



**SHARED MICROMOBILITY PROGRAM  
REVENUE CONTRACT SOLICITATION  
STR RCS 23-2213**

**SCHEDULE OF EVENTS**

All dates are subject to change without prior notice.

The City of Phoenix is not responsible for cost or losses incurred by any Respondent in the preparation of a Response or due to date changes.

<b>ACTIVITY</b>	<b>DATE &amp; TIME</b> (All times are local Phoenix, AZ time)
Issued / Published RCS	September 9, 2022 <a href="https://www.phoenix.gov/procure">https://www.phoenix.gov/procure</a> AZ Business Gazette
Pre-Proposal/Pre-Offer Meeting	Thursday, September 15, 2022, at 11:00 a.m. <b>Join from the meeting link</b> <a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mc81fa5971783da36b81b6eaaccedbade">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mc81fa5971783da36b81b6eaaccedbade</a>
Question Deadline: Submittal of Written Questions	Monday, September 19, 2022, by 5:00 p.m.
Answer Deadline: Answers to Written Questions	Monday, September 26, 2022, by 5:00 p.m.
<b>Solicitation Deadline</b>	October 10, 2022, at 5:00 p.m.
Tentative Interviews / Discussions / Best and Final Offer / Negotiation with respondents most susceptible to award (If Necessary)	October 12 - 21, 2022
Award Recommendation to Phoenix City Council	Nov 16, 2022
Commencement of Contract	Nov/Dec 2022

**Submit Responses and request for alternate formats to:**

Dana M. Garr  
Procurement Manager  
City of Phoenix Street Transportation Department  
201 W Washington, 5th Floor, Phoenix, AZ 85003  
602-495-7945 (TEL) / (7-1-1 Friendly) / 800-781-1010 (TTY)  
[dana.garr@phoenix.gov](mailto:dana.garr@phoenix.gov)

<https://solicitations.phoenix.gov/Solicitations/Details/1326>

Date posted on website (issue Date): September 9, 2022



This RCS is issued pursuant to Phoenix City Code Chapter 43 and Administrative Regulation 3.10. This RCS does not commit the City to award any contract(s).



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Street Transportation  
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Goods & Services  
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## SECTION I - INTRODUCTION

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### 1. INTRODUCTION

**1.1.** The City of Phoenix (City) Street Transportation Department is seeking responses from qualified Respondents (as defined in Paragraph 4 – Minimum Qualifications) to install, operate, and maintain a Shared Micromobility program throughout the Phoenix area at no cost to the City. Shared Micromobility is the offering of small, lightweight, electric vehicles such as electric scooters (e-scooters) and electric pedal-assist bicycles (e-bikes) for short-term rental. The successful respondent(s) will enter into Contract with the City. A copy of the draft Contract is attached as **Exhibit 1**. The initial program boundaries are identified in **Exhibit 2**. The City anticipates awarding to two to three companies depending on service level needs. Each company will have designated parking areas or “parking corrals” within the program boundaries, hereafter referred to as “Premises” which will be renovated, maintained, and operated by the successful respondent(s).

**1.2** The City encourages competition in every solicitation process. The City’s desired outcomes from this solicitation is to:

- Provide residents and visitors with a first-class Micromobility program within the City of Phoenix.
- Expand and improve the quality and safety of shared Micromobility.
- Utilize technology and innovative approaches to meet the needs of End Users and the City.
- Select Respondents who have experience in the successful operation of Micromobility programs in other markets.
- Select Respondents based on the entire Response, not solely based on the highest projected gross sales and/or revenues.
- Select Respondents based on a number of factors including Respondent’s ability to provide the highest quality customer service and convenience to the public.

**1.3** Selection will be based on the entire Response and the Evaluation Criteria and will not be solely based upon the highest financial return to the City. All Respondents must demonstrate not only experience and financial capability, but also creativity in proposing a Micromobility concept that will enhance the customer experience.

### 2. BACKGROUND

As the fifth largest city in the United States, Phoenix is expected to continue to grow in the coming decades. The Street Transportation Department is charged with building and maintaining city streets with the goal of providing a safe environment for all roadway users. Micromobility has emerged as a new form of transportation and has the potential to fill a critical gap in the transportation ecosystem. E-scooters, e-bikes and traditional pedal bicycles are an ideal mode for short trips and can replace automobile use for some



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trips. Shared Micromobility companies have broadly introduced Micromobility in large cities around the globe, including Phoenix.

The GRID Bike Share Program was the first iteration of shared Micromobility in Phoenix. GRID operated the City’s docked bike share program within the central city from 2014 to 2020. E-scooters, newer Micromobility options, entered the market in 2019. Phoenix City Council approved a six-month E-Scooter Pilot Program in September 2019 which allowed shared e-scooter companies to operate within a two-square mile area of the downtown core. The Pilot Program was extended an additional six months to March 2020, however due to the COVID-19 pandemic, the extension was delayed until September 2020. The Program has since been extended twice with the most recent extension approved through March 2023. Staff has used this time to explore a more comprehensive Micromobility Program to include the return of a traditional bike share program.

Over the course of the E-Scooter Pilot Program, the downtown area has generated notable ridership. Since the launch of the Pilot, nearly 290,000 trips have been logged. The City has collected application fees, permit fees and trip surcharge fees to offset the administrative costs of overseeing the program. The intent for the Pilot Program and the new Micromobility Program is to provide a service to the community at little to no cost to the City.

<b>E-Scooter Pilot Program Statistics</b>				
	<b>Maximum Number of Participating Vendors</b>	<b>Total Trips</b>	<b>Average Trip Duration (Minutes)</b>	<b>Average Vehicles Deployed</b>
Phase I (Sep 2019-Mar 2020)	3	102,756	12.5	339
Phase II (Oct 2020-Mar 2021)	2	40,957	15.5	192
Phase III (Apr 2021-Mar 2022)	2	82,008	14.2	174
Phase IV (Apr 2022-Mar 2023)**	4	79,027	16.6	623

	<b>City Share of Application Fees</b>	<b>City Share of Permit Fees</b>	<b>City Share of Surcharge Fees</b>	<b>Total</b>
Phase I (Sep 2019-Mar 2020)	\$1500.00	\$15,000.00	\$33,977.60	\$50,477.60
Phase II (Oct 2020-Mar 2021)	\$500.00	\$10,000.00	\$15,816.30	\$26,316.30



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Phase III (Apr 2021-Mar 2022)	\$0.00	\$28,333.34	\$11,136.15	\$39,469.49
Phase IV (Apr 2022-Mar 2023)*	\$1000.00	\$30,000.00	\$11,880.30	\$42,880.30

\* Through August 2022.

\*Phase I/II charge was 10 cents per trip, increasing to 15 cents in Phase III/IV

\*\*Four months of Data

### 3. DEFINITIONS

The following definitions apply to this Revenue Contract Solicitation (RCS). There are additional definitions in the attachments, exhibits and appendices. If there is a conflict between these definitions and the definitions in the attachments, exhibits and appendices then the definitions in the attachments, exhibits, and appendices govern those documents.

ADAPTIVE VEHICLES refers to a variety of Micromobility vehicles that have been modified for use by a person with a disability.

AGGRIEVED PARTY means a person or a business that intends a Response that alleges a mistake, impropriety or defect in the solicitation will harm the person or business.

CONTRACT includes any and all City of Phoenix Street Transportation Department contracts, subcontracts, agreements, licenses, sublicenses, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege to City property.

DAYS means calendar days, except as otherwise expressly provided in this RCS.

DISCUSSIONS means an exchange between the Procurement Officer and one or more Respondents submitting Responses determined to be Reasonably Susceptible Responses.

END USER means a person who ultimately uses a Micromobility vehicle.

E-BICYCLE means a bicycle that is equipped with fully operable pedals and an electric motor that provides assistance only when the rider is pedaling. For the purposes of this RCS, only Class I e-bikes will be permitted in the program. Class I e-bikes provide assistance up to 20 miles per hour.

E-SCOOTER means a standup or seated scooter which has two or three wheels, handlebars, a floorboard on which a person may stand while riding and is powered by an electric motor or human power, or both, and has a maximum speed that does not exceed 15 miles per hour, with or without human propulsion, on a paved level surface.

GOOD CAUSE means substantial grounds or evidence based upon facts not in dispute as determined by the Procurement Officer that the failure by an aggrieved



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party or a Respondent to submit a timely Response, protest or appeal was beyond its control due to misinformation relayed in writing by a city employee.

JOINT VENTURE (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity.

REASONABLY SUSCEPTIBLE RESPONSE means a Response that, based on the evaluation criteria, has a substantial chance of resulting in a License award.

RESPONDENT means an individual, partnership, JV, corporation, or firm that submits a Response to the City to perform services requested by an RCS.

RESPONSE means a written response to this Revenue Contract Solicitation.

RESPONSIBLE means to be fully capable of meeting all of the requirements of the solicitation, including possessing the capacity, operational and financial capability, and integrity to perform as contractually required.

RESPONSIVE means an offer or Response that on its face satisfies all material requirements of the solicitation.

REVENUE CONTRACT SOLICITATION (RCS) A solicitation for revenue contracts, including all amendments or supplements thereto.

RIGHT OF WAY means the surface of and the space above and below any public street, sidewalk, alley, right-of-way easement, or other public way of any type whatsoever, that is owned, leased or managed by a government entity, but does not include any City-owned bridge, now or hereafter existing as such within the City.

SHARED MICROMOBILITY means a Micromobility vehicle which is available for rent on a short-term basis through a Micromobility operator.

SUBCONTRACTOR means an individual, partnership, JV, corporation, or firm that holds a contract at any tier below the License, including a vendor under a purchase order.

SUCCESSFUL RESPONDENT means an individual, corporation, firm or JV that has been selected by the City to perform services requested by an RCS.

#### 4. MINIMUM QUALIFICATIONS

Each Respondent must demonstrate in its Response that it meets the minimum qualifications as required and include all information requested in this section or the Response will be rejected as non-responsive. The City of Phoenix Street Transportation Department reserves the sole right to determine if Respondents meet the minimum qualifications.

- 4.1. History of Performance. Respondent's Qualifying Business must have achieved minimum gross sales of \$500,000 dollars for one (1) of the last five (5) years.
- 4.2. Reputation and Relevant Experience. The Respondent shall demonstrate that



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they have been in the Micromobility business for a minimum of three years in at least three other markets in the United States. Large markets defined as cities with a population greater than 500,000. The Respondent's normal business activity during the past three years will have been providing the goods or services listed in this solicitation. (This information must be provided in the submittal including years in the business and customer references.)

- 4.3. Financial Position. Respondent shall demonstrate access to, or availability of, liquid assets, unencumbered real assets, lines of credit, bonds capability, and other financial means sufficient to meet the estimated cash flow requirements of the contract.
- 4.4. Equipment. Respondent will be an owner/operator to ensure units are in full working order and demonstrate that, based on known commitment, they will be available for use in the proposed contract. Respondent will be able to provide and maintain at a minimum a fleet of e- bikes and/or e-scooters. All vehicles must comply with the Consumer Product Safety Commission safety standards as well as all federal, state and city safety standards.
- 4.5. Insurance. Upon notification that Offeror is subject to award, the Offeror will have 10 business days to submit a complete certificate of insurance in the minimum amounts and coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.
- 4.6. Schedule. The Offeror will have 30 business days from contract award to complete and submit the final work schedule for Offeror identified responsibilities per the Scope of Work upon notification that Offeror is subject to award. Offeror is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work.

### 5. GOOD STANDING

Any Respondent that currently contracts with the City must be in good standing for its Response to be considered responsive. For purposes of this RCS, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

### 6. CONTRACT TERM AND CONTRACTUAL RELATIONSHIP

- 6.1. The information in this RCS is not intended to completely define the proposed contractual relationship to be entered into by the City and the Successful Respondent. The Contract terms may be amended at the sole discretion of the City at any time during the RCS process and/or prior to execution of the Contract.
- 6.2. The Contract will become effective on the date of execution by the City ("Effective Date"). The Initial Term of the Contract will begin at the Effective Date and last for three years, with one (1) two-year option, which will be exercised at the sole discretion of the Street Transportation Director.





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- 6.3. Respondents are advised to read the draft Contract included as **Exhibit 1**, to which the Successful Respondent shall be bound.
- 6.4. This RCS is for a non-exclusive Contract with the City. The City will not enter into an exclusive Contract with a Successful Respondent. At any time, the City has the right to award Contracts to other operators that may be located in other areas throughout the City.

### 7. EXECUTION OF THE CONTRACT

- 7.1. The City will approve the final Contract to the recommended Respondents after Phoenix City Council approves the Award Recommendation. Within **30 days** from the date the Contract was sent, the recommended Respondents must sign and submit the final Contract to the City. The City may request City Council approval to award the Contract to the next highest qualified Respondent in the event the City does not receive the signed Contract and all other required documentation from the recommended Respondent within 30 calendar days. The Contract terms may be amended at the sole discretion of the City at any time during the RCS process and/or prior to execution.
- 7.2. If the recommended Respondents are subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized to transact business in Arizona and be in good standing with the ACC at the time it signs the Contract.

### 8. GUARANTEE INSTRUMENTS

- 8.1. Insurance. Upon notification that Respondent is subject to award, the Respondent will have 10 business days to submit a complete certificate of insurance in the minimum amounts and coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.
- 8.2. Surety Bond. Upon notification that Respondent is subject to award, the Respondent will have 30 days to acquire and submit a surety bond to the City in the amount of \$20,000 as a Performance Guarantee. Security deposits and Letters of Credit are not preferred but may be considered.
  - 8.2.1 Prior to commencing any work pursuant to this Agreement, the Consultant must provide a performance bond and a labor and materials bond, each in an amount equal to the total costs to install the parking corrals/designated parking areas and any other agreed upon structures or infrastructure.
  - 8.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.
  - 8.2.3 The bonds shall be made payable and acceptable to the City of Phoenix.



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- 8.2.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- 8.2.5** Personal or individual bonds are not acceptable.
- 8.2.6** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Consultant shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 8.2.7** All bonds submitted for this Project shall be provided by a company which has been rated AM Best rating of “A- or better for the prior four quarters” by the A.M. Best Company.
- 8.3.** Adjustments to Performance Guarantee:  
City may increase the amount of the Performance Guarantee from time to time so that it is equal to or greater than six (6) months of MAG paid to the City then in effect. City may increase the amount of the Performance Guarantee by giving the Successful Respondent at least thirty (30) days prior notice of the amount of the increase. The amount of the Performance Guarantee may be increased for any reason the City deems appropriate, including (1) an increase of the Successful Respondent’s financial obligations under the Contract, (2) Successful Respondents failure to pay any MAG, Additional Payment, or any other amount when due, or (3) Successful Respondent’s financial condition changes to the extent that City is concerned about Successful Respondent’s ability to perform under the Contract. Successful Respondent shall pay to City the additional amount necessary to increase the Performance Guarantee upon notice from City.
- 8.4** Letter of Credit: If the Performance Guarantee is in the form of an irrevocable standby Letter of Credit (LOC), then the Successful Respondent shall use the City’s LOC form, attached hereto and marked Exhibit 5. The LOC shall be issued by either: (1) a financial institution with counters in the Phoenix metropolitan area at which the City may make draws on the LOC; or (2) a financial institution with headquarters in the United States on which City may make telefacsimile draws. Unless City receives a written extension of the LOC in a form acceptable to City at least sixty (60) days before the end of the term of the LOC, City, without notice to Successful Respondent, may draw upon the full amount of the LOC and retain all proceeds as a cash performance guarantee. Any changes to the LOC required provisions must be approved in advance by the Street Transportation Director.
- 8.5.** Duty to Restore: The Performance Guarantee insures the full and timely performance by Successful Respondent of all its obligations under the Contract and is security payment by Successful Respondent of all claims by City. City may draw on or make a claim against the Performance Guarantee if Successful



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Respondent breaches or fails to perform under the Contract. If City draws on or makes a claim against the Performance Guarantee, then Successful Respondent, upon demand from City, shall replenish the Performance Guarantee to its previous amount within thirty (30) days of City's draw or claim.

- 8.6. Return:** After the expiration or earlier termination of the Contract, City will return the Performance Guarantee to the Successful Respondent less any Fees, Additional Payment, or any other amount due to City.

### 9. PRE-PROPOSAL / PRE-OFFER / PRE-RESPONSE MEETING

Respondents are strongly encouraged to attend the Pre-Proposal meeting that will be held via Cisco WebEx at the date, time, and meeting link listed on page 1. To request a reasonable accommodation, please contact the Procurement Officer, no later than 7 calendar days prior to the date and time listed on page 1.

### 10. QUESTIONS AND ANSWERS (Q&A) PROCESS

- 10.1.** Respondents are strongly encouraged to read this RCS in its entirety, including all attachments, exhibits and appendices. Failure to read and/or understand any portion of this RCS shall not be cause for waiver of any portion of the RCS or subsequent Contract.
- 10.2.** If Respondents discover any mistakes, improprieties, or defects, they should submit a report of any mistakes, improprieties or defects in writing to the Procurement Officer listed on page 1, no later than the question deadline.
- 10.3.** Respondents and their Partners or Joint Ventures, as defined in Section I (3) - Definitions, are encouraged to submit questions as a team rather than individually to avoid submitting repetitive questions, which will allow Street Transportation to answer all questions more efficiently.
- 10.4.** All questions about this RCS, including the draft contract, exhibits, or any other related documents, must be submitted in writing no later than the question deadline listed on page 1 to [dana.garr@phoenix.gov](mailto:dana.garr@phoenix.gov). All written questions will be responded to in writing and available at: <https://solicitations.phoenix.gov/Solicitations/Details/1326>.

### 11. ADDENDUM TO RCS

- 11.1.** Street Transportation may amend this RCS before or after the solicitation deadline listed on page 1. Changes to this RCS will be in writing as an addendum and posted at: <https://solicitations.phoenix.gov/Solicitations/Details/1326>. Respondents are responsible to check the website and review all updates and postings.
- 11.2.** Respondents may not rely on any statement by any City employee, consultant or official regarding this RCS unless the statement made is published as an addendum or confirmed in writing as part of the Q&A process.



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### 12. RESPONDENT EXCEPTIONS

The City will award based on a fair and competitive basis and will not accept any changes to the material provisions or requirements of this RCS or Contract. Respondents that take exception to, add to, or subtract from any material provision or requirement of this RCS may be considered as attempting to change the provisions or requirements of this RCS to gain an unfair advantage over other Respondents. Responses including such exceptions or changes, or that are conditional, are subject to rejection as non-responsive Responses. Non-material exceptions or changes will only be considered if approved by the City during the Q&A process. No new exceptions or changes will be considered after the Q&A process.

### 13. RESPONSE LIMITATION TO THIS RCS

**13.1.** Respondents may submit only one (1) Response for this RCS. The following shall be deemed Multiple Responses:

- The City receives more than one (1) Response from a Respondent.
- The City receives one (1) Response from a Respondent and one (1) or more Responses from any entity or person affiliated with the Respondent.

**13.2.** If Multiple Responses for this RCS are received from a Respondent, all Responses from that Respondent shall be deemed non-responsive and rejected.

**13.3.** Respondent and an entity or person affiliated with the Respondent (Partner) include:

- A parent and its subsidiary.
- A holding company and its constituent company.
- Constituent companies of a single common holding company.
- Subsidiaries of a common parent.
- A limited liability company and a member or manager of the limited liability company.
- Limited liability companies with common members or managers.
- A partnership and one of its partners, or multiple partners in a single partnership.
- A person or entity proposing as a joint venture partner or joint venture on separate Responses.
- A person or entity proposing as a prime or sole Respondent also proposing as a joint venture partner on a separate Response.
- Two or more Respondents where the president, vice president, officer (including chief operating officer, chief executive officer, and chief financial officer), agent, majority owner or stockholder, management employee, managing or controlling partner, or controlling owner of one Respondent is also the president, vice president, officer (including chief operating officer, chief executive officer, and chief financial officer), agent, majority owner or



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stockholder, management employee, managing partner, or controlling owner of any other Respondent.

- 13.4.** It is the intent of the City that this prohibition applies regardless of whether the affiliated person or entity submits a response independently or as a partner of a joint venture or other partnership.
- 13.5.** The prohibition on Multiple Responses does not preclude a person or entity from participating on more than one Response as a vendor or licensee or submitting a Response as a Respondent and participating as a licensee or vendor on a different Respondent's team.
- 13.6.** CONTINGENT RESPONSES WILL BE REJECTED



## SECTION II – SCOPE OVERVIEW

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### SCOPE OF WORK

#### 1. OBJECTIVE

- 1.1 Micromobility refers to any small, low-speed vehicle which can be fully or partially powered by an electric motor. E-scooters are one form of Micromobility currently offered in the City through the E-Scooter Pilot Program. The City will now move forward with a permanent program which will introduce more vehicle options and expand the operating area. Shared Micromobility, where individuals can rent a vehicle for short-term use, fills in a gap in the transportation ecosystem.
- 1.2 The City is seeking to contract with two to three (2-3) Operators to operate and maintain a Shared Micromobility Program for a term of three (3) years with the option of two additional years. The Successful Respondent(s) will operate a program that includes e-bikes and e-scooters. Respondents should also propose traditional pedal bikes and adaptive vehicles. The Program will be available within the prescribed area as approved by City Council (see **Exhibit 2**).
- 1.3 The Pilot Program operators will continue to operate until the Successful Respondents of this RCS have been contracted and are ready to launch their fleet. Upon execution of the new contracted program, the E-Scooter Pilot Program permits will be revoked.

#### 2. PROGRAM VISION & GOALS

- 2.1 The City aims to launch a Shared Micromobility Program which diversifies transportation options to further our goal of becoming a Connected Oasis. A more connected city ensures that all members of the community can enjoy thriving communities, improved health, and equitable access to opportunity.
- 2.2 The goals of the Shared Micromobility Program in Phoenix are to:
  - 2.2.1 Reduce single-occupancy vehicle use;
  - 2.2.2 Ensure the safety of pedestrians and Micromobility users;
  - 2.2.3 Improve air quality within the region;
  - 2.2.4 Increase access to a quality transportation system for historically underserved communities;
  - 2.2.5 Support public transit usage by providing “first-mile/last-mile” options for transit users and;
  - 2.2.6 Support the goals of Complete Streets by boosting demand for safe bike infrastructure.



## SECTION II – SCOPE OVERVIEW

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### 3. OVERVIEW

- 3.1 The Successful Respondents will provide and maintain at its own expense a first-class Micromobility program within the City of Phoenix. The program should provide a safe and comfortable experience with timely, attentive, and friendly service for riders. The City is expecting the Successful Respondent to be on the forefront of implementing new technology to enhance the End User's experience.
- 3.2 The Successful Respondent will be responsible for operation and maintenance of a Micromobility program and will enter into a contract with the City. A draft of the contract can be found in **Exhibit 1**.
- 3.3 The Successful Respondent will not use or permit use of licensed space(s) for any activity not expressly permitted in the contract, will sell only products or services specifically listed in the License, and will comply with **Exhibit 6 – Program Standards and Regulations**. Any variations to items listed must be approved in writing by the Street Transportation Director.

### 4. VEHICLES

- 4.1 The Successful Respondents shall provide a shared Micromobility fleet to operate within the prescribed boundaries (see **Exhibit 2**). Vehicles shall be state-of-the-art, reliable, and easy-to-use with comfort and safety features.
- 4.2 The Response should include proposed fleet size of each vehicle type to include e-scooters, e-bikes, traditional bikes, and adaptive vehicles.
  - 4.2.1 Only e-bikes defined as Class 1 under A.R.S. § 28-101 will be permitted in the Micromobility Program.
  - 4.2.2 Respondents are strongly encouraged to include both standing and seated options for e-scooters.
  - 4.2.3 Due to the ever-evolving nature of the industry, new vehicle options will be considered for inclusion in the program.
- 4.3 All devices must have an integrated locking mechanism which cannot be removed using simple tools and which securely holds the scooter upright when parked at a bike rack or other fixed object. A combination lock will not be considered an integrated locking mechanism.
- 4.4 Successful Respondents will be allowed to operate a fleet with a maximum of 1,500 vehicles per vendor to be deployed at any time.
  - 4.4.1 During the duration of the program, the fleet size may increase, or decrease based on demand.
  - 4.4.2 If, at launch, the maximum fleet size is not deployed, vendors must provide at least 500 vehicles.
- 4.5 Successful Respondents must communicate with the City concerning





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operating temperatures to better anticipate a reduction in service. An approach to seasonal demand and extreme heat events should be included.

- 4.6** If a Successful Respondent provides both e-scooters and bikes, at least 20% of the fleet must include a mix of e-bikes AND traditional bikes. Fleet size will be reviewed regularly to ensure the existing fleet size and ratio properly addresses overall demand.
- 4.7** All vehicles deployed within the downtown area shall be deployed to parking corrals and vehicles deployed outside of the downtown area shall be staged on sidewalks within the public right-of-way and must provide at least five feet of space for passage. Vehicles shall not be over-deployed or deployed in a way that over-concentrates the number of devices in an area.
- 4.8** The Successful Respondents are encouraged to integrate new features to improve safety. At a minimum, all vehicles must be equipped with the following required safety features:
  - 4.8.1** Working durable brakes (primary and secondary mechanisms)
  - 4.8.2** Headlights: lamp mounted on the front of the vehicle able to emit white light visible from a distance of at least 500 feet to the front during hours of low light
  - 4.8.3** Taillights: lamp mounted on the rear of the vehicle able to emit red light visible from a distance of at least 600 feet to the rear during hours of low light
  - 4.8.4** Speed governor: ability to limit the speed of e-scooters to 15 MPH and e-bikes to 20 MPH.
- 4.9** The Successful Respondents must provide technical descriptions of all vehicles in use. Additionally, the Successful Respondents must immediately notify the City if any vehicles have been recalled. If a vehicle type is recalled, all vehicles of that specific type must be immediately disabled and removed from the service area. Relaunch must be approved by the City.
- 4.10** The Successful Respondents shall integrate sustainability efforts into their operations. This includes (but not limited to) reducing the carbon footprint of deployment operations using swappable batteries or zero-emission transport vehicles or considering the complete life cycle of vehicles.

## 5. PARKING

- 5.1** The Successful Respondents shall abide by the following parking strategies to ensure vehicles do not block pedestrian path of travel, building entrances, driveways, bus stops, traffic lanes, ADA ramps, parking spaces and/or bike lanes.





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- 5.2** A designated parking system will be used within the downtown core boundary (see Exhibit 2). Users must be required to park vehicles within “parking corrals” and show proof of proper parking prior to ending their ride.
- 5.2.1** The Successful Respondents will be charged with installing and maintaining the parking corrals in the downtown core in accordance with Exhibit 7.
- 5.2.2** The total number of parking corrals will be divided evenly between the Successful Respondents. Each Successful Respondent will be assigned a number of parking corrals as determined by the City.
- 5.3** A lock-to parking system will be used outside of the downtown core. Users must be required to lock vehicles to a bicycle rack or other vertical street elements (signs) prior to ending their ride. This requirement does not extend to the Successful Respondents during rebalancing and redeployment operations.
- 5.3.1** As a part of each response, Respondents will indicate how many bike racks they will provide to support the lock-to requirement. The City recognizes that it must be strategic about the installation of public bike parking to ensure it is useful and accessible. Trip patterns and frequent destinations of End Users will be monitored for the first two to three months. Using a data-driven approach, public bike parking locations will be identified. Successful Respondents will be responsible for the installation of the bike racks in accordance with Exhibit 7.

### 6. GEOFENCING TECHNOLOGY

- 6.1** The Successful Respondents must use geofencing technology to enforce “no-ride” zones, “slow” zones, and parking requirements. The Successful Respondents will be required to implement new geofences within seven (7) days of written notice from the City.
- 6.2** The use of technology to detect illegal sidewalk riding is highly encouraged.
- 6.3** The Successful Respondents must institute no ride zones (see Exhibit 3) and “slow” zones to be identified by the city. In addition to the locations specified in Exhibit 3, all City parks will be considered no-ride zones. Vehicles must be programmed to reduce the speed to 10 MPH within “slow” zones.

### 7. MOBILE APPLICATION

- 7.1** The Successful Respondents shall maintain a website and a mobile application through the duration of the program. The mobile application



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must be available for phones operating iOS and Android operating systems at a minimum.

- 7.2 The application must inform the rider on how the system works, payment options and user fees, map of parking corrals and public bike parking, real-time availability of vehicles and contact information for customer service.
- 7.3 The Successful Respondents shall provide City with user agreements and waivers.
- 7.4 The Successful Respondent must accept at least three (3) major credit cards for any purchase. With mobile payment options such as Google Pay, Apple Pay and Samsung Pay, it will be important for the Successful Respondent to accommodate as many of these payment methods as possible so End Users can complete their transaction quickly and efficiently. Additionally, the Successful Respondents must provide payment options for people without access to a smartphone, credit card and/or a bank account.
- 7.5 The Successful Respondents shall provide educational features in their mobile application that inform users at sign-up and each time the application is opened of the following:
  - 7.5.1 Riders must follow local traffic laws
  - 7.5.2 Riding on sidewalks is prohibited
  - 7.5.3 Riders must be 18 years of age or older to operate a vehicle
  - 7.5.4 Encourage the use of a helmet
  - 7.5.5 Riders shall not operate vehicles while intoxicated
  - 7.5.6 Riders should inspect vehicles prior to operation
  - 7.5.7 Vehicles must be parked in authorized areas only
  - 7.5.8 Limit the vehicle speed to 10 MPH for e-scooters and 15 MPH for bikes/e-bikes for first-time riders.
- 7.6 The Successful Respondents is also encouraged to introduce features on application which deter unsafe riding and riding under the influence.
- 7.7 The Successful Respondents must attach educational stickers to the vehicles which will state the rules in Paragraph 7.5.

## 8. EQUITY ZONES

- 8.1 The City will require the Successful Respondent to deploy 30% of the total vehicle fleet within Equity Zones (see **Exhibit 4**). Successful Respondent



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must provide a plan for replenishing Equity Zones with vehicles in accordance with this requirement.

**8.1.1** Equity Zones are determined by the City and will be routinely evaluated by City to ensure efficiency of program.

### 9. STAFFING

- 9.1** The Successful Respondent must maintain a locally stationed staff to be available to implement the operations plan, manage day-to-day operations and coordinate with the City as needed. Additionally, the Successful Respondent must provide a staffing plan that includes plan to hire locally within the Phoenix metropolitan area. The Successful Respondent must comply with all federal, state, and local workplace safety and wage requirements.
- 9.2** Respondents must identify the proposed Government Relations Manager and Operations Manager assigned to Phoenix operations in their response. The Operations Manager should have experience in the management of Micromobility operations and be available during city business hours (8 a.m. to 5 p.m., Monday through Friday, except for major holidays). Respondent must identify a point of contact outside of regular business hours to communicate any challenges and/or emergencies.
- 9.3** The Successful Respondents will recruit, train, supervise, direct, and deploy the optimum number of employees to ensure staffing levels reflect the hourly and seasonal fluctuation of Micromobility activity.
- 9.4** Managers must be available on-site during business hours or easily reached by phone and a minimum of one employee must be available to respond to issues at all times during business hours.
- 9.5** The Successful Respondents shall maintain 24/7 hotline and provide an e-mail address for members of the public to submit complaints or ask questions.
- 9.6** The Successful Respondents must provide a deployment/parking operation plan for special events with an expected attendance of over 5,000 (e.g., parades, marathons, street events).

### 10. VEHICLE MAINTENANCE

- 10.1** The Successful Respondents shall be solely responsible for the maintenance and operation of vehicles at their own cost. The Successful Respondents will be responsible for recharging, rebalancing, removal of graffiti and trash from vehicle.



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- 10.2** The Successful Respondents shall provide maintenance plan to ensure vehicles are regularly cleaned, inspected, and serviced at least every thirty (30) days. Vehicle maintenance records must be retained and be made available to the City upon request.
- 10.3** The Successful Respondents must ensure that 95% of deployed vehicles are in working order. The City will routinely inspect vehicles to ensure good working order. Vehicles will be inspected in accordance with Section 5 of Exhibit 6.
  - 10.3.1** The Successful Respondents must each provide at least three (3) staff accounts to allow for audits of vehicles.
- 10.4** The Successful Respondents must provide a mechanism for users to report safety or maintenance concerns to the Successful Respondents. The Successful Respondents must be able to remotely lock unserviceable vehicles and promptly remove defective or damaged vehicles. Additionally, the Successful Respondents must recover vehicles irretrievable by the general public (e.g., canals or restricted areas). If the City must recover vehicles, the Successful Respondent will reimburse the City.
- 10.5** The Successful Respondents will provide for routine cleaning and sanitation of the vehicles.
- 10.6** The Successful Respondent must also maintain the facility in “opening day” condition throughout the term and any renewal or extension(s) of the Contract.

### 11. MARKETING AND COMMUNITY OUTREACH

- 11.1** The Successful Respondents will provide an outreach plan which aims to reduce cultural and language barriers and boosts ridership in historically underserved areas.
- 11.2** The Successful Respondents must hold education and awareness events with an emphasis on reaching historically underserved communities. The frequency will be mutually agreed upon.
- 11.3** All educational materials created and distributed by the Successful Respondents shall be available in English and Spanish (and other applicable languages).
- 11.4** The Successful Respondents shall provide a marketing plan with materials available in English and Spanish (or other applicable languages).
- 11.5** The Successful Respondents must obtain City permission for use of Logo or any reference to City in marketing materials.



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### 12. “AS IS” CONDITION AND CAPITAL INVESTMENTS

- 12.1 The coral space will be available to the Successful Respondent in an “as is” condition. Respondents are responsible for proposing designs and operations in compliance with all requirements in the Draft Contract (**Exhibit 1**) and the **Design Criteria and Examples (Exhibit 7)**.
- 12.2 All capital investments will be evaluated according to the value and appropriateness of improvements considering the requirements described in this RCS.
- 12.3 All spaces must be maintained in “opening day” condition throughout the term of the Contract. Spaces that are not maintained in “opening day” condition must be brought up to standard within 15 days’ notice from the City.
- 12.4 During the construction period, the Successful Respondent will be required to set up temporary facilities at the Successful Respondent’s cost to provide continuity of services. These temporary facility costs are separate from the initial capital investment requirement listed above. Any temporary facility must be approved in advance by the Street Transportation Department.

### 13. SERVICE DURING TRANSITION PERIOD

- 13.1 Upon notice of award the Successful Respondents will provide a timeline within thirty (30) days for the launch of their Micromobility fleet. The City and the Successful Respondents will agree to a launch date which must be no later than February 1st, 2023. The E-Scooter Pilot Program permittees will continue to operate up until the day prior to the new program launch when the permits will be revoked.

### 14. PROGRAM FINANCING EXAMPLES

There are several potential sources of revenue that the Successful Respondents can collect to offset capital and operating expenses. The Successful Respondents are expected to be self-sufficient in operating the Micromobility Program and will be responsible for raising the necessary funds to operate the system through title sponsorship, End User fees and/or ancillary revenue.

- 14.1 **Title Sponsorship:** The City will allow the Successful Respondents to solicit and procure a title sponsor, approved by the City. Revenue will be used to assist in funding operations, maintenance, and expansion of parking infrastructure within the Program boundaries. The selected title sponsor must be approved by City Council. The City has the right to refuse a company or organization if they are incongruent with City values.



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- 14.2** End User Fees: The Successful Respondents will receive End User fees from usage and subscription fees.
- 14.3** Ancillary Revenue: The Successful Respondents may also pursue ancillary revenue from the sale of advertising on docking stations and vehicles.

### 15. MINIMUM ANNUAL GUARANTEE (MAG)

The Respondents shall propose a MAG to be paid to the City on an annual basis. The MAG will be in lieu of an annual operating fee and trip surcharge fee. The amount should consider the total package of the Respondent's offer including the offering of traditional pedal bicycles, bicycle parking and equity programs (free ride passes).

### 16. REPORTS

#### 16.1. Monthly Reports

Monthly reports will be due within 15 days following the expiration of each month. The Successful Respondent shall submit a report detailing the following:

##### 16.1.1. Revenue Report

A monthly revenue report will be due within 15 days after the close of each month. The report must include a detailed statement of gross sales and any deductions from gross sales for the preceding month. The monthly report must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and certified by a responsible financial officer of the Successful Respondent and must be submitted in a format approved by the City.

##### 16.1.2. Ridership Report

The report shall at a minimum include:

- 16.1.2.1. Total trips;
- 16.1.2.2. Trips by vehicle type;
- 16.1.2.3. Average distance;
- 16.1.2.4. Average duration;
- 16.1.2.5. Collision/crash data involving Micromobility vehicles;
- 16.1.2.6. Number of vehicles in service per month;
- 16.1.2.7. Number of vehicles lost/stolen;
- 16.1.2.8. Number of calls received from riders, subscribers, the City or public-at-large;
- 16.1.2.9. Heat maps displaying high-traffic routes, origins, and destinations;
- 16.1.2.10. Parking compliance, and;
- 16.1.2.11. Equity zone distribution compliance.



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### 16.2. Quarterly Reports

Quarterly reports will be due within 30 days following the expiration of each calendar quarter. During the Term, the Successful Respondent shall submit a report detailing the following:

#### 16.2.1. Rider Feedback/Survey Report

The report shall include at a minimum:

16.2.1.1. Total responses collected;

16.2.1.2. Response rate (number of responses collected/number of riders offered survey);

16.2.1.3. Rider satisfaction;

16.2.1.4. Trip purposes reported by rider, and;

16.2.1.5. Additional comments from riders.

#### 16.2.2. Equity Programs

The report shall include at a minimum:

16.2.2.1. Number of free rides provided;

16.2.2.2. Total number of new riders;

16.2.2.3. Number of new subscribers to reduced rate;

16.2.2.4. Number of new subscribers to monthly rate;

16.2.2.5. Number of community outreach events, and;

16.2.2.6. Number of new riders using adaptive vehicles.

### 16.3. Annual Statement of Gross Revenues

Within sixty (60) days of the close of each Term Year, Consultant shall provide the City with a statement of Gross Revenues for the Term Year just ended. The report shall be certified and signed by an authorized officer of Consultant, or a certified public accountant engaged by Consultant. In the event the reconciliation indicates an adjustment in the payments due to the City is required, any such adjustment (and payments) shall be made within ten (10) days of the submittal of the report. If any funds are due by the City to Consultant, that amount shall be deducted from the next payment due to the City.

### 16.4. Revenues And Payments Due To City

Under this Contract, from and after the date on which a Micromobility fleet is deployed and operational through the end of the Term, the Successful Respondent will pay to the City the Revenue Share in accordance with the terms set forth below and on the attached **Exhibit 14**, which is incorporated herein.

16.4.1. Minimum Annual Guarantee With respect to the Micromobility fleets deployed and operational during the Term, the Successful Respondents shall pay to the City during each Term Year a MAG applicable to such Term Year for a Micromobility fleet that has





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been deployed and is operational and the Percentage Guaranty (the “Revenue Share”).

**16.4.1.1.** The “Term Year” shall mean each successive period of 12 full calendar months during the Term, with the first Term Year commencing on the Effective Date and ending on the later of (a) the date on which a Micromobility fleet is deployed and operational and (b) the date that is 12 full calendar months following the Effective Date.

**16.4.1.2.** MAG payments for any partial months during the Term shall be prorated based on the number of days the Micromobility fleet was deployed during such partial month bears to the total number of days in such month.

In the event the program area is expanded; the fleet cap may be reestablished upon the mutual agreement of the parties.

**16.4.2.** The Successful Respondents shall pay the quarterly MAG payments due and payable hereunder, on or before the first day of each calendar quarter during the Term. For the avoidance of doubt, the MAG due and payable hereunder shall only be payable for Micromobility fleets following the date on which the Micromobility fleet is deployed and operational.

**16.4.3.** Annually, the Successful Respondents shall provide the City with statements of Gross Revenues for each Term Year within 30 days after the conclusion of such Term Year.

The Successful Respondents shall submit MAG payments to:

City of Phoenix Street Transportation Department  
Attention: Fiscal Section  
200 W Washington St, 5th Floor  
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**16.4.4.** Late Payments

Without waiving any other right or action available to the City in the event of default in payment of the Revenue Share, late payments are subject to delinquent fees as defined in Section 4-7 of the Phoenix City Code, currently eighteen percent (18%) per annum and as may be amended, beginning on the date that is five days following the date the Revenue Share payments were due as set forth in this Contract.

**16.5. Data Reporting Requirements**

The City will require the Successful Respondents to provide real-time and historical information for its entire fleet through an agency web-based





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application programming interface (API). Successful Respondents is directly responsible for providing the API key to the City and shall not refer the City to another subsidiary or parent company representative for API access. The API shall deliver data according to the most current specifications, in a manner that protects individual End User privacy.

**16.5.1.** The Successful Respondents shall provide a publicly accessible API that meets the requirements of the GBFS (<https://github.com/NABSA/gbfs>). Successful Respondents may not change the API URL without notifying the City with at least 30 days' notice. Successful Respondents is required to make the API endpoint available for public consumption. This public feed is intended to be separate from that required in the preceding paragraph.

**16.5.2.** The City is permitted to use all data the Successful Respondents provides in accordance with the required data specification including, but not limited to, displaying real-time data and real-time vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.

### **16.6. Additional Reporting Requirements**

**16.6.1.** The Successful Respondents must report any collisions or incidents involving Micromobility vehicles to the City.

**16.6.2.** The Successful Respondents must provide the City notice of changes to the End User Fee Schedule. Written notice must be given no less than 10 business days prior to the implemented change.

**16.6.3.** The Successful Respondents must provide the City notice of a change in vehicle offerings. Written notice must be given no less than 30 days prior to the removal or addition of a vehicle type.

### **17. END USER DATA AND SECURITY**

**17.1.** The Successful Respondent should consider the security of End User data, including credit card numbers, phone numbers, and any other identifying information, and have methods in place to ensure that End User data is adequately protected.

**17.2.** The Successful Respondent should submit proof of Payment Card Industry Data Security Standard (PCI DSS) Certification with the response. The PCI DSS Certification will ensure that the Successful Respondent has all required measures in place to secure customer credit card payments.

**17.3.** The Successful Respondents shall implement and submit a privacy policy that safeguards End Users' personal, financial and travel information.

**17.4.** Raw data supplied by the Successful Respondents shall be kept confidentially between the City or its proxy and the Successful Respondents



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to the extent permitted by law. Although, summaries, program utilization data and trend data may be made public. End Users' personally identifiable information collected by the Successful Respondents, shall not be transmitted to, processed, or stored at a destination outside of the United States.

- 17.5. The Successful Respondents shall not require End Users to grant location services to use the Successful Respondent's vehicles, while the application is not in use. All other private data belonging to the End User, including but not limited to contacts, photos, and files, shall not be required to be shared in order to use Successful Respondents' Vehicle.
- 17.6. The Successful Respondents shall not require End Users to share their private data with third parties in order to use the Successful Respondents' Vehicle. The Successful Respondents may allow End Users to opt-in (not opt-out) to providing access to their contacts, photos, files, other private data and 3rd-party data sharing only with clear notice to the End User.
- 17.7. The Successful Respondents shall provide the City with updates to its terms of service; including but not limited to the Privacy Policy, terms and conditions of use, and the End User License Agreement (EULA) published on Successful Respondents' website and mobile application and agrees to provide all End Users and the City any changes to the terms of service immediately upon adoption.

### 18. HOURS OF OPERATION

The Successful Respondents will be restricted to hours of operation as approved by the Street Transportation Director. Micromobility vehicles operational hours will be from 5 a.m. to 11:59 p.m. daily. Vehicles may remain in the public right-of-way from 12 p.m. to 4:59 a.m., however, the Vehicles must be non-operational. Hours of operation are subject to change at the sole discretion of the Street Transportation Department.



## SECTION III – EVALUATION CRITERIA AND RESPONSE INSTRUCTIONS

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### 1. EVALUATION CRITERIA AND RESPONSE INSTRUCTIONS

#### 1.1. EVALUATION CRITERIA

All responsive and responsible offers will be evaluated based on the following criteria. The criteria will be evaluated for the Respondent and all Partners of the Respondent, if any. The sub-criteria listed will be considered by the evaluation panel(s), but are neither individually weighted, nor listed in order of importance. This is a best-value-to-the-City-procurement.

EVALUATION CRITERIA	POINTS
<p><b>Method of Approach</b></p> <ul style="list-style-type: none"> <li>o Does the Respondent offer a diverse and state-of-the-art Micromobility fleet (with descriptions of each vehicle type)? Do all vehicles have the required safety features in <b>Paragraph 4.8</b> of the <b>Section II</b>?</li> <li>o Does the Respondent propose technological features, including but not limited to geofencing technology, to enforce parking requirements, no-ride zones, and slow zones?</li> <li>o Does the Respondent exceed by using innovative technology enhance safety for both riders and non-riders? This can include, but not limited to, sidewalk riding detection, double riding detection, and tools to prevent riding while intoxicated.</li> <li>o Does the Respondent provide an easy-to-use mobile application which effectively verifies user age and manages safe transactions?</li> <li>o Does the Respondent’s plan demonstrate the capability to operate a program and respond to changing demands such as peak demand and special events (e.g. Super Bowl, music festivals, conferences with more than 5,000 attendees)?</li> <li>o Does the Respondent consider sustainability it is day-to-day operations and vehicle design?</li> <li>o Does the Respondent’s strategy demonstrate the ability to effectively enforce parking? Does the Respondent present a plan to proactively identify and relocate improperly parked vehicles?</li> <li>o Does the Respondent’s maintenance plan effectively demonstrate how they will ensure a clean, operational, and safe fleet?</li> <li>o Does the Respondent provide a plan for the proper removal, handling, recycling or disposal of electronic waste and batteries?</li> <li>o Does the Respondent’s approach to customer service ensure that they will effectively address inquiries and complaints from riders and non-riders in a timely manner?</li> </ul>	<p><b>400</b></p>



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<p><b>Program Financing</b></p> <ul style="list-style-type: none"> <li>o Does the Respondent propose a Minimum Annual Guarantee (MAG) payment to the City which sufficiently covers the cost of administering the program? Do they provide additional funding to support city goals?</li> <li>o Does the Respondent provide an End User Fee Schedule which includes, but not limited to, standard and reduced pricing?</li> <li>o Does the Respondent offer additional bicycle parking infrastructure within the program boundaries to support the lock-to requirement?</li> </ul>	<p><b>200</b></p>
<p><b>Company’s Experience, Operations Team, and Staffing</b></p> <ul style="list-style-type: none"> <li>o Does the Respondent present a management plan with clear structure and sufficient staffing to operate a successful program?</li> <li>o The City has a preference for Respondents with its own employees as opposed to individual contractors. Does the Respondent conduct day-to-day operations with its own employees?</li> <li>o Does the Respondent provide business references which demonstrate the ability to perform in a similar market and context?</li> <li>o Does the Respondent demonstrate a history of compliance with vehicle parking, vehicle maintenance and rider safety in other markets? Has the Respondent discontinued services in another market due to non-compliance?</li> <li>o Does the Respondent demonstrate they have the financial capacity to operate through the term of the contract?</li> </ul>	<p><b>100</b></p>
<p><b>Equity</b></p> <ul style="list-style-type: none"> <li>o Does the Respondent provide a plan to ensure equitable distribution of vehicles across the program area? Does the plan address how they will ensure Equity Zones have the required number of vehicles?</li> <li>o Does the Respondent offer reduced rates or plans to remove barriers to shared Micromobility use for individuals living on low incomes?</li> <li>o Does the Respondent offer alternative payment options for individuals without a credit card, bank account and/or smartphone?</li> <li>o Does the Respondent present a plan to hire locally which reflects the socio-demographic diversity of the city and promotes workforce development?</li> <li>o Does the Respondent provide an effective strategy to reduce cultural and language barriers to using shared Micromobility?</li> <li>o Does the Respondent offer a range of adaptive vehicles and/or mobile application technology to support Micromobility use for people with disabilities?</li> </ul>	<p><b>100</b></p>



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<p><b>Marketing and Community Engagement</b></p> <ul style="list-style-type: none"> <li>o Does the Respondent provide an effective marketing approach to reach a diverse and inclusive audience? Do they demonstrate how they will identify underrepresented groups and broaden ridership?</li> <li>o Does the Respondent provide a community engagement plan that will effectively reach different parts of the Micromobility area and will raise awareness of low-income programs and promote safe riding?</li> <li>o Does the Respondent demonstrate how they effectively promoted equity programs in other markets?</li> <li>o Does the Respondent propose an annual rider survey which gathers the relevant data needed to effectively plan for Micromobility?</li> </ul>	<p><b>100</b></p>
<p><b>Data</b></p> <ul style="list-style-type: none"> <li>o Does the Respondent demonstrate the ability to handle End User personal data responsibly and securely?</li> <li>o Does the Respondent demonstrate the ability to share data with the City (or its designated third-party data aggregator) through a web-based application programming interface?</li> <li>o Does the Respondent provide a sample monthly report that, at a minimum, contains all the required data? Do they provide more data that can be helpful to the City?</li> </ul>	<p><b>100</b></p>
<p><b>Total Possible Points</b> <span style="float: right;"><b>1,000</b></span></p>	

**2. SUBMISSION OF OFFER – ELECTRONIC RESPONSE SUBMISSION ONLY**

**2.1.** Only electronic responses will be accepted for this solicitation. Please submit your Response via email to [dana.garr@phoenix.gov](mailto:dana.garr@phoenix.gov). The date and time on the email will provide proof of submission and verification if the Response was received on or prior to the due date and time specified. Respondents are responsible for submitting the response before the submittal deadline. Please identify the solicitation number i.e., STR RCS 23-2213 on the subject line of the email when submitting your Response.

**2.2.** Respondents may submit electronic signatures on documents that do not require a Notary Public. The City does not accept electronic signatures for notarized documents; these documents must be submitted in paper form (hard copy) with original or “wet-signatures” ahead of time or before the time of the Solicitation Deadline. Please ensure that electronically signed documents are submitted in separate pdf files.

**2.3.** It is the responsibility of the Respondent to ensure that the Response is submitted timely, including confirming that there are no technical reasons that any Response



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submitted electronically may be delayed.

- 2.4. Respondents will be allowed to submit an electronic test submission. Please send electronic test submissions to [dana.garr@phoenix.gov](mailto:dana.garr@phoenix.gov) and specify in the title that the submission is only a test. The City will acknowledge receipt of the test submission but will not be responsible for providing any additional information related to the Respondent's test submission. A test submission will not be counted as a final submittal. The actual Response must be submitted before the solicitation deadline. Successful electronic test submission is not a guarantee that electronic final submission of the Response will also be successful, and the City will not be responsible for any technical issues that may occur with the electronic final submission. **The Respondent is responsible for ensuring its Response is received prior to the solicitation deadline date and time.**
3. Responses should include all the following and must be organized using the Tab numbers listed below:
  - 3.1. **Tab 1 – Introduction**
    - 3.1.1. Cover Letter (1-page limit) – Respondent must include the following: the name of the company (and parent company if applicable), the name of the person(s) authorized to represent the Firm in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, mailing or street addresses, phone numbers, website addresses and e-mail addresses. Also, clearly indicate who will be the *single point-of-contact* and provide their phone number and e-mail address.
    - 3.1.2. Table of Contents for entire Response with page numbers included.
    - 3.1.3. Notarized Affidavit (**Exhibit 8**)
    - 3.1.4. Conflict of Interest and Solicitation Transparency Disclosure Form (**Exhibit 9**).
    - 3.1.5. Bank's Letter of Commitment - Respondent must provide a letter from its bank communicating the bank's commitment to provide the Respondent, if successful, with a Letter of Credit, as those terms are defined in **Paragraph 8.4 of Section I**, in an amount equal to six (6) months' MAG.
    - 3.1.6. Evidence of ability to obtain required insurance coverages, such as a commitment letter from an underwriter or a current certificate of insurance showing comparable insurance limits, confirming that the Respondent is insurable for the required coverages at the required limits as defined in **Exhibit 12**. The City reserves the sole right to determine if the Respondent will meet the required insurance limits as defined in this solicitation.





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### 3.2. Tab 2 – Method Of Approach (Evaluation Criteria Item 1 – 400 Points)

3.2.1. Vehicles and Technology: Respondents are asked to prepare a description of the vehicles in their fleet and technological capabilities including:

- Describe each vehicle type that will operate in the Program. Respondent should also note if they intend to transition to a new vehicle during the Contract term. The description of each vehicle must highlight the required safety features.
- Describe how the proposed technology will meet the criteria outlined in the Scope of Work including the use of geofencing technology or other technology to enforce program regulations.
- Describe their proposed method for users to pay for and retrieve vehicles. The Respondent is expected to offer options for individuals without access to a credit card, bank account, and/or smartphone access.
- Describe how the Respondent will promote safe riding and compliance with local traffic regulations.
- Describe how the Respondent will deter intoxicated individuals from using shared Micromobility.
- Describe how the Respondent will address improperly parked vehicles or knocked over vehicles which presents a safety hazard to non-riders.

3.2.2. Operating Plan: Respondents are asked to prepare a concise Operating Plan that indicates their approach to performing the Scope of Work. The Operating Plan should include the following components:

- A transition plan to seamlessly move from the E-Scooter Pilot Program to the initial deployment
- Describe how the Respondent intends to plan, coordinate and staff for special events (e.g., Superbowl events, music festivals or large conferences with over 5,000 attendees)
- Describe how the Respondent intends to meet demand at high-traffic shared Micromobility locations and how they intend to meet rebalancing needs, including:
  - Describe the scale of the rebalancing operation in terms of staff, Vehicles, and peak hours of operation.
  - Describe any alternative strategies the Respondent plans to implement to reduce capacity issues at peak hour.
- Describe how the Respondent will ensure bicycle requirement is met.
- Describe how the Respondent considers sustainability in its day-to-day operations and vehicle design.

3.2.3. Parking Strategy: Respondents are asked to describe their strategy to



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ensure proper parking, including the following:

- Describe how the Respondent will ensure parking compliance from riders in the Designated Parking Zone.
- Describe how the Respondent will ensure parking compliance from riders in the Lock-to Zone including the use of preferred parking as to encourage the use of public bicycle racks.
- Describe the minimum frequency staff will proactively conduct sweeps to relocate improperly parked vehicles.

**3.2.4. Maintenance Plan:** Respondents are asked to prepare a concise Maintenance Plan which addresses the following:

- Describe minimum frequency that equipment, including vehicles, will be inspected by program staff.
- Describe minimum frequency program staff will conduct preventative maintenance on vehicles and equipment.
- Describe how Respondent plans to keep track of equipment and mitigate the risk of damage, loss, theft, and vandalism of vehicles.
- Outline the minimum number of full-time equivalent staff the Respondent will provide for maintenance and Vehicle inspections. How will the number of staff change as the system grows?
- Describe how the Respondent will ensure Vehicles and any associated infrastructure will be kept clean, including free of debris, trash, leaves, litter, and graffiti.
- Describe how the Respondent's process for the removal, handling, recycling or disposal of electronic waste and batteries.

**3.2.5. Customer Service:** Describe how the Respondent will approach customer service with both riders and non-riders including:

- Staffing strategy to ensure availability of customer service representatives 24/7.
- The various lines of communication available beyond phone and e-mail.

### **3.3. Tab 3 – Program Financing (Evaluation Criteria Item 2 – 200 Points)**

**3.3.1.** Propose a Minimum Annual Guarantee (MAG) payment to the City. The intention is for the program to be cost-neutral to the City. A MAG should, at a minimum, cover the cost of administering the program including staff time data management platform costs.

**3.3.2.** Provide an End User Fee Schedule which may include, but not limited to, standard pricing, reduced prices for people living on low incomes, or monthly plans.





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- 3.3.3. Propose a bicycle rack procurement plan to support the lock-to requirement. Successful Respondents will be responsible for procuring and installing bicycle racks upon approval from the City. If proposing, consider the cost of staffing etc.

### 3.4. Tab 4 – Company’s Experience and Operations Team (Evaluation Criteria Item 3 - 100 points)

- 3.4.1. Management Plan: The Respondent is asked to prepare a concise management plan that includes the following:

Company Organization: Provide an organization chart which shows the team structure and the reporting structure with the City. List the total number of employees employed by Respondent, identifying number of part-time and full-time employees. The Respondent should clearly indicate points-of-contact between City staff and the Respondent’s team.

- 3.4.2. Previous Experience: Description of the Respondents’ (and subcontractors if applicable) experience operating shared Micromobility systems, including:

- Business References (**Exhibit 11**) for all clients where Respondent performed assignments similar in scope and nature to those listed in this RCS.
- Discontinuation of Services: For any shared Micromobility programs no longer operated by Respondent, please clarify the reason for the discontinuation of services or closure of the system.

- 3.4.3. Summary of Qualifications: The Respondent should provide a concise statement describing experience as an operator in the following areas:

- Technical experience successfully operating large urban shared Micromobility programs.
- Experience with shared Micromobility program marketing and community engagement, including experience with targeted marketing to groups underrepresented among shared Micromobility users.
- Experience sustainably funding shared Micromobility operations, including details on past financing strategies and outcomes.
- Experience that demonstrates stable and sustained operation of shared Micromobility equipment, notably (if applicable) equipment proposed by the Respondent in this Proposal.
- Previous experience integrating shared Micromobility with transit.

### 3.5. Tab 5 – Equity (Evaluation Criteria Item 4 – 100 Points)



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- 3.5.1. Equity is an important goal for the City. While the Respondent is free to redistribute Vehicles to meet varying demand by time of day, addressing peak demand should not come at the cost of neglecting certain neighborhoods. Describe how the Respondent plans to ensure an equitable quality of service across the program.
  - 3.5.2. Describe how the Respondent will reduce barriers to using shared Micromobility for low-income users.
  - 3.5.3. Describe how the Respondent plans enact an employee hiring plan with a goal of a workforce that reflects the socio-demographic diversity of Phoenix and promote workforce development as part of its hiring and training strategy.
  - 3.5.4. Describe how the Respondent will reduce cultural and language barriers to using shared Micromobility in historically underserved communities.
  - 3.5.5. Describe how the Respondent will engage with individuals in the disability community to offer adaptive vehicles such as, but not limited to, adult tricycles, motorized wheelchair attachments, and handcycles.
- 3.6. Tab 6 – Marketing And Community Engagement (Evaluation Criteria Item 5 – 100 Points)**
- 3.6.1. Marketing Plan: Describe the Respondent’s approach to marketing including the following:
    - Describe how the Respondent intends to reach a diverse and inclusive audience.
    - Describe how the Respondent will identify underrepresented groups within their ridership and make efforts to broaden ridership.
  - 3.6.2. Community Engagement Plan: Describe the Respondent’s approach to community engagement including the following:
    - Describe the frequency the Respondent will conduct community outreach events at different areas within the Micromobility area. Events will be an opportunity for Respondents to demonstrate how to use the service, increase awareness of low-income programs, and promote rider safety.
    - Demonstrate the effectiveness of equity programs in other markets.
  - 3.6.3. Rider Survey: Survey data from riders will enable the Respondent and the City to further shape the program to reach mutual goals. To do this, describe how the Respondent will conduct an annual survey to gather data on demographics, trip purposes, mode shift and other potentially beneficial data.
- 3.7. Tab 7 – Data (Evaluation Criteria Item 6– 100 Points)**
- 3.7.1. Describe how the Respondent will secure End Users information.





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available for public inspection until after the City has posted the award recommendation on the City's website.

- 8.2.** The City will post Respondent names on the City's website, <https://solicitations.phoenix.gov/Awards>, within five (5) calendar days of the response opening. Once the City has evaluated the Responses, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Respondents.



## SECTION IV – DETERMINATION OF RESPONSIVENESS, RESPONSIBILITY AND EVALUATION OF COMPETITIVENESS

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### 1. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY AND EVALUATION

#### 1.1. RESPONSIVENESS AND RESPONSIBILITY

1.1.1. Responses will be reviewed for responsiveness and responsibility, documentation of minimum qualifications, completeness, and adherence to RCS requirements.

1.1.2. The qualifications will be reviewed by the Procurement Officer or an evaluation panel in accordance with the criteria set forth in this RCS. If a Respondent's Response is deemed not Responsive or not Responsible or does not meet the minimum qualifications, then no additional opportunity to supplement the qualifications will be afforded to the Respondent.

**1.1.3. The City reserves the sole right to determine the sufficiency of qualifications and experience of all Respondents.**

#### 1.2. EVALUATION

1.2.1. Street Transportation will appoint evaluation panel(s) to evaluate all Responsive and Responsible Responses and recommend the Respondent(s) to be awarded the contract resulting from this RCS. The Street Transportation Director may accept the evaluation panel's recommendation and submit it to the Phoenix City Council for approval or may reject the recommendation. If only one Response is Responsive and Responsible to this RCS, then the Street Transportation Director shall have the discretion to determine whether the evaluation panel or staff will evaluate the Responsive and Responsible Response.

1.2.2. The evaluation panel may interview all Respondents or create a short-list of Respondents to interview. The same evaluation panel will be used for the short-list and the interview process. A short-list of Responses, when used, is a list of Responses identified by the evaluation panel, based on the evaluation criteria in this RCS, as those that have a substantial chance of resulting in a License award in comparison to all Responsive and Responsible Responses submitted. The evaluation panel may consider information from the interviews or demonstrations that clarifies the written Responses.

1.2.3. The evaluation panel will score the Responses by consensus based on the evaluation criteria. The City will retain the consensus scoring for each criterion for each Respondent. **The City does not retain individual panelists' scores.**

### 2. DISCUSSIONS

2.1. The Procurement Officer may hold Discussions, based on the evaluation



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panel's review, with Respondents submitting a Reasonably Susceptible Response. Discussions may be conducted orally but must be confirmed in writing. In conducting Discussions, the Procurement Officer may not disclose any information derived from Responses submitted by competing Respondents. The Procurement Officer may request Response revisions from all Respondents with whom discussions were held. The Procurement Officer will facilitate the evaluation of any revisions in the revised Responses resulting from the discussions.

### **3. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:**

**3.1** During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

### **4. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**

**4.1** The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

### **5. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**

**5.1** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

**5.2** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

**5.3** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation



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requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

- 5.4** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

### **6. BEST AND FINAL OFFERS (BAFO):**

- 6.1** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 6.2** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 6.3** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 6.4** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.





## SECTION V – GENERAL TERMS AND CONDITIONS OF THE REVENUE CONTRACT SOLICITATION (RCS)

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### GENERAL TERMS AND CONDITIONS OF THE RCS

#### A. SOLICITATION TRANSPARENCY POLICY

1. Commencing on the date and time a solicitation is published, potential or actual Respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer or their designee) at a public meeting, posted under Arizona Statutes, until the resulting Contract is awarded or all Responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, potential or actual Respondents may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

2. Potential or actual Respondents may discuss their Response or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice will identify the participants and the subject matter, as well as invite the public to participate.

3. With respect to the selection of the successful Respondent, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective or actual Respondents.

4. This policy is intended to create a level playing field for all Respondents, assure that contracts are awarded in public, and protect the integrity of the selection process. **RESPONDENTS THAT VIOLATE THIS POLICY WILL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Respondent may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

5. "To discuss" means any contact by the potential or actual Respondent, regardless of whether the City responds to the contact. Respondents that violate this policy will be disqualified until the resulting Contract is awarded, or all





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Responses are rejected, and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the Contract, as long as the City cancels with a statement that the City will rebid the solicitation.

6. With respect to the selection of the Successful Respondent, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.

**B. AWARD RECOMMENDATION**

All award recommendations will be posted on the following phoenix.gov website: <https://solicitations.phoenix.gov/Awards>

When the City posts the award recommendation, the procurement file for this RCS will be available upon request for review. The procurement file consists of the RCS, any addenda, advertising documents, Responses, evaluation process documents, Pre-Response meeting documents, Q&A, signed conflict of interest statements used in this process and confirmation of the RCS's posting to the phoenix.gov solicitation website.

**C. DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

1. All materials submitted by Respondents are the property of the City and become a matter of public record available for review pursuant to Arizona law. A Respondent may request specific information contained within its Response be treated by the Procurement Officer as confidential or proprietary (collectively confidential) provided the Respondent clearly labels the information "confidential". To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential.

2. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Respondent as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify a Respondent in writing of any request to view any portion of its offer marked "confidential." The Respondent will have fourteen (14) calendar days thereafter to (i) notify the Procurement Officer if Respondent does not object to such disclosure, or (ii) obtain and furnish a court order enjoining such disclosure. The time to obtain a court order may be extended at the Procurement Officer's sole discretion. If the Respondent does not provide the Procurement Officer with a court order enjoining relicensing of the information during the



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designated time period, the Procurement Officer will make the information requested available for inspection.

**D. CITY’S RESERVATION OF RIGHTS**

The City may:

- Accept or reject any or all Responses in whole or in part;
- Cancel this RCS in whole or in part;
- Negotiate any Response elements in a manner that does not create an unfair advantage for any Respondent;
- Reissue this RCS with or without modification;
- Waive any non-material defects in any Response or the procurement process; and
- Take any other legal action deemed to be in the City's best interest.

**E. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**

The City may disqualify a Response if the Respondent has a real or apparent conflict of interest disclosed in its Response or discovered from any other source. During the term of the License resulting from this RCS, the Successful Respondent's employees may not be involved in any other Street Transportation-related business, including as an employee, owner, subtenant and/or joint venture partners, or consultant, which presents a real or apparent conflict of interest. All determinations regarding conflicts of interest will be made at the sole discretion of the Street Transportation Director, whose decision is final and not subject to Section V(J).

**F. RESPONDENT INCURRED COSTS**

All costs incurred by the Respondent in connection with this RCS must be borne solely by the Respondent. Under no circumstances will the City be responsible for any costs associated with the Respondent’s Response or the RCS process.

**G. CITY’S SOLE DETERMINATION OF RESPONSIVENESS AND  
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Responses will be reviewed for documentation of minimum qualifications, completeness, and compliance with the RCS requirements. The City reserves the sole right to determine responsiveness and responsibility, which includes the City’s determination of the Respondent’s integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The City’s determination as to whether a Respondent is responsible will be based on the information furnished by the Respondent, interviews (if any), and any other sources the City deems appropriate. Award of the License resulting from this RCS will not be made until such investigations, which each Respondent agrees to permit by submitting its Response, are made by the City as it deems necessary.



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**H. RESPONDENT CERTIFICATION AND AFFIDAVIT**

By submission of a Response, each Respondent certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a Contract to any employee, official or current contracting consultant of the City. Any Respondent that is unable to comply with any required certifications may be disqualified.

In compliance with Arizona Revised Statutes §§ 1-501 and 1-502(D), the City will require any Successful Respondent that submits its Response as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence posted at:

<https://www.phoenix.gov/Documents/lawfulpresence.pdf> prior to the award of any License resulting from this RCS process.

**I. PROTEST POLICY**

1. Conditions for Protest:

a. An aggrieved party may protest the contents of the RCS up to seven (7) calendar days before the solicitation deadline listed on page 1 when the protest is based on alleged mistakes, improprieties, or defects. If an aggrieved party submits a protest based on alleged mistakes, improprieties, or defects, they must also submit a Response by the solicitation deadline listed on page 1 if they want to be considered for award of the Contract. Any potential Respondent should identify any alleged mistakes, improprieties or defects through the Q&A process in Section I (L).

b. Respondents may protest an adverse determination issued by the Procurement Officer regarding whether the Respondent is responsible, or its Response is responsive within seven (7) calendar days of the date the Respondent was notified of the adverse determination.

c. Respondents may protest an award recommendation within seven (7) calendar days of its posting at: <https://solicitations.phoenix.gov/awards>

If the Respondent can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The date the Award Recommendation Notice is posted will initiate the seven (7) day Protest Period. That is, the date the Notice is posted will be day zero (0), with the following day counted as day one (1) and so forth through Close of Business (5:00 PM local Phoenix time) on calendar day seven (7).

2. Submitting a Protest

a. Protests received after the protest due dates set forth in this RCS will not be considered, except for Good Cause.



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- b. In the event the aggrieved party submits a public records request after receiving the applicable notice but prior to the deadline to file a protest, the Procurement Officer will extend the deadline one day for every day between the day the City receives the public records request and the day the public records are produced, the request is otherwise addressed by the City, or a court of competent jurisdiction enjoins disclosure of the requested records.
- c. To be considered, all protests must be submitted in writing and must include:
- RCS number and title;
  - Name, address, telephone number, and email address of the protester;
  - Detailed statement of the legal or factual basis of the protest including any copies of relevant documents;
  - The relief requested;
  - Signature of the protester or its authorized representative;
  - A Respondent protesting an award recommendation will also establish in its protest that it had a substantial chance of being awarded the Contract and will be harmed by the recommended award.
- d. The Procurement Officer for the solicitation has the authority to review, decide and settle protests.
- e. Deadlines in the solicitation are not required to be postponed solely on the basis of receiving a solicitation protest. Only upon written notice from the Procurement Officer will a solicitation deadline be postponed, at the City's sole discretion.
- f. The Procurement Officer will issue a protest decision in writing within a reasonable period of time stating the reason for the protest decision and advising the aggrieved party or respondent of its right to appeal in accordance with Phoenix City Code.
- g. The Procurement Officer will not review any supplements or amendments to a Respondent's original protest, or any additional protests submitted by the same Respondent. The Procurement Officer will provide the recommended Respondent copies of award recommendation protest(s) and the City's written decision by fax or email and regular mail with return receipts requested for all methods of delivery.

**J. LEGAL WORKER REQUIREMENTS**



**SECTION V – GENERAL TERMS AND  
CONDITIONS OF THE REVENUE CONTRACT  
SOLICITATION (RCS)**

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The City is prohibited by A.R.S. § 41-4401 from awarding a Contract to any RESPONDENT who fails, or whose subcontractors fail, to comply with A.R.S. § 23 214(A). Therefore, RESPONDENT agrees that:

1. RESPONDENT and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
2. A breach of warranty under paragraph 1 will be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.
3. The City retains the legal right to inspect the papers of the RESPONDENT or subcontractor employee(s) who work(s) on the resulting License to ensure that RESPONDENT or subcontractor is complying with the warranty under paragraph 1.

**K. POST-AWARD GENERAL REQUIREMENTS**

**Subcontracting Commitment**. Promptly after License award, the Successful Respondent shall submit to City copies of all executed contracts, purchase orders, contracts, sublicenses, JV agreements, and other arrangements formalizing agreements between Successful Respondent and any Small Businesses.

The Successful Respondent shall not reduce the amount, alter the scope of work, or terminate the Subcontractor without the Compliance Specialist's prior written approval. Any request to alter a Small Business Subcontract must be submitted in writing to the Equal Opportunity Department before any change is made. If the Successful Respondent fails to do so, the City may declare the Successful Respondent in breach of the License.



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**EXHIBIT 1**  
**SERVICES CONSULTING CONTRACT**  
**(ATTACHED NEXT PAGE)**



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**Services**

**Consulting Contract**

**AGREEMENT NO. \_\_\_\_\_**

**Procurement Officer**

**Department**

**Name**

**Address**

**Phone**

**Email**





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**SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF PHOENIX**

**INSERT LEGAL NAME OF CONTRACTOR HERE**

This **AGREEMENT** is made and entered into this Enter date of Enter month, Enter year, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and \_\_\_\_\_ (legal name of Contractor here, insert state of corporation and correct business name – Corporation, LLC, etc that you have confirmed on the Arizona Corporation Commission website), (hereinafter referred to as “Consultant or Contractor”).

**RECITALS**

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council (Ordinance Number and Agenda Number if applicable) Enter date.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

**1. TERM OF AGREEMENT:**

**1.1.** This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for Enter term.

**1.2.** This Agreement will terminate upon the earliest occurrence of any of the following:

**1.2.1.** reaching the end of the term exercised as set forth in 1.1;

**1.2.2.** completing the services set forth in the Scope of Work attached as *EXHIBIT A – SCOPE OF WORK* (the “Services”);



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1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or

1.2.4. termination pursuant to the provisions of this Agreement.

### 2. **SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:**

Contractor will provide services that will be in accordance with the Scope of Work as set forth in *EXHIBIT A – SCOPE OF WORK*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *EXHIBIT E*. Contractor will provide progress reports to the City according to a mutually agreed-upon schedule.

### 3. **INDEMNIFICATION & INSURANCE REQUIREMENTS - see Exhibit D**

### 4. **INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.**

4.1 The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.

4.2 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

### 5. **LEGAL WORKER REQUIREMENTS:**

5.1 The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:



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- Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

### 6. CONFIDENTIALITY AND DATA SECURITY:

- 6.1** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- 6.2** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 6.3** In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 6.4** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.



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**6.5** A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section will survive the termination of this Agreement.

### **7. CONTACTS WITH THIRD PARTIES:**

**7.1** Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

**7.2** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

### **8. SBE/ DBE UTILIZATION:**

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

### **9. AUDIT/RECORDS:**

**9.1** The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.

**9.2** If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.



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**10. COMPLIANCE WITH LAWS:**

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement

**11. AMENDMENTS:**

Whenever an addition, deletion or alteration to the Services described in *EXHIBIT A – SCOPE OF WORK* substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor’s risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

**12. NO ORAL ALTERATIONS:**

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

**13. NOTICES:**

**13.1** Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:



If to City:





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**13.2** Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

**13.3** Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

### **14. INTEGRATION:**

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

### **15. GOVERNING LAW; FORUM; VENUE:**

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

### **16. FISCAL YEAR CLAUSE:**

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

### **17. TERMINATION OR SUSPENSION OF SERVICES:**

#### **17.1 City's Right to Terminate:**

The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

- Discontinue advancing the work in progress, or such part that is described in the notice.



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- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

### 18. FINAL PAYMENT:

**18.1 PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

**18.2 TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

### 19. PROFESSIONAL COMPETENCY:

**19.1 QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

**19.2 LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily



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exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor’s work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

### 20. SPECIFIC PERFORMANCE:

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

### 21. FORCE MAJEURE:

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City’s possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).

### 22. DOCUMENTATION:

**22.1 DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

**22.2 FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

**22.3 DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.



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**22.4 SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

### **23. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:**

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

### **24. CONFLICTS OF INTEREST:**

**24.1** Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

**24.2** The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

**24.4** Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

**24.5** This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

### **25. PUBLIC RECORDS:**

**25.1.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents



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provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.

**25.2.** In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

**25.3.** In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

### **26. CLAIMS OR DEMANDS AGAINST THE CITY:**

**26.1** Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

**26.2** Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).



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### **27. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:**

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

### **28. CONTINUATION DURING DISPUTES:**

**28.1** Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

**28.2** Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

### **29. THIRD PARTY BENEFICIARY CLAUSE:**

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

### **30. LAWFUL PRESENCE REQUIREMENT:**

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

### **31. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:**

**31.1** In order to do business with the city, contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

**31.2** For a contractor with 35 employees or fewer: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair





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employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

- 31.3** For a contractor with more than 35 employees: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.





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**31.1. DOCUMENTATION:** Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

**31.2. MONITORING:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.



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**32. APPROVALS**

**IN WITNESS WHEREOF**, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

CITY OF PHOENIX, a municipal corporation  
Jeffrey Barton, City Manager

By: \_\_\_\_\_  
Name  
Title

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:  
Cris Meyer, City Attorney

By: \_\_\_\_\_  
Print name  
Assistant Chief Counsel

Use the Arizona Corporation Commission to ensure you have the correct business name, they are registered in Arizona and then pick the correct signature block below. Delete comments in red and contact Law if you have questions.

If your company is a corporation:

Name of company Corporation

a State corporation

By: \_\_\_\_\_

Name

Title, (President and CEO, etc.)



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If your company is a Limited Liability with Individual Members:

Name of company, LLC,

a State limited liability company

By: \_\_\_\_\_

Name

Member

By: \_\_\_\_\_

Name

Member

If your company is a Limited Liability with Individual Manager:

Name of company, LLC,

a State limited liability company

By: \_\_\_\_\_

Name

Manager

If your company is a Limited Liability with the Member or Manager is a Corporation:

Name of company, LLC,

a State limited liability company

Its Manager (Member)

By: \_\_\_\_\_



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Name

President

If your company is a Limited Liability with the Member or Manager is a General Partnership:

Name of company, LLC,

a State limited liability company

Its Manager (Member)

By: \_\_\_\_\_

Name

an Arizona general partnership,

Its Manager or Managing General Partner



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**EXHIBIT A to Contract**

**Revenue Contract Solicitation / Scope of Work Document**

To be inserted upon contract execution



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**EXHIBIT B to Contract  
Proposal and Best and Final Response**

To be inserted upon contract execution



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**EXHIBIT C to Contract**

**SHARED MICROMOBILITY PROGRAM RELEASE AGREEMENT**

**I. ASSUMPTION OF RISK, INDEMNIFICATION, AND RELEASE REQUIREMENTS**

All Applicants will be required to agree to the City’s assumption of Risk, Indemnification, and Release of Liability requirements set forth in Section 1 below.

Additionally, all Permittees will be required to include the Release and Assumption of Risk language in their agreements with their Riders, set forth in Section 2 below. This may be accomplished through an app, online, as part of a written rental agreement or other mechanism.

**SECTION 1**

**INDEMNIFICATION AGREEMENT FOR SHARED MICROMOBILITY PROGRAM OPERATORS**

**RECITALS**

WHEREAS [NAME OF OPERATOR], a Shared Micromobility Operator, (“Operator”) seeks to provide a Shared Micromobility System (“System”) in the City of Phoenix, Arizona; and

WHEREAS the City of Phoenix (“City”) has agreed to issue a Contract for a Shared Micromobility Program ; and

WHEREAS the Operator is uniquely positioned to understand and address risks and liabilities associated with the System and its users; and

WHEREAS the Operator understands that the System is potentially hazardous and that the Operator and its users may be exposed to dangers and hazards, including but not limited to the following: falls; fractures; concussions; dangerous weather; overexertion; overheating; injuries from a lack of fitness or conditioning; hyperthermia; hostile or aggressive pedestrians, bicyclists, scooterists, or vehicle drivers; death; equipment failures; losing control of or crashing the Micromobility vehicle; traffic; collisions with moving or parked vehicles, bicycles, scooters, or pedestrians; road and or trail hazards (such as sewer gratings, gravel, uneven or unlevel terrain, washouts and debris); failure





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to wear a helmet and or other protective equipment; and the negligence of others; and

WHEREAS as a consequence of the above risks and others not identified, the Operator and its users may be seriously hurt, disabled, or may die from the resulting injuries; and

WHEREAS the Operator and its users' property may be damaged as a result of the above risks;

NOW, THEREFORE, in consideration of the recitals stated above and in addition to the terms of the Contract for the Shared Micromobility Program, the Operator agrees to the special terms contained in this agreement:

### AGREEMENT

1. ASSUMPTION OF THE RISKS: Operator hereby freely and voluntarily assumes the risks for any harm, injury or loss that may occur to the Operator or its property or the Operator's users or the Operator's users' property as a result of the participation in the System – including, to the extent permitted by law, any injury or loss caused or alleged to be caused by the negligence of the City, its employees and officers, officials and agents and other System participants. Operator also understands that any equipment used, provided, or rented from the Operator, or any other provider, is done so at the Operator's own risk and that any such equipment is provided without any warranty from the City of Phoenix about its condition or suitability.

2. RELEASE OF LIABILITY: Operator hereby RELEASES the City of Phoenix, its employees and officers, officials and agents, the providers of any right-of-way, land owners, the State of Arizona and its departments, municipal or governmental providers of use permits, and their respective employees and officers, officials and agents (the "Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from injury, death, loss or harm that occurs to the Operator, its users, or any other person, or to any property related to the System. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability. This RELEASE does not extend to claims or any other liabilities that Arizona law does not permit to be excluded by agreement. Operator also agrees not to sue or make a claim against the Released Parties for death, injuries, loss, or harm, or damage to tangible or intangible property.

3. INDEMNIFICATION: Operator promises to INDEMNIFY, HOLD HARMLESS, AND DEFEND the City, its employees, agents, officials ("The City of Phoenix") from and



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against any and all alleged claims, actions, liabilities, damages, losses or expenses (including court costs, attorney's fees, costs of claim processing, investigation, and litigation) asserted against it for: violations of the Americans with Disabilities Act; bodily or personal injury including death; loss or damage to tangible or intangible property; or loss of business or economic loss caused or alleged to be caused in whole or in part, by anyone using or alleged to be using any and all shared Micromobility vehicles provided or maintained by Operator in connection with the System. To the extent permitted by law, Operator also promises to INDEMNIFY, HOLD HARMLESS AND DEFEND The City of Phoenix from and against any and all claims for its own negligence or alleged to be caused by its own negligence, and any other claim arising from its conduct related to the System. In accordance with these promises, Operator will reimburse the Released Parties for any judgments, damages, reasonable settlements, and defense costs, including attorney's fees, that the Released Parties may incur because of any such claims made against them. Operator agrees that the terms of the Permit, including the indemnifications obligation, will be binding on any of Operator's successors in interest who will be obligated to respect and enforce them.

4. **INDEPENDENT CONTRACTORS:** I acknowledge that the City has no control over and assumes no responsibility for the actions of the Operator or any independent contractors providing any services for the System.

5. **SEVERABILITY:** Operator agrees that the purpose of this agreement is that it shall be an enforceable ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY as broad and inclusive as permitted by law. Operator agrees that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. Operator also agrees that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. **APPLICABLE LAW AND FORUM:** This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. Operator agrees that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a state or federal court located in Maricopa County, Arizona, and Operator agrees to the jurisdiction and venue of those courts for any such dispute.

**OPERATOR HAS FULLY INFORMED ITSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS,**



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STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. OPERATOR UNDERSTANDS THIS IS A CONTRACT THAT AFFECTS LEGAL RIGHTS AND OPERATOR SIGNS IT VOLUNTARILY.

Signature of Operator: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 2  
RELEASE OF LIABILITY BY SHARED MICROMOBILITY USER**

**RECITALS**

WHEREAS I have chosen to participate in a Shared Micromobility System in Phoenix, Arizona (“System”) with [NAME OF OPERATOR] (“Operator”) during the City of Phoenix (“City”) program;

WHEREAS I understand that the Operator is uniquely positioned to understand and address risks and liabilities associated with the System and its users; and

WHEREAS I understand that the System is potentially hazardous and that I may be exposed to dangers and hazards, including but not limited to the following: falls; fractures; concussions; dangerous weather; overexertion; overheating; injuries from a lack of fitness or conditioning; hyperthermia; hostile or aggressive pedestrians, bicyclists, other scooter riders, or vehicle drivers; death; equipment failures; losing control of or crashing the Micromobility vehicle; traffic; collisions with moving or parked vehicles, bicycles, scooters, or pedestrians; road and or trail hazards (such as sewer gratings, gravel, uneven or unlevel terrain, washouts and debris); failure to wear a helmet and or other protective equipment; and the negligence of others; and

WHEREAS as a consequence of the above risks and others not identified, I may be seriously hurt, disabled, or may die from the resulting injuries; and

WHEREAS my property may be damaged as a result of the above risks;



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NOW, THEREFORE, in consideration of the above recitals and for permission to participate in the System, I agree to the terms contained in this agreement:

### AGREEMENT

1. **ASSUMPTION OF THE RISKS:** I hereby freely and voluntarily assume the risks of use including, but not limited to bodily injury, personal injury, including death, or loss or damage to tangible or intangible property, loss of business or economic loss, as well as other risks not listed, and any harm, injury or loss that may occur to me or my property as a result of my participation in the System, including any injury or loss caused or alleged to be caused by the City, its employees and officers, officials and agents and other System participants. I also understand that any equipment that I provide or rent from the Operator, or any other provider, I use at my own risk and that any such equipment is provided without any warranty from the City about its condition or suitability.

2. **RELEASE OF LIABILITY:** I hereby RELEASE the City, its employees and officers, officials and agents, the providers of any right of way (the “Released Parties”), FROM AND AGAINST ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from injury, death, loss, or harm that occurs to me or any other person or to any property related to the System. This RELEASE includes claims that are, or can be asserted, including, but not limited to, negligence, gross negligence, premises liability, products liability, breach of contract or any other legally recognized cause of action or theory of recovery. This RELEASE does not extend to claims or any other liabilities that Arizona law does not permit to be excluded by agreement. I also agree not to sue or make a claim against the Released Parties for death, injuries, loss, or harm that occur while engaging in the System or that are related in any way to use of the System.

3. **INDEPENDENT CONTRACTORS:** I acknowledge that the City has no control over and assumes no responsibility for the actions of any Operator or any independent contractors providing any services for the System.

4. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable ASSUMPTION OF RISK AND RELEASE OF LIABILITY as broad and inclusive as permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

5. **APPLICABLE LAW AND FORUM:** This agreement is governed by and shall be



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construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the System shall be brought only in a state or federal court located in Maricopa County, Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of user: \_\_\_\_\_

Name printed: \_\_\_\_\_

Date: \_\_\_\_\_

**All other insurance requirements are identified in Exhibit 12 and will be incorporated into the contract.**



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**EXHIBIT D To Contract  
CONSULTANT’S INSURANCE CERTIFICATE**

Consultant’s Insurance Certificate



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### EXHIBIT E to Contract

#### SUPPLEMENTAL TERMS AND CONDITIONS

##### 1. NON-ASSIGNABILITY:

This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement without the express written consent of the City. Any attempt to assign without such prior written consent shall be void.

##### 2. TITLE:

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement.

##### 3. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

###### 3.1 Contractor and Subcontractor Workers Background Screening:

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

3.1.1 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

**3.2 Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges. The current risk level and background screening required is **STANDARD RISK LEVEL**.

**3.3 Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

3.3.1 require a badge or key for access to City facilities; or

3.3.2 allow any access to sensitive, confidential records, personal identifying information or restricted City information; or

3.3.3 allow unescorted access to City facilities during normal and non-business hours.





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- 3.4 Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- 3.5 Contractor Certification; City Approval of Background Screening:**
- 3.5.1** Unless otherwise provided for in the Scope, Contractor will be responsible for:
- 3.5.1.1** determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
  - 3.5.1.2** for reviewing the results of the background check every five years; and,
  - 3.5.1.3** to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
  - 3.5.1.4** Submitting the list of qualified Contract Workers to the contracting department.
- 3.5.2** For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- 3.5.3** By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.
- 3.6 Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.
- 3.7 Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited



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to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

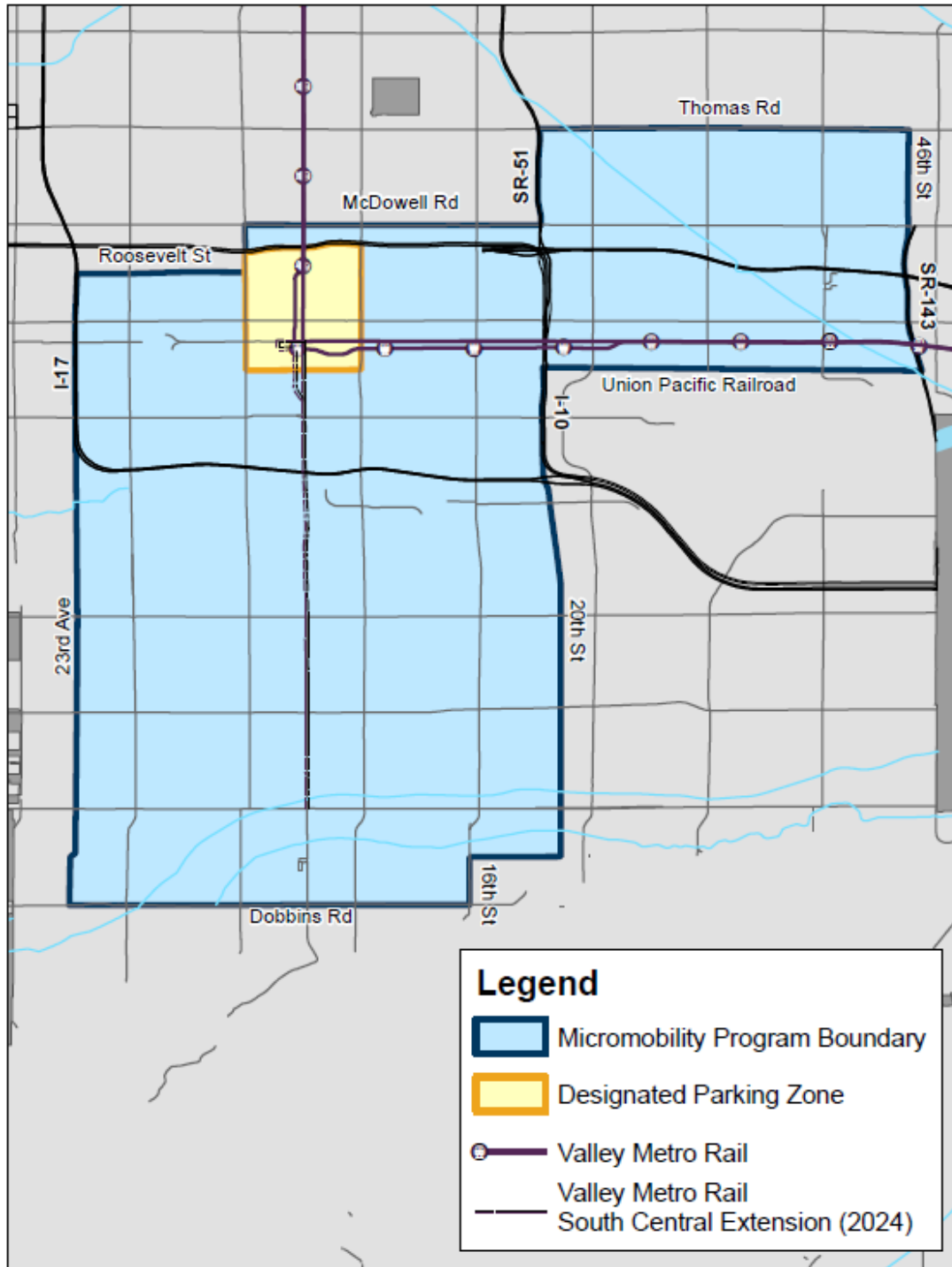
- 3.8 Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.



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## EXHIBIT 2 to RCS MICROMOBILITY PROGRAM BOUNDARIES / PREMISES



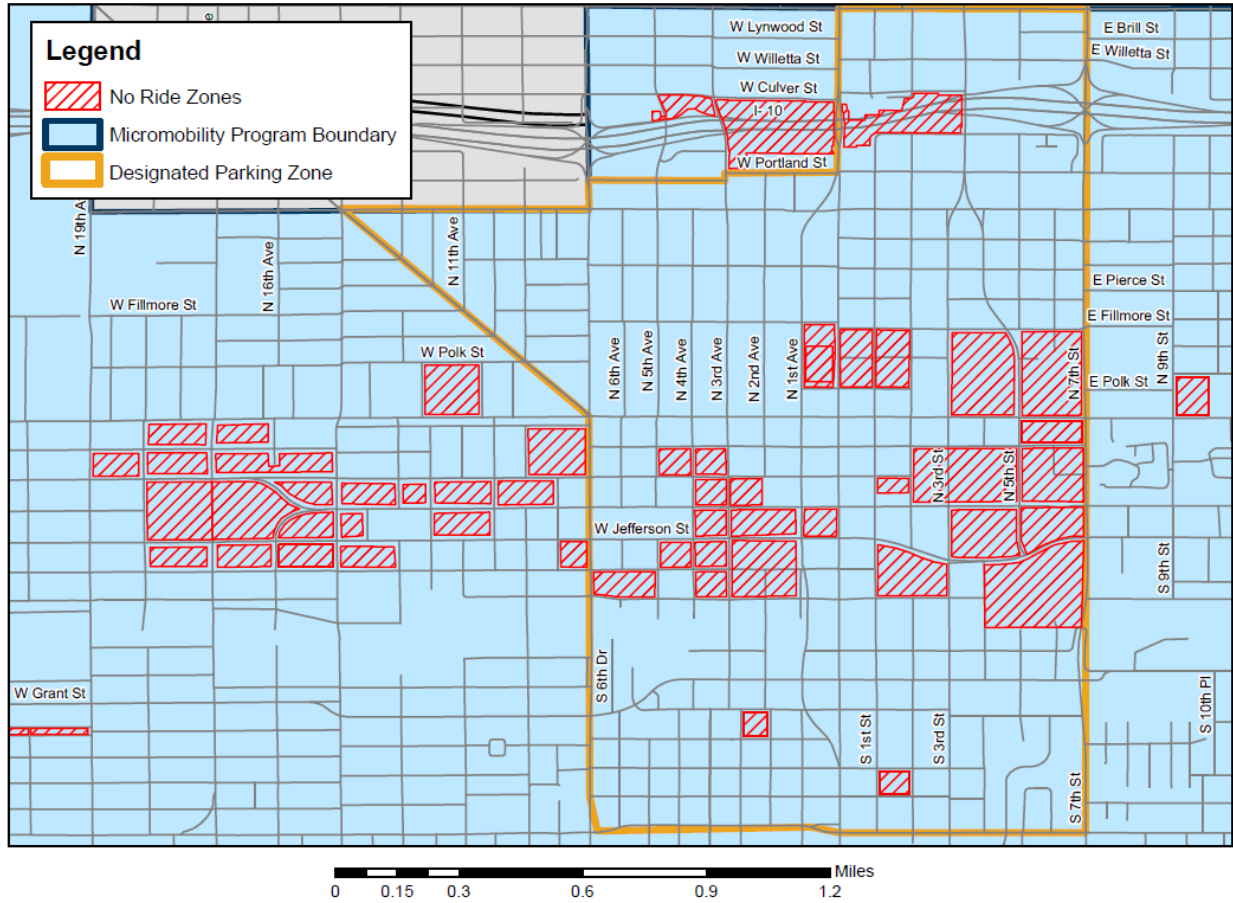
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## EXHIBIT 3 NO-RIDE ZONES

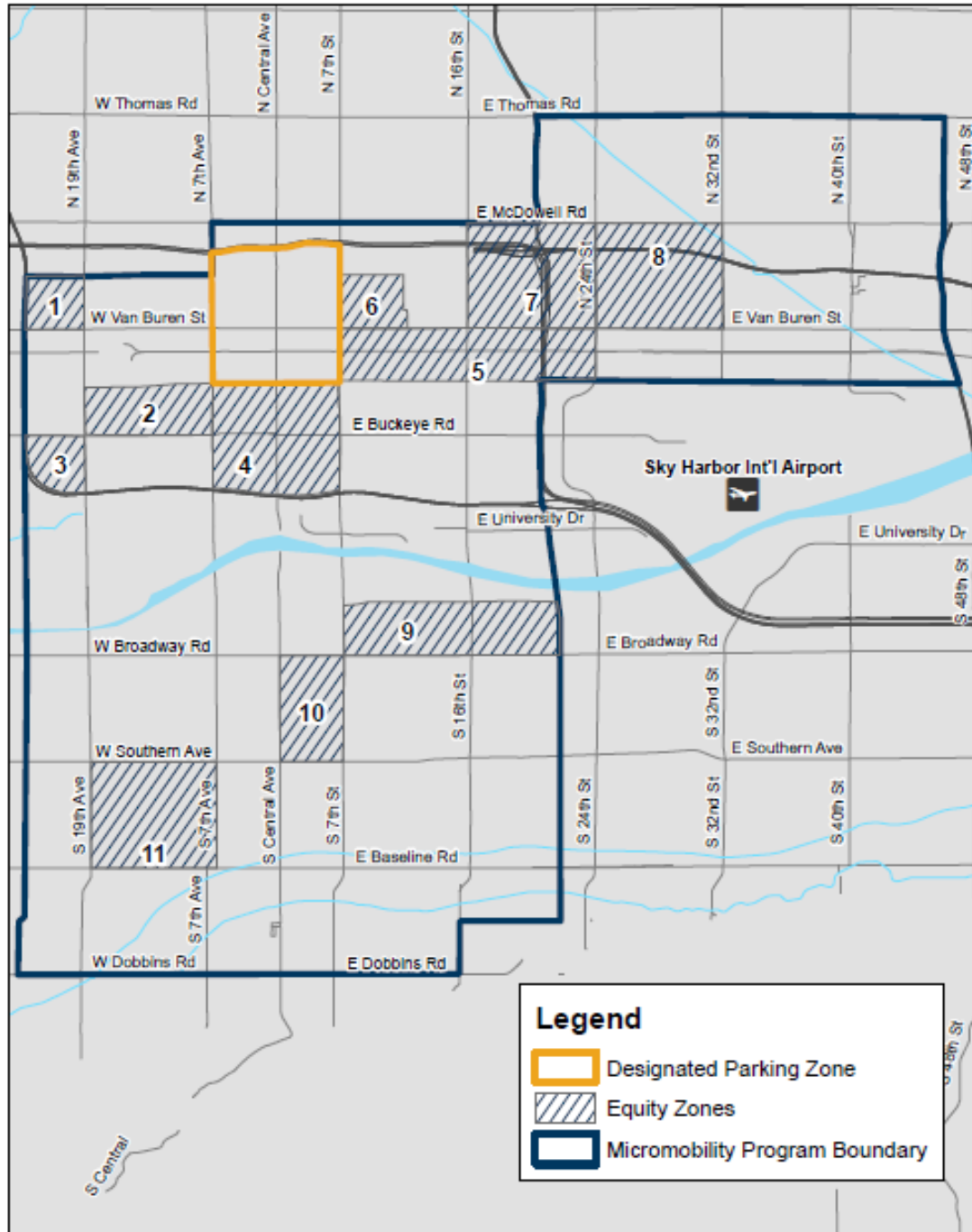




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## EXHIBIT 4 EQUITY ZONE MAP





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EXHIBIT 5
LETTER OF CREDIT FORM

[BANK]
IRREVOCABLE STANDBY LETTER OF CREDIT
NO. \_\_\_\_\_

To: City of Phoenix – Beneficiary
Street Transportation Department
ADDRESS
ATTN

Applicant: Company Name
Amount: \$ xxx.xx
Expiration Date: mm/dd/yyyy

We hereby establish our irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor available against sight drafts drawn on (name of bank) at the office of the undersigned located at (insert address of bank), accompanied by the following documents:

- 1. A certificate purportedly signed by Street Transportation Director, or by any other director of the City of Phoenix Street Transportation Department, stating one or more of the following:
A. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. \_\_\_\_\_ as Company Name has failed to perform its obligations under or failed to comply with its Agreement No. \_\_\_\_\_, or any amendments thereto, or any replacement agreement, and the City requires payment under this Standby Letter of Credit of \$ \_\_\_\_\_.
B. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. \_\_\_\_\_ as Company Name has failed to provide a replacement Standby Letter of Credit prior to sixty (60) days before the expiration date as required by its Agreement No. \_\_\_\_\_ or any amendments thereto, or any replacement agreement, and the City of Phoenix requires payment under this Standby Letter of Credit of \$ \_\_\_\_\_.



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C. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. \_\_\_\_\_ as City of Phoenix has received notice from (name of bank) that the Standby Letter of Credit No. \_\_\_\_\_ will not be extended, and the City of Phoenix requires payment under this Standby Letter of Credit of \$ \_\_\_\_\_.

This original Standby letter of credit for endorsement.

All documents may be forwarded to us by mail, overnight courier, hand delivered to our counters, or via telefacsimile ("fax"). Documents to be directed to our counters at: [insert address as to counter location]. Drawing presented to us via fax must be sent to our fax number [insert – bank's fax number] (each such drawing, a "Fax Drawing") provided, however, that Beneficiary confirm our receipt of any Fax Drawing by telephone to our telephone No. [insert – bank's telephone number(s)].

If Beneficiary presents an improper drawing, we shall notify you in writing sent by overnight courier or by fax to (602) 273-4083 that the demand was not effected in accordance with the terms and conditions of this Standby Letter of Credit, stating the reasons therefore and that we are holding any demand at your disposal. Upon being notified that the purported demand was not effected in conformity with this Standby Letter of Credit, you may attempt to correct any such nonconforming demand for payment.

Partial drawing and multiple presentations are permitted under this Standby Letter of Credit.

This Standby Letter of Credit will automatically be renewed for a one (1) year period from the Expiration Date set forth above and upon each anniversary of such Expiration Date, unless at least sixty (60) days prior to such expiration, or prior to any anniversary of such expiration, we notify both Beneficiary and Applicant in writing by registered mail or overnight courier that we elect not to renew this Standby Letter of Credit.

We hereby agree that this Standby Letter of Credit shall be duly honored upon presentation and delivery of the certification specified above.

This Standby Letter of Credit is subject to the "International Standby Practices (ISP98)," International Chamber of Commerce Publication No. 590, and, as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of Arizona, without regard to principles of conflicts of law.





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[Bank]

By: \_\_\_\_\_  
Authorized Signature



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### EXHIBIT 6 PROGRAM STANDARDS AND REGULATIONS

- Section 1 – General Regulations**
- Section 2 – Safety Regulations**
- Section 3 – Operational Requirements**
- Section 4 – Parking Requirements**
- Section 5 – Vehicle Standards**
- Section 6 – Designated Parking Area Standards**
- Section 7 – Customer Service Standards**

#### **Section 1 – General Regulations**

- 1.1 Riders must be at least 18 years of age.
- 1.2 Operators must verify their Riders' state identification card or driver's license and age via their mobile application.
- 1.3 Operator's Riders may only use Micromobility vehicles within the boundary limits.

#### **Section 2 – Safety Regulations**

- 2.1 Operators must provide a Rider Safety Plan that educates and demonstrates to Riders how to ride Micromobility vehicles, the use of helmets, riding etiquette, pedestrian safety, geofencing and complying with applicable traffic laws. This information must be made available to Operator's Riders via the mobile application and on the Operator's website at a minimum.
- 2.2 All vehicles must comply with the Consumer Product Safety Commission safety standards as well as all federal, state and city safety standards.
- 2.3 E-scooters must meet all standards outlined in Phoenix City Code, Chapter 36, Article XV.
- 2.4 E-bicycles must meet all standards outlined in Phoenix City Code, Chapter 36, Article XVII
- 2.5 Operators must provide a mechanism for Riders or the general public to report safety or maintenance issues with vehicles.
- 2.6 Vehicles must be equipped with a tamper resistant lock that is integrated into the vehicle, contains no detachable parts, and requires Rider authentication through the Operator's mobile application to unlock.
- 2.7 Operators must limit e-scooters to a maximum of 15 miles per hour and e-bikes to 20 miles per hour.
- 2.8 Vehicles will be equipped with proper wheel breaks that will enable the user to make safe stops on dry, level, clean pavement.



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- 2.9 Vehicles will be equipped with front light that emits white light while the vehicle is in motion, illuminates the highway, sidewalk, or in front of the rider and is visible from 500 feet in front and from the sides of the vehicle.
- 2.10 Vehicles will be equipped with a rear solid or flashing red light with a built-in reflector that shall be visible from 500 feet to the rear when directly in front of the lawful upper beams of headlamps on a motor vehicle.
- 2.11 Vehicle lights must turn on automatically and stay on during the entire trip whether the user is in motion or stopped. When stopped, the light must stay on for at least 60 seconds.

### Section 3 – Operational Requirements

- 3.1 The Operator will continuously maintain insurance coverage and surety bond.
- 3.2 Shared Micromobility operating hours are from 5 a.m. to 11:59 p.m. daily. Vehicles may remain in the public right-of-way from 12 a.m. to 4:59 a.m. however they need to be non-operational and parked properly.
- 3.3 Vehicles must be restaged daily at parking corrals in the designated parking zone or on a hard surface in the public right-of-way in the lock-to zone.
- 3.4 Operators must implement geofencing using the shapefiles that are available from the City.
- 3.5 The City reserves the right to add additional geofencing locations on a temporary or permanent basis.
- 3.6 Operator will implement any additional geofencing within 48 hours of written notification from the City.
- 3.7 Operators must accommodate for special events of at least 5,000 participants within the program boundary area pursuant to the Operations and Maintenance Plan.
- 3.8 Operators must have sufficient staff to respond to complaints from customers and the general public. Calls must be attended to within 2 hours, including non-business hours.
- 3.9 Vehicles will have audible and/or haptic feedback to alert riders when they are approaching geofenced boundaries.
- 3.10 The Operator will pay the City the Relocation Fee for retrieving vehicles outside of the parking corrals or the program boundary.
- 3.11 The city may remove any abandoned vehicles that are left in the public right-of-way.
- 3.12 Operators must retrieve any vehicle that is non-functional due to a depleted battery or other damage within 2 hours.



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- 3.13 Operators must properly dispose or recycle electronic waste and batteries.
- 3.14 Operator will make vehicles parked outside of the boundary area non-functional to users and will not depict such vehicles as available to rent in the Operator's mobile application.
- 3.15 The Operator must maintain a current Operations and Maintenance Plan on file with the City.
- 3.16 The Operator will provide the City with names, phone numbers and e-mail addresses for staff that are capable of relocating vehicles.
- 3.17 The Operator will equip all of their vehicles with a GPS device capable of providing real-time location data to the City in accordance with the specifications described in the data sharing requirements.
- 3.18 Operators will not impede travel lanes when collecting or deploying vehicles for maintenance, rebalancing, or any other purpose.

### Section 4 – Parking Regulations

- 4.1 The City reserves the right to determine certain areas where riding and parking is prohibited.
- 4.2 Operators will be responsible for parking infrastructure.
- 4.3 Vehicles must be parked upright on hard surfaces only in parking corrals in the designated parking zone or locked to a bicycle rack or appropriate vertical fixed infrastructure in the public right-of-way in the lock-to zone.
- 4.4 Operators must provide a customizable mobile application that shows no-ride zones as well as parking corrals and preferred parking.
- 4.5 Vehicles must be equipped with a lock device and smart technology equipment.
- 4.6 Operators must educate Riders to park vehicles per the City parking requirements and boundary limits.
- 4.7 Operators must customize their mobile application to notify their Riders when attempting to park outside of parking corrals and preclude their riders from ending their trip outside such locations.
- 4.8 For vehicles in the lock-to zone, Riders must be reminded of the appropriate objects to which they can lock the vehicle. Vehicles must not be locked to private property or to handrails. Vehicles cannot impede ADA paths or ramps, sidewalk corners, property entrances, fire hydrants, vehicular travel lanes, transit zones (unless locked to a bicycle rack) and loading zones.
- 4.9 Vehicles parked in violation of these regulations must be relocated within two hours of notification to the Operator.



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### Section 5 – Vehicle Standards

- 5.1 Vehicles must be free of debris, trash, leaves and graffiti.
- 5.2 Vehicles must have hand grips that are clean, firmly affixed, not torn or missing.
- 5.3 Vehicle frame must be clean, free of graffiti or damage.
- 5.4 Steering mechanism must be straight and true.
- 5.5 Drivetrain must be properly lubricated.
- 5.6 If bicycles have shifters, they must be properly functioning and allow the End User to easily change gears.
- 5.7 Wheels must be fully inflated (if applicable), properly affixed,
- 5.8 Lights and reflectors must be clean, free of damage, lights must be bright when lit, and properly affixed to the frame.
- 5.9 All on-device electronic equipment must properly function such as GPS, locking mechanisms, alarms
- 5.10 For electronic propulsion devices, the battery and motor must be in working order.
- 5.11 Seat must be clean, secure, free of tears and comfortable.
- 5.12 Bell must be properly affixed to the frame and make an audible ring.
- 5.13 Display screen must be clean, free of excessive scratches and/or graffiti, words and symbols must be legible.
- 5.14 Kickstand must be properly attached and able to keep vehicle upright without assistance.
- 5.15 Basket (if applicable) must be properly affixed to the frame, clean, and free of trash and debris.
- 5.16 All of the Operator's vehicles must have permanent markings identifying that they are the Operator of the vehicle and a telephone number affixed to the vehicle whereby persons can contact the Operator regarding any issues with the vehicle. If the marking is removed or illegible, it must be replaced.

### Section 6 – Parking Corral Standards

- 6.1 Parking corrals must be clean, free of trash or debris.
- 6.2 Signs or pavement markings must be legible and free of damage and/or graffiti.
- 6.3 Parking corrals must not be overcrowded. If so, the Operators must coordinate to rebalance vehicles to other areas.



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### Section 7 – Customer Service Standards

- 7.1 The Operator will maintain a website, call center and mobile application for customer services 24 hours a day, 7 days a week.
- 7.2 Customer service representatives must answer calls promptly (as workload allows).
- 7.3 Customer service representatives must be professional, respectful, and courteous.
- 7.4 Customer service representatives must, upon request, provide a reference number for complaints.



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### EXHIBIT 7 DESIGN CRITERIA AND EXAMPLES

- I. General Implementation Criteria
- II. On-Street Corral Criteria
- III. Off-Street / Sidewalk Corral Criteria
- IV. On-Street Bicycle Rack Criteria

#### I. GENERAL IMPLEMENTATION CRITERIA

The design intent is to create consistent and identifiable branding for shared Micromobility parking in the downtown core. End Users must be able to easily identify each parking corral and properly park vehicles as stated in **Paragraph 5.2 of Section II**. The parking corrals must remain operator neutral as to not promote one Operator over another through the use of colors or company logos.

The City shall have absolute right of review and approval over all aspects of parking corral improvements, as well as the discretion to waive any of the Design Criteria provided the concept and quality are not significantly affected.

#### II. ON-STREET CORRAL CRITERIA







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On-street corrals must have at least two flexible delineators with reflective strips on the roadway side of the corral.

Corrals will have a 12-inch parking symbol with images of both an e-scooter and bike/e-bike. The City will design the floor decals and provide it to the Successful Respondents to print and apply.

Corrals must not obstruct access to accessibility ramps and may not be within 3 feet of fire hydrants.

### III. OFF-STREET/SIDEWALK CORRAL CRITERIA

Off-street/sidewalk corrals must be fully outlined using heavy duty white reflective pavement marking tape.

Corrals will have a 12-inch parking symbol with images of both an e-scooter and bike/e-bike. The City will design the floor decals and provide it to the Successful Respondents to print and apply.

Corrals must leave at least 5 feet of passage on the sidewalk, obstruct access to businesses or accessibility ramps and may not be within 3 feet of fire hydrants.







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### IV. ON-STREET BICYCLE PARKING CRITERIA

On-street bicycle parking will be 3 to 4 inverted “U” rail-mounted racks placed at a 45-degree angle. *Note: “U” racks do not require the custom logo as seen in the example below.*

Four white flex delineators with reflective strips will be installed to outline the parking area.

The standard bike parking area will be 6’ by 12’. Other sizes may be considered for special situations where the ROW does not allow for the standard size.





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### EXHIBIT 8 AFFIDAVIT

#### Assurances

The undersigned Respondent hereby submits to the City of Phoenix (City) the enclosed Revenue Contract Solicitation Response (Response) based upon all terms and conditions set forth in the City's Revenue Contract Solicitation (RCS) and referenced materials. Respondent further specifically agrees hereby to provide services in the manner set forth in the Response submitted by Respondent.

The undersigned Respondent acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Respondent's submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations submitted in its Response and in the resulting Contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Respondent.
3. Respondent has read and fully understands all the provisions and conditions set forth in the RCS documents, upon which its Response is based.
4. The forms and information requested in the RCS are complete and made part of Respondent's Response. The City is not responsible for any Respondent errors or omissions.
5. This Response may be withdrawn by requesting such withdrawal in writing at any time prior to the Response deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all Responses and to accept the Response that, in its judgment, will provide the best quality of service to the City at reasonable rates.
7. This Response is valid for a minimum of 120 days subsequent to the RCS Response deadline.
8. All costs incurred by Respondent in connection with this Response will be borne solely by Respondent. Under no circumstances will the City be responsible for any costs associated with Respondent's Response or the RCS process.
9. Respondent has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RCS process.



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10. The contents of this Response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Response.
11. To the best of the Respondent's knowledge, the information provided in its Response is true and correct and neither the undersigned Respondent nor any Partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

### **Legal Status**

In the past 7 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. (Attach additional pages as necessary)

Yes  No

Have you personally, or any business with which you have been involved, ever been a defaulter as surety upon any obligation to the City? If "Yes," provide details. (Attach additional pages as necessary)

Yes

No

Are there any pending liens, claims or litigation in excess of \$1,000,000 involving Respondent? If "Yes," provide detailed information regarding complaints about how the quality of Respondent's services was unsatisfactory. (Attach additional pages as necessary)

Yes  No

Has the Respondent been involved in any lawsuits in the past 5 years? If "Yes," provide list. (Attach additional pages as necessary)

Yes

No

Have any of the Respondent's contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 5 years? If "Yes," provide name, location, and date of the contract(s). (Attach additional pages as necessary)

Yes

No

Has the Respondent, or any corporation or other entity that has, directly or indirectly, a controlling interest in the Respondent, or any subsidiary of the Respondent or other



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entity in which the Respondent has a controlling interest or any of the Respondent's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. (Attach additional pages as necessary) **Yes**

**No**

Respondent intends to operate the business as a (check one):

Corporation  General Partnership  Member-Managed LLC

Joint Venture  Limited Partnership  Manager-Management LLC

Sole Proprietorship  Limited Liability Partnership

Respondent intends to operate the following Shared Micromobility Program for the term of the Contract:

\_\_\_\_\_, dba \_\_\_\_\_, a  
Legal Name Trade Name Legal Entity



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Name of **Respondent's** Company (Legal Name):

\_\_\_\_\_

Printed Name of Authorized Person:

Title: \_\_\_\_\_

Business Address of \_\_\_\_\_

Respondent:

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Person\*:

\_\_\_\_\_

\*Must be signed by an individual authorized to contractually bind the Respondent's company.

**NOTARIZED**

State of \_\_\_\_\_ County of \_\_\_\_\_

This Affidavit was subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_\_ by

\_\_\_\_\_ (full name of the affiant).

\_\_\_\_\_

Notary Public (signature)

Affix Notary Seal



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**EXHIBIT 9**  
**CONFLICT OF INTEREST AND**  
**SOLICITATION TRANSPARENCY FORM**

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

Name of person submitting this disclosure form.

First	MI	Last	Suffix
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Contract Information

Solicitation # or Name:

Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

List any individuals or entities that will be subcontractors on this contract or indicate N/A.

Subcontractors may be retained, but not known as of the time of this submission.  
List of subcontracts, including the name of the owner(s) and business name:



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List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

### Disclosure of Conflict of Interest:

#### City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

I am not aware of any conflict(s) of interest under City Code Section 43-34.

I am aware of the following potential or actual conflict(s) of interest:

#### ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).



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Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.

I am aware of the following conflict(s) of interest:

### Acknowledgements

#### A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.





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### B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

### OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



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### EXHIBIT 10 SMALL BUSINESS OUTREACH REQUIREMENTS

The Successful Respondent is encouraged to conduct and document Small Business Outreach efforts in compliance with this contract. The City strongly encourages the Successful Respondent to utilize Small Businesses in its contract and to use good faith and reasonable efforts to promote the participation of Small firms.

#### **Post-Award Small Business Outreach Documentation**

If Successful Respondent engages and solicits the services of Small Business Services during its outreach efforts, the Successful Respondent must submit the Small Business Outreach Documents described in **Exhibit 10** to EOD.

Respondents are encouraged to document their efforts to: 1) identify business opportunities that Small Businesses can perform as partners or as suppliers of goods and services, 2) conduct outreach and broadly solicit responses for business opportunities from Small Businesses, 3) evaluate and negotiate with Small Businesses, and 4) communicate outcomes to all Small Businesses that responded to the Respondent's outreach efforts, and notify them whether or not the Small Business was selected.

The package must include the following:

1. Outreach to Small Businesses (**Outreach Efforts – Form EO2**).
2. All supporting documentation required.

#### **Non-Discrimination/Equal Opportunity**

The City will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, or national origin.

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Successful Respondent, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Successful Respondent (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.



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2. **Nondiscrimination:** The Successful Respondent, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Successful Respondent will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Successful Respondent for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Successful Respondent of the Successful Respondent's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Successful Respondent will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Successful Respondent will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Successful Respondent's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
6. **Incorporation of Provisions:** The Successful Respondent will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Successful Respondent will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Successful Respondent becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Successful Respondent may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Successful Respondent may request the United States to enter into the litigation to protect the interests of the United States.



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### SECTION I DEFINITIONS

The following definitions shall apply to this Exhibit,

Arizona Unified Certification Program (AZUCP) is a consortium of government agencies organized to provide reciprocal ACDBE and DBE certification within Arizona pursuant to 49 CFR Part 26. The official ACDBE and DBE database containing eligible ACDBE and DBE firms certified by AZUCP can be accessed at: [www.adot.dbesystem.com](http://www.adot.dbesystem.com). The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

City means the City of Phoenix.

Compliance Specialist means an EOD employee.

Contract is a written agreement between any of the following parties: Respondent and JV partner, sublessee, subcontractor, or a Goods and Services Provider.

DBE stands for disadvantaged business enterprise. In this context, DBE means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by an AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

EOD means the City of Phoenix Equal Opportunity Department.

Outreach Efforts means the diligent and good-faith efforts demonstrated by a Respondent to solicit participation from Small Businesses. Respondent shall: identify and document potential business opportunities for Small Businesses; describe what efforts were undertaken to solicit Small Business participation; disclose results of negotiations with Small Businesses; and communicate and record Respondent's selection decisions and notifications relating to Small Business participants.

Respondent means an individual, partnership, JV, corporation or firm that submits a Response to the City to perform services requested by an RCS.

Response is a written proposal to the City prepared by a Respondent to perform services.

Revenue Contract Solicitation (RCS) is a solicitation or procurement issued by the City.

Small Business means, a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13



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CFR part 121), which meets the Small Business Administration size standard.

Subcontractor means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the Contract, including a vendor under a purchase order.

Successful Respondent means an individual, corporation, firm or JV that has been selected by the City to perform services requested by an RCS.

### SECTION II GENERAL REQUIREMENTS

- A. **Small Business Participation**. For this solicitation, the City has *not* established a race- or gender-*conscious* participation goal. The City extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The City uses race- and gender-*neutral* measures to facilitate participation of Small Businesses. The City *encourages* each Respondent to voluntarily subcontract or joint venture with Small Businesses to perform part of the work that Respondent might otherwise perform with its own forces. The City also encourages each Respondent to voluntarily utilize Small Businesses as suppliers of Goods and Services.
- B. **Counting Small Business Participation**. The City will count Small Business participation based on the Small Business Outreach documentation submitted by the Successful Respondent. This documentation will be reviewed by the Equal Opportunity prior to approval.
- C. **Civil Rights Assurances**.  
“The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Phoenix deems appropriate.”

Note: For purposes of the required Contract and Subcontract language above, the Successful Respondent is the “contractor.”

### SECTION III ENCOURAGED OUTREACH EFFORTS

The City strongly encourages Respondents to use good faith and reasonable efforts to obtain and utilize the services of Small Business for this Contract. Specifically, the Successful Respondent shall: (1) identify small-business-participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from small businesses; (3) evaluate small-business proposals; and (4) communicate selection



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decisions to small businesses, including each rejection of a small-business proposal.

### SECTION IV SUBMITTAL OF SMALL BUSINESS DOCUMENTS

Documentation due with initial Response.

**There are no Small Business Outreach Efforts documents required to be submitted with initial Response.**

### SECTION V SMALL BUSINESS OUTREACH GENERAL REQUIREMENTS

Respondent are encouraged to actively contact Small Businesses for each scope of work or business opportunity identified for its Small Business Outreach Efforts. Respondent's contact with Small Businesses should occur well before the Response deadline to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in the Contract.

- A. **At time of submission**, there are no Small Business Outreach documents to be submitted with initial response.
- B. **Following the award of the contract**, documentation of Small Business Outreach efforts (Forms EO2) must be submitted to the Equal Opportunity Department within 60 days after contract award:

**1) Form EO2 Small Business Outreach Efforts.** The Successful Respondent shall complete and submit Form EO2 documenting its diligent, earnest Small Business Outreach Efforts.

- 1. To document its Outreach Efforts, Respondent shall identify all Small Businesses contacted by Respondent on Form EO2. Form EO2 shall be completed with the following minimum information:
  - i. **COLUMN A.** Each business's full legal name and contact information
    - aa. Respondent shall ask each firm to indicate its number of employees
    - bb. For each Small Business, Respondent shall indicate the **Range of Annual Gross-receipts** (e.g., less than \$500,000; \$500,000 – \$1 million; \$1 – 2 million; \$2 – 5 million; etc.) *rather than requesting* an exact figure from the firm.
  - ii. **COLUMN B.** Business status (ACDBE, DBE, Small Business, SBE, or unknown);



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- iii. **COLUMN C.** Scope of work solicited (brief description, percentage of contract value);
  - aa. Respondent shall detail each scope of work or business opportunity selected for each Small Business;
- iv. **COLUMN D.** Solicitation method (personal contact, telephone, fax, e-mail, other);
- v. **COLUMN E.** Selection decision
  - aa. Respondent must indicate if a firm was selected or not. If Respondent does not select an identified Small Business to participate in the Contract, Respondent must explain the reason why.
- vi. **COLUMN F.** Communication of selection outcome to each participant.
  - aa. Respondent shall notify each Small Business contacted whether or not Respondent selected the firm within 15 days after the initial contact. Respondent shall notify all firms not selected, and Respondent shall state when (date) and how (method) the selection outcome was communicated to each firm.

The Compliance Specialist will evaluate all documented information to determine whether Respondent has demonstrated the required Small Business Outreach Efforts

**B. Form EO2 Supporting Documentation.** Respondent shall complete and submit supporting documentation of its Outreach efforts related to Form EO2 for Small Businesses participating under this Contract.

1. Respondent shall submit with Form EO2 and all supporting documentation of Respondent's contacts with Small Businesses for each scope of work or business opportunity selected for Small Business Outreach Efforts.
2. This documentation should include: (1) descriptions of scopes of work and business opportunities identified for Small Business participation, and (2) a copy of the actual solicitation sent to Small Businesses. The solicitation may be in the form of a letter, attachment to an e-mail, advertisements in newspapers and trade papers, or written communications with chambers of commerce and/or other organizations.





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3. Respondent shall submit documentation that establishes how Respondent communicated its selection decisions and outcomes to each Small Business *not* selected for this Contract. This documentation may be in the form of a letter, e-mail, fax, or a telephone log and must show the name of the person contacted and date.
4. For all of the above documentation, if Respondent uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax, and Respondent must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of the transmission. For telephone contacts, Respondent shall document the date and time of the call and the names of the respective persons representing Respondent and the Small Business.

**C. Subcontracting Commitment.** The Successful Respondent shall submit to City copies of all executed contracts, purchase orders, subleases, joint venture (JV) agreements, and other arrangements formalizing agreements between Successful Respondent and any Small Businesses.

### SECTION VI. RECORDS & REPORTING REQUIREMENTS

**A. Records.** During performance of the Contract, the Successful Respondent shall keep all records necessary to document Small Business participation. The Successful Respondent shall provide the records to the City within 72 hours of the City's request and at final completion of the Contract. The City will prescribe the form, manner, and content of reports. The required records include:

1. A complete listing of all Subcontractors and suppliers on the project;
2. Each Subcontractor's and supplier's scope performed;
3. The dollar value of all subcontracting work, services, and procurement;
4. Copies of all executed Subcontracts, purchase orders, and invoices;
5. Total operating expenses and total costs of goods sales; and
6. Copies of all payment documentation.



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- B. Reports.** The Successful Respondent shall be required to track and report all Small Business participation that occurs as a result of a contract, procurements, purchase orders, subleases, JV, goods/services or other arrangements involving sub-tier participation. Such documentation must be entered monthly into the internet-based reporting program Business2Government (B2G) System at [www.phoenix.diversitycompliance.com](http://www.phoenix.diversitycompliance.com)

EO2 FORM ATTACHED NEXT PAGE



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**Equal Opportunity Department  
Form EO2 SMALL BUSINESS OUTREACH EFFORTS**

**\*Firms must be notified of final selection outcome prior to submittal of this form**

**Form EO2 SMALL BUSINESS OUTREACH EFFORTS**

<b>Name of Company (Respondent):</b>	<b>Solicitation Name:</b>	<b>Contract Name:</b>
<b>Email:</b>	<b>Phone #:</b>	<b>Point of Contact:</b>

Successful Respondent is encouraged to conduct outreach efforts and submit supporting documentation of those outreach efforts as described in the Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for columns D and F. Successful Respondent should make additional copies of this form as needed.

<b>(A) Small Business Name and Contact Information</b>		<b>(B) Business Status</b>	<b>(C) Scope(s) of Work Solicited</b>	<b>(D) Solicitation Method</b>	<b>(E) Selection Decision</b>	<b>(F) Communication Final Selection Outcome*</b>
Name:		<input type="checkbox"/> ACDBE/DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	<b>List Scope(s) of Work</b>	<input type="checkbox"/> E-mail Blast  <input type="checkbox"/> Phone Call  <input type="checkbox"/> In-Person  <input type="checkbox"/> Newspaper  <input type="checkbox"/> Website  <input type="checkbox"/> Trade Listing  <input type="checkbox"/> Outreach Event  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected  <input type="checkbox"/> Firm was not selected  Provide explanation of why firm NOT selected  _____  _____  _____	Date Firm was Notified:  _____  Method used to Communicate Selection:  <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person
Address:						
City, State, Zip:	Number of Employees:					
Phone Number:	Email or Fax:					
Number of Years in Business:	Range of Annual Gross Receipts:					
Name:		<input type="checkbox"/> ACDBE/DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	<b>List Scope(s) of Work</b>	<input type="checkbox"/> E-mail Blast  <input type="checkbox"/> Phone Call  <input type="checkbox"/> In-Person  <input type="checkbox"/> Newspaper  <input type="checkbox"/> Website  <input type="checkbox"/> Trade Listing  <input type="checkbox"/> Outreach Event  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected  <input type="checkbox"/> Firm was not selected  Provide explanation of why firm NOT selected  _____  _____  _____	Date Firm was Notified:  _____  Method used to Communicate Selection:  <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person
Address:						
City, State, Zip:	Number of Employees:					
Phone Number:	Email or Fax:					
Number of Years in Business:	Range of Annual Gross Receipts:					

\*Firms must be notified of final selection outcome prior to submittal of this form



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**EXHIBIT 11  
BUSINESS REFERENCES**

Respondent to provide three business references that are familiar with the Respondent's operations and have provided substantially similar services as described in this RCS.

**Respondent must list contact information for the business references in the spaces provided below.**

Reference Contact Name: \_\_\_\_\_

Reference Contact Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

Reference Contact Name: \_\_\_\_\_

Reference Contact Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

Reference Contact Name: \_\_\_\_\_

Reference Contact Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_



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### EXHIBIT 12 INSURANCE REQUIREMENTS

#### 1. CONTRACTOR'S INSURANCE:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

1.1. SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

##### 1.1.1. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.



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City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

### 1.1.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

### 1.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

Policy must contain a waiver of subrogation against the City of Phoenix.

This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.





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1.2. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to (City of Phoenix Department Representative's Name & Address & Fax Number).

1.3. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.4. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to (City Department Representative's Name and Address). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

1.5. **SUBCONTRACTORS:** Contractor's certificates shall include all subcontractors as additional insureds under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

1.6. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



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### EXHIBIT 13 OPERATIONS PLAN

The following Exhibit 13 is to provide a framework for the necessary coordination and interactions between the Successful Respondents and the City for the purposes of enacting the Contract. It is not the intent of this Exhibit to detail actual business operations by the Successful Respondents. As with other parts of this Contract, the Exhibit may be amended from time to time, as mutually agreed upon by the Successful Respondents and the City

#### 1. Communications

##### Contacts

During the Term of the Contract, there will be a need for informal communication related to coordination and facilitation for the operation of the Micromobility Program. For the purposes of this communication, the Parties designate additional replacements for these individuals upon written notice. The designations of these persons are not intended to modify Section 23 (Notices) of the Contract.

##### City of Phoenix - Program Manager:

Anthony Rios-Gurrola, Micromobility Planner  
Phone: (602) 262-6458  
E-mail: [anthony.rios-gurrola@phoenix.gov](mailto:anthony.rios-gurrola@phoenix.gov)

##### Methods of Communication

E-mail and telephone are the preferred methods of communication for typical communication between the Parties. If there is a need meeting between the Parties, a mutual time and location will be agreed upon.

##### Notice of Violations

It is the responsibility of the Successful Respondents to maintain compliance with program regulations. The City will promptly notify the Successful Respondents of any violations. Notification may be delivered via telephone, e-mail, 3-1-1, mobile application or the Micromobility Hotline. Additionally, the City may send notifications via their third-party data aggregator.

Violation reports may also come from customers or the public-at-large. The Successful Respondents will receive notifications via telephone, e-mail, 3-1-1, mobile application or the Micromobility Hotline.



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Unless a response time is indicated in the program regulations, Successful Respondents must address the violation as soon as possible.

### Monthly Check-Ins

The City and the Successful Respondents will meet virtually once a month, at a minimum to discuss program updates, ridership trends, issues, and upcoming major events. Other check-ins may be scheduled upon request of either party.

## 2. Compliance

### Monthly Vehicle Inspections

The City will conduct monthly inspections of vehicles to ensure they compliant with program standards and regulations. City Staff will, on a randomly selected day of the month, perform a visual inspection and conduct a quarter-mile test ride of three vehicles from each Operator. Each vehicle will be rated on their compliance with **Sections 2 and 5 of Exhibit 6**.

### Vehicle Distribution Requirements

Staff will conduct a daily compliance check at 9 a.m. (AZ Time) Monday through Friday (not including City holidays) to ensure each Operator meets program distribution requirements.

The City will verify that each Operator meets following requirements:

- Fleet cap
- Bike requirement of 20% of the fleet
- Equity zone replenishment

## 3. Parking Corral Maintenance

While the Operators will be responsible for the maintenance of parking corrals in the downtown core, the City will routinely monitor their condition. The City will also maintain the master geographic information systems (GIS) files which depict the status, condition, and locations of all parking corrals.

If the City notices a parking corral needs maintenance, the responsible Operator will be notified. The responsible Operator must conduct the necessary maintenance within 10 business days.

If a parking corral must be temporarily deactivated or moved, the City will send out an updated GIS file noting the specific changes to each Operator. Operators must make the changes within 48 hours on their mobile application.



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**EXHIBIT 14**  
**MINIMUM ANNUAL GUARANTEE / REVENUE PROPOSAL**  
**SUBMITTAL FORM**

		C		E		
Contract Year	Gross Projected Ridership Revenues (Respondent)	Estimated Payment to the City through Revenue Share - Ridership	Gross Projected Revenue Other Sources (advertising, etc) (Respondent)	Estimated Payment to the City through Revenue Share – Other Sources	Estimated possible revenue projected to City all sources (Column C+E)	Minimum Annual Guarantee payment to City
YEAR 1		\$		\$		\$
YEAR 2		\$		\$		\$
YEAR 3		\$		\$		\$
YEAR 4		\$		\$		\$
YEAR 5		\$		\$		\$

Include Pro forma presenting proposed investment and financial return to the City. Investment and financial return should reflect the revenues generated from commissions, sponsorships, advertising revenue, other revenue and commission structures, capital investment and operational investments.



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**EXHIBIT 15  
SAMPLE REVENUE REPORTS (TO BE ATTACHED AT TIME OF CONTRACT)**

Available at: <https://solicitations.phoenix.gov/Solicitations/Details/1326>



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### EXHIBIT 16 SUPPLEMENTAL TERMS AND CONDITIONS

#### 1. Work in the City's Right-of-Way:

All work that Consultant or its subcontractors performs within the City's right-of-way must comply with City's Traffic Barricade Manual and Right-of-Way Management Program (latest editions) and any other traffic control provisions as may be provided in the technical Specifications. The Consultant is subject to civil sanctions for temporary traffic-control violations. Whenever the Consultant disturbs the public right-of-way, public utility easement, street easement for any reason as a result of construction or due to failure of any of its facilities or subsequent right-of-way restoration work, the Consultant shall restore the same to the satisfaction of the Street Transportation Director and shall obtain all appropriate construction permits.

The City of Phoenix Traffic Barricade Manual is available online at:

<http://www.phoenix.gov/STREETS/traffic-management>

#### 2. City Retains Full Rights:

The City retains full rights to the public right-of-way. This Contract is limited to the use and maintenance of the parking corrals/designated parking areas and shall not be deemed to be a franchise, an easement, a covenant running with the land, interest in real property, nor a lease.

#### 3. Removal of Encroachment:

If removal is required pursuant to Section 21.3 of this Contract, the parking corrals/designated parking areas and all facilities subject to such removal shall be removed to the satisfaction of the Street Transportation Director at no cost to the City within 5 calendar days of written notice to vacate the right-of-way. In the event the parking corrals/designated parking areas are not removed from the right-of-way after notice by the City, the City reserves the right to remove said parking corrals/designated parking areas and Consultant shall be responsible for and shall pay all costs related to the removal of the parking corrals/designated parking areas. Consultant shall obtain a construction permit from the City of Phoenix Planning and Development Department before Consultant, its contractors or its agents restore the right-of-way to original conditions as approved by the City.

#### 4. Utility Work:

Where there is any need to utilize underground facilities in the public right-of-way, the



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Consultant shall participate in AZ 811 and shall comply with A.R.S. § 40-360.21 et seq. regarding underground facilities. If bringing electrical service or fiber optic cables to a location is not reasonably feasible, the parties shall work together to find a reasonably suitable alternative location for the parking corrals/designated parking areas at issue.

### **5. Maintenance Responsibility:**

The City shall not assume any maintenance responsibility for maintenance of the parking corrals/designated parking areas, facilities, and shade structures and shall not assure protection of the parking corrals/designated parking areas, facilities, or any shade structures if applicable from damage from others permitted in the right-of-way over or under the parking corrals/designated parking areas and facilities. If a parking corrals/designated parking areas is damaged, then the Consultant shall use commercially reasonable efforts to assess the damage and provide a timeline for completing repairs within forty-eight (48) hours of learning of such damage. The Consultant shall promptly and adequately repair all damage to the parking corrals/designated parking areas and replace the parking corrals/designated parking areas as reasonably necessary throughout the Term to ensure the same are capable of operating for their intended purposes. The City does not warrant, represent, or guarantee that parking corrals/designated parking areas and facilities shall not be damaged from underground seepages, failure of soil materials and or soil movement. The City shall retain the right of access to the parking corrals/designated parking areas and facilities at all reasonable times for inspection.