** – Any lightweight, low-powered or human powered vehicular unit, including bicycles, electrical assisted bicycles and electric scooters, either dockless or docked, that is part of a shared fleet operating in the City.

**Dismount Zone** – A geographical zone, where Devices are Geofenced not to operate under power and where Users are expected to dismount and walk the Device.

**Fee(s)** – A payment made to the Owner either in the form of upfront payment, quarterly payment, or consequential payment as described herein.

**Fleet** – The collective Devices of the Vendor deployed to the public.

**Local Riding Guidelines** – Collectively, the rules and expectations to be introduced to Users prior to using a Device.

**Geofence(d)/Geofencing** – Implementation of a geographical zone via GPS or other geopositioning/location software used to pinpoint the Device or its User.

**Riverfront Trail** – A shared-use trail providing public access for pedestrians and operators of micromobility apparatuses (personal or shared), following the Northern bank of the Colorado River, portions of which fall within the Pilot Boundary.

**Service Area(s)** – Geographical region(s) outlined by the Pilot Boundary as depicted in Exhibit A.

**User(s)** – Any person that uses, rents, or rides a device as a customer of the shared micromobility operator.

### ARTICLE 3

Pilot Agreement Services: The Vendor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Pilot Agreement Documents as indicated in the Solicitation Document.

### ARTICLE 4

Pilot Agreement Time: Time is of the essence with respect to this Pilot Agreement. The Vendor hereby agrees to commence Work under the Pilot Agreement and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

### ARTICLE 5

Revenue Sharing and Payment Procedures: The Vendor shall submit Fees to the Owner of 10 cents (\$0.10) per trip taken on any Vendor Device deployed within city limits. The per-trip Fee shall be invoiced quarterly based on data provided by the Vendor in accordance with Article 20 (Data Sharing), and Vendor shall submit payment within 30 days of receipt of each invoice.

### ARTICLE 6

Device Identification and Support Contact: The Vendor shall ensure that each Device clearly displays a unique identification number and the Vendor's contact information, including a 24-hour toll-free number and e-mail address to respond to issues (Complaints) with the Device. The Vendor shall respond to and resolve these Complaints in a manner consistent with Article 17. At roll-out, and until otherwise approved by the Owner, the Vendor shall not apply any advertising to any Device. Advertising on-device may be considered in the future, but will be limited to exclude any reference to drugs or alcohol, any political statements or endorsements, any adult themes or explicit content, any religious themes, or any other advertising sensitive or offensive in nature. Any such advertisement shall neither be an implied nor explicit endorsement by the Owner. Fees or revenue splitting may be considered as a part of future advertising consideration.

Support contact information shall be displayed physically on the Device with the following format:

*Phone:*  
*Email:*  
*Website:*

### ARTICLE 7

Deployment: The Owner shall set the Service Area(s) as shown by the Pilot Boundary in Exhibit A. The Vendor shall deploy Devices within the Service Area(s). The Service Area(s) may be amended by the sole discretion of the Owner, with written notice provided to the Vendor.

## ARTICLE 8

**Geofencing:** Vendor shall have the capability to restrict Device usage in areas not authorized by the Owner for deployment. Vendor shall use proper technology (i.e., Geofencing) or other appropriate measures to ensure Devices are only deployed and utilized within the designated Deployment Areas as set forth in forthcoming Articles, in attached Exhibits, or otherwise approved in writing by the Owner, to include temporary Geofencing requirements for special city-wide events as identified by the Owner.

## ARTICLE 9

**Device Speed:** A combination of Geofencing (if applicable), Owner-led signage and education campaigns, Vendor-led community outreach, and directed information from the Vendor (e.g., Local Riding Guidelines introduction, in-app messaging) shall be used to encourage compliant User behavior.

When introducing the User to Local Riding Guidelines, the Vendor shall communicate to Users the speed limits established in Grand Junction Municipal Code §10.14.010 (h) that no user shall ride a device in excess of fifteen miles per hour (15 mph) when riding on a multiuse path; where sidewalk use is allowed, that no user shall ride a device in excess of six miles per hour (6 mph) when riding on a sidewalk; and that where the posted speed limit is more than 35 miles per hour and there is no designated bike lane, the device shall be operated on a sidewalk, if available.

## ARTICLE 10

**Parking:** The Vendor shall comply with parking requirements by the zones referenced in attached Exhibits. The Owner shall permit a free-floating parking model within the Service Area(s) except within Designated Parking Zones, including Downtown; CMU campus; Lincoln, Sherwood, and Canyon View Parks; a section of North Avenue; along the Riverfront Trail; or otherwise specified in Articles herein or attached Exhibits. The Owner shall reserve the right to modify or add zones during the Pilot, with written notice provided to the Vendor.

When introducing the User to Local Riding Guidelines, the Vendor shall communicate expectations for parking. The Owner shall reserve the right to request additional points of communication beyond the Local Riding Guidelines introduction (e.g., in-app messaging or audio/visual cues from devices, if applicable).

## ARTICLE 11

**Free-Floating Parking:** Except in those areas specifically excluded, Devices may be parked on sidewalks in the public right-of-way or on public property so long as the Devices do not obstruct or impede normal and reasonable pedestrian access on a sidewalk or vehicle operation in the roadway. Devices shall only be parked on a sidewalk or other hard surface. The Vendor shall ensure that devices are parked in a manner that provides a minimum of four feet of pedestrian walkway in compliance with the clearance requirements for walking surfaced as outlined in the American with Disabilities Act (ADA). Instructions to Users by the Vendor shall indicate that devices shall be prohibited from blocking the sidewalk and should

ensure that there is ADA accessibility at all times. When introducing the User to Local Riding Guidelines, the Vendor shall communicate that Devices shall be parked upright at all times and that parking shall be prohibited on private property without the private property owner's permission. The Owner shall reserve the right to request additional points of communication beyond the Local Riding Guidelines introduction (e.g., in-app messaging or audio/visual cues from devices, if applicable). The Vendor shall agree to make the highest effort feasible to make sure downed Devices are restored to an upright position within 72 hours, unless a complaint is received per Article 17. The Owner shall reserve the right to reduce this time window to 48 hours at its sole discretion, with written notice to the Vendor. The Vendor shall agree to separately negotiate parking agreements with private property owners as needed. Devices shall be prohibited from blocking:

- Sidewalks
- Fire hydrants
- Curb ramps
- Parking spaces, unless designated as approved parking locations
- Handicap accessible areas (ramps, parking spots, etc.)
- Street furniture such as benches, parklets, landscaping, trash and recycling receptacles, and parking meters.
- Business or residential entryways

## ARTICLE 12

Downtown Parking & Operation: The Downtown as identified in Exhibit B shall be a Dedicated Parking Zone. Users concluding trips in the identified Downtown shall be required to park Devices in designated parking Corrals. The zone boundaries shall encompass both sides of south of Grand Avenue, including the parking lot for the Mesa County Library and frontage on 5<sup>th</sup> and 6<sup>th</sup> streets; the north side of South Avenue, including the Grand Valley Transit Hub; the east side of 1st Street; and the west side of 12<sup>th</sup> Street.

The bus turnaround within the Grand Valley Transit Hub shall be designated as a Dismount Zone to maintain that the transfer facility is free of obstructions.

3 corridors within Downtown shall further be Advisory Zones: Main Street and Colorado Avenue west of 7<sup>th</sup> Street and 7<sup>th</sup> Street north of Colorado Avenue. When introducing the User to Local Riding Guidelines, the Vendor shall communicate standards for riding and parking downtown. The Owner shall reserve the right to request additional points of communication beyond the Local Riding Guidelines introduction (e.g., in-app messaging or audio/visual cues from devices, if applicable). Sidewalk riding restrictions within the Advisory Zone shall be further communicated via signage.

The Owner shall reserve the right to revise and adjust the number and location of such zones as needed.

## ARTICLE 13

City Parks Parking & Operation: Lincoln, Canyon View, and Sherwood Parks, as identified by Exhibits C, D, and E, respectively, shall be Geofenced to restrict certain Device operation.

Lincoln Park shall be Geofenced as a Dedicated Parking Zone, including portions of adjacent sidewalk along 12<sup>th</sup> Street and Gunnison Avenue. The Vendor shall agree to Geofence the remainder of Lincoln Park as a Dismount Zone, including hard surface concrete paths within Lincoln Park which shall be Geofenced as Dismount Zone to ensure pedestrian use only.

Canyon View Park shall be Geofenced as a Dedicated Parking Zone, with the boundary encompassing adjacent sidewalks and paths. The Vendor shall agree to Geofence the remainder of Canyon View Park as a Dismount Zone, including hard surface concrete paths within Canyon View Park which shall be preserved for pedestrian use only, with the exceptions of paths along Jack Creek Rd and the 24 ½ alignment.

Sherwood Park shall be Geofenced as a Dedicated Parking Zone, with the boundary encompassing adjacent sidewalks. Sherwood Park shall be Geofenced as a Dismount Zone.

The Owner shall reserve the right to revise and adjust the number and location of such zones as needed.

When introducing the User to Local Riding Guidelines, the Vendor shall communicate standards for riding and parking in Lincoln, Canyon View, and Sherwood Parks, as described above. The Owner shall reserve the right to request additional points of communication beyond the Local Riding Guidelines introduction (e.g., in-app messaging or audio/visual cues from devices, if applicable). At the Owner's sole discretion, the Owner may install signage to further communicate on-path riding restrictions.

See Article 15 for details on Eagle Rim and Las Colonias Parks.

## ARTICLE 14

CMU Operations and Parking: Unless otherwise agreed upon in writing by the Vendor and Colorado Mesa University (CMU), the Vendor shall Geofence CMU as a Dismount Zone with the exceptions of certain corridors leading into the campus as depicted in Exhibit F. Unless otherwise agreed upon in writing by the Vendor and CMU, the Vendor shall also designate the CMU campus as a Dedicated Parking Zone. Dedicated parking Corrals will be installed by the Owner at strategic points along the perimeter and interior of the campus to ensure services are accessible to both the student population and staff. The Dedicated Parking Zone shall include the 12<sup>th</sup> Street cycle track that runs along the eastern perimeter of the campus to keep that facility free on any obstructions as identified by Exhibit F. The details of Article 14 are subject to the terms of any agreements between the Vendor and CMU so long as User access to parking Corrals is maintained.

When introducing the User to Local Riding Guidelines, the Vendor shall communicate standards for riding and parking in CMU. The Owner shall reserve the right to request

additional points of communication beyond the Local Riding Guidelines introduction (e.g., in-app messaging or audio/visual cues from devices, if applicable).

## ARTICLE 15

Riverfront Trail and North Avenue Operations and Parking: The Owner shall designate certain high-traffic or high-usage corridors as Dedicated Parking Zones to reduce the number of conflict points and obstructions. The Owner shall reserve the right to revise and adjust the number and location of such zones as needed.

A section of the Riverfront Trail running from Blue Heron Lake to Eagle Rim Park and to C ½ Road shall be included in the initial Pilot Boundary, as shown in Exhibit A. No free-floating parking shall be permitted upon Riverfront Trail nor along the riverbank and the Vendor shall Geofence the Riverfront Trail as a Dedicated Parking Zone to guarantee the Riverfront Trail remains free of obstructions. The Dedicated Parking Zone shall encompass a 100-foot buffer on either side of the river or wide enough to fully encompass the Riverfront Trail, whichever is larger, as outlined in Exhibits A and G.

When introducing the User to Local Riding Guidelines, the Vendor shall communicate standards for parking and riding on Riverfront Trail, including to end trips at dedicated parking Corrals at Las Colonias or elsewhere within the pilot boundary.

The Vendor shall agree to Geofence Eagle Rim and Las Colonias Parks as Dedicated Parking Zones.

The Vendor shall Geofence a section of North Avenue from 1<sup>st</sup> Street to N 23<sup>rd</sup> Street as a Dedicated Parking Zone (Exhibit A) to ensure driveways and other access is not obstructed. North Avenue is a major commercial corridor characterized by a higher level of traffic streets and conflict points due to the presence of many commercial driveways and narrow sidewalks.

When introducing the User to Local Riding Guidelines, the Vendor shall communicate standards for parking and riding on the North Avenue, including to end trips and park Devices on the lower traffic side streets. The Owner shall reserve the right to request additional points of communication beyond the Local Riding Guidelines introduction (e.g., in-app messaging or audio/visual cues from devices, if applicable).

## ARTICLE 16

Parking Compliance: The Owner shall install 30 parking Corrals distributed within or adjacent to the aforementioned Dedicated Parking Zones. When introducing the User to Local Riding Guidelines, the Vendor shall communicate the responsibility to follow parking regulations and include a tutorial demonstrating how to properly park a device. The Owner shall reserve the right to request additional points of communication beyond the Local Riding Guidelines introduction (e.g., in-app messaging or audio/visual cues from devices, if applicable). When applicable, the Vendor shall inform Users of the parking Corral locations via the app interface. The Vendor shall enable a parking photo feature in the app interface, which shall require each User to take and submit a photo of the properly parked Device when concluding any trip.

The Owner may install or authorize the installation of additional Corrals at its sole discretion.

## ARTICLE 17

**Response to Complaints:** The Vendor shall agree to respond within two hours to any and all complaints received within the hours of 9 AM to 5 PM, 7 days per week so as to resolve those complaints, for example, by moving Devices which obstruct public or private access. Complaints may include, but are not limited to, Devices parked in conflict with expectations established in Article 11.

## ARTICLE 18

**Community Engagement:** Vendor shall plan and host community engagement events in the City of Grand Junction. At a minimum, Vendor shall execute Five (5) community engagement events during the pilot, including, at a minimum, One (1) demonstration event as part of its outreach efforts prior to Fleet rollout (e.g., Rides & Drives EV test drive event, scheduled for 30 April 2023), One (1) Fleet rollout celebration/education event (e.g., Rides & Vibes downtown festival, scheduled for 5-6 May 2023), One (1) additional demonstration event, One (1) education event, and One (1) group ride. The latter three events shall be dispersed during the duration of the Pilot, approximately Six (6) months apart, with specific dates agreed upon with the Owner.

## ARTICLE 19

**Community Surveys:** Vendor shall push a qualitative survey created by the Owner to Users at at-least three points during the period of performance: (i) at the six (6)-month mark, (ii) twelve (12)-month mark, and (iii) at the eighteen (18)-month mark. The format and questions of the qualitative survey shall be agreed upon by the Owner and Vendor, such as in the example shown below. Raw survey data shall be shared with the Owner.

*Please help us improve future micromobility experiences by answering this short survey.*

1. *How would you rate your most recent ride? [1-5 stars]*
2. *How safe did your route feel? [1-5 stars]*
3. *If a device had not been available, how would you have made this trip? [single choice answer, randomized]*
  - i. *Walk*
  - ii. *Use my own micromobility device (e.g., bike, skateboard, scooter)*
  - iii. *Take the bus*
  - iv. *Drive my own car*
  - v. *Get a ride from a friend or from rideshare (e.g., Taxi, Uber, Lyft)*
  - vi. *I would not have made this trip*
4. *If you have any concerns or feedback, please enter them here. [open ended comment]*



## ARTICLE 20

**Data Sharing:** The Vendor shall provide anonymized data collected to the Owner as either the raw data feeds via an application program interface or via a third-party data aggregator to be determined by the Owner. Data shall comply with Mobility Data Specification v1.2.0 and the Generalized Bikeshare Feed Specification v2.2.

The Vendor shall also agree to support the Owner in developing or exporting aggregated data reports to the Owner on a quarterly basis within fifteen (15) business days at the start of the succeeding quarter. Data reports shall include:

- Utilization rates
- Total downloads
- Total trips by day of week and time of day
- Trips per vehicle
- Average trip distance
- Trips originating in or concluding in designated Priority Areas as set forth in Exhibit B in the Solicitation Document and re-included herein as Exhibit H.
- Number of Users participating in discount programs disaggregated by program type (low income, students, healthcare workers, etc.)
- Number of cash-based transactions
- Number and nature of Complaints and reported Safety Incidents, including duration of time before response and before resolution
- Anonymized responses to Community Surveys
- Number of community engagement events
- Number of helmets distributed
- CO<sub>2</sub> Emissions Avoided/Not Produced (metric tons)
- Other metrics as agreed upon by Owner and Vendor

## ARTICLE 21

**Fleet size:** The Vendor shall initiate the Pilot with no fewer than 100 and no greater than 250 Devices available for Users after participation in an Owner-led community outreach campaign. The Owner may authorize an increase in Device availability up to 20% above the existing Fleet size, if the Vendor demonstrates an average Device utilization rate indicating high demand, for example, One Trip per Vehicle per Day (1 TVD) sustained over the course of One (1) month during the Pilot.

## ARTICLE 22

**Loss or Damage:** The Owner assumes no liability for loss or damage to the Vendor's Devices or other equipment or property. The Vendor agrees that the Owner is not responsible for providing security at any location where Vendor's Devices are stored or located. Vendor shall agree to take responsibility for any damage to public or private property caused by Devices or other equipment when not under command of a User.

## ARTICLE 23

**Permit Fee:** Prior to deploying Devices in the public right-of-way, the Vendor shall pay to the Owner a \$6,000 non-refundable Permit Fee to operate in the public right-of-way.

## ARTICLE 24

Bonds: The Vendor shall furnish currently herewith the Bond required by the Pilot Agreement Documents. The Surety Bond shall be in an amount not less than \$80.00 per vehicle set forth in 4.3.6 in the Solicitation Document.

## ARTICLE 25

User Penalty Fees: The Owner shall not require a User penalty Fee. The Owner shall reserve the right to reevaluate parking fines after the first quarterly assessment. The Owner shall reserve the right to institute a User penalty Fee policy, or the equivalent, should the Owner determine in its sole discretion that a fee is necessary or required.

## ARTICLE 26

Pilot Agreement Binding: The Owner and the Vendor each binds itself, its associated third parties or suppliers, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Pilot Agreement Documents. The Pilot Agreement Documents constitute the entire agreement between the Owner and Vendor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Vendor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Pilot Agreement Documents and specifically, the Vendor shall not assign any moneys due or to become due without the prior written consent of the Owner.

## ARTICLE 27

Severability: If any part, portion or provision of the Pilot Agreement shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Pilot Agreement shall remain in full force and effect.

## ARTICLE 28

Indemnification: The Vendor shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Vendor, or of any Vendor's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. The Vendor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

The aforementioned indemnification obligation is limited by the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Pilot Agreement to be subscribed and sealed and attested in its behalf; and the Vendor has signed this Pilot Agreement the day and the year first mentioned herein.

The Pilot Agreement is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
*Duane Hoff Jr.*  
By: 9E789E7D50F14BC  
Duane Hoff Jr., Contract Administrator

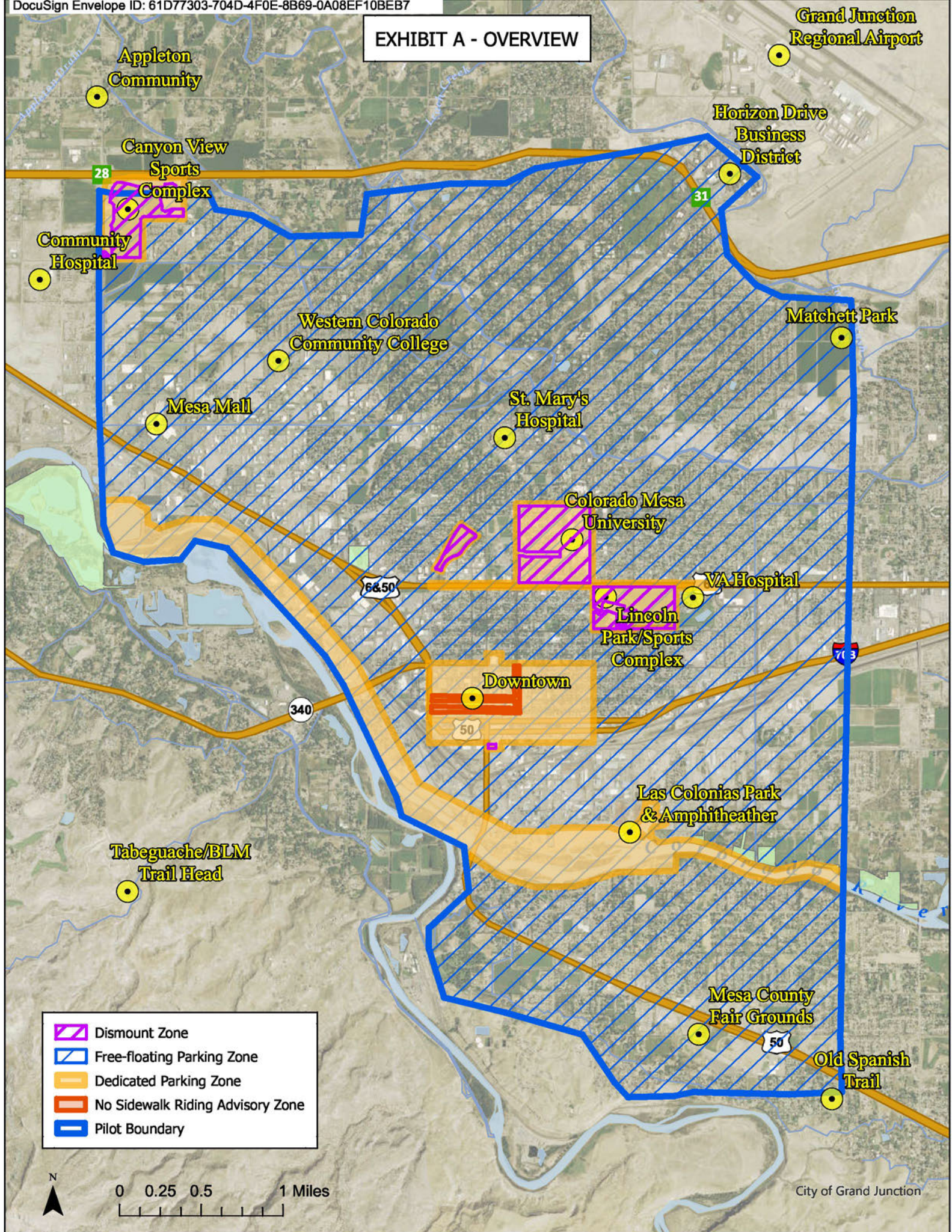
4/21/2023  
Date






**LIME**

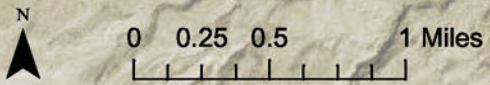
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*Dan Shoman*  
By: 7028C3154E5A477  
Dan Shoman  
Regional General Manager, US South

4/21/2023  
Date

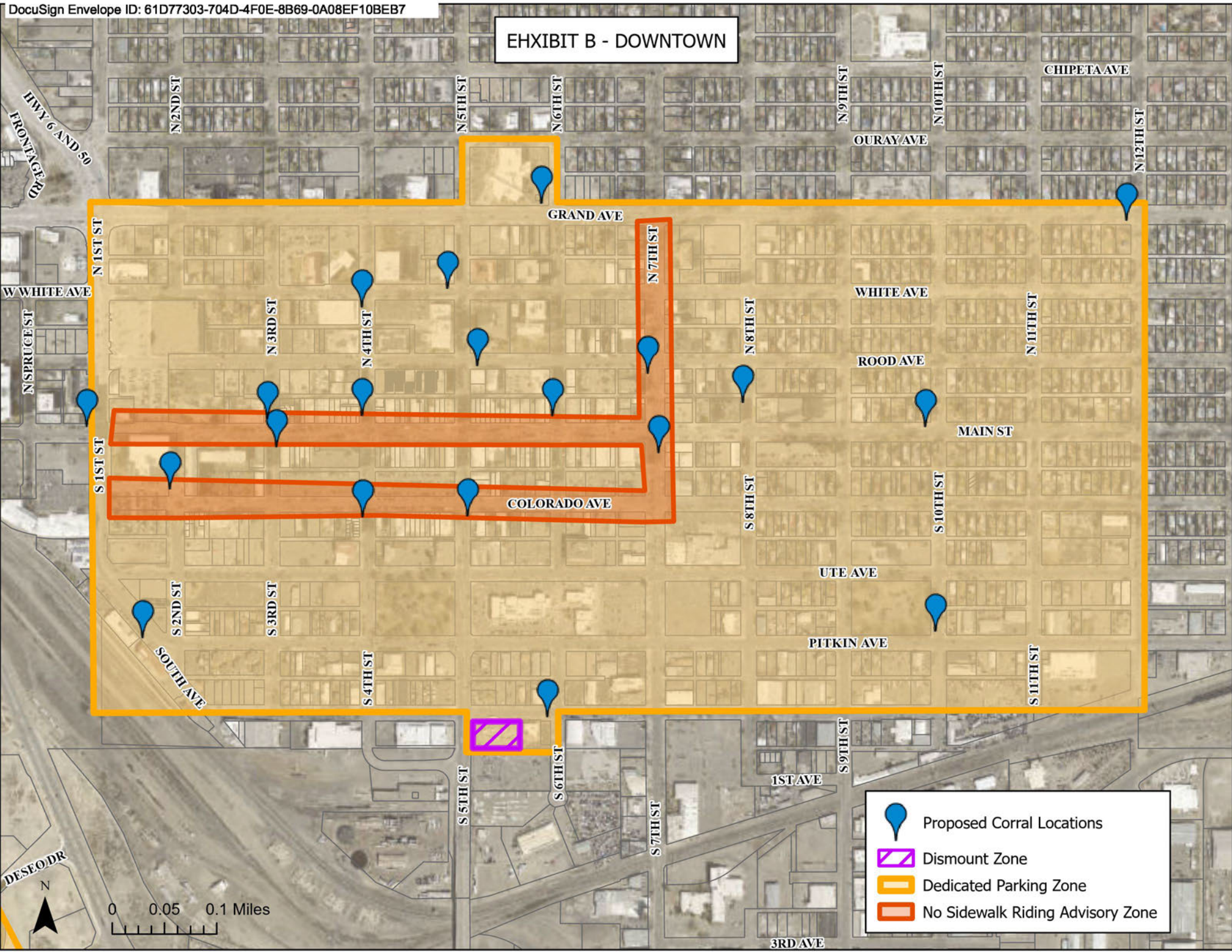
# EXHIBIT A - OVERVIEW







-  Dismount Zone
-  Free-floating Parking Zone
-  Dedicated Parking Zone
-  No Sidewalk Riding Advisory Zone
-  Pilot Boundary



# EXHIBIT B - DOWNTOWN



-  Proposed Corral Locations
-  Dismount Zone
-  Dedicated Parking Zone
-  No Sidewalk Riding Advisory Zone

DESEODR

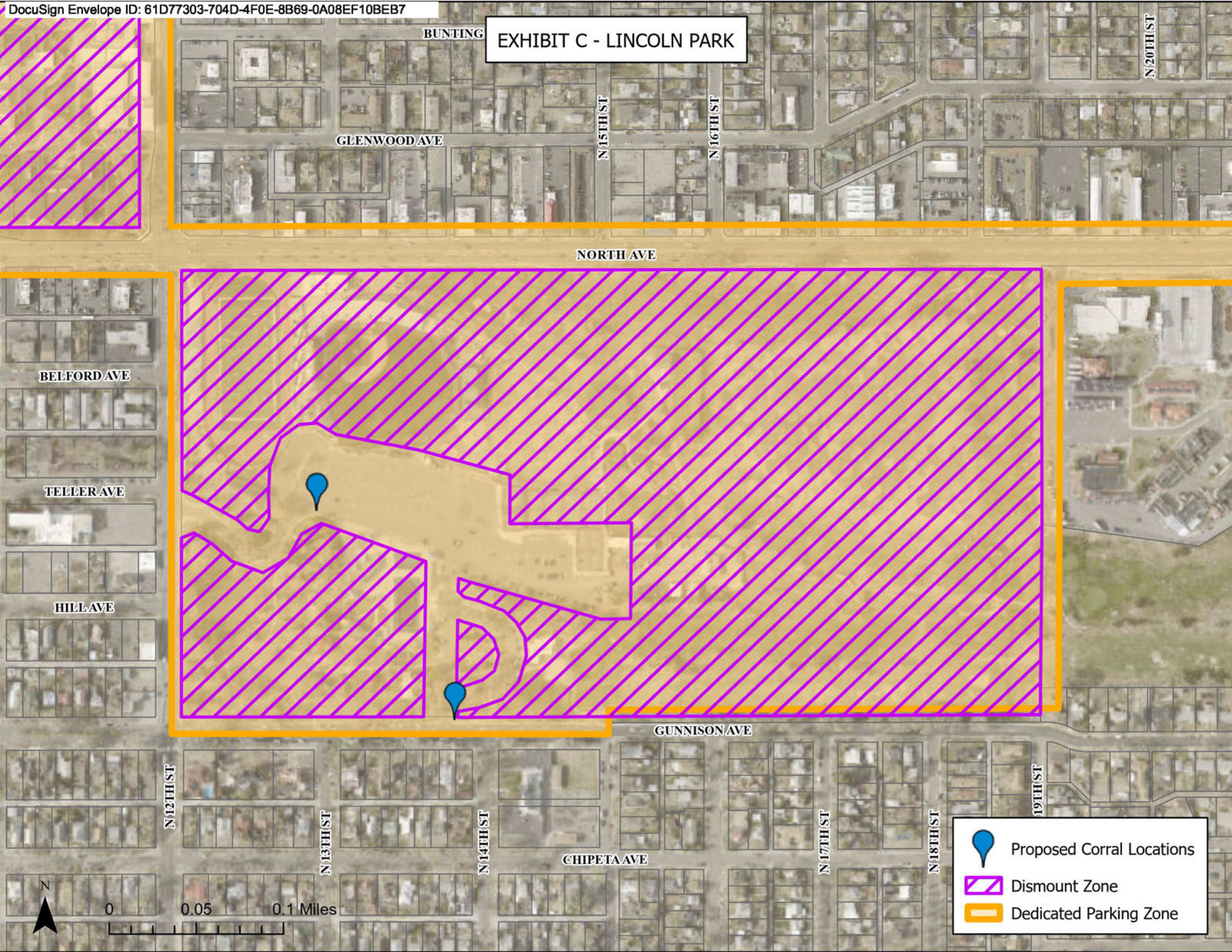
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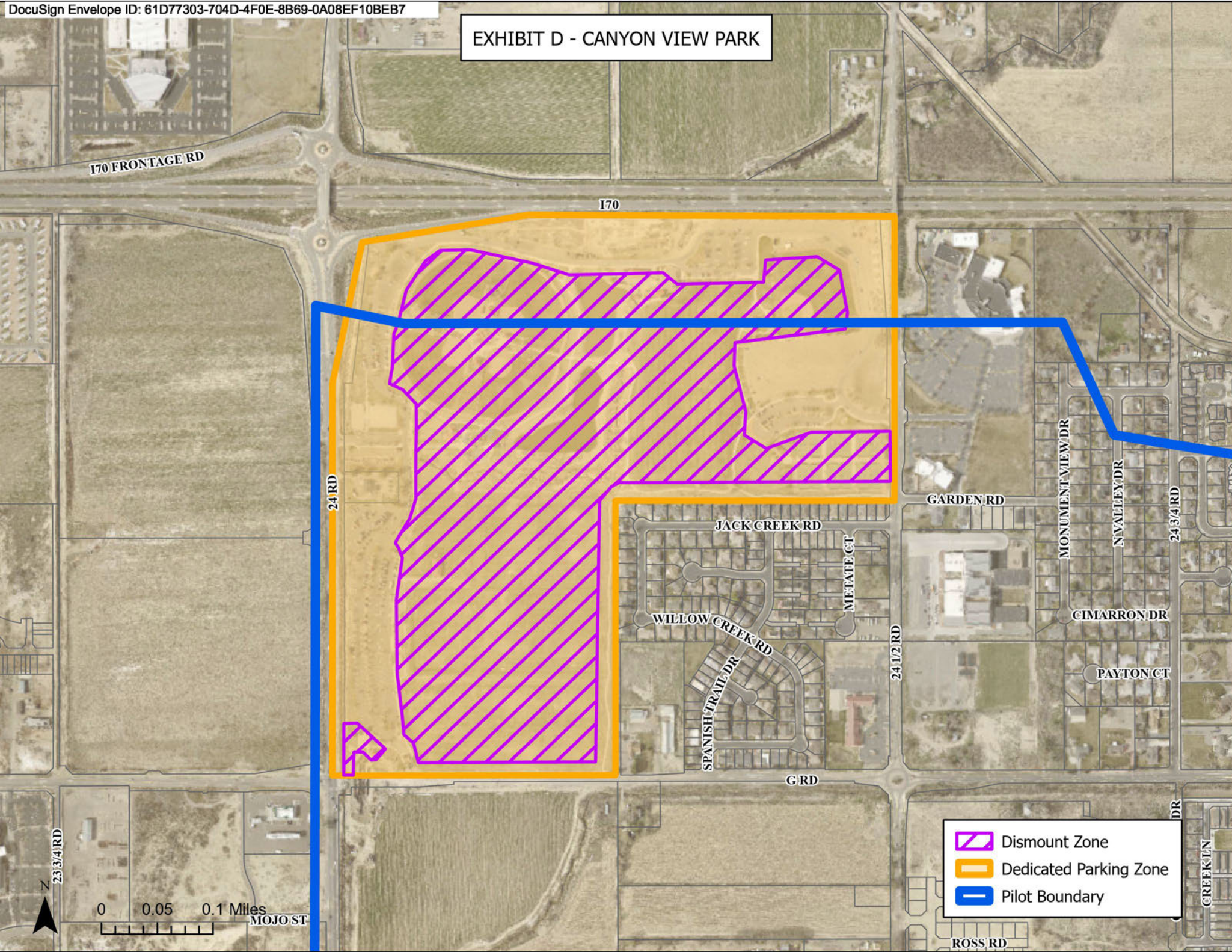





EXHIBIT C - LINCOLN PARK



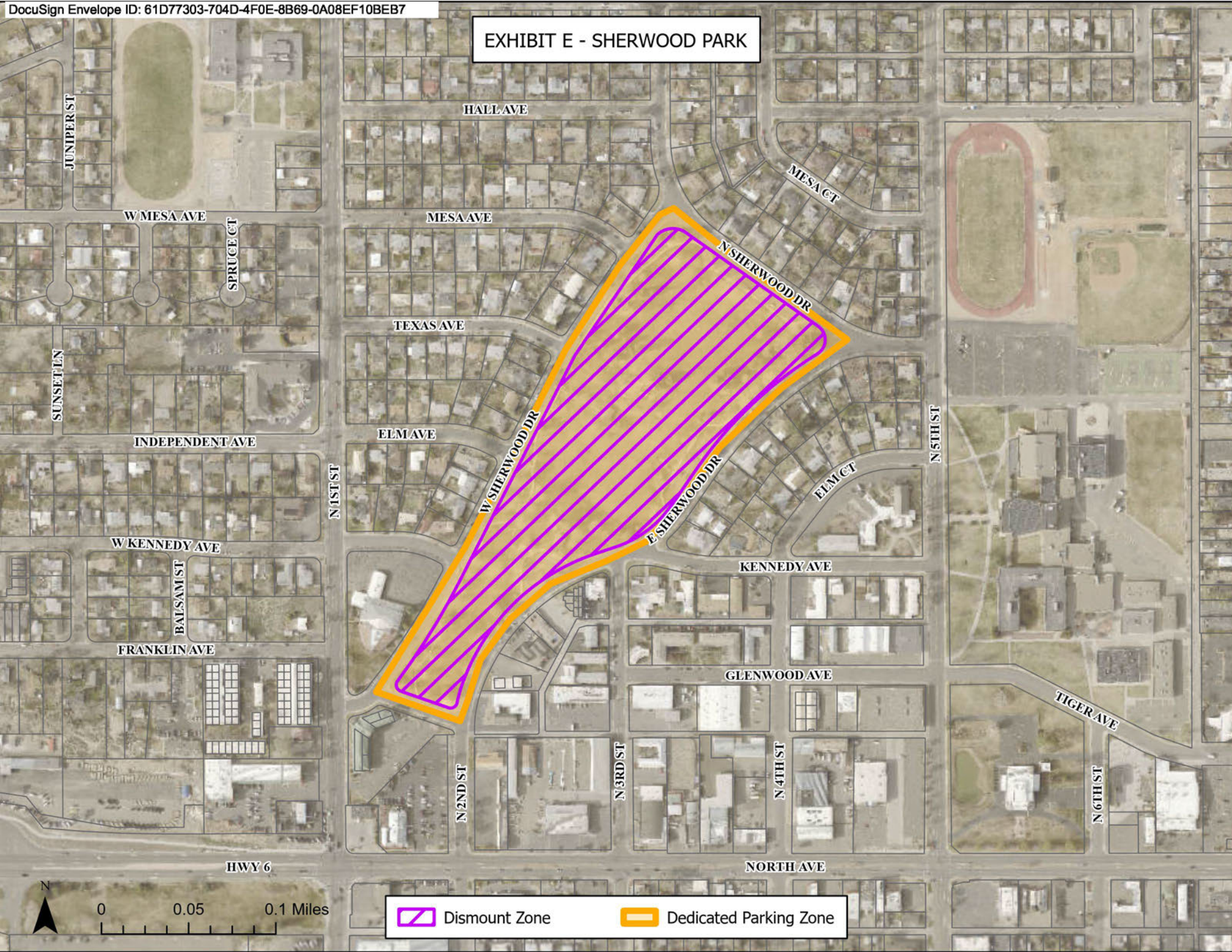
-  Proposed Corral Locations
-  Dismount Zone
-  Dedicated Parking Zone

# EXHIBIT D - CANYON VIEW PARK



-  Dismount Zone
-  Dedicated Parking Zone
-  Pilot Boundary

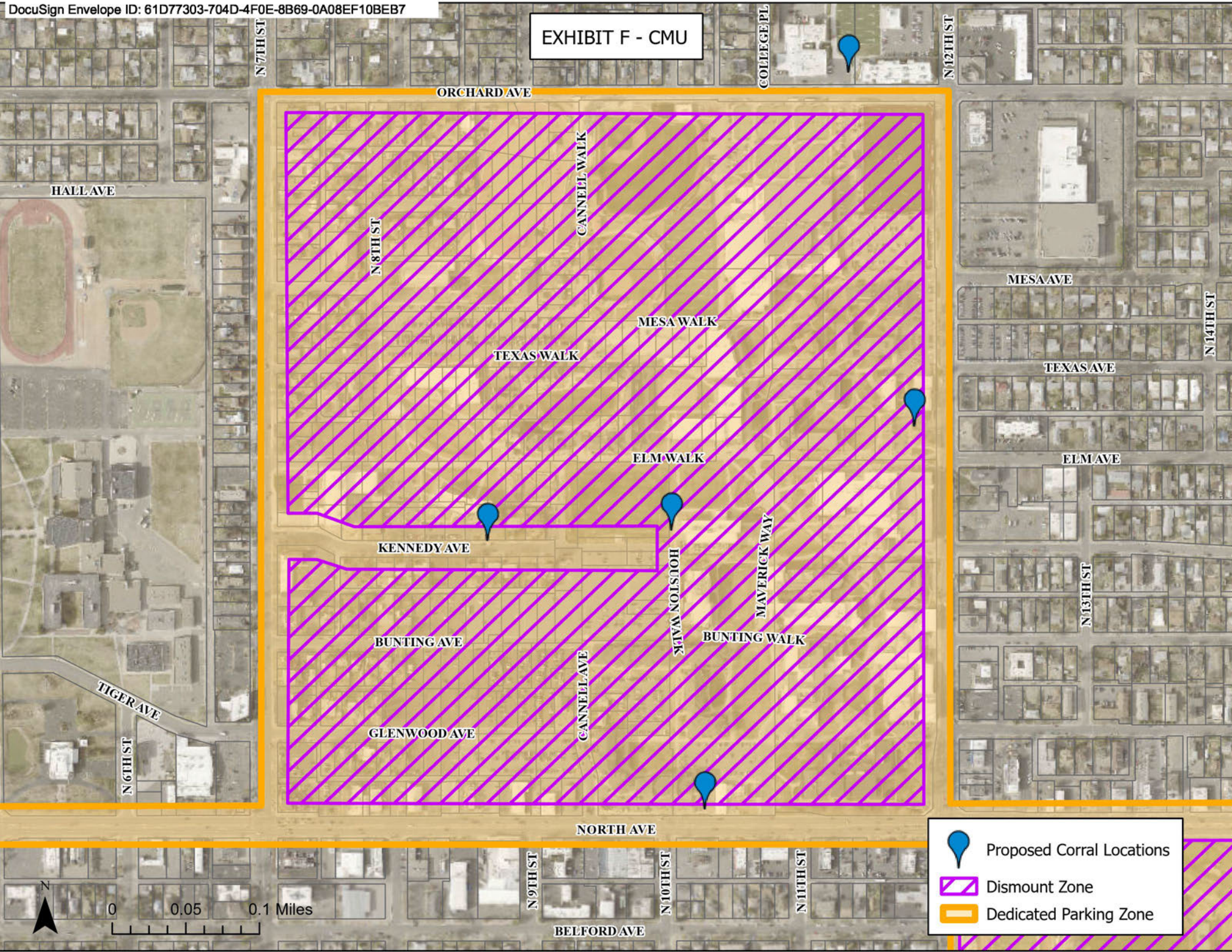
# EXHIBIT E - SHERWOOD PARK






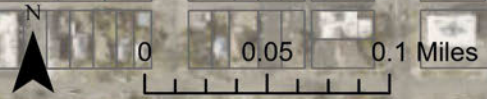
	Dismount Zone		Dedicated Parking Zone
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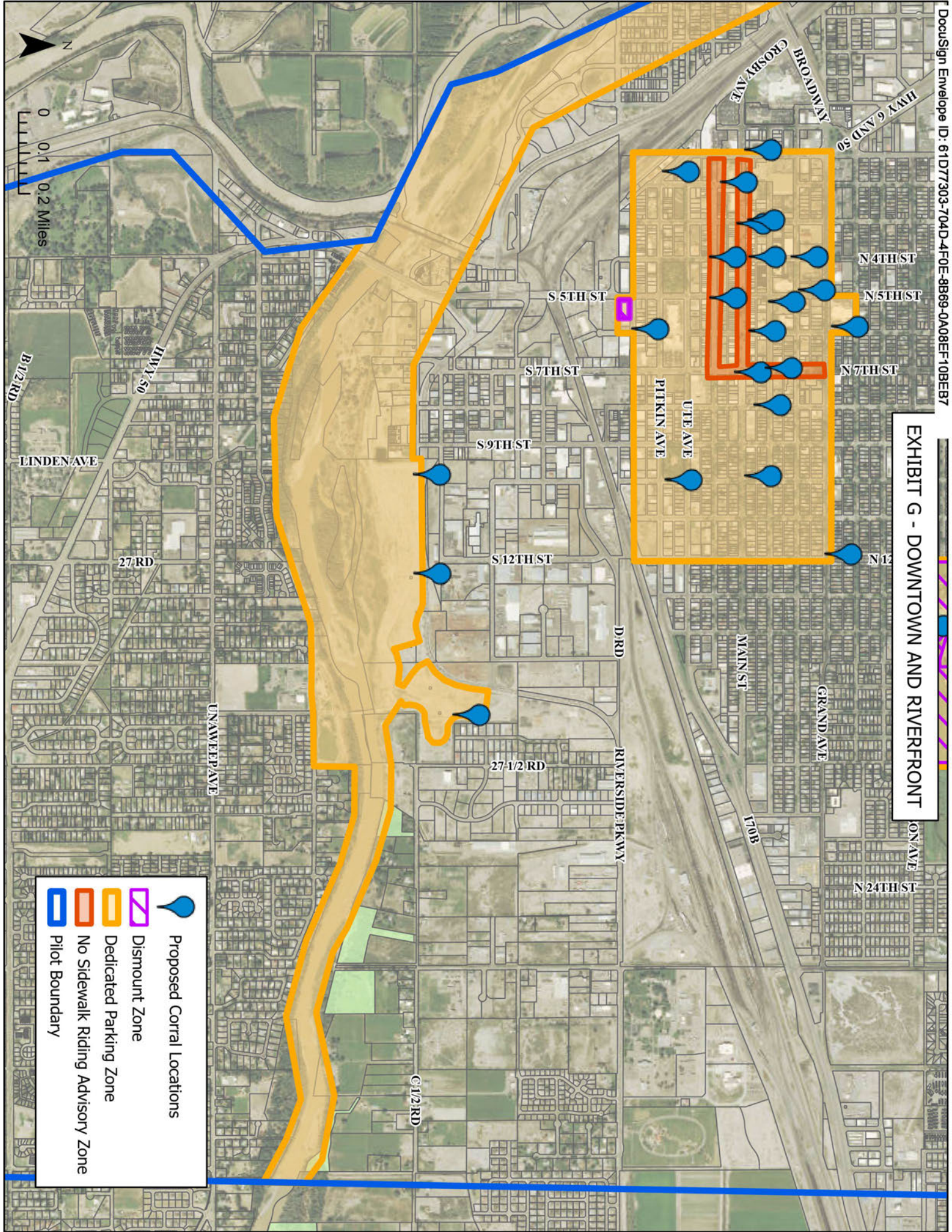
# EXHIBIT F - CMU



-  Proposed Corral Locations
-  Dismount Zone
-  Dedicated Parking Zone



# EXHIBIT G - DOWNTOWN AND RIVERFRONT



Proposed Corral Locations



Dismount Zone



Dedicated Parking Zone

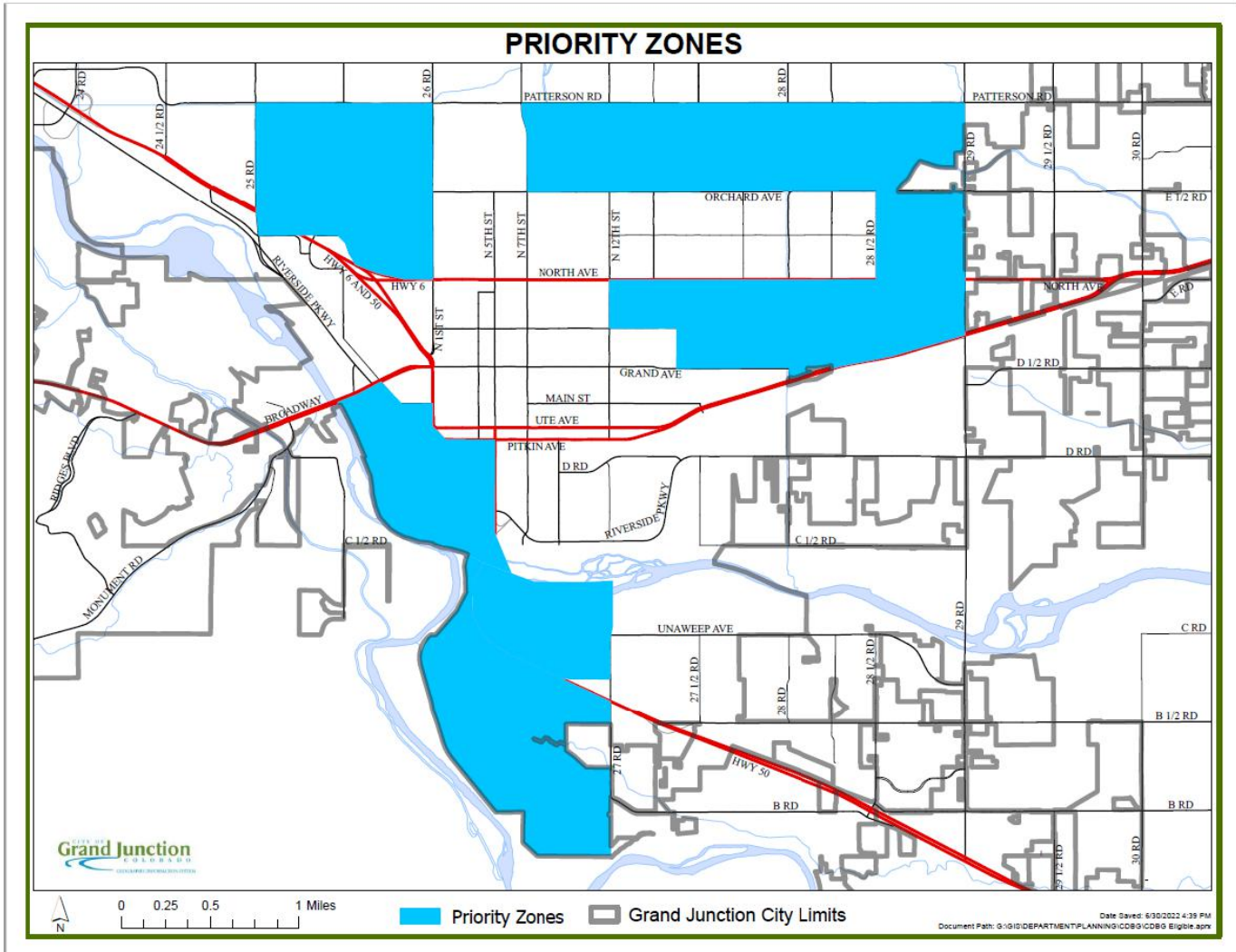


No Sidewalk Riding Advisory Zone



Pilot Boundary

### Exhibit H: Priority Zones Map





**Request for Proposal  
RFP-5098-22-KH  
MICROMOBILITY PILOT STUDY**

**RESPONSES DUE:**

September 6, 2022 prior to 2:00 P.M.

**Accepting Electronic Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**  
**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**NOTE: All City solicitation openings will continue to be held virtually.**  
**See Section 1.6 for details.**

**PURCHASING REPRESENTATIVE:**

Kassy Hackett, Buyer

**[kassy@gjcity.org](mailto:kassy@gjcity.org)**

970-244-1546

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

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### **Section**

- 1.0      Administrative Information and Conditions for Submittal**
- 2.0      General Contract Terms and Conditions**
- 3.0      Insurance Requirements**
- 4.0      Specifications/Scope of Services**
- 5.0      Preparation and Submittal of Proposals**
- 6.0      Evaluation Criteria and Factors**
- 7.0      Solicitation Response Form**

## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

**NOTE:** It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Kassy Hackett, Buyer  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

The City would like to remind all Firms, Sub-Firms, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified firms or individuals to implement a Pilot Study to evaluate the role of Shared Micromobility in helping the City reach its mobility goals as laid out in the 2020 One Grand Junction Comprehensive Plan.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Pre-Proposal Meeting:** An **optional** pre-proposal meeting is highly encouraged for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at City Hall Auditorium at 250 N. 5<sup>th</sup> Street, Grand Junction, CO on August 18, 2022 at 12:30pm.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.7 Submission:** **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website,**

[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). **The uploaded response shall be a single PDF document with all required information included.** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.* (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Solicitation Opening, RFP-5098-22-KH Micromobility Pilot Study  
Sep 6, 2022, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/515474381>

You can also dial in using your phone.  
Access Code: 515-474-381  
United States: +1 (872) 240-3311  
- One-touch: tel:+18722403311,,515474381#

Join from a video-conferencing room or system.  
Meeting ID: 515-474-381  
Dial in or type: 67.217.95.2 or inroomlink.goto.com  
Or dial directly: 515474381@67.217.95.2 or 67.217.95.2##515474381

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<https://meet.goto.com/install>

- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.9 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.10 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.11 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) and on the City’s

website at [www.gjcity.org/501/Purchasing/Bids](http://www.gjcity.org/501/Purchasing/Bids) . Offerors shall acknowledge receipt of all addenda in their proposal.

- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.13 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified



by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

- 1.17 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by

Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

- 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw

nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3.** "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

**2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.



## SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of:**

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned devices assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

**3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

### 4.1. Definitions:

*Adaptive Devices* – Adaptive devices means light-weight devices that are accessible to people with various physical disabilities. Adaptive devices include Class 1 Electric Bicycles, Class 2 Electric Bicycles, and adaptive Electric Scooters. Adaptive devices shall include three wheels (or be self-balancing), a seat with a backrest, and a basket or storage area large enough to hold a cane.

*City* – The City means the City of Grand Junction.

*Class 1 Electric Bicycle* – An electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour<sup>1</sup>.

*Class 2 Electric Bicycle* – An electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour<sup>2</sup>.

*Devices* – means any lightweight, low-powered or human powered vehicular unit, including bicycles, electrical assisted bicycles and electric scooters, either dockless or docked, that is part of a shared fleet operating in the City and that is operating as part of the approved Pilot.

*Dockless* – Dockless means an Electric Scooter, Class 1 or Class 2 Electric Bicycle, or other City-approved vehicle that does not require a fixed apparatus or infrastructure for its parking, receipt, or return.

*Electric Scooter* – A device weighing less than 100 pounds, with handlebars, that is powered by an electric motor; and that has a maximum speed of 20 mph on a paved level surface when powered solely by the electric motor. Electric scooter does not include an electric assisted bicycle, motorcycle, or low-power scooter<sup>3</sup>.

*Grand Junction* – Grand Junction means the geographic region encompassed by the incorporated boundaries of the City of Grand Junction.

*Low Power Scooter* – A self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following: (i) A cylinder capacity not exceeding 50 cubic centimeters if powered by internal combustion; or (ii) A wattage not exceeding 4,476 if powered by electricity; Low-powered scooter shall not include a toy vehicle, bicycle, electrical assisted vehicle, wheelchair, or nay device designed to assist mobility-impaired people who use pedestrian rights-of-way<sup>4</sup>. Colorado law refers to mopeds as low power scooters<sup>5</sup>.

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<sup>1</sup> City of Grand Junction Municipal Code, 10 § 040.20

<sup>2</sup> City of Grand Junction Municipal Code, 10 § 040.20

<sup>3</sup> Colorado Revised Statute 42-1-102(28.8)

<sup>4</sup> City of Grand Junction Municipal Code, 10 § 040.20

<sup>5</sup> Colorado Revised Statute 42-1-102(48.5)

*Operator* – Any entity awarded a contract with the City because of this RFP to deploy and operate a city-wide fleet and service integrating on-board technology allowing a User to utilize a Dockless Vehicle remotely from the public right of way during certain operating hours. The term includes any employee, agent or independent contractor hired by the Operator.

*Pilot* – Pilot is a preliminary analysis conducted by the City and an Operator(s) to evaluate factors related to the operation of Shared Micromobility Services within Grand Junction that include but are not limited to feasibility, duration, cost, adverse events and improve upon study design prior to establishing a permanent permitting system.

*Ping Rate (Latency)* – The time it takes for location data to be transmitted from the shared device hardware to a server on the Internet and back to the shared device again measured in milliseconds.

*Priority Zones* – Priority Zones are areas established by the City to promote transportation access and the expansion of Shared Micromobility services to less-resourced areas, areas eligible for Community Development Block Grants, areas where there is a greater concentration of employment centers, and areas where there is a greater concentration of high-density housing within the City.

*Shared Micromobility Services* – Shared Micromobility means a fleet of small human or electric-powered transportation devices comprised of bicycles, electric bicycles, electric scooters or any other small, lightweight City-approved vehicle; that is part of a shared-fleet; that provides mobility services between multiple users; and that uses smart-phone applications (Apps) to locate, reserve, check out, and process payment for the use of said Devices.

*User* – User means a person who patronizes an Operator(s) fleet Devices for Shared Micromobility within the City. .

**4.2. General/Background:** The City desires to implement a Pilot to evaluate the role, if any, of Shared Micromobility in helping the City reach its mobility goals as provided in the *2020 One Grand Junction Comprehensive Plan*, and to evaluate the impact of Shared Micromobility on quality of life, emergency services, and infrastructure. The Pilot will also inform future policies and regulations needed to manage Shared Micromobility in a multimodal transportation system.

**4.3. Pilot Structure:**

**4.3.1. Period of Performance:** It is the intent of the City to select up to three (3) Operators for the Pilot for an 18-month period of performance. The period of performance will be further broken up by six (6) assessment periods every three (3) months to evaluate the performance of the selected operator(s) and capture lessons learned. Assessment periods may be used to evaluate operator performance as means to inform potential fleet-expansions. After the initial 18-month period of performance, each selected operator may have the option to renew the Pilot for three (3) additional 18-months periods. Decisions regarding extension or termination of the Pilot will occur at the end of the period of performance; however, the City may at any time terminate for cause the

participation of any or all Operator(s) in the Pilot if the Operator(s) fails to perform in accordance with the terms and conditions of the pilot agreement. The City reserves the right to not renew the Operator(s) participation in the Pilot at the conclusion of the initial period of performance or any additional periods of performance if the City determines in its sole discretion that continuing to procure services with the Operator(s) is not in the City's best interest. The Operator(s) selected under this Request for Proposal (RFP) to participate in the Pilot will be required to enter into a single pilot agreement with the City. The pilot agreement is subject to negotiation and will be provided to the selected Operator(s) after negotiations are held and finalized.

**4.3.2. Performance-Based Fleet Expansion:** The City may authorize an increase in the size of the Operator(s) fleet if data reporting provided to the City shows upon assessment of the performance categories listed in Exhibit A. In order to be considered for a performance fleet expansion, the Operator(s) shall submit performance data for Tier 1 metrics for evaluation. The City will evaluate performance data and may authorize fleet expansion not to exceed 20 percent based on the Operator(s) starting fleet size. The Operator(s) shall have the option to submit performance data for Tier 2 metrics for evaluation, although not required. If the Operator(s) submit(s) Tier 2 data in addition to Tier 1 data, the City will evaluate that data and may authorize a fleet expansion not to exceed 25 percent. The Operator(s) may initiate a request for a performance-based fleet expansion three (3) months at the end of an assessment period.

#### **4.3.3. General Provisions**

- Operator(s) are only permitted to operate with and pursuant to consent from the City as the same is defined and described in the RFP and Pilot Agreement. Operator(s) may not commence operations prior to being selected for the Pilot and signing the Pilot Agreement. Operator(s) shall not begin, commence or launch operations except as set forth in the Pilot Agreement.
- The City reserves the right to terminate any Operator(s) who fail to meet any requirement(s) set by the City.
- Operator(s) shall agree to reimburse the City within 30 days for any costs the City incurs in addressing or abating violations in the public right-of-way as outlined in Chapter 10.08 of the Grand Junction Municipal Code (GJMC), including impound fees, costs to recover a Micromobility Device from a waterway, or parked/abandoned in a planter or other improper place together with the costs of the repair of public property.
- Operator shall abide by all the regulations set forth in Ordinance No. 5084 and Ordinance (Amendments to Chapter 10.04 Traffic, Chapter 10.14 Shared Micromobility Devices, and Chapter 9.04 Offenses).

**4.3.4. Parking:** If selected each Operator(s) interested in servicing the City will be required to provide dedicated parking zones. Parking zones will be shared among Operator(s).

As part of the proposals, the Operator(s) shall submit a service area concept plan that identifies the locations of proposed parking zones in its(their) proposed service areas. The City will work with selected Operator(s) to refine the Operator-provided parking zone locations. If multiple Operators are selected, the selected Operators shall work with the City to coordinate the location of parking corals with each other. The Operator(s) and the City will jointly agree on the locations and necessary equipment, such as bollards or docking station, for each parking zone.

Operator(s) shall obtain a Revocable Permit required for the operation of parking zones in the public right-of-way (ROW) as outlined in Section 21.02.180 of the Grand Junction Zoning and Development Code (GJZDC) and a Recurring Activity Fee for the operation of parking zones in the Downtown Area as outlined in the Section 12.24.030 of the GJMC. A sketch plan showing the proposed location(s) of the proposed designated parking zones and locations of property lines, sidewalks and streets will be required to be submitted to the City Public Works Department for approval.

**4.3.5. Fees (Revenue Sharing):** The Operator(s) shall agree to pay the following fees if selected for the Pilot. The City will determine, in its sole discretion, how to utilize and allocate the funds. The Operator(s) shall pay contractual fees in the following minimum amount for the duration of the term of the pilot agreement. Operator(s) may propose other amounts for the subsequent fees above the minimum amount. Minimum fees may be reassessed annually if there are subsequent pilot studies:

- a. Per Scooter Fee: Minimum \$65.00 per vehicle per year.
- b. Per Parking Zone Fee: Minimum \$95.00 per parking zone per year.
- c. Per Parking Zone Fee in the Downtown Area: Minimum \$200.00 per parking zone per year.
- d. Relocation/Removal Fee: Cost recovery per vehicle per incident plus damage see 4.3.3.
- e. User Fine: The Operator(s) shall also propose a user fine that shall be tied to the Parking Photo feature, and that shall be charged to users who incorrectly or illegally park devices. The proposed user fine shall be reviewed by the City prior to approval and may be subject to revisions before final approval.

**4.3.6. Surety Bond:** The Operator(s) shall agree to obtain and file a surety bond with the City in the amount of no less than \$80.00 per vehicle, in a form acceptable to the City. The surety bond shall serve to guarantee proper performance under the requirements of the RFP, the requirements of the GJMC and the Pilot Agreement.

- 4.4. Proposed Sequence for Proposal Evaluation, Contract Award, and Pilot Launch:** The City intends to launch the Pilot the first week of April 2023. The City intends to award contract(s) in October of 2022. Participant(s) selected for the Pilot shall use the interceding months between contract award and pilot launch to stand up its(their) operation(s) and community engagement activities.

Phase	Step
Phase 1 – Proposal Review	Proposals reviewed and scored
	Interviews

<b>Phase 2 – Operator Selection Pending Negotiations</b>	Equipment demonstrations
	Top 3 Operator(s) selected
<b>Phase 3 – Negotiations</b>	Top 3 Operator(s) will work with the City to coordinate the locations of parking zones
	Parking zones finalized
	Pilot Agreements finalized and signed
<b>Phase 4 – Parking Installed &amp; Pilot Launch</b>	Operator(s) pull required permits to operate parking zones in the public ROW
	Permits approved by City Council
	Parking zones installed
	City provides Operator(s) with shapefiles that specify boundaries and zones to input into Operator geofencing technology
	Community demonstrations
	Operator(s) launch service in the City

**4.5. Application Proposal:** Submit a PDF of no more than 25 pages that addresses each of the items and subsections of Section 4.5 of this RFP. Label each response the section number and contain all requested information in the order in which it is asked.

**4.5.1. Operator Information:**

- Operator(s) shall establish a local office and warehouse to manage operations, logistics, maintenance within the City limits to manage and store devices, data and customer service.
- Operator(s) shall submit staff qualifications and resumes for members of the local service team. Operator shall maintain a fleet management team located within Grand Junction for the purpose of Vehicle maintenance, rebalancing, relocation, and removal. Fleet management teams shall include a fleet manager, lead mechanic and support mechanics, vehicle charging associates, and vehicle recovery associates. Operator(s) shall propose fleet management team size.
- Operator(s) shall submit an organizational chart for both the local service team and the service local team as it relates to the overall company.
- Operator(s) shall designate one or more representatives who can respond to any issues related to the Pilot in the City, in person, within 30 minutes of being contacted. Operator(s) shall maintain a hotline available 24 hours a day, seven (7) days a week and shall staff the hotline with one or more local representatives.

**4.5.2. Operator History:**

- Operator(s) shall disclose whether it(they) obtained official permission to launch services in cities where currently or previously operating.
- Operator(s) shall disclose where it(they) currently operates and the fleet size of their current operations within those jurisdictions.

- Operator(s) shall disclose whether services were terminated for failure to comply with regulations of cities where they previously operated.
- Operator(s) shall provide summary reports of accident history for each market with past or current operations. Summary report shall include: 1) total miles traveled, 2) total number of reported crash incidents, 3) total number of reported injuries, 4) a summary of changes made by the operator to address safety incidents.

#### **4.5.3. Fleet:**

- Operator(s) shall propose the fleet size, describe the composition of the fleet(s) and breakdown the composition by Vehicle type, and explain how and why the proposed fleet will serve the Grand Junction market. Although not required, Operator(s) are encouraged to propose reserving a percentage of their fleet for Adaptive Devices.
- Operator(s) shall develop and file with the City a proposed Operations & Maintenance Plan. The Operations & Maintenance Plan shall be included as a separate attachment and does not count towards the 25-page limit. Plans shall be measurable to allow the City to monitor that the plan is being implemented.

#### **4.5.4. Service Areas & Deployment**

- Operator(s) shall describe its(their) proposed service areas and plans for deployment. Proposals shall identify anticipated activity nodes within the services area that would benefit from deployment of Devices. Proposals for service area shall include both a written plan and conceptual plan(s) (*i.e.*, map exhibit). Conceptual plan shall include the following features:
  - Service area boundary – Operations are limited to areas under the City Limits and under City's jurisdiction. Operator(s) looking to operate in areas under County jurisdiction will need to approach Mesa County separately.
  - Anticipated activity nodes.
  - Proposed parking zones.
- Operator(s) are encouraged to program service in City Priority Zones as part of their deployment plan (See Exhibit B).
- Deployment plans shall describe expected time of daily vehicle deployment and rebalancing shifts. Operator(s) shall propose a rebalancing plan to prevent Vehicle overcrowding across service areas and parking zones.
- City will provide the selected Operator(s) with shapefiles that indicate geofenced boundaries. City-provided geofenced boundaries shall include parking zones, restricted zones, speed zones, unrestricted zones. Operator(s) shall include the City-provided geofenced boundaries in their application interface.

#### **4.5.5. Vehicle Information**

- Operator(s) shall provide specifications and diagrams of Devices and supporting equipment as part of its(their) proposal. Diagrams shall label features with all pertinent information (diameters, weights, ping rate or latency, *etc.*). Operator(s) shall describe additional features or vehicle design innovations which increase rider safety and courteous parking.



- Each Vehicle shall be equipped with a lamp on the front emitting a white light visible from a distance of 500 feet as outlined in Section 10.04.221(2) of the GJMC.
- Each Vehicle shall be equipped with a rear red reflector visible for 600 feet to the rear as outlined in Section 10.04.221(2) of the GJMC.
- Each Vehicle shall be equipped with reflective material of sufficient size and reflectivity to be visible from both sides for 600 feet; in lieu of such reflective material, with a lighted lamp visible from both sides from a distance of at least 500 feet as outlined in Section 10.04.221(4) of the GJMC.
- All Devices shall be equipped with a brake or brakes that will enable its User to stop the vehicle within 25 feet from a speed of 10 miles per hours on dry, level, clean pavement as outlined in Section 10.04.221(7) of the GJMC .
- Each Vehicle shall meet all additional device equipment regulations as outlined in Section 10.04.221 of the GJMC.
- Each Vehicle shall meet US Consumer Product Safety Commission (CPSC) standards for weight bearing and any other state and national standards.
- Each Vehicle shall meet regulations pertaining to the manufacturing standards and classification of electric bikes and e-scooters as defined in Title 42. Devices and Traffic § 42-1-102 of the Colorado Revised Statutes.
- Each Vehicle shall clearly display the current contract phone number for the Operators' 24-hour customer service line.
- Each Vehicle shall display a unique ID number to identify and track devices as necessary.
- Each Vehicle shall be equipped with on-board GPS device to track devices at all times and report real-time data of current location at a minimum in 90 second intervals.
- Operator(s) shall describe additional features or vehicle design innovations which increase rider safety and courteous parking.
- Operator(s) shall describe how it(they) will weatherize devices for icy/snowy conditions.
- Operator(s) shall describe how it(they) will charge, store, and dispose of batteries.

#### **4.5.6. Parking**

- Operator(s) shall provide dedicated parking zones for devices and instruct Users to utilize designated parking zones. As part of the service area conceptual plans, Operator(s) shall identify proposed sites for parking zones.
- Operator(s) shall coordinate with the Mesa County Regional Transportation Planning Office for any onsite parking zones proposed at Grand Valley Transit facilities.
- Operator(s) shall make the location of parking zones available in the App interface to inform where Users can lawfully park at the conclusion of a trip.
- Operator(s) shall communicate to Users their responsibility to follow parking regulations. Operator(s) shall include tutorial in the App interface demonstrating how to properly park a Vehicle in a parking zone.

- Operator(s) shall describe the use of GPS and geofencing technology to enforce parking compliance. Operator(s) shall provide an in-App explanation of geofencing to the User(s).
- Operator(s) shall enable a Parking Photo feature in the App interface, which require the User(s) to take and submit photo of the properly parked Vehicle when concluding a trip.
- Operator(s) shall enable a penalty fee to Users who illegally park a Vehicle outside a parking zone or improperly (e.g., not upright) park the Vehicle in the parking zone. Cost-share of that fee between the City and Operator(s) shall be negotiated and specified in the Pilot Agreement.
- Operator(s) shall describe the process for receiving and resolving complaints and problems related to illegal parking or obstructions in the public rights-of-way.

#### **4.5.7. Safety:**

- Operator(s) shall communicate to the User proper and safe device operation.
- Operator(s) shall explain how it(they) will address safety issue(s) that may arise related to the use of a Vehicle.
- Operator(s) shall encourage the use of helmets to the User. Operator(s) shall describe how it(they) will provide access to helmets.
- Operator(s) shall describe how it(they) will collect, and report data related to complaints from non-Users to the City.

#### **4.5.8. Community Education & Investment:**

- Operator(s) shall develop a plan with dedicated strategies related to community education and rider safety. Community Education & Rider Safety Plan shall be included as a separate attachment and does not count towards the 25-page limit. Plans shall be measurable to allow the City to monitor that the plan is being implemented.
- Selected Operator(s) shall conduct a Community Demonstration event(s) as part of their outreach efforts prior the Pilot launch at a date and time determined by the City.
- Operator(s) shall partner with the improvement districts, such as the Downtown Development Authority and the Horizon Drive Business Improvement District, if its service areas fall within those jurisdictions. Additionally, Operator(s) are encouraged to partner with any metro districts in the City. Operator(s) shall describe how it(they) will outreach and partner to the property owners in the areas it will serve.
- Operator(s) shall describe how it(they) will leverage partnerships with organizations involved with promoting active transportation within the City.
- Operator(s) shall provide cash payment options for unbanked users and shall describe its(their) approach to providing this service(s).
- Operator(s) shall describe any discount programs.

#### **4.5.9. Data Sharing and Reporting:**

- Operator(s) shall make real-time and historical ride data available through a third-party data aggregator.

- The data provided through the third-party data aggregator shall be in compliance with the Mobility Data Specification (MDS) v1.2.0 and the Generalized Bikeshare Feed Specification (GBFS) v2.2. Operator(s) shall include all required and conditionally required files in compliance with the GBFS v2.2.
- The Operator(s) shall submit aggregated monthly data reports to the City within 10 business days of the start of the succeeding month. These reports shall include:
  - utilization rates
  - total downloads
  - total trips by day of week and time of day
  - origin and destination information for all trips
  - trips per vehicle
  - average trip distance
  - trips originating in or destined for designated Priority Zones
  - parking compliance at designated zones and at transit and bus stops
  - incidents of theft and/or vandalism
  - complaints
  - number of users participating in discount programs disaggregated by program type (low income, students, etc.)
  - accident/crash information
  - payment method information
- The City reserves the right to use data for special studies and share findings based on data at workshops and conferences and share data with academic or research partners.
- Operator(s) shall provide data privacy policy plan as part of the App. The Data Privacy Plan shall be included as a separate attachment and does not count towards the 25-page limit. At a minimum operator(s) shall anonymize all personal identifiable information (PII) and trip data to protect the privacy of the User and shall abide by MDS and GBFS data privacy guidelines and requirements, as well as comply with any city, state, and federal privacy standards.

**4.6. Application Materials Checklist:**

- Application Proposal (25-page limit)
- Community Education & Rider Safety Plan
- Service Area Concept Plan

- Vehicle Specification Sheets
- Data Privacy Plan
- Operations & Maintenance Plan

**4.7. Price/Fees:** Project pricing shall be all inclusive, to include, but not be limited to labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

The City shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Provide a not to exceed cost using Solicitation Response Form found in Section 7, accompanied by a complete list of cost breakdown and rates sheet.

All fees will be considered by the City to be negotiable.

**4.8. Timeline:** It is expected that the Pilot will be completed in eighteen (18) months from date of pilot launch.

**4.9. Pre-Proposal Meeting:** An **optional** pre-proposal meeting is highly encouraged for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at City Hall Auditorium at 250 N. 5<sup>th</sup> Street, Grand Junction, CO on August 18, 2022 at 12:30pm.

**4.10. Attachments/Exhibits:**

- o Exhibit A: Performance Categories
- o Exhibit B: Priority Zones Map

**4.11. RFP Tentative Time Schedule:**

- |   |                        |
|---|------------------------|
| • Request for Proposal available:                 | August 8, 2022         |
| • Pre-Bid Conference                              | August 18, 2022        |
| • Inquiry deadline, no questions after this date: | August 26, 2022        |
| • Addendum Posted:                                | August 30, 2022        |
| • Submittal deadline for proposals:               | September 6, 2022      |
| • Owner evaluation of proposals:                  | September 7 – 14, 2022 |
| • Interviews                                      | September 19, 2022     |
| • Equipment Demonstration                         | September 26, 2022     |
| • Final selection:                                | September 30, 2022     |
| • Contract Execution:                             | October 2022           |
| • Pilot Launch                                    | April, 2023            |
| • Completion By:                                  | October 2024           |

**4.12. Questions Regarding Scope of Services:**

Kassy Hackett, Buyer  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only through the BidNet website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to F**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a professional vendor with experience in Micromobility Services to become a contract provider to the City of Grand Junction. Include prior experience with similar projects.
- C. Strategy and Implementation:** Describe the Firm’s interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, etc.
- E. Fee Proposal:** Provide an all-inclusive, not to exceed cost using Solicitation Response Form found in Section 7.0, accompanied by a complete list of costs breakdown.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only Proposers that meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 90%
<ul style="list-style-type: none"><li>• <b>Responsiveness of Submittal to the RFP (10)</b> (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)</li><li>• <b>Experience (30)</b> (Firm's proven proficiency in the successful completion of similar projects.)</li><li>• <b>Understanding Project &amp; Objectives (20)</b> (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)</li><li>• <b>Strategy &amp; Implementation Plan (30)</b> (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C for details. Timeline of final report included in this score.)</li></ul>

The following criteria shall be worth 10%
* <b>Fees (10)</b>

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, firm, supplier, or service provider in determining final award(s).

References will be assessed during the final phase of the evaluation process.

The Owner will undertake negotiations with the top-rated Firm(s) and will not negotiate with lower rated firms unless negotiations with higher rated Firm(s) have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated Proposer(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm(s).

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-5098-22-KH Micromobility Pilot Study**

*Offeror must submit entire Form completed, dated and signed.*

**1) All inclusive, not to exceed cost to implement a pilot study for shared micromobility as specified in the scope above:**

\$ \_\_\_\_\_

**Total Amount Written:** \_\_\_\_\_ **Dollars**

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*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

## Exhibit A: Performance Categories

<b>Performance Metric</b>	<b>Metric Type</b>
Total number of trips	Tier 1 – Basic
Trips per vehicle per day	Tier 1 – Basic
Number of parking violations	Tier 1 – Basic
Average response times to violations	Tier 1 – Basic
Number of safety incidents	Tier 1 – Basic
Number of unbanked users	Tier 2 – Optional
Number of trips per month originating and terminating in Priority Zones	Tier 2 – Optional
Number of community engagement events	Tier 2 – Optional
Total vehicle miles traveled	Tier 2 – Optional
Number of adaptive vehicle operations	Tier 2 – Optional
Number of helmets distributed	Tier 2 – Optional







**CITY OF GRAND JUNCTION, COLORADO**

REQUEST FOR PROPOSALS

**Shared Micromobility**

**DUE DATE:  
SEPTEMBER 6th 2:00 PM**

**CONTACT:  
Kassy Hackett, Buyer  
kassy@gjcity.org 970-244-1546  
CITY OF GRAND JUNCTION  
REQUEST FOR PROPOSALS  
RFP NO. 5098-22-KH**

Response to the City of Grand Junction  
Shared Micro-Mobility Permit Application  
NEUTRON HOLDINGS, INC. D/B/A LIME  
RFP-5098-22-KH

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4.5.2. Operator History

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4.5.4. Service Areas & Deployment

4.5.5. Vehicle Information

4.5.6. Parking

4.5.7. Safety

4.5.8. Community Education & Investment

4.5.9. Data Sharing and Reporting

Appendix A: Community Education & Rider Safety Plan

Appendix B: Service Area Concept Plan

Appendix C: Vehicle Specification Sheets

Appendix D: Data Privacy Plan

Appendix E: Operations & Maintenance Plan

Appendix F: Lime's Global Markets

Dear Ms. Hackett,

Thank you for the opportunity to submit our proposal to operate in the city of Grand Junction. We are excited that you are considering Lime as a possible micromobility partner.

Lime is committed to being a reliable and responsible partner to Grand Junction. We would like to work together with the city government to provide a successful, sustainable service that supports the city's transport and urban planning objectives and reduces personal car use.

We have a dedicated Colorado team and will employ residents of Grand Junction as part of our commitment to delivering a service that prioritizes rider and non-rider safety and respects public space.

Currently, we operate in Denver, Boulder, and Colorado Springs, and we have built strong, collaborative and responsive working relationships in each of those municipalities. We can provide references from each of those places, as well as any of our global markets, should you require them.

Since we started operating in Colorado, we have grown as a company, both in terms of our size, but also in how we operate. We have built a strong and experienced local Colorado team that is both responsive and approachable. We have improved our systems and become a better city partner. We have built stronger, more sustainable hardware, developed advanced deployment models, created more robust customer service processes, and we have developed rider safety events.

Within this proposal, we provide information about Lime protocols, how we maintain our scooters, our customer service and incident response, and how we engage with riders and non-riders alike, and community partners.

We look forward to operating Lime vehicles in Grand Junction and building an efficient and sustainable micromobility program that fits within Grand Junction's transportation needs and aspirations. Please feel free to reach out to have further discussions about Lime and how we have become the largest micromobility company in the world by helping communities like Grand Junction

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Sedbrook', with a stylized flourish at the end.

David Sedbrook  
Director of Government Affairs  
720-296-0524  
[david.sedbrook@li.me](mailto:david.sedbrook@li.me)

#### 4.5.1. Operator Information:

Since we began service in Colorado, **we have paid out over five million dollars to local labor within Colorado to support our operations.** Lime's Colorado Operations Team currently includes twenty-five full-time staff members that in Denver, Boulder and Colorado Springs. The Grand Junction operation will fall under this umbrella which is overseen by Cody Noblin, Senior Operations Manager for Colorado.

Lime is currently locating a **warehouse in Grand Junction**, run by our local team and supported by the Colorado Operations Team, located within Denver **since 2017**. Our staff of eight will focus on safety, vehicle maintenance and fleet oversight. Additionally, our full time staff are essential to a successful launch and operation of our program, and are responsible for hosting First Ride education events as well as representing Lime at local community events where we are an active participant.

Upon award, Grand Junction will be provided with management contact information in addition to having access to Lime's Customer service which can be contacted 24/7 by phone at 1-888-LIME-345, via email at support@li.me, and by text at 1 (888)-546-3345. Our customer service contact information is affixed to the stem of each of our vehicles, so regardless of whether someone has a Lime account they can quickly and easily get in touch with a member of the Lime support team to report an issue.

#### Lead Team Members

##### Operations Team



**Cody Noblin**  
*Senior Operations  
Manager,  
Colorado*

Cody is Lime's Senior Operations Manager for Colorado who has been with Lime for four years and developed all of our micromobility programs in the state. Cody oversees our teams of Operations Specialists and Mechanics, supports our community outreach and engagement efforts, and ensures operational compliance with the City's rules and expectations.



**Dan Shoman**  
*Regional General  
Manager, US South*

Dan is accountable for the Program's financial performance and ensures operations are designed to meet the City's regulatory and safety requirements. In addition to Colorado, he is responsible for planning and overseeing market operations in cities including Austin, Charlotte and Nashville. Dan has more than three years working in shared transportation operations.

##### Government Relations Team



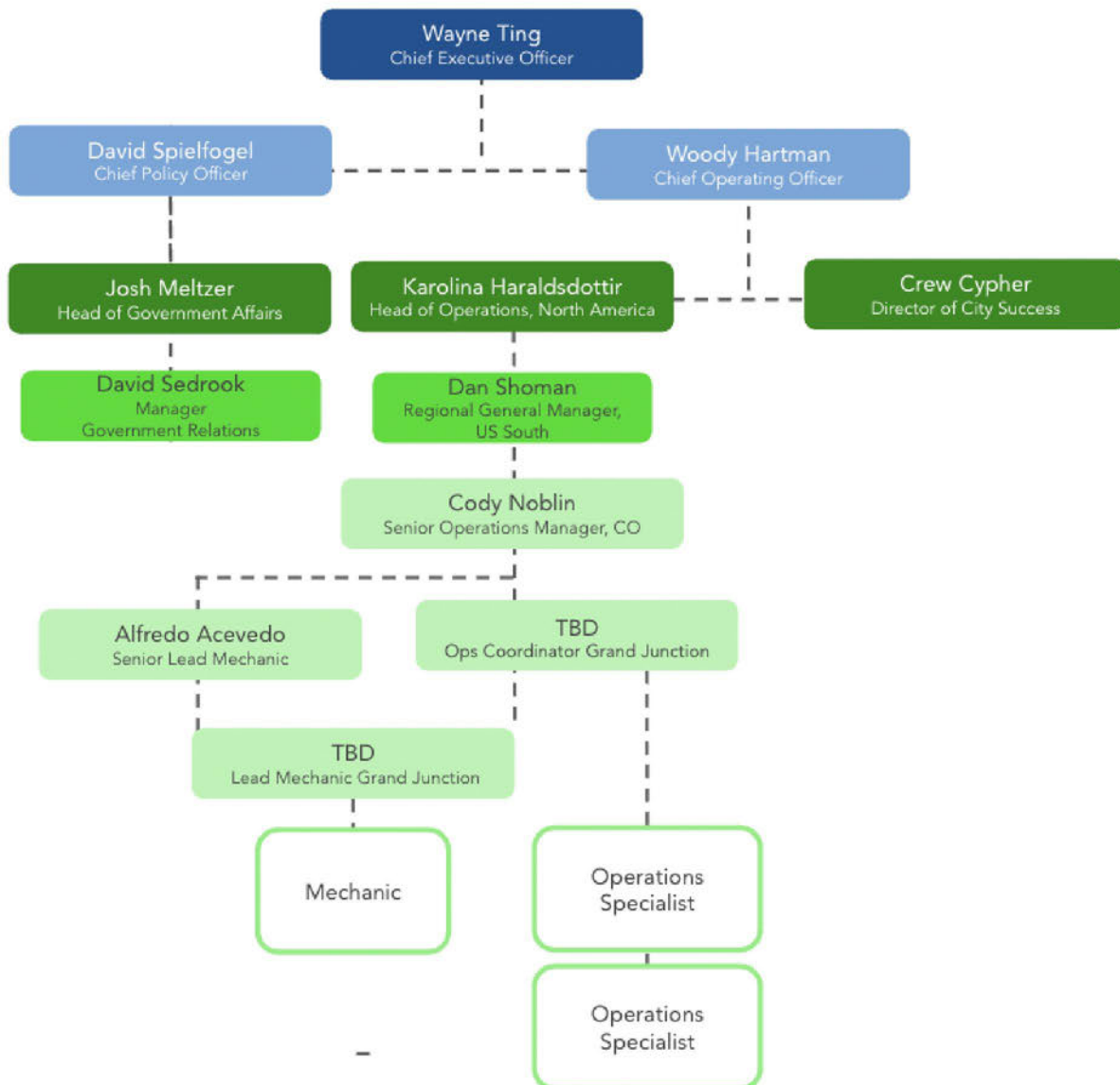
**David Sedbrook**  
*Director of  
Government  
Relations, US South*

David serves as the Director of Government Relations for the US South, which includes Colorado. His focus is to build and maintain partnerships with government leaders, businesses, nonprofits, and community organizers in the markets he leads. David plays a key role in guiding, growing, and embedding Lime in the markets he represents. David is a native of Colorado and lives just south of Denver. David has experience in state government in Colorado, government affairs for associations and for civil engineering firms building infrastructure at the municipal, state, and federal level.

## INVESTING IN GRAND JUNCTION

We believe in providing equitable, green mobility options. And, aligned with the city’s Strategic Plan, we are committed to “*reducing household transportation costs and eliminate cost barriers to accessing mobility solutions.*” With this in mind, at launch, Lime will provide **Lime Access**, our program to make our devices affordable for lower income residents. We will use our data-driven deployment strategy to locate our vehicles along bus routes and parking corrals to manage parking and provide access to close the first and last miles, especially for commuters.

## Lime Organizational Chart



#### 4.5.2. Operator History:

During the early days of micromobility, companies entered some cities before local regulations were clear and established. As official programs were implemented, Lime has complied with all permissions and regulations. Since 2019, Lime has only launched service with official permission of the cities.

A list of operational markets can be found in **Appendix E**.

Since January 1, 2020, Lime no longer operates in Greensboro, North Carolina, San Antonio, Texas, and Baltimore, Maryland due to permit non-renewal. We withdrew operations from Ithaca, New York, when we were unable to add bikes to our program offering. We are currently not operating in Miami, where the City revoked permits for all operators except one that provides only seated vehicles citing non-compliance with Miami's requirement that operators are responsible for ensuring that riders always wear helmets. We are currently not operating in Dallas, where the City temporarily suspended its program for all operators following a rise in crime in the Central Business District. Unlike other micromobility operators who have recently ceased serving a number of cities for financial reasons, Lime has maintained a solid financial footing that ensures our continued service to our communities globally.

Safety of riders and non-riders is Lime's top priority, so we are hyper-focused on preventing injuries and safety incidents. Our fleet has traveled over 319,000,000 miles around the world, and we are proud that 99.992% of our trips globally end without incident. Lime does not track the disability status of its riders, nor do we track the citations given to riders by local authorities.

In response to safety incidents, Lime has made updates to our Gen 4 scooters to increase stability and visibility. We have also introduced additional rider safety resources, like a mandatory in-app quiz and digital and in-person First Ride events to educate riders and non-riders on safe behaviors. Finally, using our Rapid Accident Detection And Response (RADAR) technology and on-board telematics, Lime's Hardware and Trust and Safety Teams track issues in real time. Based on this data, we can perform maintenance or make changes as needed on one vehicle or the whole fleet, preventing incidents before they happen.

#### 4.5.3. Fleet:

We propose bringing 200 of our newest E-scooters and 100 of our newest E-bikes to the City during the upcoming permit period, as well as accessible vehicles. Lime is happy to work with the City to adjust numbers and proportion of e-scooters to e-bikes to best suit the City's needs.

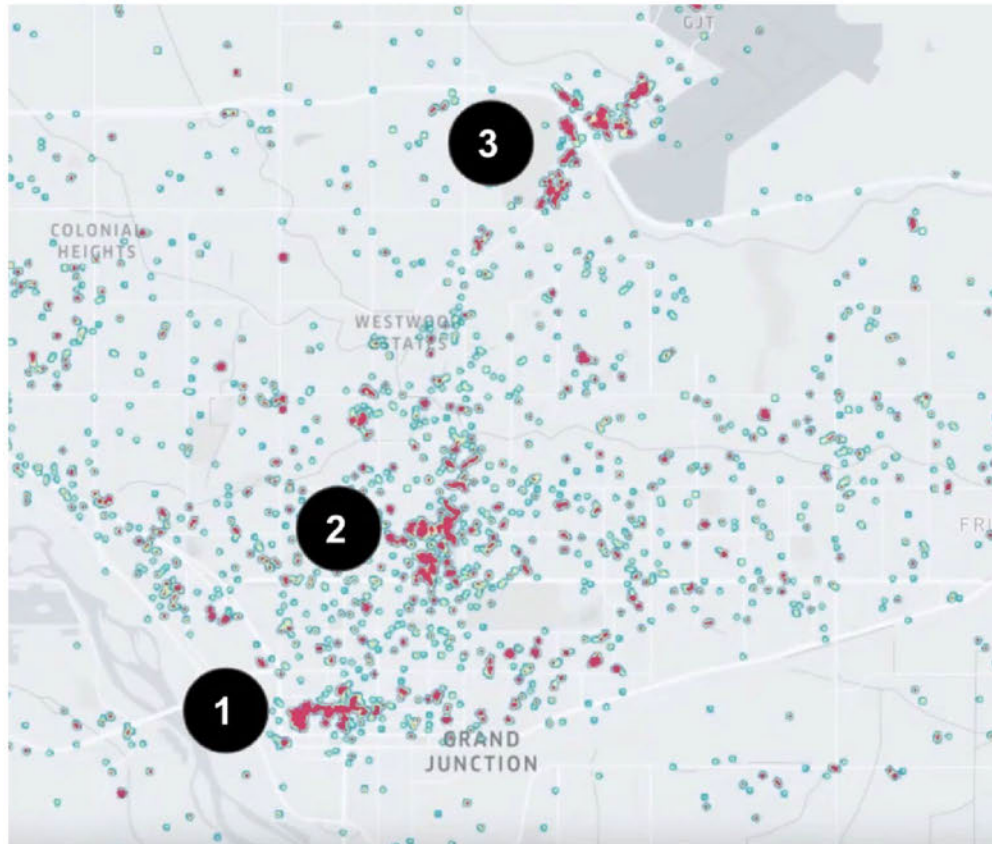
	Proposed 2023 Fleet
<b>E-scooters</b>	200
<b>E-bikes</b>	100
<b>Adaptive vehicles</b>	Adaptive vehicles available for on-demand delivery.

The Operations and Maintenance Plan has been included in **Appendix A**.

#### 4.5.4. Service Areas & Deployment

##### Written Plan:

With Lime being the global micromobility leader, we have already seen over **2,500 different people open Lime's app in Grand Junction**. These are real people within the Grand Junction community today that are in search of Lime's service. The map below illustrates the location of every Grand Junction resident and visitor that has opened the Lime app in search of a vehicle.



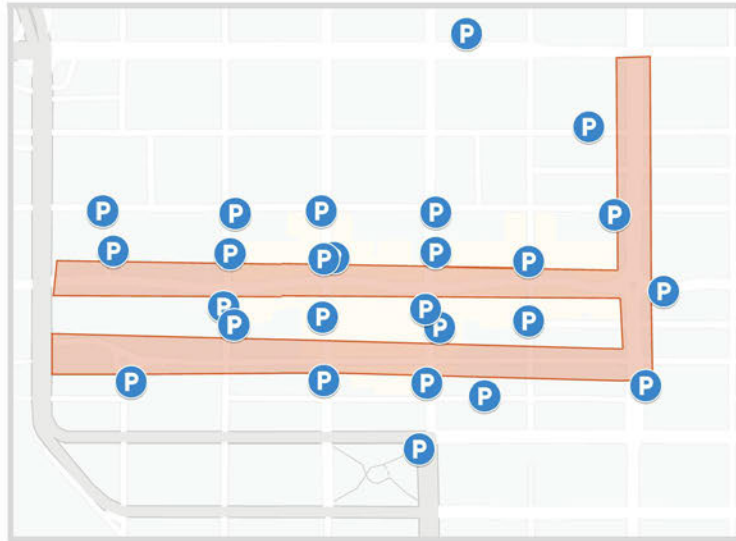
Leveraging this community data, Lime has mapped locations, helping better understand where people within the community value Lime's service most. Our proposed service area and anticipated fleet distribution plans are shown below. We anticipate the highest demand for our vehicles in and around the City Center, Colorado Mesa University, northward towards the airport, and in neighborhoods in and around Western Colorado Community College, the Mesa Mall, and Grand Valley Transit facilities. We also plan to service all City Priority Zones within our Service area.

Lime will begin operations in Grand Junction with a phased approach. Phase 1 includes the City Center, where we anticipate the most demand for vehicles. Phase 2 includes the area neighborhoods and businesses surrounding Colorado Mesa University, as we know that students are early adopters of micromobility devices and are looking for convenient ways to travel without cars. Phase 3 will be an expansion to the northern Grand Junction area, in addition to neighborhoods to the East and West of downtown.

We anticipate high ridership in the City Center and around Colorado Mesa University, so there is a high concentration of parking locations in these two areas. Additionally, we anticipate demand for convenient



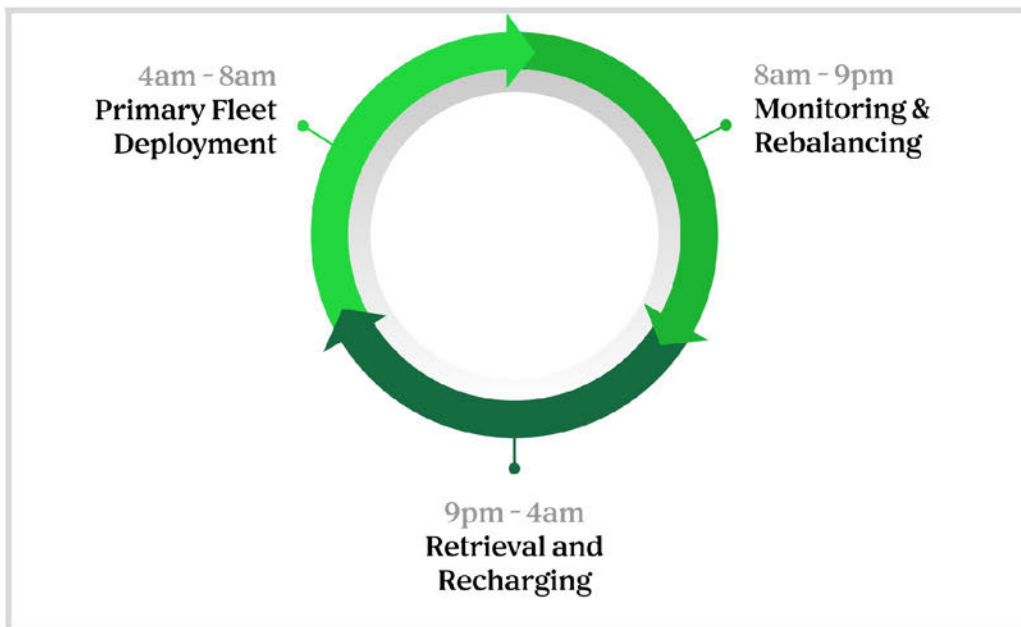
parking around the No Operation Zones along Main, Colorado, and 7th Street, so we have proposed parking locations surrounding the perimeter of these zones. Additional parking will be provided at other anticipated activity nodes near parks (Sherwood Park, Lincoln Park), recreation centers, apartment complexes (Railyard at Rimrock, Foresight, Copper Village apartments), libraries, restaurants, shopping centers, grocery stores, hotels, and bus routes. We have also proposed parking zones along the perimeter of the service zone, so that those riders wishing to travel further outside of the City Center will have a convenient spot to park their vehicles before exiting the Service Zone. See Appendix B for a map of all proposed parking locations.



*Parking locations surrounding the No Operation Zone downtown*

**Deployment and Rebalancing Plan:**

Lime will deploy 100% of its fleet in designated parking locations each morning. Deployment locations will be the same as parking locations for users to end their trips. This plan will allow regular users to gain familiarity with parking locations and will provide reliable expectations on where scooters can be found each day.



Lime's vehicles are monitored 24 hours a day. Our morning deployment begins at 5am - where our Operations Specialists and Juicers deploy vehicles to the City's designated corrals and other hotspots throughout Grand Junction - and continues through 9am. Throughout the rest of the day we continually rebalance - move or repark vehicles -- to ensure availability for residents and visitors across Grand Junction and maintain a tidy fleet (as described below). In the afternoon, we begin to collect the vehicles, reaching a low at 10pm as most vehicles are recharged, maintained, and prepared for morning redeployment. In addition to our scheduled deployment and rebalancing, Lime is continually monitoring our fleet 24/7 to immediately respond to rebalancing, charging, and preventative maintenance needs any time of day or night, with no service interruptions.

Our back-end systems alert us when vehicles are clustered so that they can be redistributed (see rebalancing below). In addition, Lime can change deployment as requested by the City or private parties.

### **Rebalancing/redistribution:**

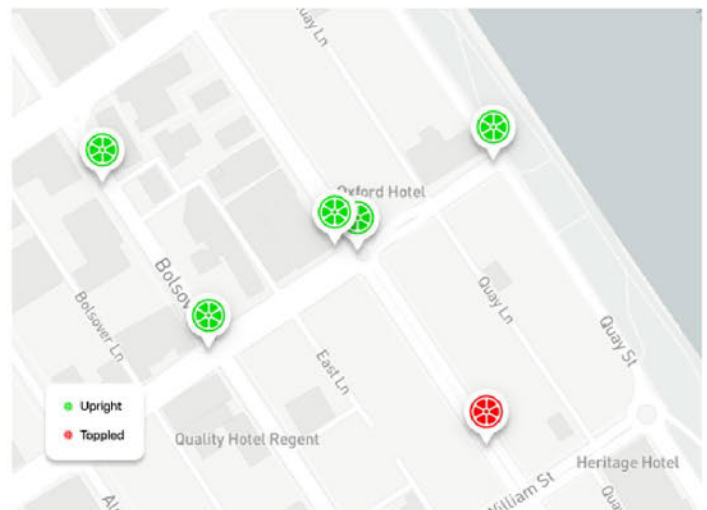
Lime rebalances our vehicles at least twice per day. In addition, our real-time dashboards track the position and status of every vehicle, so we can dispatch team members to rebalance the fleet immediately to address any issues. We anticipate that many trips will end downtown and surrounding the No Operation Zones on Main Street, Colorado, and 7th Street. Therefore, we will monitor vehicle overcrowding in these popular locations and rebalance vehicles to other parking locations in real time as we see oversaturation.

Each vehicle has GPS and wireless location technology so we can track details remotely, including distance traveled, estimated battery life, and remaining mileage.

### **Tipping sensors:**

Our vehicles also have tip sensors, which alert the local team in real time if a vehicle has fallen over. Lime's e-scooter has an internal gyroscope and alignment sensor to automatically detect and report tipping to our team (image at right). This data feeds into a proprietary dashboard which tracks tipped vehicles in real time, alerting our local Operations Team to address tipped over vehicles. Once notified, an Operations Specialist is dispatched to right, repark, and/or remove the vehicle, with the majority of retrievals completed within 15 minutes and in no case more than an hour.

Vehicles designated for scheduled inspection and maintenance, or those that have been reported as damaged, are deactivated and brought to the Lime warehouse. We retrieve vehicles generally within 15 minutes and no more than one hour.



Lime also incentivizes riders to rebalance devices if parked improperly, or ride them to higher use areas. Riders who rebalance to prompted locations are rewarded with ride credits. We replace the e-scooter icon with a diamond in the app so that riders can see which vehicles need to be moved.

#### 4.5.5. Vehicle Information

All of Lime's vehicles are designed by our in-house team of over 100 designers and engineers, who also directly oversee manufacturing. Our control over design and manufacturing enables us to achieve Grand Junction's reliability, safety, and sustainability goals. Vehicle specification sheets can be found in **Appendix C**.

**Lime currently uses the following weather metrics and response to inform winter weather operations:**

Weather Condition	Operator Response
Heavy Rain, Hail, Flooding Snow less than 3 inches	Monitor the situation closely, pause deployments of additional vehicles, display in-app rider safety messaging as necessary. Depending on the amount/severity of precipitation, disable the ability for riders to rent vehicles or remove vehicles entirely. Staff on hand to address parking issues.
Snow, 3-5 inches	Disable the ability for riders to rent vehicles. Display in-app rider safety messaging. Enhanced photo review of vehicles to ensure proper parking. Staff on hand to address parking issues.
Snow greater than 6 inches	Disable the ability for riders to rent vehicles. Display in-app rider safety messaging. Enhanced photo review of vehicles to ensure proper parking. Staff on hand to remove vehicles that cannot be properly parked or locked. Remove vehicles as needed.
Limited visibility due to rain, fog, snow	Monitor the situation closely. Display in-app rider messaging as necessary and disable vehicles if visibility is below 20 ft.
Wind 30-50 MPH	Increased physical patrols of service area to ensure vehicles are upright and properly parked and locked. Enhanced photo review of vehicles to ensure proper parking. Staff on hand to address parking issues. Remove vehicles from street as needed.

#### Battery Maintenance Planning

Batteries in need of a charge will be brought back to the warehouse, where they will be placed in our secure charging racks. Our warehouse Operations Team manages battery charging to the highest levels of quality control and safety, ensuring that only healthy and fully-charged batteries return to the fleet.

#### Battery Charging Safety

Charging and battery safety is paramount. Lime has an ISO 14000-compliant Environmental Health & Safety program with standard operating process on maintaining and storing batteries, including

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

### **Battery Recycling**

Lime recycles and disposes of batteries unable to be reused with Sprout in compliance with all ISO standards. Consistent with waste-minimizing best practices, we created a partnership with UK-based Gomi which utilizes Lime's used battery cells no longer sufficient for vehicle use to power their products. Gomi disassembles our batteries, utilizing cells for consumer portable speakers or power packs and reducing recycling and waste. Gomi has achieved a 90% reuse rate with 320 kilograms of Lime's batteries.

All documentation pertaining to the waste generation, storage, and management will be kept for record-keeping purposes (including generation quantities, generation source and type, storage management and temporary disposal, spills and unplanned events, transport certificates, and end-of-life certificates) and available to the City.

### **4.5.6. Parking**

Lime is the most experienced operator when it comes to combining an array of technologies to stop misparking vehicles before it occurs. Lime uses our technology to ensure riders park in corrals in 20 US cities and 55 global cities. Where this technology has been successfully deployed, we've consistently achieved >95% parking compliance.

Lime is proposing to work with the City to create a **mandatory parking zone program** via geofenced parking corrals throughout Grand Junction. If a rider tries to park outside of a parking corral, the vehicle prevents the misparking attempt. The rider is notified and directed to repark the vehicle in the closest parking corral. Users cannot end their ride outside of a mandatory parking corral.

Parking symbols are displayed in-app to riders for all designated parking areas. These can function as **preferred parking** locations, indicating where riders should complete their trip, or **mandatory parking** locations, indicating where riders are required to successfully complete their trip. If a rider attempts to complete their trip outside the parking zone, a pop-up message will appear, informing them of the parking requirements and prompting them to move the vehicle to a designated parking location. **Until the rider moves the vehicle to a parking zone, he or she will not be able to end their trip, providing a financial motive to ensure parking compliance success.**

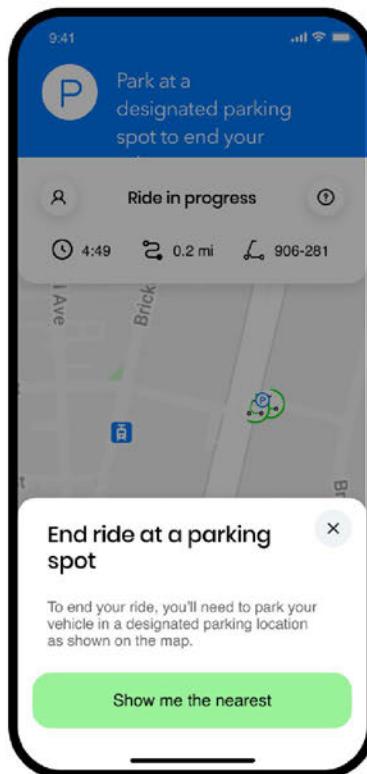
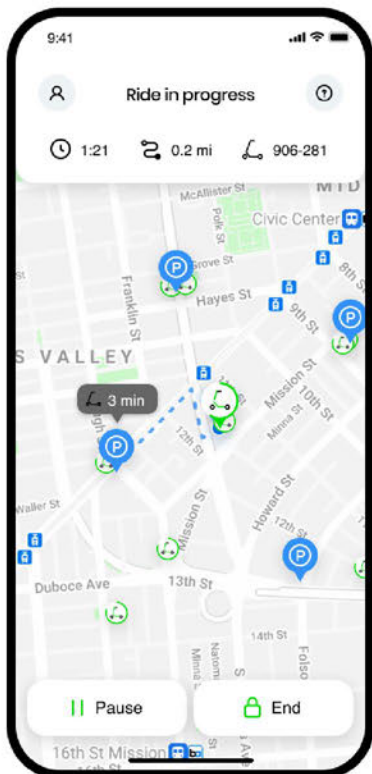
Lime has identified 75 designated parking locations within the proposed Service Area. See Service Area and Conceptual Plans for locations of parking zones.

20 of the proposed parking locations are co-located near Grand Valley Transit Facilities. Lime looks forward to coordinating with MCRT Planning office to implement these parking locations.

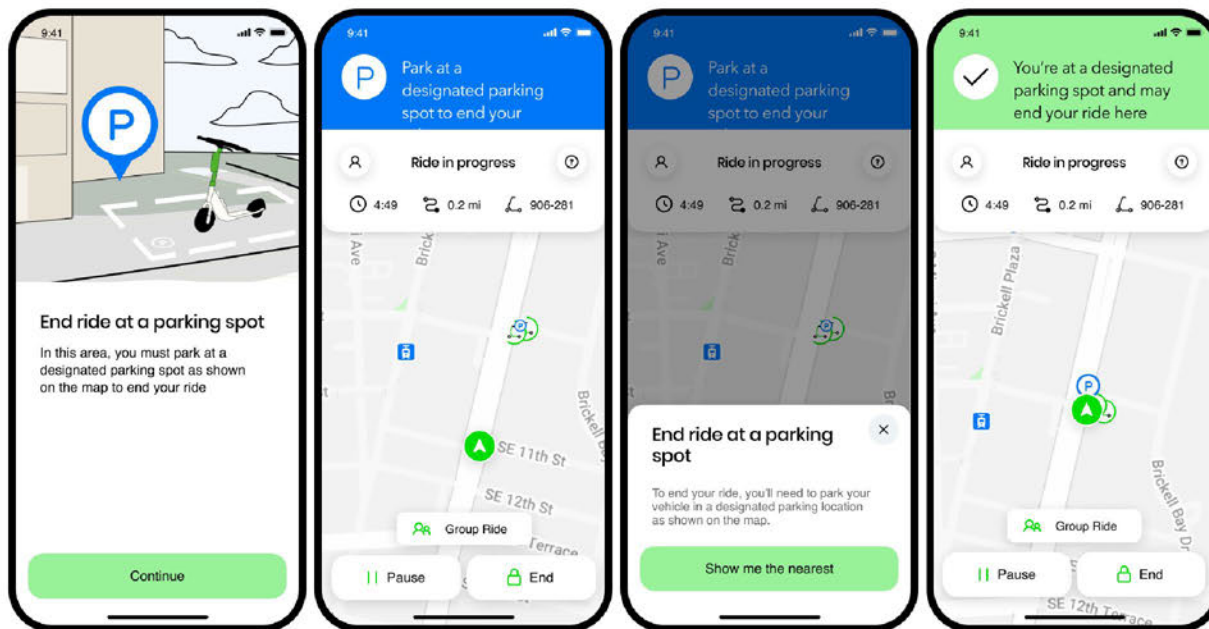
Parking symbols are displayed in-app to riders for all designated parking areas. These can function as preferred parking locations, indicating where riders should complete their trip, or mandatory parking locations, indicating where riders are required to successfully complete their trip. If a rider attempts to complete their trip outside the parking zone, a pop-up message will appear, informing them of the parking requirements and prompting them to move the vehicle to a designated parking location

**Designated Parking locations are marked in Blue on the Lime App**

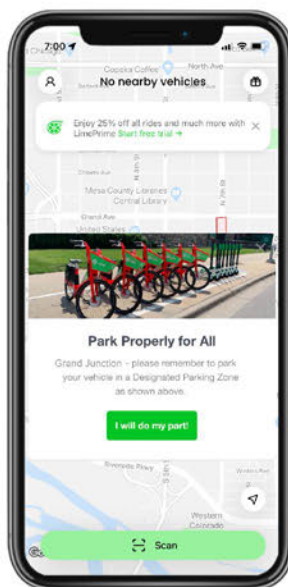
**Pop-Up informing users that they must park in a designated parking area**



Lime communicates parking rules before trips begin as shown in the first screenshot below. Once a trip has begun, riders are able to see all parking points in relation to their location on the map, as shown in the second screenshot. If a rider attempts to park outside of a parking zone, they will see the message in screenshot 3, and the App will guide the user to the closest designated parking location. Once a rider has arrived in a parking location, the app will confirm that they are located in a designated parking spot and that they will be able to end their ride, as shown in screenshot 4.



Additionally, Lime will use in-app messaging to reinforce the rules around parking in Grand Junction, ensuring that users understand their responsibility to follow parking regulations.



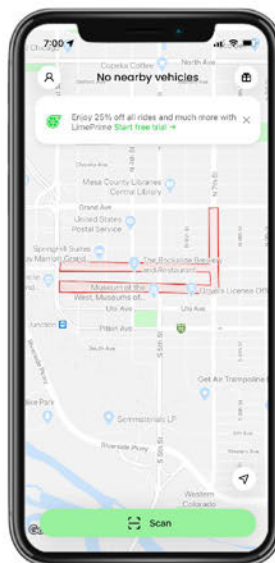
Every Lime e-scooter and e-bike is equipped with global positioning system (GPS) technology to track the vehicle's position and control rider behavior by implementing zones like service zones, slow zones, preferred parking zones, no riding zones, and mandated parking zones. As a result of investments in our hardware and software, Lime now offers the industry's most accurate and responsive geofencing capabilities, allowing vehicles to implement geofence zone commands up to 90% faster and 30% more accurately than in 2020. Lime's GPS technology is accurate to within 11.8 inches and implements geofenced zones within .7 seconds.

Our zone types include:

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

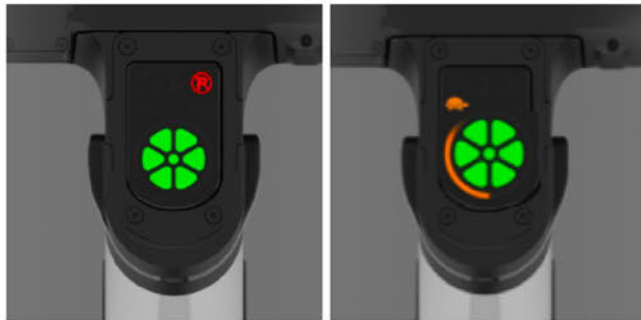
Any of these zone types can quickly be created, adjusted, or removed within three hours. We will work closely with the City as well as our community stakeholders to implement and modify geofencing as needed throughout our operations.

**All geofenced areas, including parking zones, restricted zones, and low speed zones will be visible within the Lime app.**



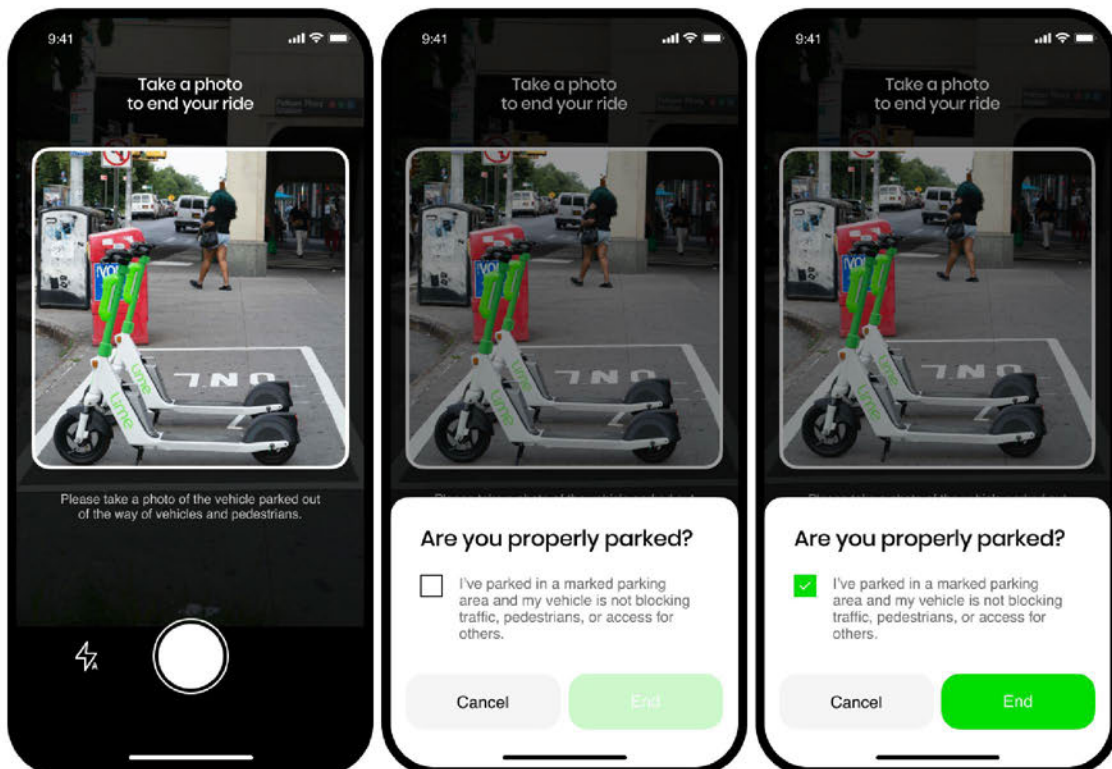
*No Operation Zone in Grand Junction*

**Audio and Visual Notifications:** Lime is the only vendor to provide an on-vehicle LED screen on its vehicles with geofenced zone notifications, battery level, and other data sets. The information is conveyed via icon to accommodate non-English speakers. We also provide riders with audible notifications and haptic feedback when entering geofenced zones.



*Our Lime e-scooter includes a large LED screen, enabling us to provide clear, hands-free notifications.*

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

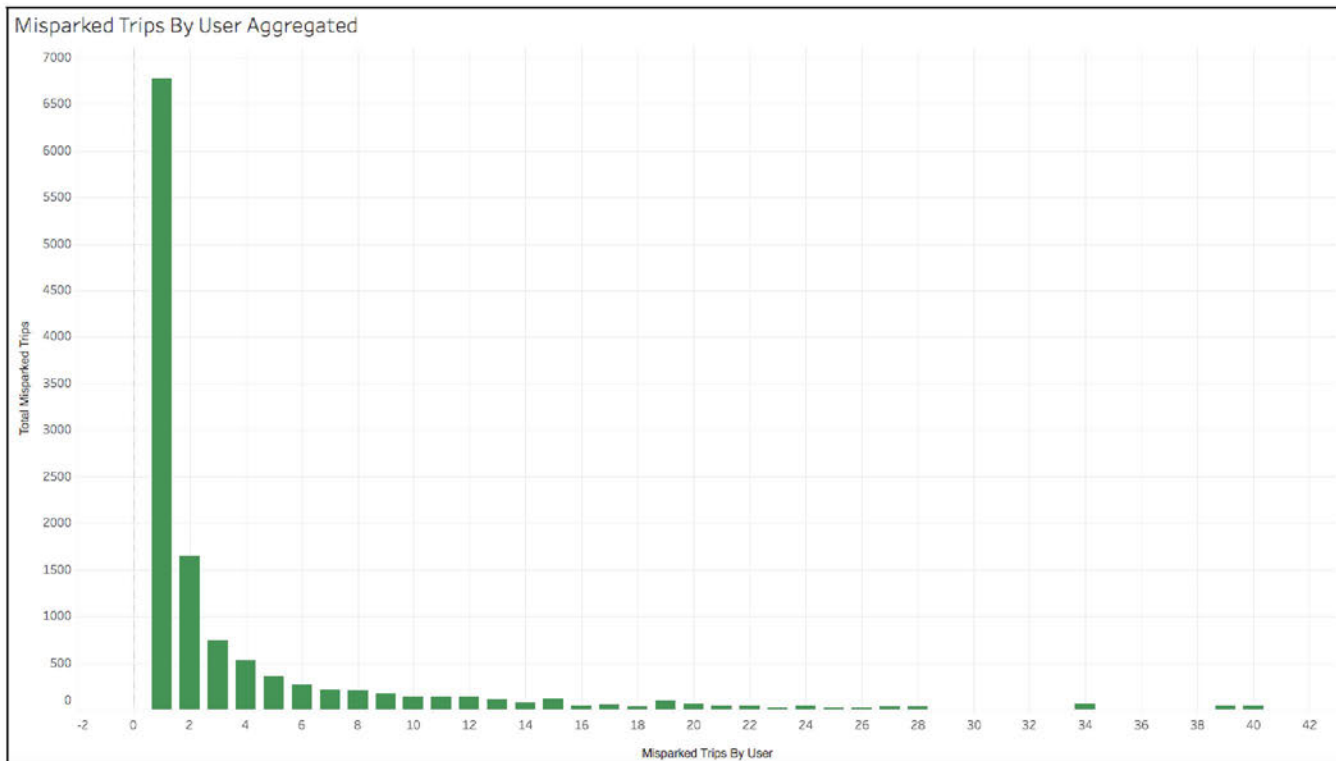


*Riders must confirm correct parking by taking a photo of their e-scooter.*



To create a culture of accountability, we provide extra education and fine riders who violate Lime’s and the City’s parking requirements. Lime follows the progressive discipline framework outlined below. There are some violations Lime will not tolerate – **verified instances of underage riding result in immediate deactivation.**

When we escalate to rider fines, we found in an analysis of our Paris market that most fines are assessed to new riders and the recidivism rate is low.



*Majority of all Lime users do not mispark their vehicles after the first offense.*



# Progressive Discipline Policy

## OFFENSE 1

### WARNING

#### Email Message

- Informs riders of the infraction.
- Notifies riders of a fine upon the next infraction.
- Provides safety tips.

#### In-App Message:

- Informs riders of the infraction and provides safety tips to avoid fines.

## OFFENSE 2

### \$10 FINE

#### Email Message

- Informs riders of the infraction and \$10 fine.
- Notifies riders of a fine higher (\$25) fine upon the next infraction.
- Provides safety tips to avoid fines.

#### In-App Message:

- Informs riders of the infraction and fine.
- Provides safety tips to avoid fines to avoid fines.

## OFFENSE 3

### \$25 FINE

#### Email Message

- Informs riders of the infraction and \$25 fine.
- Notifies riders of a temporary account suspension upon the next infraction.
- Provides safety tips to avoid fines.

#### In-App Message:

- Informs riders of the infraction and fine.
- Provides safety tips to avoid fines to avoid fines.

## OFFENSE 4

### 1 WEEK SUSPENSION

#### Email Message

- Informs riders of the infraction and a one week suspension.
- Notifies riders of a permanent account deactivation upon the next infraction.
- Provides safety tips to avoid fines.

## OFFENSE 5

### PERMANENT SUSPENSION

#### Email Message

- Informs riders of repeated violations.
- Notifies riders of account deactivation.
- Emphasizes the need for courteous and compliant parking practices.

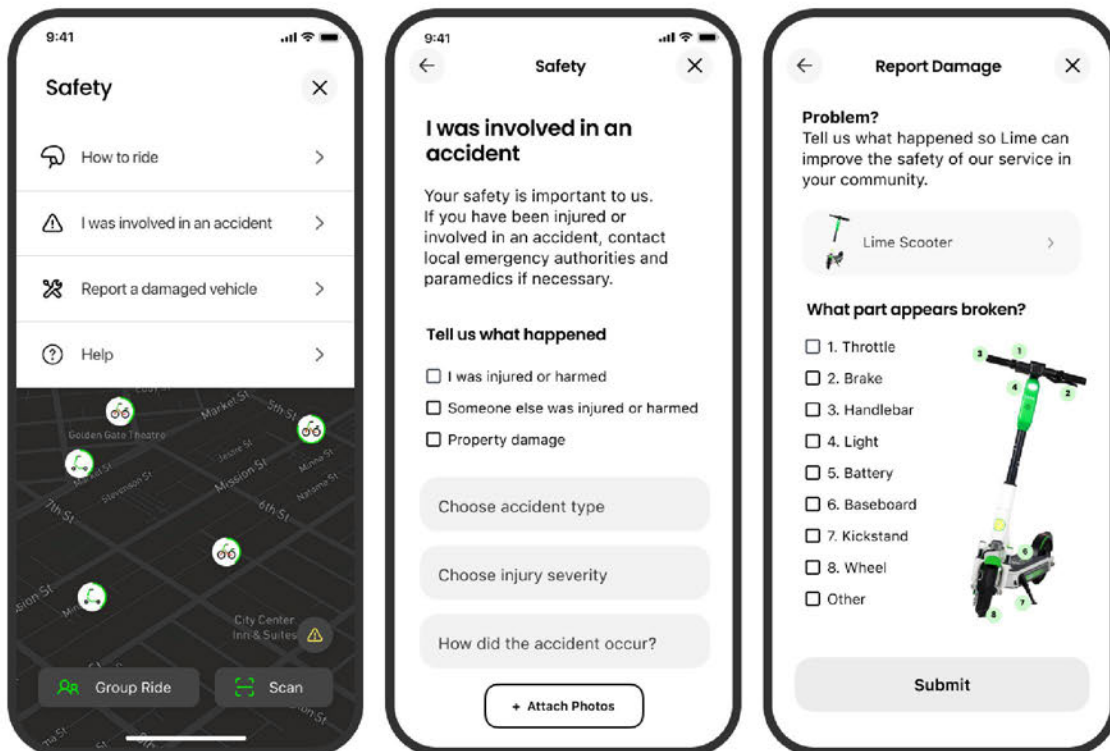
## Resolution of ongoing issues

Lime tracks and records all complaints regarding our service. We also track and record our post-trip ratings and comments. Feedback is compiled, assessed, and shared with the City on a monthly basis to identify trends and corrective actions that Lime can take to resolve ongoing issues. Lime also records every mechanical issue and repair carried out on our vehicles. This is used to inform a global algorithm based on data from over 200 million journeys to recognize, in advance, characteristics that require attention to ensure the safety of our riders. For example, in Miami, our algorithm alerted us to the slow weakening of a reflector in a small percentage of our e-scooter fleet. Preventative maintenance was carried out on our entire local fleet, and the issue was shared across Lime’s global operation for continuous improvement in vehicle maintenance practices.

## Resolution of daily complaints

Riders and non-riders can use any of our customer service channels to issue daily complaints. The channels are staffed 24/7 by a multilingual team. Our app also has additional automated features to enable immediate reporting, including a Rapid Reporting button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. The majority of daily complaints received through our customer service channels are responded to by our team within 15 minutes and in no more than one hour, and will be tracked and reported to the City as part of our monthly reporting. Our app has additional automated features to enable immediate reporting, including a Rapid Reporting button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. After two consecutive low rated trips or any damaged vehicle report, our backend Operations System puts the vehicle in “Maintenance Mode,” making it unrentable and dispatching an Operations Team member to collect the vehicle for inspection.

The majority of customer issues are responded to within 15 minutes and all issues are addressed in no more than one hour, and will be tracked and reported to the City as part of our monthly reporting.



*In-app help center, rapid incident reporting*

## **Responding to a customer inquiry or complaint:**

1. After a customer service query is received through any of our channels, our Customer Service Team receives a “ticket” in Zendesk. **Zendesk** is a best-in-class customer support software suite.
2. The Customer Service Agent will respond to the call or the customer can select to be sent to voicemail. In this case, Lime will call back the person as soon as an agent becomes available.
3. If the ticket requires an intervention (e.g. vehicle needs to be moved) our Customer Service Team marks the vehicle to be retrieved and rebalanced. A task in our internal task management system is created for our local Operations Team to retrieve the vehicle.
4. If the issue is a billing or general question, the Customer Service team works on solving the entirety of the issue directly and communicates the resolution with the rider.
5. For more complex issues, we escalate to our Trust and Safety team for close tracking, response and resolution. This team works closely with senior members of our local and central operations teams.

#### 4.5.7. Safety:

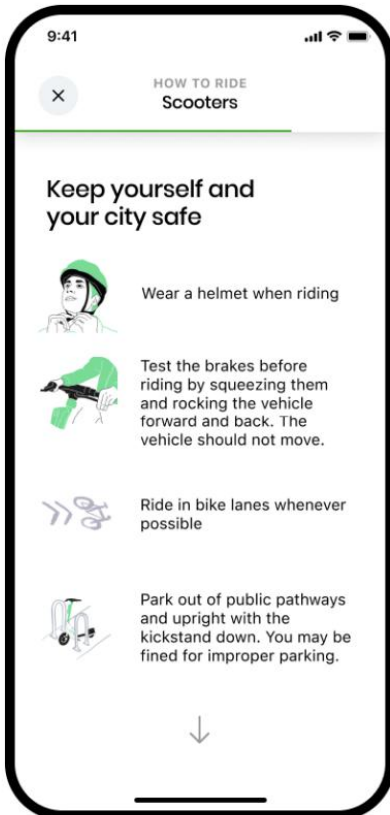
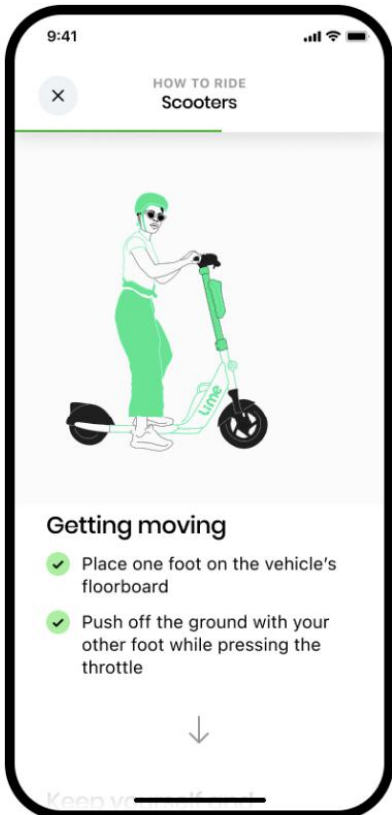
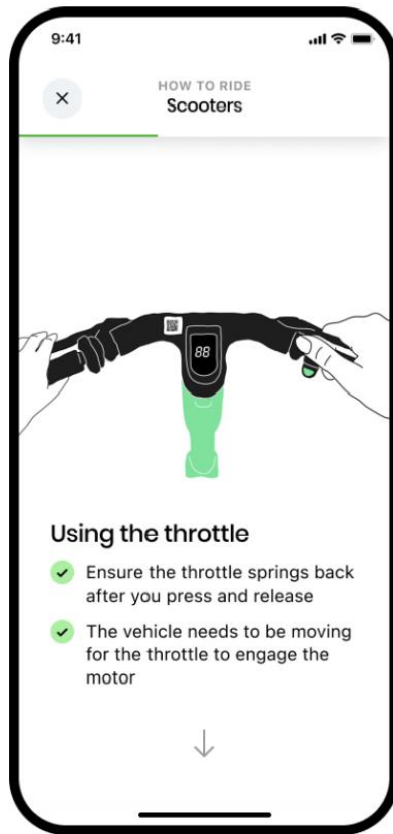
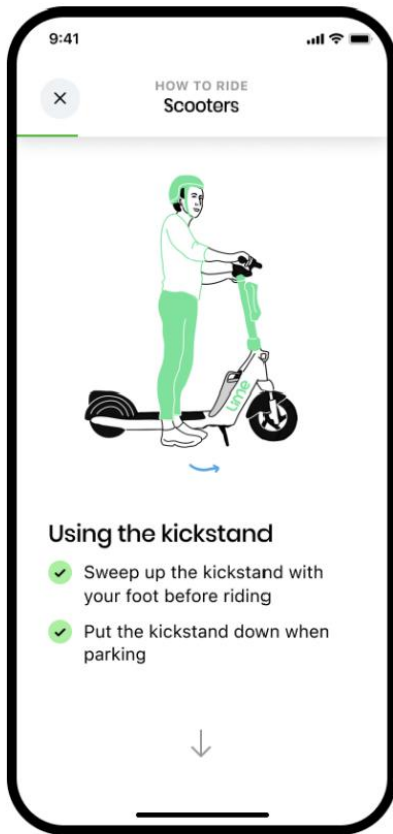
We will provide **in-app and in-person rider education** to promote safe riding. For example, through our online safety training, riders can watch videos on how to ride safely, take a safety quiz for rewards like Lime Credits, and sign up for Digital First Ride education events.



### BEFORE THE RIDE

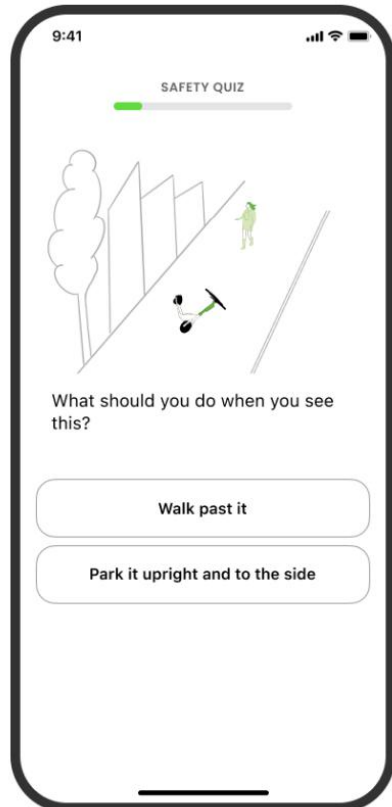
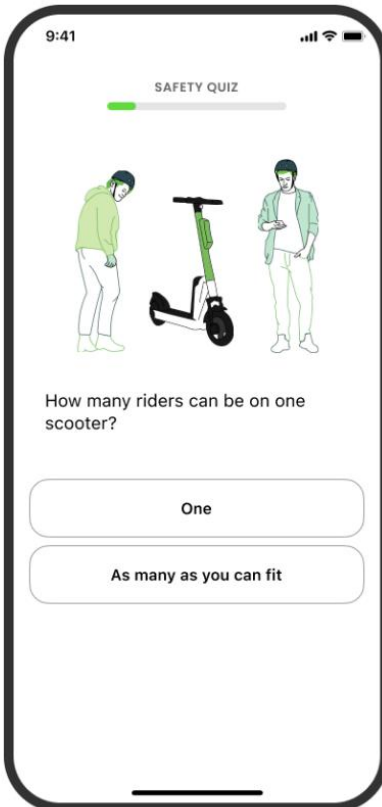
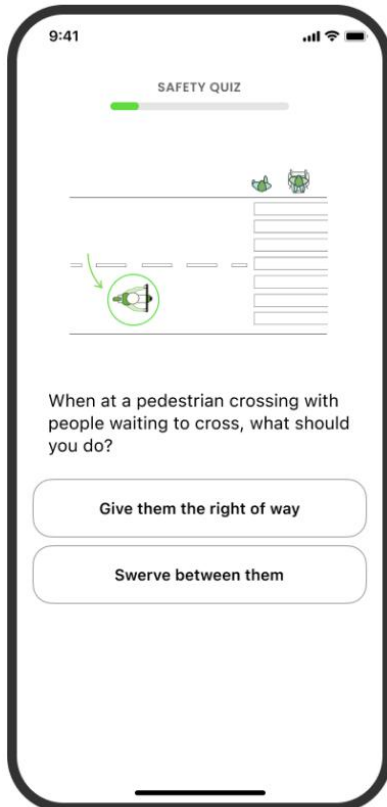
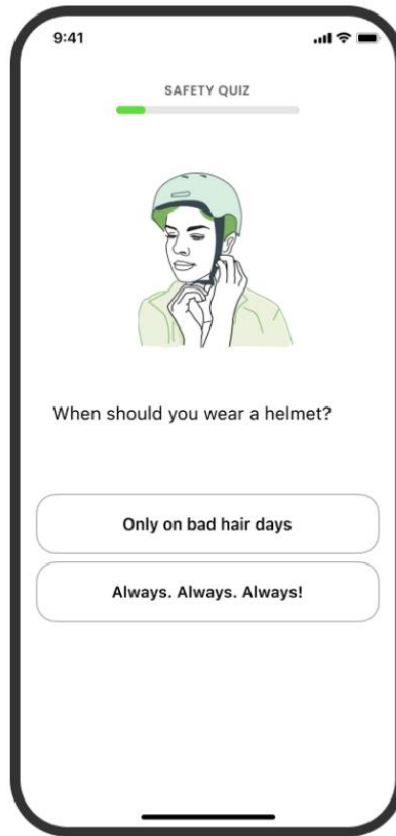
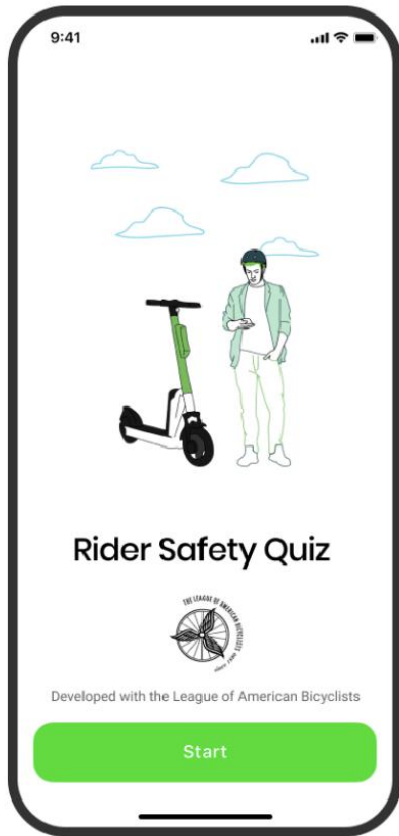
- **How to ride training and in-app quiz** developed in partnership with the League of American Bicyclists, which covers, among other topics, minimum age, proper parking, and not riding on sidewalks. The training also includes Grand Junction's rules of the road, and we are happy to work with the City to adjust the content to meet the City's needs. See **Below** for our training and quiz.
- **Monthly in-person education** by Lime and in partnership with community groups, including our signature First Ride events where new riders get education from our local Team, the opportunity to try out our vehicles on a closed course, LimeAccess and LimeAble enrollment, and a free helmet.
- **In-app, social, and traditional media education** covering safety tips, parking information, equity programming, City-specific rules, including where riding and parking are permitted and prohibited.
- We will provide a **visitor notification** for those riders from outside Grand Junction who logs on in the City, outlining the City's riding and parking rules. We will work with the City to refine this notice as needed to reflect the City's regulations for safe riding.

### How to Ride Tutorial:



How to ride tutorial is required at signup for all riders.

### Safety Quiz:



*Riders must pass a Safety Quiz before their first ride*

## DURING THE RIDE

- **On-vehicle decals with safe riding rules** like paying attention to the road and following traffic signals.
- Reduced speed **training mode**, which allows riders to reduce speed to 8 MPH until they gain confidence.

While we provide a very safe service globally, with over 99.99% of rides ending without incident for riders or nonriders, Lime shares the City's concern about safety for all road users, and we are a member of the Vision Zero Coalition. Lime has a dedicated Trust and Safety Team that tracks our safety-related data, using the following categories to track user safety incidents:

- **Minor injury:** Injury requiring no medical attention (i.e., scrapes and bruises)
- **Moderate injury:** Injury requiring medical attention of less than 24-hour hospital stay (i.e., broken finger)
- **Severe injury:** Injury requiring medical attention of more than 24-hour hospital stay (i.e., surgery)
- **Fatal injury:** Injury resulting in a coma or fatality

When a user safety incident occurs, our Trust and Safety Team follows our Incident Response Protocol to investigate, track, and respond to safety complaints.

### Resolution of emergencies

We have worked closely with the City to ensure the safety of our riders, but have specific protocols established in case of an emergency, accident, or serious injury.

- **Identification:** Issues can be discovered by our operations specialists, Juicers, directly, or reported by customers or non-users through various support channels (as described in the Customer Support section). Issues are also identified through data analysis of maintenance records by our teams who attempt to identify trends hidden in the records.
- **Retrieval:** Once we have identified the vehicle, we create an "urgent retrieval ticket," which tells our local operations team to collect the vehicle before performing other tasks and store it securely as-is, making it available to local authorities as appropriate. Any externally reported issue triggers a notification that automatically places the vehicle into maintenance mode so cannot be hired.
- **Gather Incident Details and Plan:** Upon learning of an incident, we identify the rider and vehicle involved, gather other details about what happened and create a tailored response plan. The vehicle automatically uploads its telemetry data to our servers to ensure that no data is lost. We have specific protocols established in case of an accident or serious injury. We immediately escalate the issue and activate our emergency response and trust and safety teams who are trained to deal with sensitive issues.
- **Outreach and Support:** In the event of a serious incident, we offer our support as appropriate to those directly affected, the police, and local officials. For police, this includes guiding them through how to submit requests to our Law Enforcement Portal to provide the appropriate information.
- **Investigation:** Trained technicians will investigate the issue in greater depth. If the issue is attributed to standard wear-and-tear or an isolated incident, the vehicle is repaired and re-deployed. If a new trend is identified, mechanics will inform the operations - manager who will



work with our engineers to determine whether a root cause analysis is needed. In the case of a serious accident or incident, we analyze data from the vehicle's onboard sensors (telemetry data) to inform our review of the incident. This analysis also informs our safety protocols and future product design.

- **Follow-up:** If needed, our customer service or Trust and Safety team will be notified to follow up with the relevant parties.
- **Root Cause Analysis:** A comprehensive analysis may have many outcomes, including working with the hardware and engineering teams to design an improved component or sourcing a more reliable part from a new vendor. This process includes reviewing past maintenance records to identify patterns and failure rates to determine if they are in-line with the norm, or if they constitute outliers.

To communicate with our riders in Grand Junction about opportunities for free or discounted helmets, we will offer a signup form in-app and send in-app braze messages with links to our website.

As part of this contract, Lime will create a website page for Grand Junction within our Locations section to provide all the information required by the City Rules and Regulations. This page will contain an offer form for free or discounted helmets, as well as helpful information about distribution and sizing.

We will leverage our successful model from other cities throughout the country (including Los Angeles, Baltimore, Washington DC, and more), **and partner with Mesa County Bicycle Alliance and local Grand Junction bicycle stores and organizations to distribute free or reduced-price helmets for riders.**

Through these partnerships, Lime will encourage riders to shop locally and, in exchange, Lime riders will receive at least 25% discounts on an array of helmets. In addition to increasing rider safety, this will help drive foot traffic to local small businesses and help the economy recover.

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

Non-users complaints are tracked internally through our customer support systems and will be available via the Data Sharing and Reporting outlined in section 4.5.9.

#### **4.5.8. Community Education & Investment:**

Lime's Community Education & Investment Plan can be found in **Appendix A**.

#### 4.5.9. Data Sharing and Reporting:

Lime will provide the City with General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) API feeds, which we already provide to over 80 cities, transit agencies and universities around the globe. These feeds not only provide real-time location information and trip route data, which can be used not only to ensure parking and geofencing compliance, but also to inform future infrastructure planning and program decisions.

Lime is committed to sharing meaningful and actionable data with our municipal partners. We will provide Grand Junction with a detailed monthly report regarding our micromobility operations covering ridership and trip data as well as any complaints received. Additionally, we will provide the City with statistics, heat maps and similar analytics.

We note that through this report and the tools described below we can provide the City with all data points and reports identified in Question 4.5.9. As the City implements its micromobility program, we are also happy to work with the City to determine if additional data points may be helpful and provide that data as well.

Insights Dashboard: The City will have access to our proprietary Insights Dashboard that allows the City to access up-to-date data on the Grand Junction fleet on-demand. The Insights Dashboard also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis. This will be a “one-stop-shop” for the City, where e-scooter fleet data can be accessed at any time. The information on the Dashboard includes:

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

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

All of the reporting on the location, distribution, usage, trip duration, distance, etc. is provided through the MDS, GBFS, and Insights dashboards. These reports are available in daily, monthly, and annual formats.

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

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



**CITY OF GRAND JUNCTION, COLORADO**

REQUEST FOR PROPOSALS

**Shared Micromobility**

**APPENDIX A**

Community Education & Rider Safety Plan

**DUE DATE:**

**SEPTEMBER 6th 2:00 PM**

**CONTACT:**

**Kassy Hackett, Buyer**

**kassy@gjcity.org 970-244-1546**

**CITY OF GRAND JUNCTION**

**REQUEST FOR PROPOSALS**

**RFP NO. 5098-22-KH**

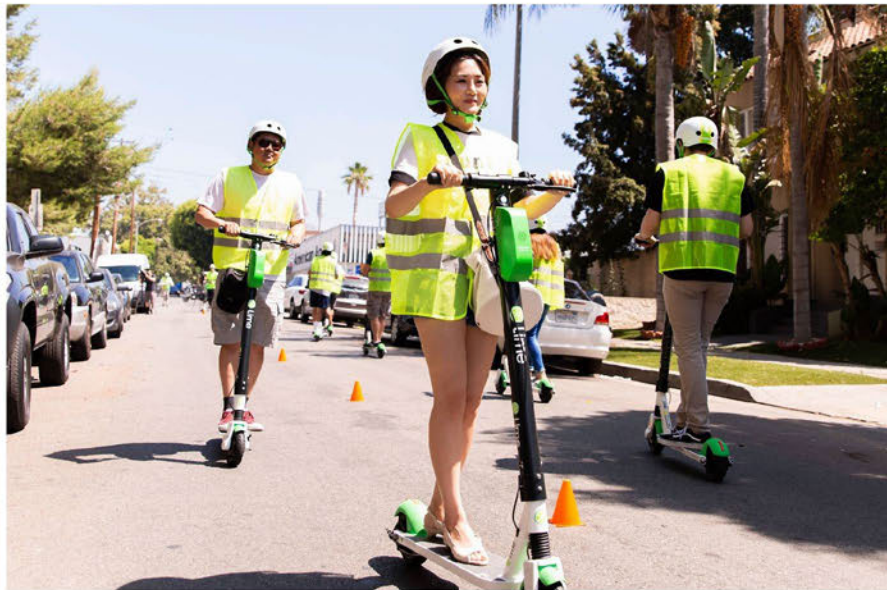
## Appendix A: Community Education & Rider Safety Plan (Reference from 4.5.8)

### Community Education and Safety

At Lime we are committed to becoming an intricate part of the transportation network in every city we operate in. Part of becoming a reliable transportation option for citizens in Grand Junction is making sure micromobility is as safe as possible.

At Lime we use the following strategies to connect with citizens and ridership about safety, which is customized for every city.

1. Safety Events - These events are used to educate citizens on how to use Lime vehicles and to educate prospective riders on how to safely navigate the city and to abide by the rules of every municipality. These events include Lime employees demonstrating Lime's vehicles and then allowing people to familiarize themselves with our scooters/bikes by riding them. Lime also commits to use this as an opportunity to highlight specific city rules and infrastructure that riders must be aware of to ensure safety.
  - a. At Lime we recommend segmenting the city into districts and holding multiple safety events before launch. In some cities, two of these events may suffice, but in others there may need to be even more.
  - b. Lime also recommends that safety events continue even after the launch of the program to not only promote safety, but also to provide more access to micromobility to underserved residents who can benefit from a new affordable mode of transportation.



2. Push Notifications - Lime also uses push notifications on the Lime app to educate riders about safety concerns and changing rules at the city. Push notifications are a powerful way for the city and Lime to convey safety tips and new safety rules to riders.

3. **Targeted Social Media** - Social media can be used to target citizens and visitors to Grand Junction with safety tips and new rules being implemented by the city to make the program as efficient and safe as possible.

## Community Partnerships

Lime is committed to partnering with improvement districts, metro districts, property owners, and non-profit organizations in every community we operate in. We are also committed to working with individual property owners to ensure that Lime is a city partner with the city, but also with the local economy. An efficient and successful micromobility program involves working with local businesses to ensure that the program is benefiting businesses rather than hindering them.

### *Partnering with non-profit organizations*

- Lime always commits to working with local non-profit organizations because it is a great way for Lime to become a part of the community and to connect with citizens who may not normally use micromobility.
  - Lime Hero program - Lime partners with local non-profit organizations by offering Lime Hero, which allows riders to round up their trip fare to make donations to local non-profit organizations.
  - Lime partners with non-profit organizations like bike advocacy groups and organizations who do work for underserved citizens to introduce micromobility vehicles and to teach about safety.

## Discount Programs

1. Lime Access - This program is offered to any citizen who can prove they are on public assistance of any kind. Lime Access then provides riders with discounted rides. Lime is committed to being a sustainable and affordable mode of transportation to those that need it most. Lime believes that affordability should not be a barrier to using our service. We were the first dockless micromobility company to implement a program for low-income riders, Lime Access, available to recipients of Federal, state, or local subsidy programs, including those receiving unemployment benefits and everyone living in Grand Junction Housing Authority properties. This program provides a **50% discount** on our standard pricing and allows community members access to the Lime platform without the need for a bank account or smartphone.
2. Lime Prime - Dockless, electric micromobility provides valuable first mile-last-mile connections to public transit. To further encourage daily mode shift away from cars, similar to transit, Lime is one of the only operators to offer discounted frequent ride passes. Lime Prime in Fort Wayne will offer the ability to pay a monthly fee to have all unlock fees waived when they ride.

## Cash Payment Options

Once enrolled in LimeAccess, riders automatically have PayNearMe cash payment functionality. To use cash, riders can go to any of PayNearMe's locations such as CVS, 7/11, Walmart, and Family Dollar stores. All riders can also use PayPal or prepaid credit or debit cards.



**CITY OF GRAND JUNCTION, COLORADO**

REQUEST FOR PROPOSALS

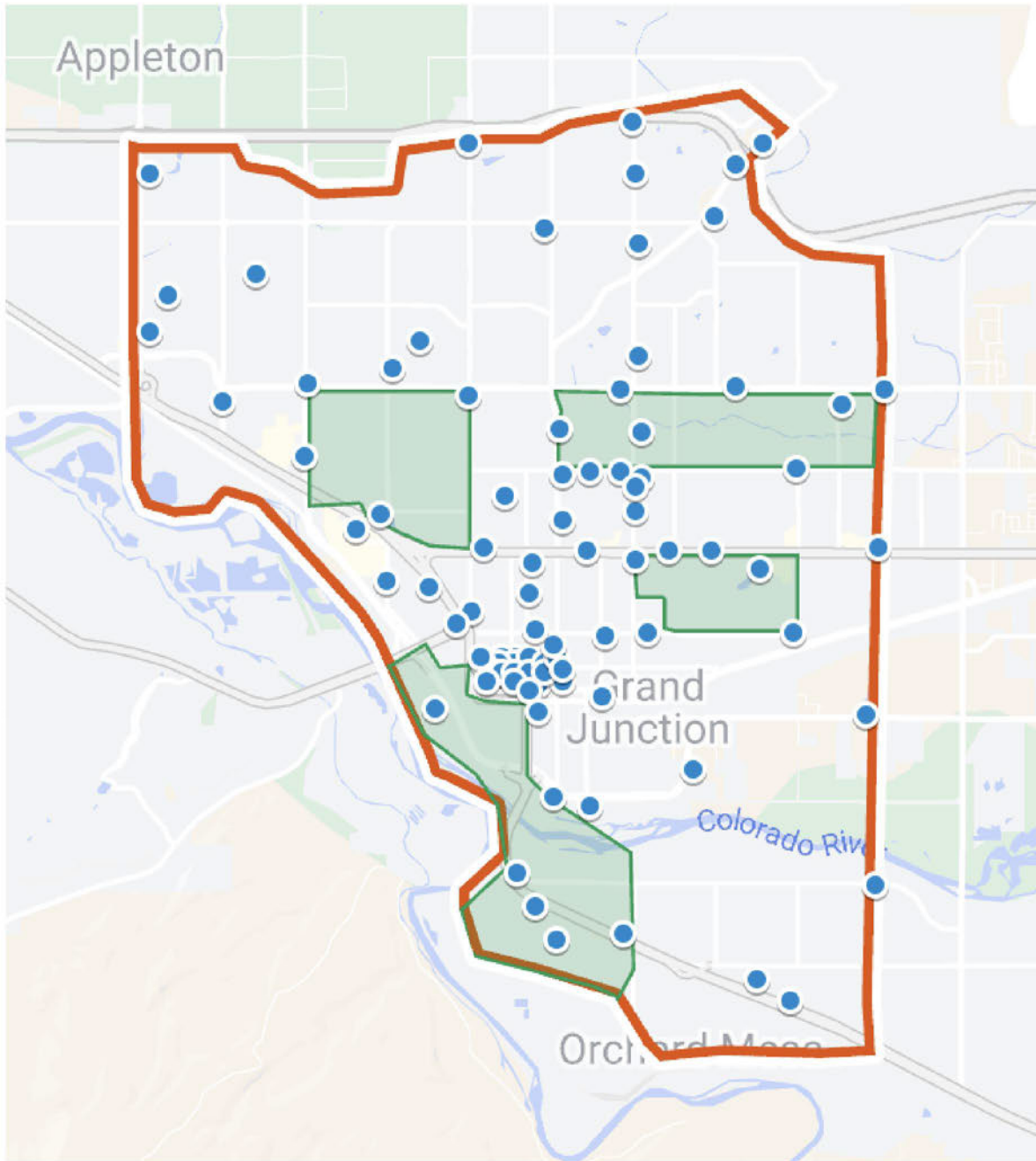
**Shared Micromobility**  
**APPENDIX B**  
Service Area Concept Plan

**DUE DATE:**  
**SEPTEMBER 6th 2:00 PM**

**CONTACT:**  
**Kassy Hackett, Buyer**  
**kassy@gjcity.org 970-244-1546**  
**CITY OF GRAND JUNCTION**  
**REQUEST FOR PROPOSALS**  
**RFP NO. 5098-22-KH**

### Appendix B: Service Area Concept Plan

The map below shows Lime's proposed Service Area at launch. Blue dots are the 75 proposed parking zones. Priority Zones as designated by the City are highlighted in green and will be serviced by Lime.





**CITY OF GRAND JUNCTION, COLORADO**

REQUEST FOR PROPOSALS

**Shared Micromobility**  
**APPENDIX C**  
Vehicle Specification Sheets

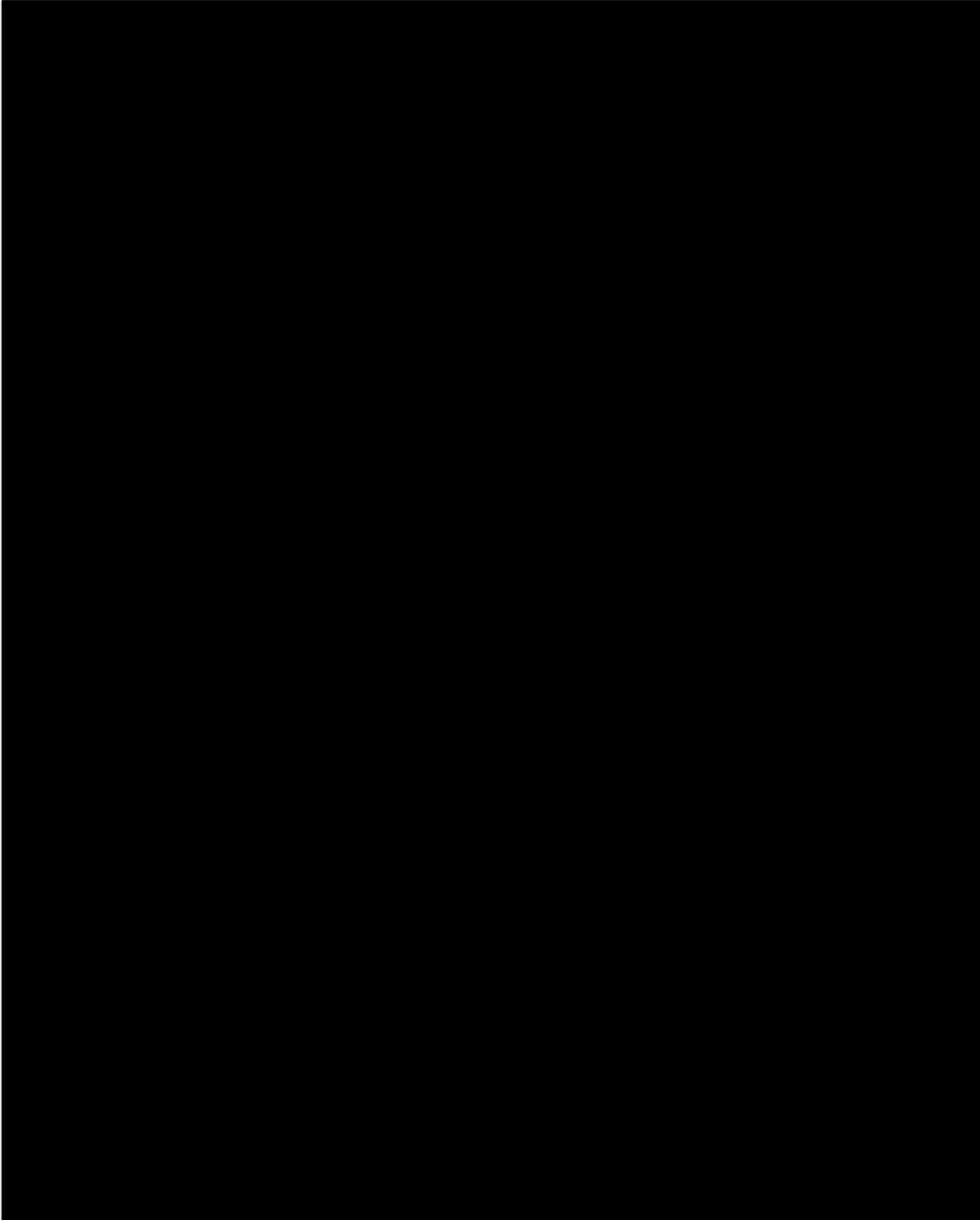
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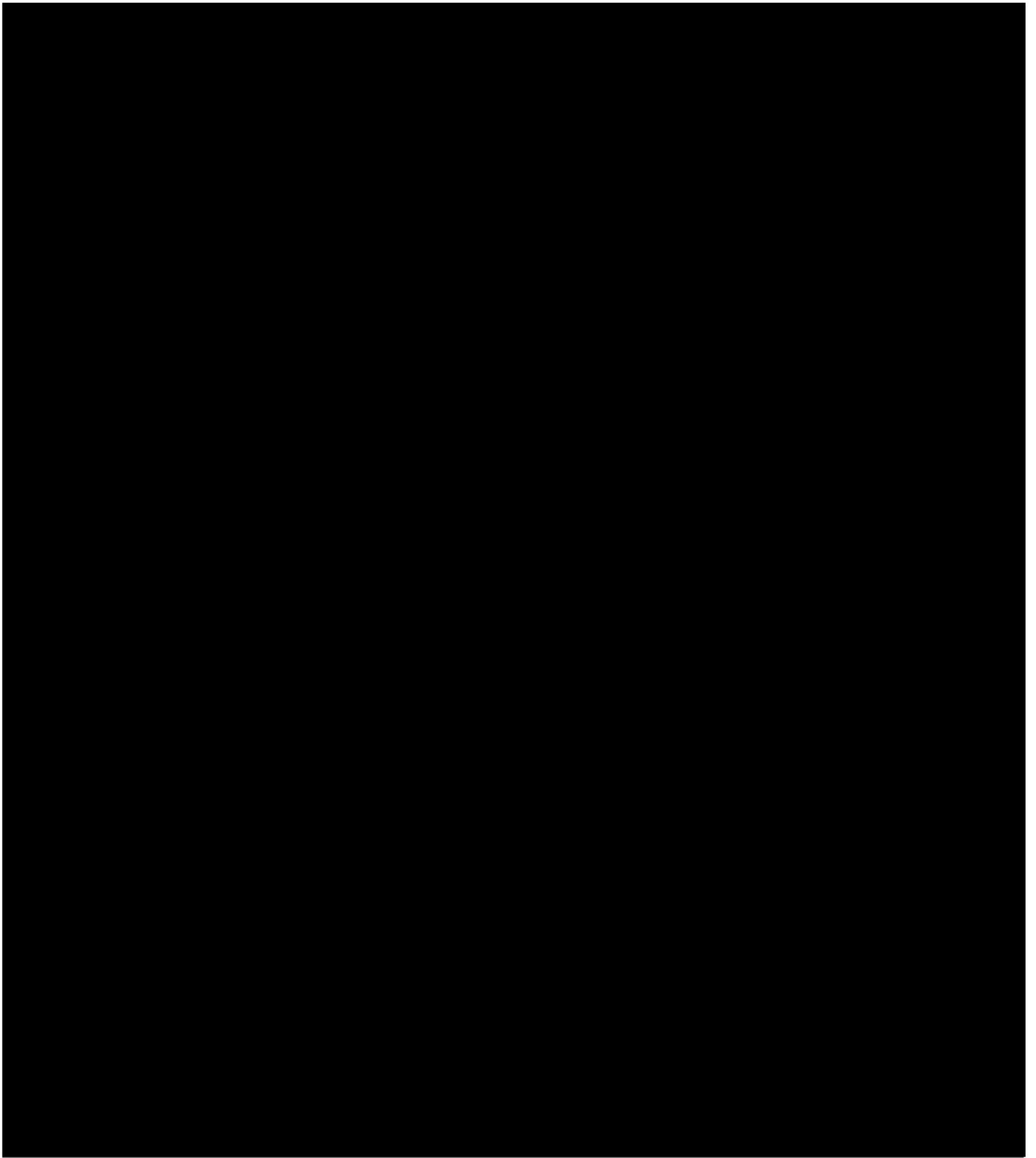
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**CITY OF GRAND JUNCTION**  
**REQUEST FOR PROPOSALS**  
**RFP NO. 5098-22-KH**



**Appendix C: Vehicle Specification Sheets**

*CONFIDENTIAL, PROPRIETARY, AND/OR TRADE SECRET*







**CITY OF GRAND JUNCTION, COLORADO**

REQUEST FOR PROPOSALS

**Shared Micromobility**

**APPENDIX D**

Data Privacy Plan

**DUE DATE:**

**SEPTEMBER 6th 2:00 PM**

**CONTACT:**

**Kassy Hackett, Buyer**

**kassy@gjcity.org 970-244-1546**

**CITY OF GRAND JUNCTION**

**REQUEST FOR PROPOSALS**

**RFP NO. 5098-22-KH**

## Appendix D: Privacy Policy

Effective: March 1, 2021

At Lime and our family of companies (collectively "**Lime**," "**we**," "**us**," or "**our**"), we are strongly committed to transparency, and we want you ("**you**" or "**your**") to understand how we collect, use, share and protect your information. This Privacy Notice ("**Privacy Notice**") describes how Lime handles information in connection with Lime's websites (including its e-commerce shop), Lime-branded user-owned vehicles, Lime-owned vehicles and related mobile applications and services (collectively, the "**Services**"), and when you otherwise interact with us. When specified, this policy also describes our data practices related to Juicers. Please also read our [User Agreement](#) which sets out the terms governing the Services.

We reserve the right to change this Privacy Notice from time to time. If Lime makes changes to this Privacy Notice, the updated Privacy Notice will be made available through our Services and if we make any material changes to this Privacy Notice, we will provide a prominent notice and may also contact you directly by email or another method.

### The Types of Information We Collect

We collect or receive information in different ways. The types of information we collect or receive depends on how you use and interact with our Services. In many cases, you can choose the information you provide to us, although certain information (such as account information) is required for us to provide the Services and if it is not provided, we will not be able to provide the Services. We use and disclose this information for the purposes described further below. The types of information we collect include:

- **Account Information** such as your name, e-mail address, telephone number, date of birth, gender, address details, and payment information such as your credit card details. In order to use certain products, we may also require you to provide photos of your government issued driver's license (front and back). When you purchase a Lime-branded vehicle on our e-commerce site, we'll collect your shipping information. To avail of [Lime Access](#), we also collect government-issued ID and proof of low-income status for verification purposes.
- We collect and process **location data** when you sign up and use the Services. For example, to accurately show you Lime vehicles near your location, it is necessary to collect and record the physical location of your device. Data such as the location of the vehicle, the routes taken by the moped, bike, scooter, or other vehicle and its rental status are also necessary to provide the Services. In the event you register your own vehicle on our Services, we collect location data to show you the location of your vehicle and to enable you to lock and unlock it. Lime also collects location data directly from Lime vehicles including when a Lime user is riding, such as journey information.
- When you use certain products (e.g., mopeds) that require a government-issued driver's license and the use of a helmet or other legally required protective gear, we will ask you (and your passenger, if applicable) to take a selfie which we collect, and we may collect images and/or video footage of your ride. By providing us images of your passenger, you represent that you have authority from your passenger to share such information with us.
- If you link, connect, or log in to Lime with a **third-party service** (e.g., Facebook), the third-party service may send us information such as your profile information from that service.
- When you ask for customer service, support or other assistance, you can choose to provide us with your **contact information** so we can better respond to your requests, and we may keep information about your engagement with our support services.

- Lime and third parties (such as Facebook) collect **information from your browser**, computer, or mobile device, which provide us with technical information such as your device's source IP address when you access or use the Services. We use cookies and similar tracking technologies (like pixels and tags) to provide our Services, including to protect the security of the Service, remember your settings and to gather analytics information about you. Third parties may use the technical information to provide measurement services and targeted ads. You can learn more about how we (and third parties) use cookies and similar technologies and how you can opt-out of the information being used for advertising purposes in our [Cookies Policy](#).
- We collect **information you share** on the Services such as when you participate in communities or other forums, or comment on our social media accounts or blog entries. Depending on your camera or photo settings, Lime will receive information you choose to send us such as photos of parked Lime vehicles.
- We receive **information about you when we use third-party partners** such as marketing and advertising partners, such as social media networks.

In addition, if you are a Juicer who helps Lime collect and charge vehicles, we collect additional information:

- submitted as part of your application to work as a Juicer such as government issued identification;
- details of the work you carry out for Lime such as information about the vehicles you charge for Lime;
- your bank account details so we can pay you; and
- that which is required by law such as social security number, tax number or work visa.

## How We Use Information

We use your information, including information about your location, to:

- provide the Services to you at your request including to manage your account and ride history. This includes where you access the Services via Integrated Partner services, such as Uber. Uber and Lime are joint controllers for this processing. For more information on the division of responsibility between Lime and Uber, you can contact Lime [here](#);
- confirm your government-issued driver's license (if provided) is valid, not currently linked to any other Lime account, and has not expired;
- verify your selfie matches your government issued driver's license such as by using facial recognition technology. You can read more about how we use facial recognition technology [here](#);
- monitor, track and service the Lime vehicles, including when they are in use by you. Where applicable, this includes collecting images and/or video footage of your ride;
- confirm riders and passengers are wearing a helmet and other legally required protective gear, where required;
- ship or deliver products that you purchase through our e-commerce store or otherwise, including associating the unique ID code of any vehicles purchased through our e-commerce store with your account;
- process payments, subscriptions or [donations](#) and any discounts or special offers such as free unlocks;

- communicate with you about your account, interactions or transactions including service-related announcements such as changes to our policies. As allowed by local law, we may also send you surveys or marketing communications on behalf of Lime and/or third parties, including information about features and enhancements to our Services;
- personalize advertisements to you (for more information, see the "Advertising and Analytics" section below);
- optimize, develop and improve our Services, including for creation and training of machine learning models to optimize, develop and improve our Services (e.g., to improve the accuracy of our helmet detection software). To do this we may use third-party analytics providers to understand how the Service is being used and to help us to improve the Services;
- where necessary, to comply with our legal obligations including to meet regulatory or local law requirements;
- detect, investigate, and prevent activities that may violate Lime's policies or User Agreement or be illegal which may include sharing information with government agencies outside of your home country, such as law enforcement agencies; and
- share and collaborate with third parties such as universities, local government authorities and other third parties to build or improve transportation infrastructure, as described in the "Who Do We Share Your Information With?" section below; and

In addition, if you are a Juicer, we use your information to: calculate your pay and to pay you; and to monitor the work which you do for Lime and to track Lime vehicles.

### **Who Do We Share Your Information With?**

We share your information with Lime's affiliated companies, our service providers, other third parties where it is necessary to perform the User Agreement and as described in this Privacy Notice. In particular, we share your information with:

- **Our service providers and partners** : We share your information with our trusted service providers, partners, and their personnel who provide services to Lime such as hosting data and our infrastructure, providing ID verification services, processing payments and donations, supporting and improving the Services, performing customer service, or providing marketing and advertising services. For example, we share information with credit card issuers in order to process your payments and refunds.
- **Collaborations with third parties** : After removing certain identifiers, such as your name, phone, and email address (where provided), and combining the resulting information with similar information from other users, Lime may use, license, and share your information, including individual trip records and trip location (journey) history, with third parties for research, business or other purposes. For example, Lime partners with universities to collaborate on research projects such as understanding traffic and travel patterns in a city. Learn more about these collaborations [here](#).
- **Government, regulatory and law enforcement agencies** : We may share your information if we believe in good faith that it is reasonably necessary to do so for legal reasons, including to meet federal, state, regulatory or local law requirements or as part of a judicial process or to detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues or to prevent harm or injury to you, members of the public, our staff, other third parties, or ourselves; or if we need to do so to defend our legal rights or property, to take action regarding illegal activities or traffic offenses, or to enforce our contracts, such as our User Agreement.

- **Integrated Partners** : We share your information with third-party services which integrate or provide access to Lime vehicles and/or the Services and/or to provide access to third-party vehicles on the Services. For example, Lime has partnered with Uber so users can rent a Lime scooter through the Uber App.
- **Cities, local authorities and public transport operators** : We share your information with these recipients where necessary to fulfill conditions of our license or where necessary to operate in a particular city or location or for the purposes of city planning and understanding mobility insights. This may include the recipients contacting riders to request participation in surveys and integration into public transport operators' apps and journey planning apps. For example, in the UK, Lime partners with the Department for Transport (" **DfT**") to assist the DfT to understand and build a picture of vehicle demand and to assess the safety of vehicles in the UK. The data shared for these purposes includes:
  - Account information, such as Lime user identifier, name, email address, telephone number, government-issued driver's license, date of birth, and gender;
  - Trip data, such as trip ID number, date and time of trip, distance of trip and duration of trip;
  - Location data, such as location of the scooter and the routes taken by the scooter;
  - Survey data, such as Lime user identifier, survey date, survey type and question and answer (in the case of user experience surveys only). Such survey data may be onward shared by the DfT with their third-party research contractors for the purpose of e-scooter trials.
  - Pseudonymized data such as vehicle ID, vehicle status, trip ID and waypoint.

Learn more about how sharing ridership data helps communities [here](#).

- **Lime affiliates** : We may share your information with Lime affiliate companies to help provide, maintain and improve the Services. As we grow, we may expand our corporate family by establishing local subsidiaries or other affiliates as needed, to help us provide or market the Services.
- **Business reorganization** : We may also share your information as part of a sale, merger, change in control, or in preparation for any of these events.

We may also share aggregated, depersonalized, or de-identified information that cannot reasonably be used to identify you with third parties, including the types of third parties listed above.

## Advertising and Analytics

We allow others to provide analytics services and serve advertisements on our Services and on our behalf across the web and in mobile apps. These entities may use cookies, web beacons, device identifiers, and other technologies to collect information about your use of our Services and other websites and applications, including your IP address, web browser, mobile network information, pages viewed, time spent on pages or in mobile apps, links clicked, and conversion information. This information may be used by Lime and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services and other websites, measure the effectiveness of our advertising, and better understand your online activity. You can manage your preferences, find more information about interest-based ads, or opt out of having your web browsing information used for behavioral advertising purposes through our [Cookies Policy](#) or by visiting <https://www.aboutads.info/choices>. If you are in the EU, please visit <https://www.youronlinechoices.eu/>.

Where Lime uses the Facebook pixel (a type of cookie) to provide advertising to you, Lime and Facebook Ireland are joint controllers for this processing. Lime and Facebook Ireland have divided their responsibilities under GDPR in respect of this joint processing, for example, Lime is responsible for providing this notice to you and Facebook Ireland is responsible for managing your individual rights relating to the joint processing. For information on how to exercise your rights with Facebook Ireland in relation to the joint processing, and for information on how Facebook Ireland subsequently processes your personal information as independent data controller, please see the [Facebook Data Policy](#).

We also work with third parties to serve ads to you as part of customized campaigns on third-party platforms (such as Facebook and Instagram). As part of these ad campaigns, we or the third-party platforms may convert information about you, such as your email address and phone number, into a unique value that can be matched with a user account on these platforms to allow us to learn about your interests and serve you advertising that is customized to your interests. Note that the third-party platforms may offer you choices about whether you see these types of customized ads.

We do not sell or share your personal information with third parties for their direct marketing purposes, except with your consent.

### **Our Legal Basis for Using Your Information**

In Europe, we are required to specify the purposes for which we process your personal information and the legal bases which we rely on to do this. Lime relies on a number of [legal bases](#) to collect, use, share, and otherwise process your information for the purposes described in this Privacy Notice, including where:

- it is necessary to provide the Services and perform our obligations in accordance with the [User Agreement](#). For example, we cannot provide the Service unless we collect and process basic information about you and your location;
- you have provided your consent to us processing your information (in which case you may revoke your consent at any time);
- it is necessary to comply with a legal obligation, including, for example, responding to government agency or law enforcement information requests or to establish, exercise or defend legal claims;
- to protect vital interests of our users, Juicers, staff, and members of the public both on and off the Services;
- it is permitted by law, we may process data in the public interest; and / or
- the processing is necessary for the purposes of Lime's or a third party's [legitimate interests](#), provided that we have balanced these against your fundamental rights and interests.

More information on our lawful basis for processing your personal information is available [here](#).

### **How We Transfer Your Information**

As we offer our Services in many locations globally, we may transfer your information to or from these locations for the purposes of providing you Services.

If you are habitually resident in the European Economic Area ("EEA"), Switzerland or the United Kingdom, we will transfer or transmit your information to the United States and other countries outside of where you live for storage, processing and the other purposes described in this Privacy Notice. Countries which are outside the EEA, Switzerland or the United Kingdom may not offer the same level of data protection as in your home country. For example there is currently no adequacy decision in respect of the



United States. Where the European Commission has recognized a country as providing an adequate level of data protection, Lime may rely on the Commission's adequacy decision, as applicable, to transfer data.

Lime also relies on Standard Contractual Clauses approved by the European Commission to transfer data from the EEA, Switzerland and the United Kingdom to the United States and other countries outside of where you live. You may request a copy of Standard Contractual Clauses by contacting us at [legal@li.me](mailto:legal@li.me).

In certain limited circumstances, we may use derogations, such as the contractual necessity derogation, where appropriate to process personal information, when there are no other data transfer mechanisms applicable. For example, where the transfer of information is necessary to provide our Services as set out in the [User Agreement](#).

### How Long We Keep Information

We keep your information for as long as is reasonably necessary to provide the Services to you or until your account is deleted, whichever is longer, subject to any longer period as may be required by applicable law or notified to you. Examples of some of our retention periods are set out below.

Type of Data	Retention Period
Account information	Lifetime of the account. Certain information relating to transactions relating to an account are retained for 7 years in line with Lime's accounting obligations.
Government issued driver's license information and result of verification of whether selfie matches ID	After we conduct verification checks to ensure the license is valid, we retain only limited verification information for fraud prevention purposes and in order for you to use the Services. When we use facial recognition technology to verify that your driver's license matches your image, we retain only information about whether the image matched. We retain this information for the lifetime of the account unless a different period is required by law in your jurisdiction.
Customer support queries	Lifetime of the account.

When you delete your account, it may take us additional time to fully delete your information from our databases and system logs. We may also retain information from deleted accounts to prevent fraud, collect fees, enforce the [User Agreement](#), to comply with our legal obligations or enforce our legal rights.

In addition, if you are a Juicer, Lime retains certain information to the extent necessary to comply with our legal obligations. For example, Lime may keep some of your information in order to comply with applicable tax, legal, reporting and auditing obligations and other requirements in the countries in which we operate.

### Your Rights

While some of these rights apply generally, certain rights apply only in limited cases. Some of these rights may not apply to you if you are based outside the regions indicated below.

#### EEA / Swiss / UK Rights

If you are habitually located in the EEA, Switzerland or the UK, you benefit from a number of rights in relation to your information.

**Right to object (marketing)** - You have the right to object to processing for direct marketing purposes at any time.

**Right to object (legitimate interest)** - Where we process your information based on legitimate interests, you can object to this processing in certain circumstances. Unless we have compelling legitimate grounds or where it is needed for legal reasons, we will cease processing your information when you object.

**Right of access** - You can access much of your information by logging into your account. You can also request a copy of the information we have about you and information explaining how the information is used.

**Right of rectification** - You have the right to request that we rectify inaccurate information about you.

**Right of erasure** - You have the right, in certain cases, to request that we delete your information, provided there are valid grounds for doing so and subject to applicable law.

**Right to restrict processing** - You have the right, in certain cases, to temporarily restrict the processing of your information by us, provided there are valid grounds for doing so.

**Right to data portability** - You may have the right to receive certain of your information in a structured, commonly used and machine-readable format and to transmit such information to another controller.

**Right to withdraw consent** - Where you have previously provided your consent, such as to send you direct marketing, you have the right to withdraw consent at any time. However, this will not affect the lawfulness of the processing based on consent before its withdrawal. Furthermore, even in case of a withdrawal, we may continue to use your information as permitted or required by law.

**Right to provide guidance on the management of your data after your death** - You have the right to provide us with specific guidance on the storage, deletion of communication of your personal data after your death.

Please get in touch with us as set out in the "Who Is Responsible for My Information?" section below if you would like to exercise any of these rights or in case you should have any concerns about how we process your information. For security purposes, we may require that you follow certain steps in order to verify that you are the owner of a Lime account. For example, we may require that you have a verified email associated with your Lime account and that you get in touch with us using the verified email associated with your Lime account. You also have the right to lodge a complaint with your local supervisory authority for data protection. You can access a list of EU supervisory authorities here. You can also contact Lime's Data Protection Officer at [dpo@li.me](mailto:dpo@li.me).

**California Privacy Rights** : If you are a California resident, you are entitled to certain rights over your personal information. For more information about those rights and how to exercise them, please see our California Privacy Notice, which is incorporated by reference into this policy.

**Your Choices and How You Can Manage Your Information** : We believe you should have choices about the collection, use and sharing of your information. If you do not want Lime to collect your information, please do not use the Services.

**Emails and Other Communications** : If you would like to change the types of communications you receive from us, including opting out of promotional communications from us, you may do so at any time by updating the communication preferences specified in your account profile. We may continue to send non-promotional communications and other information about your use of the Service.

**Accessing and Managing Your Information** : If you have an account with Lime, you can review, change or delete your information by logging into your account and editing your profile. You can change your mobile phone number or email address by using our in-app change feature. You can delete your Lime

account at any time by submitting a request to us at support@li.me or by using the in-app "Submit a Request" feature. If you are a Juicer and wish to delete your account, please email juicer@li.me.

### **Who Is Responsible for My Information?**

To see who is responsible for your personal information and how to contact them, please click [here](#).



**CITY OF GRAND JUNCTION, COLORADO**

REQUEST FOR PROPOSALS

**Shared Micromobility**  
**APPENDIX E**  
Operations & Maintenance Plan

**DUE DATE:**  
**SEPTEMBER 6th 2:00 PM**

**CONTACT:**  
**Kassy Hackett, Buyer**  
**kassy@gjcity.org 970-244-1546**  
**CITY OF GRAND JUNCTION**  
**REQUEST FOR PROPOSALS**  
**RFP NO. 5098-22-KH**

## Appendix E: Operations and Maintenance Plan

Lime begins deploying our fleet starting at 5:00 am and we rebalance vehicles throughout the day, typically on the shift schedule shown below. We use our Grand Junction data to adjust our rebalancing schedule in response to the City's unique mobility patterns, shifting vehicle distribution based on the day of the week, month, season, special events, etc. As a result of our responsive, data-driven rebalancing, residents can rely on Lime vehicles being available when and where they need them.

Shift Time	Staffing	Focus
5:00 AM - 1:30 PM	2 staff: 1 battery swap/moving/patrol 1 charging/maintenance	<ul style="list-style-type: none"> <li>5:00 AM - 8 AM: Deploy fleet</li> <li>8 AM - 12:30 PM: Patrol active and sensitive areas; ensure vehicles have charged batteries, rebalance as needed after morning commute</li> </ul>
1:30 PM - 10 PM	2 staff: 1 battery swap/moving/patrol 1 charging/maintenance	<ul style="list-style-type: none"> <li>1:30 PM - 4:30 PM: Patrol active and sensitive areas; ensure vehicles have charged batteries</li> <li>4:30 PM - 10 PM: Rebalance as needed for evening commute</li> </ul>

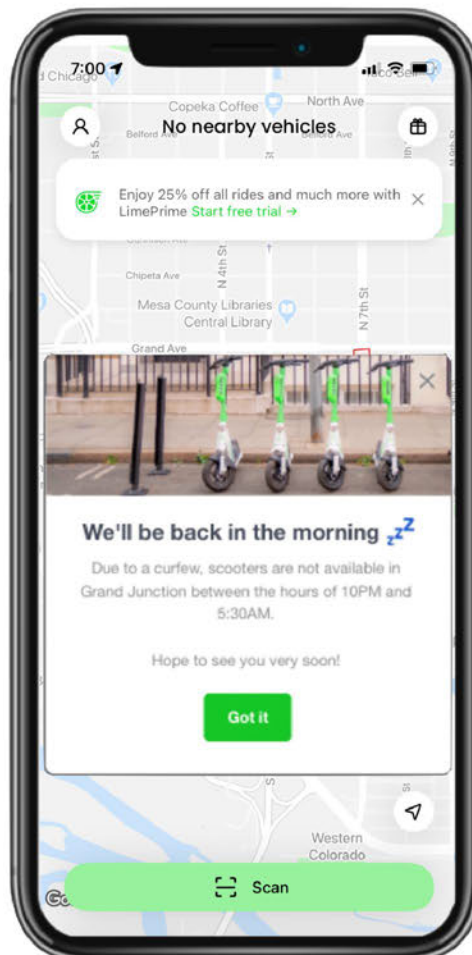


- Daily Rebalancing Schedule** - Using data from our Hotspot Optimizer, we are able to employ predictive analytics to identify areas with the highest rebalancing needs. Our Operations Team maintains a daily rebalancing schedule based on this data, and proactively deploys staff in high-demand areas. For example, we proactively rebalance our vehicles in the early evening to accommodate evening peak commuting patterns.
- Real-Time Monitoring and Rebalancing** - Our local team uses our AdminTool operations portal to monitor real-time data on the fleet. We pay special attention to high-traffic areas like Downtown, keeping an eye on fallen vehicle notifications, and too many vehicles in one area. The Operations Lead assigns rebalancing and reparking tasks to staff in the field as needed based on this real-time fleet data.

- **Verification and Quality Control** - After an issue is resolved, our Operations Specialist takes a picture of the fixed problem. **We have digital records of every relocation request and every repair that our team conducts.**
- **In-field Maintenance and Disinfection** - Our Operations Specialists perform in-field maintenance checks and disinfection whenever they touch a vehicle. Any in-field cleaning or repairs are made on the spot by in-house workers, and vehicles are returned to the warehouse at least once every seven days for a 65-point inspection by our mechanics. Damaged or non-functioning vehicles are brought back to the warehouse for inspection and repair, if needed.
- **Lime Patrol** - Lime proactively deploys “Lime Patrol” - specially trained operations staff - to high-traffic areas to proactively repark or rebalance vehicles and educate riders about proper riding and parking behavior. We also deploy Lime Patrol during special events to make sure vehicles are well managed during high-volume times.

## Curfew

Lime agrees to the curfew proposed by the City. Vehicles will not be available to rent during the hours of 10pm and 6:30am in the summer months and 10pm and 5:30 during the winter months. Users will see an in-app message similar to the below image during these hours.



## Ensuring Compliance

Lime sends targeted content and communications to our Operations Staff on avoiding pedestrian walkways, service ramps, bus and transit stops, doorways and pedestrian signals and respecting the needs of vulnerable communities. Likewise we are constantly developing content for our riders and the community at large on the importance of proper parking.

In addition:

- Our Operations Manager **physically reviews** all Lime deployment locations to ensure that they do not obstruct curb cuts, ramps, transit stops, benches, etc. and are not problematic for people with disabilities.
- For all deployment locations, Lime provides **in-app deployment details** like address, number of vehicles, and a photo of proper deployment so our Operations Team know exactly how to deploy the vehicles safely
- After deployment, the Operations Specialist must **take a photo** of the vehicle. We validate proper deployment using the same AI technology as our rider parking validation. For poor deployment, we provide training or, in the event of a repeat offense, more stringent measures can be taken.
- Lime's Operations Team members will receive **specialized disability awareness training**
- Our multimedia campaign will include a video **Public Service Announcement** on how improper parking affects people with disabilities. We produced a similar video in partnership with Rooted In Rights, an Oregon-based nonprofit.

## Maintenance and Repair Protocol:

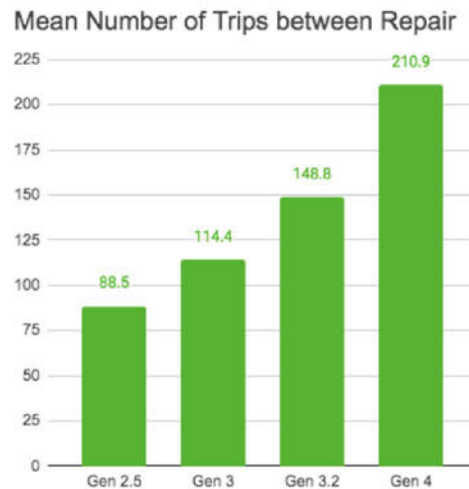
Lime has a strong maintenance plan for our vehicles, prioritizing safety, reliability, and sustainability. Lime will commit to Grand Junction performance through:

- In-field inspections and disinfection at least once per day
- 65-point in-warehouse inspection at least once every seven days
- 90% of vehicles operable, charged, and in top condition at all times
- 24-hour turnaround time for any vehicle in need of repairs (provided it can be repaired)
- At least 96% reuse of parts, recycling of batteries, and landfill diversion

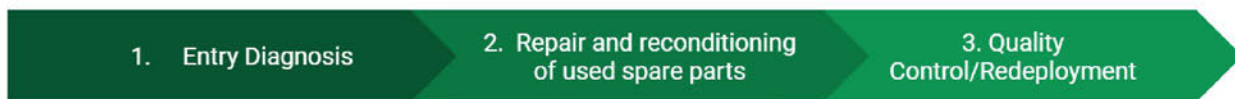
A detailed summary of our maintenance protocols is included **below**. To provide the City with visibility into Lime's maintenance program, a service level agreement (SLA) and the source of data, reporting frequency, and format for our service, maintenance, and inspection activities is included **below the Maintenance and Repair Protocol**.

## Changes to Current Protocol

As the fleet in Grand Junction will consist of our latest Gen 4 models, the City will see more vehicles on the street before needing repair. As indicated in the graph below, Gen 4 vehicles go twice as many trips as our Gen 3 model before needing repair, and 138% more trips than our Gen 2.5 models.



Our newest Gen 4 vehicles that will be deployed in Grand Junction will be returned to the warehouse every 300 miles and Gen4 bikes every 600 miles for preventive maintenance.



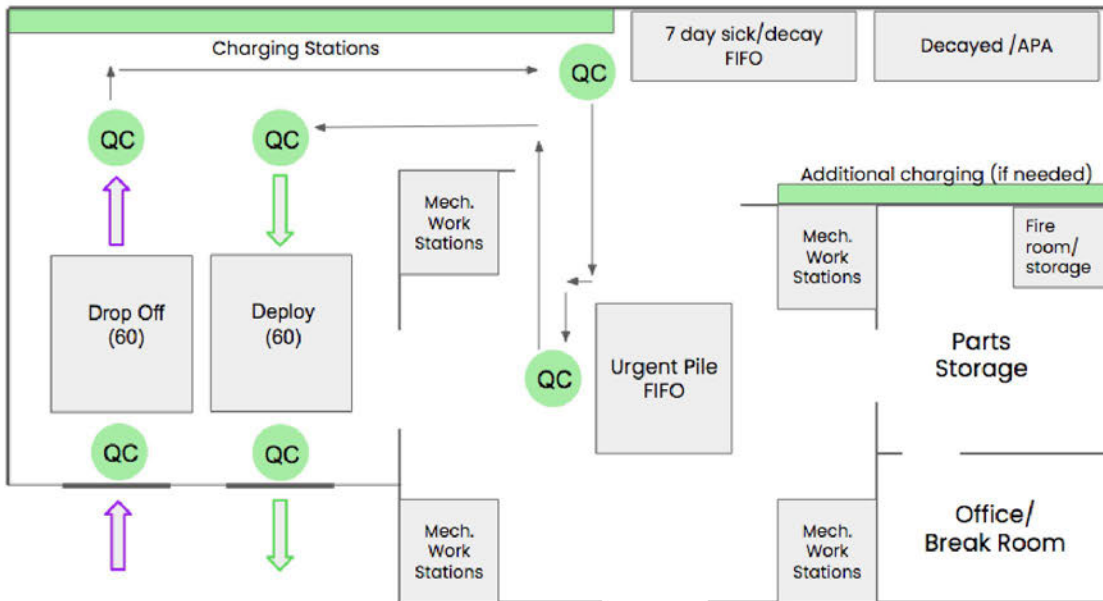
All e-scooters that are brought back to the warehouse go through a three-step maintenance protocol:

1. Entry diagnosis
2. Repair and reconditioning of used spare parts
3. Quality Control/Redeployment

## Vehicle Arrival

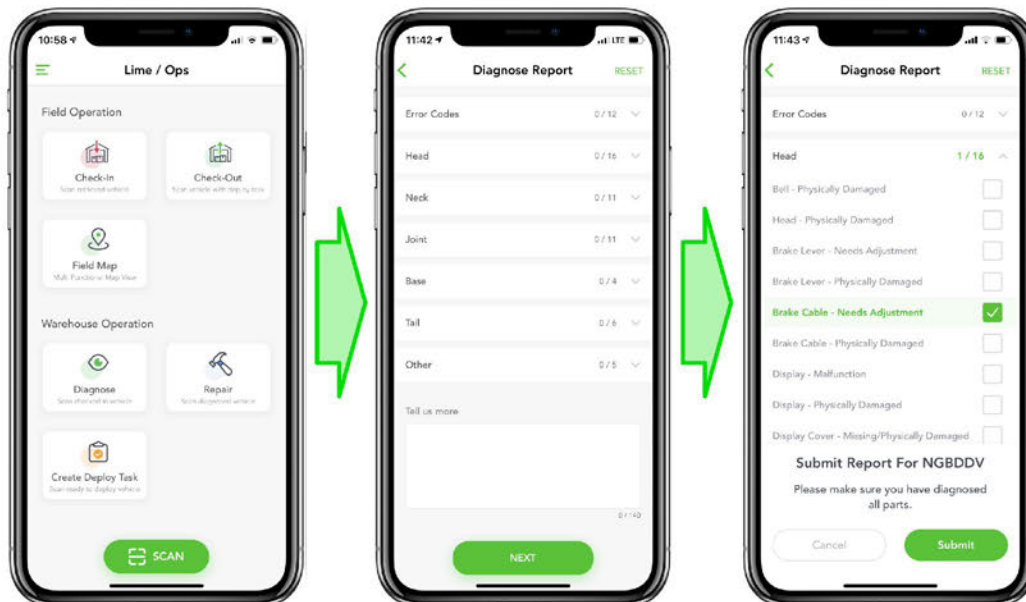
Upon retrieval, the Operations Specialists transport the vehicle back to the warehouse. They unload the vehicles and place them in the “triage zone” for our mechanics to address.





Warehouse flow

**Step 1:** After they are retrieved, vehicles are unloaded from our vans and placed in the “triage zone”. Our Mechanic Shift Lead does a full inspection of the vehicle prior to placing the vehicle in the “repair queue” using the diagnostic functions in the operations app. **Vehicles inspections include a full evaluation: screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, test ride, and more.** The inspection is done in accordance with our Standard Operating Procedures (SOP) in the operations app.



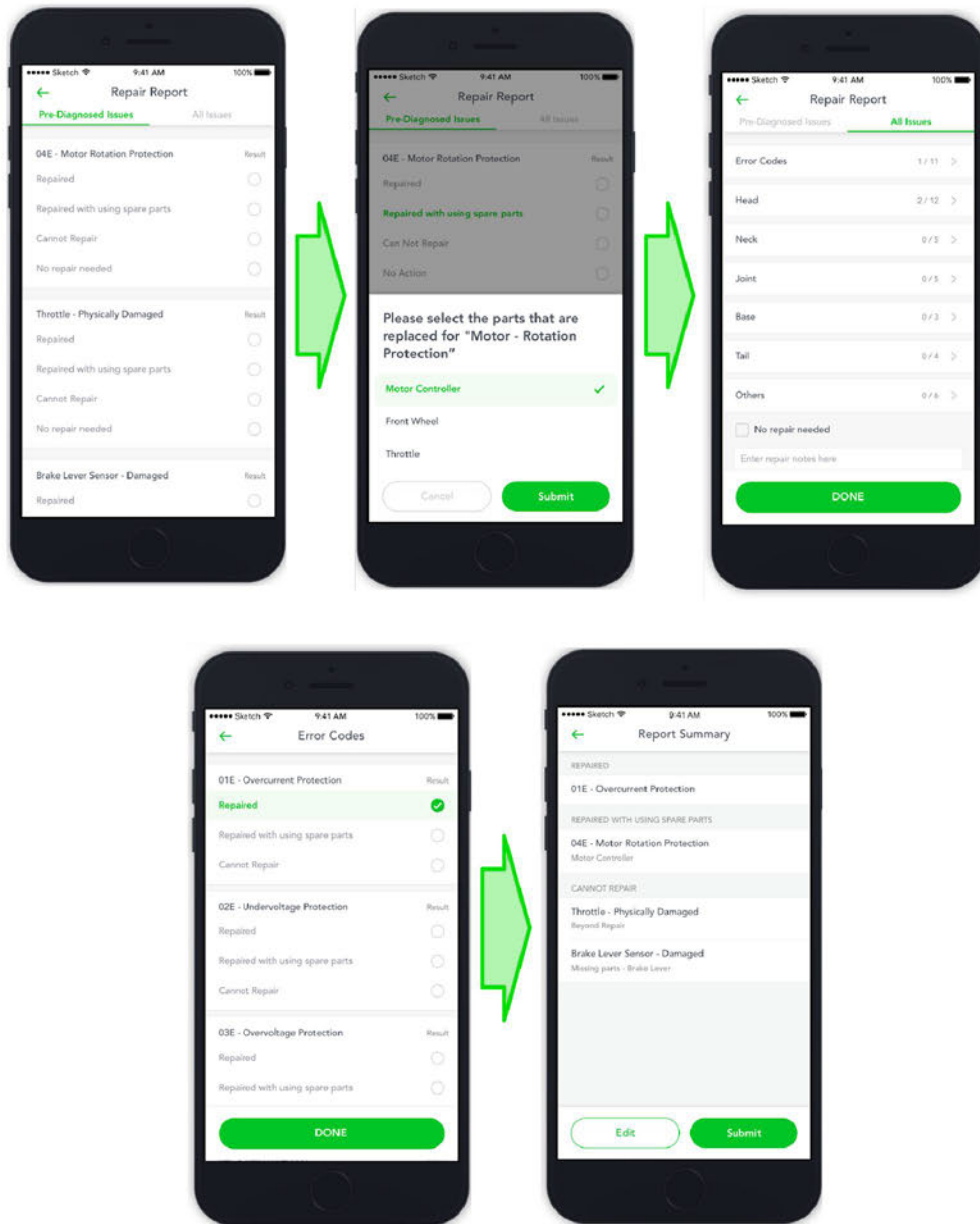
Initial diagnostic evaluation flow

**Step 2:** Each mechanic takes one vehicle at a time starting from the repair queue with the vehicle that has been in the queue the longest, also known as FIFO Method (first in, first

out). By utilizing the FIFO method we are able to ensure that every vehicle is handled in a timely manner and no vehicle is overlooked. Once they move the vehicle back to their mechanic station they will complete another diagnostic on the vehicle.

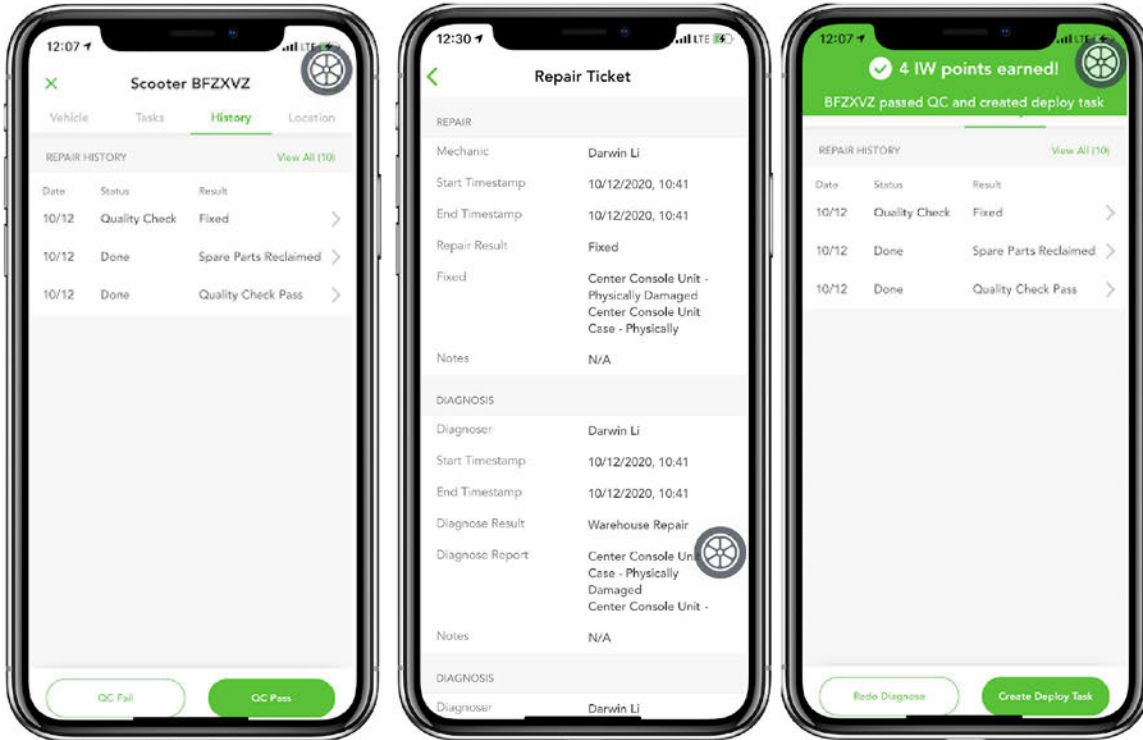
**Step 3:** After diagnostics, our mechanics will proceed to repair the vehicle. Every mechanic station is equipped with the necessary tools and parts to complete every kind of repair on a vehicle. In addition, the Shift Lead audits the repairs and provides guidance to our mechanics if any is needed.

**Step 4:** After the vehicle has been repaired, the Shift Lead will do a mandatory additional quality control check to ensure that the repairs have been done correctly and that the vehicle meets our quality and safety standards before being moved to a charging station. Below is an example of our Quality Assurance checklist used to verify that repairs have been completed correctly.



*Quality control diagnostic flow*

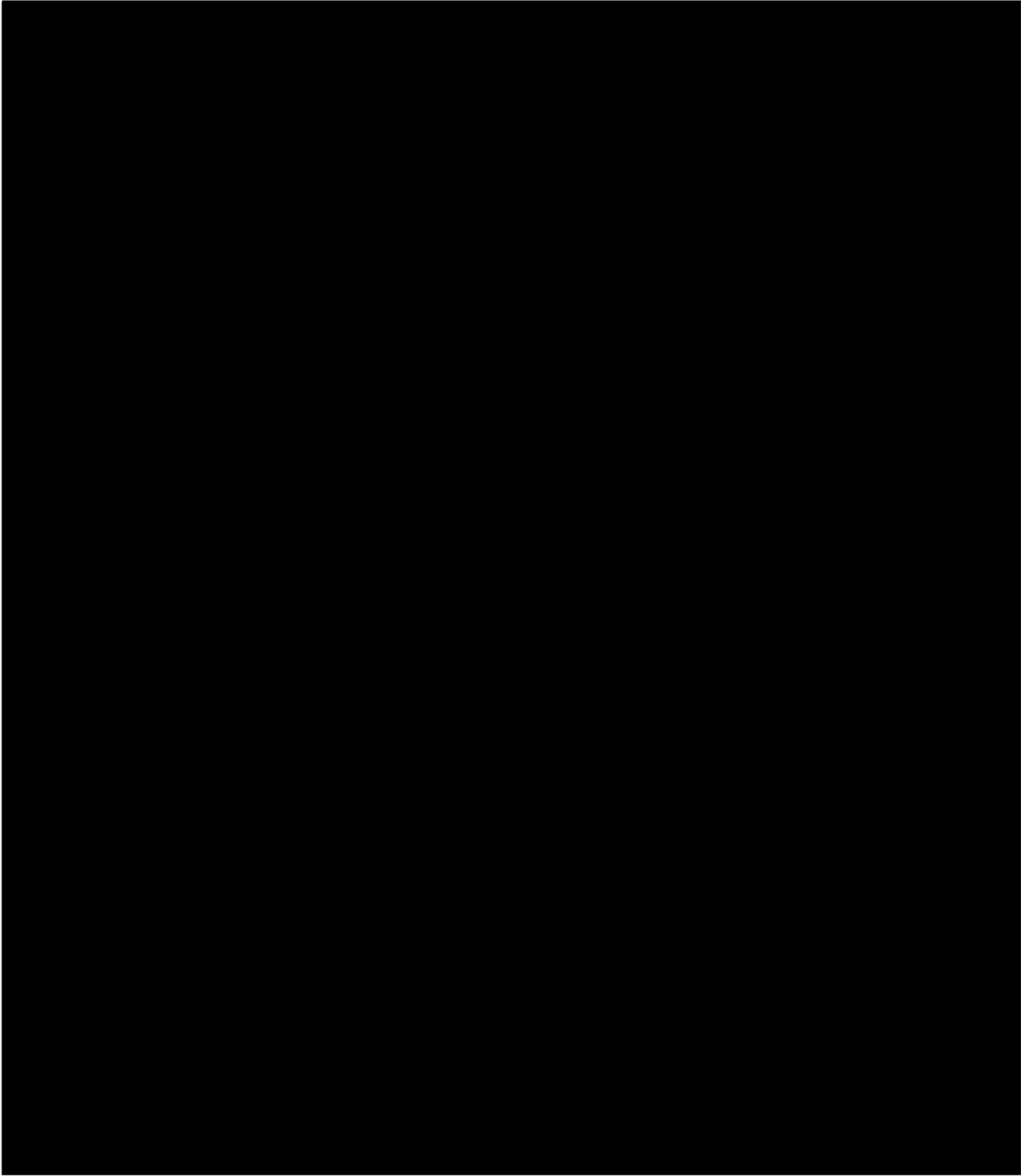
**Step 5:** After charging, the Shift Lead inspects each vehicle prior to moving to the “deployment zone”. This provides an additional quality check for every vehicle that leaves the charging station.

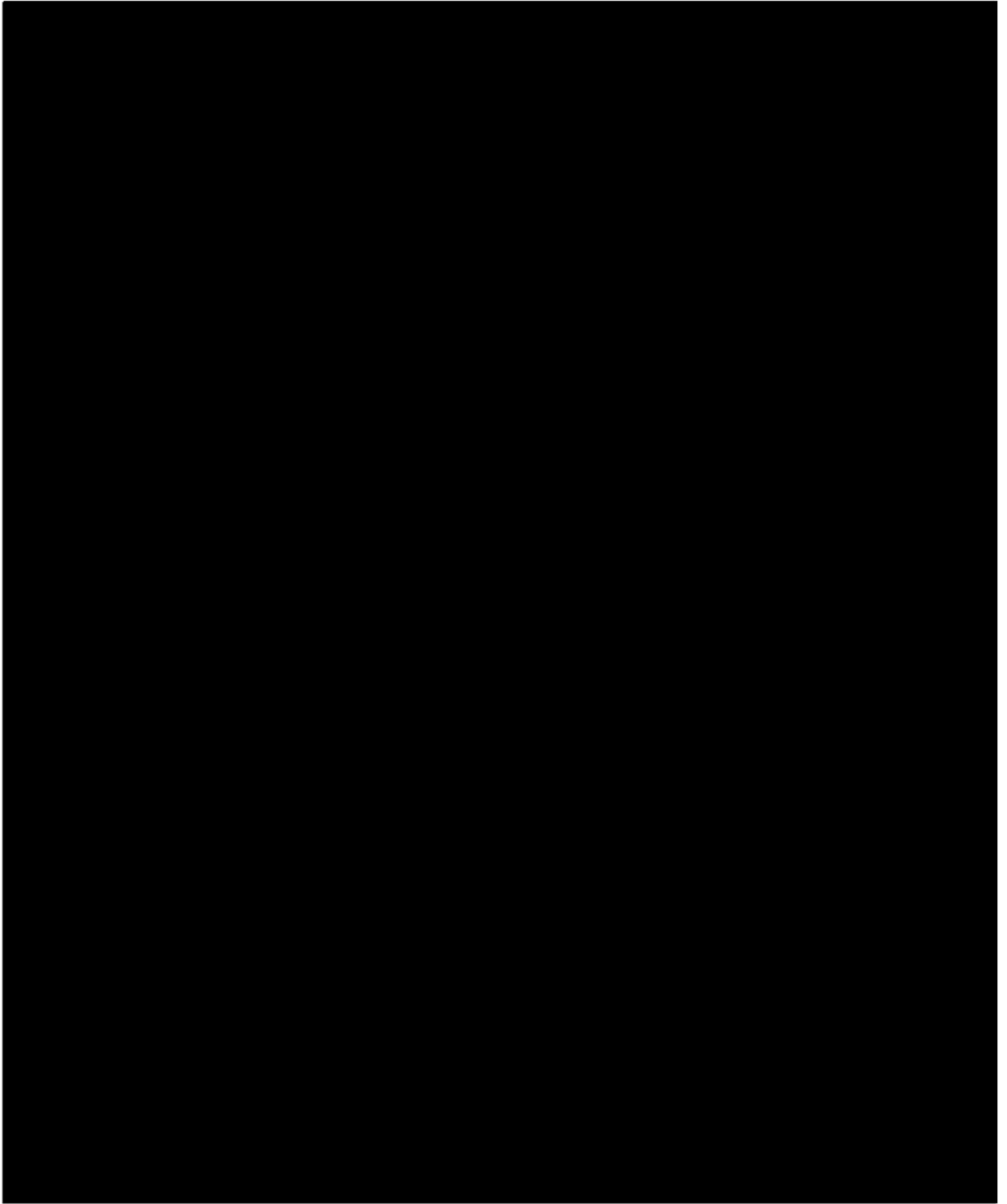


*Quality check report*

**65-Point Inspection**

*CONFIDENTIAL, PROPRIETARY, AND/OR TRADE SECRET*







**CITY OF GRAND JUNCTION, COLORADO**

REQUEST FOR PROPOSALS

**Shared Micromobility**

**APPENDIX F**

Lime's Global Markets

**DUE DATE:**

**SEPTEMBER 6th 2:00 PM**

**CONTACT:**

**Kassy Hackett, Buyer**

**kassy@gjcity.org 970-244-1546**

**CITY OF GRAND JUNCTION**

**REQUEST FOR PROPOSALS**

**RFP NO. 5098-22-KH**

**Appendix F: Lime's Global Markets**

City	State	Country
Aachen		Germany
Alba Iulia		Romania
Antwerp		Belgium
Arad		Romania
Atlanta	Georgia	United States
Auckland		New Zealand
Augsburg		Germany
Austin	Texas	United States
Balaton		Hungary
Balaton North		Hungary
Balaton South		Hungary
Bartlesville	Oklahoma	United States
Basel		Switzerland
Berlin		Germany
Bielefeld		Germany
Bloomington	Indiana	United States
Boeblingen		Germany
Boise	Idaho	United States
Bonn		Germany
Bordeaux		France
Boulder	Colorado	United States
Brno		Czech Republic
Bruehl		Germany
Brunswick		Germany
Brussels		Belgium
Bucharest		Romania
Budapest		Hungary
Burgas		Bulgaria
Busan		South Korea
Bydgoszcz		Poland
Carthage	Missouri	United States
Catania		Italy
Ceske Budejovice		Czech Republic
Charlotte	North Carolina	United States
Christchurch		New Zealand
Cincinnati	Ohio	United States
Cleveland	Ohio	United States
Cluj-Napoca		Romania
Cologne		Germany
Colorado Springs	Colorado	United States
Columbus	Ohio	United States
Constanta		Romania

Copenhagen		Denmark
Corpus Christi	Texas	United States
Daejeon		South Korea
Darmstadt		Germany
Denver	Colorado	United States
Detroit	Michigan	United States
Dortmund		Germany
Dresden		Germany
Dubai		UAE
Duisburg		Germany
Dusseldorf		Germany
Edinburg	Texas	United States
Edmonton	Alberta	Canada
Eilat		Israel
El Puerto de Santa Maria		Spain
Emeryville	California	United States
Erlangen		Germany
Essen		Germany
Evansville	Indiana	United States
Flensburg		Germany
Frankfurt		Germany
Frechen		Germany
Gabrovo		Bulgaria
Galati		Romania
Gelsenkirchen		Germany
Gliwice		Poland
Goettingen		Germany
Gold Coast		Australia
Gothenburg		Sweden
Grand Rapids	Michigan	United States
Hamburg		Germany
Hamilton		New Zealand
Hamm		Germany
Hampton	Virginia	United States
Hannover		Germany
Heidelberg		Germany
Heilbronn		Germany
Hel		Poland
Helsinki		Finland
Herne		Germany
Hilden		Germany
Hildesheim		Germany
Hradec Kralove		Czech Republic
Hutt Valley		New Zealand
Incheon		South Korea



Indianapolis	Indiana	United States
Ingolstadt		Germany
Kaiserslautern		Germany
Karlsruhe		Germany
Kassel		Germany
Katowice		Poland
Kelowna	British Columbia	Canada
Kiel		Germany
Kielce		Poland
Klagenfurt		Austria
Konstancin		Poland
Krakow		Poland
Lake Tahoe	California	United States
Lansing	Michigan	United States
Le Havre		France
Liberec		Czech Republic
Linz		Austria
Lisbon		Portugal
Little Rock	Arkansas	United States
Lodz		Poland
London		United Kingdom
Los Angeles	California	United States
Louisville	Kentucky	United States
Lubbock	Texas	United States
Lubeck		Germany
Lublin		Poland
Lund		Sweden
Madrid		Spain
Mainz		Germany
Malmo		Sweden
Manchester		United Kingdom
Mannheim/Ludwigshafen		Germany
Marseille		France
Meerbusch		Germany
Melbourne		Australia
Miami	Florida	United States
Milan		Italy
Milton Keynes		United Kingdom
Milwaukee	Wisconsin	United States
Minneapolis/St.Paul	Minnesota	United States
Moenchengladbach		Germany
Mulheim		Germany
Munich		Germany
Munster		Germany
Naples		Italy

Nashville	Tennessee	United States
Neckarsulm		Germany
Neuss		Germany
New York	New York	United States
Norfolk, VA	Virginia	United States
Nuremberg		Germany
Oakland	California	United States
Odense		Denmark
Ogden	Utah	United States
Oklahoma City	Oklahoma	United States
Oldenburg		Germany
Olomouc		Czech Republic
Olsztyn		Poland
Omaha	Nebraska	United States
Opfikon		Switzerland
Orlando	Florida	United States
Oslo		Norway
Osnabruck		Germany
Ostrava		Czech Republic
Ottawa	Ontario	Canada
Oulu		Finland
Paderborn		Germany
Palermo		Italy
Palmerston North		New Zealand
Pardubice		Czech Republic
Paris		France
Pforzheim		Germany
Piaseczno		Poland
Plovdiv		Bulgaria
Portland	Oregon	United States
Potsdam		Germany
Poznan		Poland
Prague		Czech Republic
Raf Leeming		United Kingdom
Raleigh/Durham	North Carolina	United States
Recklinghausen		Germany
Red Deer	Alberta	Canada
Rethymno		Greece
Reutlingen		Germany
Richmond, VA	Virginia	United States
Rimini		Italy
Rio de Janeiro		Brazil
Roanoke, VA	Virginia	United States
Rochester	Minnesota	United States
Rome		Italy

Rostock		Germany
Rotterdam		Netherlands
Ruhrpott		Germany
Sacramento	California	United States
Salt Lake City	Utah	United States
San Diego	California	United States
San Francisco	California	United States
San Jose	California	United States
Santa Barbara	California	United States
Santiago		Chile
Seattle	Washington	United States
Seoul		South Korea
Seville		Spain
Sibiu		Romania
Sindelfingen		Germany
Sofia		Bulgaria
Solingen		Germany
Spokane	Washington	United States
St Augustin		Germany
St. Louis	Missouri	United States
Stara Zagora		Bulgaria
Statesboro	Georgia	United States
Stockholm		Sweden
Stuttgart		Germany
Sydney		Australia
Szczecin		Poland
Szeged		Hungary
Szekesfehervar		Hungary
Tampa	Florida	United States
Tampere		Finland
Targoviste		Romania
Targu Mures		Romania
Tauranga City		New Zealand
Tel Aviv		Israel
Torun		Poland
Tricity		Poland
Tulsa	Oklahoma	United States
Turin		Italy
Turku		Finland
Ulsan		South Korea
Uster		Switzerland
Vancouver	British Columbia	Canada
Varna		Bulgaria
Velence		Hungary
Verona		Italy

Veszprem		Hungary
Vienna		Austria
Warsaw		Poland
Washington DC	District of Columbia	United States
Wels		Austria
Wiesbaden		Germany
Wilhelmshaven		Germany
Winterthur		Switzerland
Witten		Germany
Wolfsburg		Germany
Wroclaw		Poland
Zug		Switzerland
Zurich		Switzerland

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-5098-22-KH Micromobility Pilot Study**

*Offeror must submit entire Form completed, dated and signed.*

- 1) All inclusive, not to exceed cost to implement a pilot study for shared micromobility as specified in the scope above:

\$ 0 \_\_\_\_\_

Total Amount Written: \_\_\_\_\_ Zero Dollars

-----  
*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Neutron Holdings, Inc DBA Lime  
 \_\_\_\_\_  
 Company Name – (Typed or Printed)

  
 \_\_\_\_\_  
 Authorized Agent Signature

85 Second Street, First Floor  
 \_\_\_\_\_  
 Address of Offeror

San Francisco, CA 94105  
 \_\_\_\_\_  
 City, State, and Zip Code

Dan Shoman  
 \_\_\_\_\_  
 Authorized Agent – (Typed or Printed)

615-815-0115  
 \_\_\_\_\_  
 Phone Number

dan.shoman@li.me  
 \_\_\_\_\_  
 E-mail Address of Agent

09/06/2022  
 \_\_\_\_\_  
 Date

## Surety Bond Form

### CITY OF GRAND JUNCTION PILOT STUDY SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that Lime (name of principal) as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND (name of Surety), a corporation authorized to do, and doing, business as a surety company in the State of Colorado, as Surety, are held and firmly bound unto **City of Grand Junction** ("the City"), a political subdivision of the State of Colorado, in sum of TWENTY-THOUSAND DOLLARS (\$20,000), lawful money of the United States, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, successors and assigns, firmly by these present.

Under the provisions of City of Grand Junction Ordinance 10.14.010, Principal filed with the City of Grand Junction Community Development Director ("Director") an application for participation and the use of certain public areas for the City of Grand Junction's Micromobility Pilot Study located within the City limits ("Service Area") in the City of Grand Junction; and the Director approved the application, issued a Pilot Agreement, (which Pilot Agreement is incorporated herein by reference including, but not limited to, the term of the Agreement, which is 18 months), and required the furnishing of this bond; now, therefore,

This Bond is entered into with the City for the City's use and benefit.

NOW, THEREFORE, the conditions of this surety bond are such that if the Principal:

1. Promptly and faithfully complies with all the terms of the City of Grand Junction Shared Micromobility Pilot Study Agreement ("Agreement"), City ordinances, particularly Ordinance 10.14.010, and all applicable provisions of the laws of the State of Colorado;
2. Pays any cost under the Agreement upon the City's presentation of an invoice;
3. Removes any Vehicle, structure, or obstruction that becomes insecure or unsafe, or is not constructed or maintained in accordance with the terms of the Agreement, upon notice from the City;
4. Reimburses City for any and all expenses incurred in connection with the activities described in the Agreement;

5. Pays the cost of any damage incurred by the failure of the Principal to fully perform pursuant to the Agreement, plus Eight Percentage (8%) of such cost, together with any other expense that City may sustain in connection therewith;
6. Pays all Pilot Study fees as required by City ordinance, agreement, rule and/or regulation; and
7. Pays interest at a rate of Eight Percent (8%) per annum on any and all payments due to the City from and after the date of delinquency to the date of payment;

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding. Surety waives notice of any alteration or extension of time made by the County with respect to the Pilot Agreement.

IN ADDITION, whenever the City has declared the Principal to be in default and has given Surety written notice of such declaration, Surety shall promptly (in no event more than 14 days following receipt of such notice) specify in written notice to the City which actions the Surety will take to remedy the default, and shall thereafter promptly:

1. Remit all sums due and payable to the City hereunder: and
2. Remedy all non-monetary defaults or request the City to arrange for satisfaction, on behalf of the Principal and Surety, of their non-monetary obligations under the Agreement and this Bond, and pay the City, in cash;
3. Remedy all monetary defaults, up to and including the penal sum of this Bond as reimbursement of all payment and expenses incurred by the City as a result of the Principal's default and Surety's request, including but not limited to those for mitigation of the City's losses, attorney's fees; and
4. Provide all necessary actions to preserve public and private property from damage prior to Surety's exercising any option available to it under this Bond.

PROVIDED FURTHER, no rider, amendment or other document modifies this Bond unless in writing and accepted by the City.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this

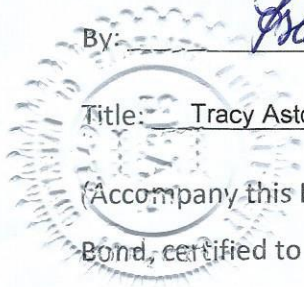
26th day of April, 2023.

CONTRACTOR: LIME

By: Meghan Hanes ATTEST: Sam Russell  
Secretary Samantha Russell, Witness  
Title: Meghan Hanes, Attorney-in-Fact

SURETY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Tracy Aston  
Title: Tracy Aston, Attorney-in-Fact



(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

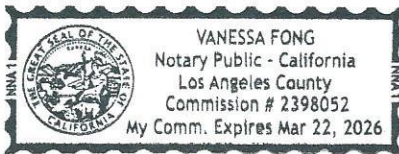
State of California

County of Los Angeles

On APR 26 2023 before me, Vanessa Fong, Notary Public, personally appeared Meghan Hanes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Vanessa Fong  
Signature of Notary Public

## LIMITED POWER OF ATTORNEY

KNOWN ALL BY THESE PRESENT, that Neutron Holdings, Inc., a Delaware corporation, (the “**Company**”) hereby constitutes and appoints Meghan Hanes, in her capacity as an employee of Aon, as the undersigned’s true and lawful attorney-in-fact to:

(1) execute for, do and perform any and all acts for and on behalf of the undersigned with respect to any surety bond approved by either Calvin Mang or Ketti Ciarniello, in their capacities as employees of the Company, which may be necessary or desirable to complete; and

(2) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the document executed by such attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact’s discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

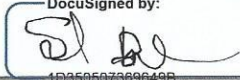
This Limited Power of Attorney and all authority conferred hereby shall immediately terminate upon the earlier of (i) June 1, 2023, (ii) the date on which either Aon or Meghan Hanes ceases to provide services to the Company, (iii) the date on which Meghan Hanes ceases to provide services to Aon, (iv) the date on which either Calvin Mang or Ketti Ciarniello ceases to provide services to Lime, or (v) unless earlier revoked by the undersigned in a signed writing delivered to Aon.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned has caused this Limited Power of Attorney to be executed as of this 26 May 2022 2022.

**COMPANY:**

**NEUTRON HOLDINGS, INC.**

By:    
 10000070000400...  
 Sarah Binder  
 General Counsel

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

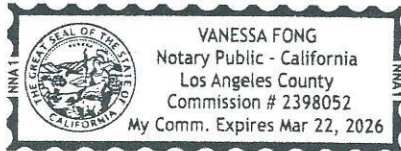
State of California

County of Los Angeles

On APR 26 2023 before me, Vanessa Fong, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*Vanessa Fong*

Signature of Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rosa E. RIVAS, Samantha RUSSELL, Tracy ASTON, Meghan HANES **of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of April, A.D. 2022.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

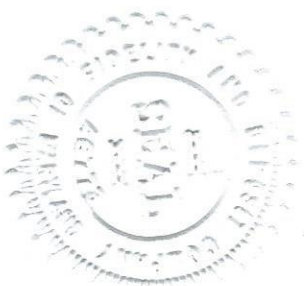
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of APR 26 2023.



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**