

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
**TRANSPORTATION &
INFRASTRUCTURE**

REQUEST FOR QUALIFICATIONS
SHARED MICROMOBILITY

Date of Issuance: March 17, 2020

**CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**NOTICE OF REQUEST FOR QUALIFICATIONS
SHARED MICROMOBILITY**

The Department of Transportation and Infrastructure, City and County of Denver, has issued a Request for Qualifications (the “RFQ”) for Shared Micromobility services. A link to the RFQ documents may be found at www.work4denver.com.

Responses are due at 10:00 a.m. local time, April 16, 2020, delivered or mailed to the Department of Transportation and Infrastructure Finance and Administration, Attn: Katie Ragland, 201 W. Colfax Ave., Ste. 614, Denver, CO 80202.

To receive notifications regarding this procurement, all Proposers must email Katie Ragland at PW.Procurement@denvergov.org to be added to the notification list. All Proposers added to the notification list will be provided with additional information regarding the **Pre-Submittal Skype Meeting held March 25, 2020**. Interested firms are encouraged to attend. Proposers are responsible for any information conveyed at this meeting.

Deadline to submit questions: April 1, 2020 at 10:00 a.m. local time.

General Statement of Work:

The City and County of Denver (City) is soliciting Requests for Qualifications from qualified firms to provide shared micromobility services (including, at a minimum, scooters and bicycles/e-bicycles) under a branded, integrated platform. Service can be accomplished through a teamed operation with multiple operators, but each operator or team will be under a single contract, and service must be controlled under one platform (i.e. app).

As the City’s best interests may appear, the Executive Director of the Department of Transportation and Infrastructure reserves the right to waive informalities in, and to reject any or all, proposals.

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**CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**NOTICE OF REQUEST FOR QUALIFICATIONS
SHARED MICROMOBILITY**

Introduction

This Request for Qualifications (“RFQ”) is issued to provide the selection process for professional services for the Project named above.

Firms submitting a response to the RFQ will be asked, at a minimum, to state their qualifications, understanding and experience relating to the required services, and offer their methodology for meeting the scope of services defined below.

Tentative Selection Schedule

The table below shows the preliminary RFQ Schedule. Dates are subject to change.

Advertise and Issue RFQ.....	March 17, 2020
Pre-Submittal Skype Meeting.....	March 25, 2020
Deadline to Submit Questions 10:00 a.m.	April 1, 2020
Responses (Submittal) to RFQ Due 10:00 a.m.	April 16, 2020
Interviews (Tentative)	April 30, 2020
Notice of Selection	May 14, 2020

The competitive selection process provided for under this RFQ will focus on the qualifications and prior history of performance on similar work of each firm and, if applicable, the members of the firm’s proposed team in accordance with the selection criteria set forth in this RFQ. Thoughtful written responses to this RFQ will enable the City and County of Denver (“CCD” or “City”) to select the most qualified proposers.

SECTION 1 – OVERVIEW AND BACKGROUND

A. GENERAL DESCRIPTION

The Department of Transportation and Infrastructure (“DOTI”) seeks a single operator (or operator team) or multiple operators (or operator teams) to manage and expand a coordinated micromobility program for bikes, electric bicycles, and electric scooter vehicles in order to help the City meet its aggressive mobility goals for reduced single occupancy vehicle (SOV) use and increased multi-modal trip share. This program will build upon 2018’s Dockless Mobility Pilot Permit Program through expanded, high quality service; targeted marketing, equitable programming, and excellent customer-service.

The goal of this program is to provide safe, coordinated and organized micromobility services to Denver residents and visitors, and a meaningful quantity of free and/or subsidized micromobility service to Denver residents to encourage SOV trip replacement.

The City encourages established and responsible business entities or partnerships to thoroughly review this document and to submit Proposals which will best achieve the City’s desired outcomes by providing a high-quality, reliable, affordable, flexible, and healthy transportation option that gives the user access to the City and its diverse communities.

B. PROJECT OVERVIEW AND BACKGROUND

The City launched its Dockless Mobility Pilot Program in August of 2018, issuing permits to five dockless scooter operators and two dockless bicycle operators. The program began with a maximum of 350 scooters and 500 bicycles per operators but has since increased operator fleet size to a maximum of 684 based on utilization performance. Since the beginning of the pilot, dockless scooter users have taken over 3.5 million rides covering over 4 million miles (with an average of nearly 8,000 rides per day), while dockless bicycle users have taken over 250,000 rides covering nearly 500,000 miles.

The Denver B-Cycle program, which was operated by Denver Bike Sharing, was founded in 2010 as the first large-scale public docked bike sharing operator. Denver B-cycle users traveled over 5 million miles on shared bikes with approximately 30% of those trips replacing car trips, in addition to a significant number that connected folks to transit. In 2018, the bike sharing system included 737 bicycles and 89 bike stations located throughout Denver, generating 53,267 membership purchases, resulting in 305,440 B-cycle trips taken. The City and Denver Bike Sharing maintained a successful partnership for a number of years. In 2019, the City funded the “5,280 Program” which provided 5,280 free annual passes to Denver residents.

C. DESCRIPTION OF SERVICES

The City is requesting proposals from micromobility operators to provide shared micromobility services (including, at a minimum, scooters and bicycles/e-bicycles) under a branded, integrated platform. Service can be accomplished through a teamed operation with multiple operators, but each operator or team will be under a single contract, and service must be controlled under one platform (i.e. app). The City reserves the right to contract with a single operator (or operator team) or multiple operators (or operator teams).

Shared micromobility has the opportunity to help the City meet aggressive goals for reducing single-occupant vehicle trips and provide residents and visitors flexible, affordable, and accessible multi-modal transportation. After a successful Dockless Mobility Vehicles Pilot Permit Program, the City is looking to solicit an operator or operators to expand upon the success of the pilot and deliver a program that:

- Implements programs that respect safety and infrastructure
- Increases the percentage of people who have access to and take public transit
- Provide accurate communication and guidance to public users of these services
- Scales new services and vehicles responsibly based on performance metrics
- Integrates new innovations seamlessly with the City’s existing transportation system
- Serves the communities that are most vulnerable while increasing their access to smart technology and new opportunities

SECTION 2 – GENERAL GUIDELINES

A. Local Presence

All firms participating in this Project must be licensed in the State of Colorado and have an office located within a two-hour drive from the Denver metropolitan area. A firm not already so located, must establish such a local office if awarded this Project, or associate itself with a firm so located. This is necessary to facilitate day-to-day communications and coordination and to ensure timely response to investigate and resolve issues.

B. Coordination

Coordination meetings with City agencies, utility companies, other City consultants and user groups shall be a continuing work item for the selected operator throughout the duration of the license agreement. The operator shall comply with all provisions of all related codes, standards, City ordinances and regulations.

C. Contract Management

The City and County of Denver Department of Transportation and Infrastructure will manage the contract. The City's overall Project Manager is:

Department of Transportation and Infrastructure
Project Manager: Nicholas Williams, Deputy Chief of Staff
201 West Colfax Ave., Dept. 608
Denver, CO 80202

In accordance with the City Charter, the City's Executive Director of the Department of Transportation and Infrastructure is charged with the management and control of public improvement projects. It is the City's expectation that this RFQ and selection process will result in the selection of an operator to be retained in a professional capacity for the development and execution of the anticipated services described herein.

This RFQ solicitation is issued by the Executive Director of the Department of Transportation and Infrastructure pursuant to the authority vested in the Manager by the Charter of the City and County of Denver. As its best interests may appear, the Manager of the Department of Transportation and Infrastructure reserves the right to terminate, modify or suspend the process, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities in any submission.

This Project will be administered by: Department of Transportation and Infrastructure

The DOTI PM is the City representative authorized to administer the agreement contemplated hereunder and directs and approves all services provided and work performed hereunder.

The Proposer shall be directed by the DOTI PM and work closely with DOTI, City regulatory agencies, and other regulatory agencies throughout the Project duration. The DOTI PM shall have the right to reject inaccurate or substandard work and cause such rejected work to be satisfactorily corrected without additional cost to the City.

D. Colorado Open Records Act

Documents submitted pursuant to this RFQ will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

E. Submission Ownership Use and Rights

The City reserves the option of retaining any or all the materials and drawings submitted by the Proposers to this RFQ. Any unique or exclusive concepts or features represented in the submission documents shall remain the property of the author. They may not be used by the City or other parties, without the further agreement of, and compensation to, the authoring party.

F. RFQ Administration

The Director hereby designates Katie Ragland, Department of Transportation and Infrastructure Contract Administration, to serve in the capacity of administrator for this selection process and will be responsible for coordination of the procedures and rules specified in this RFQ, managing this process and all other matters related to this process. In conducting the process in a fair and equitable manner, the administrator will serve as the primary intermediary between the Proposers, the City, and the members of the Selection Committee. All inquiries and questions regarding this RFQ shall be directed to Katie Ragland in the Department of Transportation and Infrastructure in writing via email at PW.Procurement@denvergov.org. Any applicant who

contacts any member of the Selection Committee, as designated below, other than the designated contact from the date of issuance of the RFQ and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the City's sole discretion.

G. Addenda and Pre-Submittal Meeting

As the City may require, addenda may be issued to supplement this RFQ. To receive notifications regarding this procurement, all Proposers must email Katie Ragland at PW.Procurement@denvergov.org to be added to the notification list. All Proposers added to the notification list will be provided with additional information regarding the scheduled Pre-Submittal Meeting held via Skype on Wednesday, March 25, 2020. It shall be conclusively presumed that the Proposer did, before submitting a response to the RFQ, read all addenda, posted decisions, and other items relevant to the RFQ.

H. Verification of Information

Proposers are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, Proposers are urged to carefully review all information provided to ensure the clarity, accuracy and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

I. Diversity and Inclusiveness in City Solicitations

Effective January 4, 2016, the method in which the City collects Diversity and Inclusiveness data has changed from a physical form to a link where all prospective Proposers must enter required information. Each Proposer shall, **as a condition of responsiveness to this solicitation**, complete and submit via the link below, their response to the "Diversity and Inclusiveness in City Solicitations Information Request Form" and include a copy of the completed form with submittal as indicated in the Submittal Requirements section. <https://fs7.formsite.com/CCDenver/form161/index.html>

The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of its employees, managers, or business partners to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

Executive Order 101 is available for review at www.denvergov.org/content/denvergov/en/executive-orders.html.

J. Insurance Requirements

The selected Proposer, and all subcontract firms performing work or providing services under this agreement will be required to strictly comply with the Insurance and Indemnification requirements set forth in the *Sample License Agreement (Attachment 3)* and to obtain insurance coverage in the amounts and under the terms and conditions specified therein. Proposers shall be required to submit in their Letter of Transmittal a statement acknowledging their willingness to comply with the insurance requirements, as stated in the *Sample License Agreement* and *Sample ACORD (Attachment 4)*.

K. No Discrimination in Employment:

In connection with the performance of work under this contract, the Proposer may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Proposer shall insert the foregoing provision in all subcontracts.

L. Applicable Laws:

This selection process and the performance of any selected Proposer shall be subject to, governed by and construed in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, written policies and Executive Orders of the City and County of Denver, as the same may be amended from time to time.

SECTION 4 – SUBMITTAL REQUIREMENTS

A. City Selection Committee

The Selection Committee is charged with the responsibility of reviewing and evaluating all responsive submittals and other information received in accordance with the requirements of this RFQ, later directives from the City, and the official advertisement. In assessing the strengths and weaknesses of each Proposer, the Selection Committee may, at its discretion, request clarification of any response to this RFQ or other issue that may arise during the selection process. The City reserves the right to include or allow the Selection Committee to consult with any additional, non-voting “commentators” during the selection process.

The Selection Committee for this Project is comprised of:

David Burton	ROWE	Parking & Speed Enforcement Supervisor
Ryan McCann	Curbside Parking & Management	Program Manager
Cindy Patton	Transportation Operations	Director of Transportation Operations
Stephen Rijo	PDA Transit & Corridors	Senior City Planner
Nicholas Williams	Project Manager	Deputy Chief of Staff
Marsha Nelson*	OCBE	Equity and Inclusion Program Manager

*Non-voting member

The City reserves the right to replace members of the Selection Committee without notice as needed, in the City’s sole discretion.

B. Selection Process Overview

Each Proposer must comply with the submission requirements as outlined below. Proposals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that Proposer or the Proposer’s response by the City.

1. The selection process for Shared Micromobility will proceed under the oversight and direction of the DOTI PM in accordance with the following Phases:
 - **Phase I:** Submission of Statement of Qualifications and all applicable forms and contract review comments (forms do not count toward page limit totals).
 - **Phase II:** Oral Interview/Presentation.
2. In making the selections under this RFQ, the City and the Selection Committee will focus on the submittals, the applicant’s general qualifications, technical capacity, experience using shared

micromobility, as well as other criteria listed below. If any firms are selected to participate in the oral interview process, those firms will receive additional information prior to the oral interview.

3. As provided for in the RFQ documents, selected Proposers, as screened by a City Selection Committee, may be invited to participate in the Oral Presentation (Phase II). The Selection Committee will make the final selection and recommendations for interviews following a comprehensive RFQ evaluation process.
4. At any stage, the City reserves the right to terminate, suspend, or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities, or omissions in submittals, all as the best interests of the City may appear.

C. Evaluation Criteria

The Selection Committee will evaluate and rate all RFQ proposals based on the Evaluation Criteria outlined below.

1. **How well did Proposer communicate an understanding of the requested scope of services and demonstrate an ability to meet scope of services? (5 points)**
2. **Value and impact of free or subsidized micromobility service for Denver residents. (13 points)**
3. **Technical Criteria (14 points):**
 - a. Technical Capacity
 - b. Experience and Expertise Operating Shared Micromobility by the Proposer and any sub-contractors.
 - c. Feedback from references.
4. **Proposer's financial capacity, stability and solvency through the term of the contract. (7 points)**
5. **Proposed Operations including (20 points):**
 - a. Proposed local operations
 - b. Parking/rebalancing plan
 - c. Program management
 - d. Maintenance and repair schedules, documentation
 - e. End-of-life and disposal practices
6. **Proposer's capacity to quickly deploy a large-scale shared micromobility system in Denver upon execution of a license agreement. (5 points)**
7. **Proposer's ability to provide state-of-the art shared micromobility system throughout the entire term of the license agreement, including but not limited to: (10 points)**
 - a. Vehicles/associated hardware (e.g. charging and parking infrastructure, kiosks, etc.)
 - b. User interface
 - c. Interoperability with other transportation systems
8. **Proposer's proposed approach to customer service (4 points)**
9. **Proposer's Marketing and Public Engagement Plan (10 points)**
10. **Capacity Building (10 points):** Value of Prime Contract capacity currently under contract with the City. One-point reduction for every \$500,000, or fraction, thereof, of contracted spending authorization that the City has with the Proposer on DOTI contracts in effect at time of submittal.
11. **Diversity and Inclusiveness (2 points):** Demonstrated commitment to Diversity and Inclusiveness
12. **Diversity and Inclusiveness (Responsive or Non-responsive):** Team provides a receipt, or a copy of the form generated by completing the "Diversity and Inclusiveness in City Solicitations Information Request Form" at the link provided above.

D. Submittals (Phase I)

Proposers shall submit two hard copies and one USB drive of their completed RFQ response containing a PDF of the entire proposal. Submittals must be limited to the following:

- Pages are to be numbered in sequence and font size will be at least 11 pt.

- Tabs shall be labeled for easy reference.
- Graphics or charts that would not present well on 8½” x 11” size paper may be presented on 11” x 17” size paper.
- Submittals shall not exceed 35 single-sided pages in length. This page limit is not affected by cover pages, comments relating to the Sample License Agreement, or any other required forms.

Some requested information may overlap; it is at the Proposer’s discretion how their information will best be organized and presented among the tab sections. Submittals shall use the following tabulation and numbering:

Tab 1 Introduction *(The contents of this tab do not count toward overall page limit)*

1. Cover Letter: An overall introduction to the proposal is required, including a statement of the Proposer’s understanding of the needs of the City and a brief narrative highlighting the Firm’s proposal and why it is a desirable business partner for the City. The introduction must indicate 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 address, and email addresses. Also, clearly indicate who will be the *single point-of-contact* and provide their phone number and email address.
2. Include an affirmative statement indicating willingness to strictly comply with the Insurance and Indemnification requirements set forth in the Sample License Agreement.
3. Proposer shall include a copy of the Diversity and Inclusiveness form indicating successful completion and submittal of this required form. (Responsive/Non-Responsive)
4. Description of Proposer’s Business:
 - a. Business organization type (corporation, partnership, LLC, non-for profit, for- profit, etc.)
 - If the business organization is a corporation, the Proposer must provide the date and state of incorporation and the name(s) and professional address(es) of those authorized to negotiate for the Proposer.
 - If a partnership, provide the date, type of partnership, and list each general partner owning more than five (5) percent of the partnership.
 - If a joint venture, provide the date of organization and the location where the agreement is recorded, and the names, addresses, and percentages of ownership.
 - b. Proposer shall provide evidence via a Certificate of Good Standing that it is authorized to engage in business transactions in the State of Colorado or provide assurance that it will obtain such authority upon award, also confirm registration with System for Award Management (SAM) - <https://www.sam.gov/SAM/>.
 - c. Country and state of business formation
 - d. Number years in business
 - e. State the number of years that the Proposer has operated under its current name and any former names under which the Proposer has operated, and the years those names were used
 - f. The primary mission of the business

Tab 2 Team Qualifications and Key Personnel – Firm

1. Team Description: Concise description of the core business of the Proposer and any subcontractors.
 - a. List the total number of employees employed by Proposer, identifying number of part-time and full-time employees
 - b. Provide resumes for management team
2. Previous Experience: Description of the Proposers (and subcontractors if applicable) experience operating shared micromobility systems, including:
 - a. List of names and locations of all clients where Proposer performed assignments similar in scope and nature to those listed in this RFQ.

- b. Detailed profile of up to five (5) shared micromobility programs that the Proposer currently or previously operated. These should be selected based on relevance to the City and the objectives of this RFQ. Profiles should be no longer than one (1) page and include:
 - Client contact information.
 - Size of the system by number of micromobility vehicles/stations.
 - Brief description of ownership structure (e.g. municipality owned, privately owned system, etc.).
 - Brief description of contract structure (e.g. fixed fee, concession/franchise agreement, etc.).
 - Brief description of Equipment used, including the type of vehicles, docks, stations used and the name of the supplying Equipment vendor(s).
 - Number of years Proposer has operated the system and total length of the contract.
 - Description of Proposer's role in financing the program, including whether the program required any public contributions to support operations.
 - Value of annual payments to the municipality (if applicable), including (but not limited to) annual cash payment, in-kind contribution, and revenue share agreement.
- c. Discontinuation of Services: For any shared micromobility programs no longer operated by Proposer, please clarify the reason for the discontinuation of services or closure of the system.
- d. Summary of Qualifications: The Proposer should provide a concise statement describing experience as an operator or subcontractor in the following areas:
 - i. Technical experience successfully operating large urban shared micromobility programs.
 - ii. Experience with shared micromobility program marketing and community engagement, including experience with targeted marketing to groups underrepresented among shared micromobility users.
 - iii. Experience sustainably funding shared micromobility operations, including details on past financing strategies and outcomes.
 - iv. Experience that demonstrates stable and sustained operation of shared micromobility equipment, notably (if applicable) equipment proposed by the Proposer in this Proposal.
 - v. Previous experience integrating shared micromobility with transit.
3. At least five (5) references, preferably for work assignments that are similar in type, scope, size and/or value to the work sought by this RFQ and within the last five (5) years.
 - a. Name and title of reference
 - b. Name of company/agency
 - c. Company address
 - d. Email address and phone number for the individual contact person
4. Management Plan: The Proposer is asked to prepare a concise management plan that includes the following:
 - a. Team Structure: The Proposer should describe the team structure, including the role of any subcontractors and the reporting structure with the City. The Proposer should clearly indicate points-of-contact between City staff and the Proposer's team.

Tab 3 Technical Approach

1. Technical Approach Proposal including the following clearly labeled sections and content described below:
 - a. Operating Plan: The City recognizes there are several strategies for operating a successful shared micromobility program. Proposers are asked to prepare a concise Operating Plan that indicates their approach to performing the Scope of Services (**Attachment 1**). The Operating Plan should include the following components:
 - b. Propose a Service Level Agreement (SLA) that meets the maintenance and operating requirements outlined in **Attachment 1**.
 - c. Equipment Operations, Inspections, and Maintenance. In preparing this RFQ, the City focused on outlining operating outcomes instead of specific metrics and standards. Proposers should provide a list of service standards that achieve these outcomes in a feasible, effective, and efficient manner. Proposers at a minimum should outline the following in their Proposal:

- i. Confirm whether the Proposer can meet the requirements outlined in **Attachment 1**.
 - ii. Describe minimum frequency that equipment, including Vehicles and stations, will be inspected by program staff.
 - iii. Describe minimum frequency program staff will conduct preventative maintenance on Vehicles and equipment.
 - iv. Describe how Proposer plans to keep track of equipment and mitigate the risk of damage, loss, theft, and vandalism of Vehicles.
 - v. Outline the minimum number of full-time equivalent staff the Proposer will provide for maintenance and Vehicle inspections. How will the number of staff change as the system grows?
 - vi. Describe how the Proposer will ensure all City-owned shared micromobility equipment is maintained in a way that maximizes its useful life.
- d. Describe how the Proposer will ensure Vehicles and any associated infrastructure will be kept clean, including free of debris, trash, leaves, litter, and graffiti.
- e. Describe how the Proposer intends to meet demand at high-traffic shared micromobility locations and how they intend to meet rebalancing needs, including:
 - i. Describe the scale of the rebalancing operation in terms of staff, Vehicles, and peak hours of operation.
 - ii. Describe any alternative strategies the Proposer plans to implement to reduce capacity issues at peak hours.
- f. Describe how the Proposer plans to ensure an equitable quality of service across the program. Equity is an important goal for the City. While the Proposer 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 stations or neighborhoods. The Proposer should describe how they plan to ensure every Docking Station or Parking Area in the system achieves consistent standards for Vehicle availability and condition of equipment:
 - i. Propose Service Level Agreements to ensure the entire system achieves a minimum availability of Vehicles and open docks.
 - ii. Outline strategies the Proposer would implement to guarantee a consistent level of service across the program.
- g. Describe how the Proposer plans enact an employee hiring plan with a goal of a workforce that reflects the socio-demographic diversity of Denver and promote workforce development as part of its hiring and training strategy.
- h. Describe a strategy for management of batteries on electric-assist bicycles and scooters, including:
 - i. Strategy for ensuring batteries are charged.
 - ii. Strategies for monitoring battery levels and conducting necessary maintenance.
- i. Describe how the Proposer will reduce barriers to using shared micromobility for low-income users, notably barriers related to credit card, bank account, and smartphone access.
- j. Describe the Proposer's capacity to conduct the any station siting, permitting, relocation, removal, and reconfiguration outlined in "Docking Stations/Parking Infrastructure" section of the Scope of Services (**Attachment 1**).
- k. Describe the Proposer's approach to data collection, data sharing, and reporting:
 - i. How does the Proposer intend to conduct the Member Survey outlined in in the "End User Survey" of the Scope of Services?
 - ii. What format and method will the Proposer share system data and monthly reports with the City?
 - iii. What data will the Proposer share with the public and in what format?
- l. Describe any approaches to customer service, including:
 - i. Describe staffing strategy, including location and availability of customer service staff.
 - ii. Describe whether any other forms of communication will be utilized beyond phone and email.

- m. Describe system oversight strategy, specifically the Proposer's approach to ensuring clear lines of communication between Licensed Operator and the City.
- n. The Proposer should provide an estimate of its annual costs to operate the system for the first year of operation under this Proposal. Please note whether this information should be considered confidential or proprietary. Provide information on the following general categories:
 - i. Personnel
 - ii. Facilities
 - iii. Vehicles
 - iv. Maintenance, Equipment, Supplies, etc.
 - v. IT & Software
 - vi. Professional Services & Insurance
 - vii. Other
- 2. Project Schedule: The Proposer is asked to prepare a schedule that outlines the following:
 - a. A schedule for the necessary acquisition of operating facilities and equipment and hiring of program staff.
 - b. Milestones for the introduction of new technology and the acquisition of funding partners.

Tab 4 Expansion Plan and Technology Plan

- 1. Expansion Plan: Licensed Operator's cost and revenue will likely be tied to the size of the system. The City would like Proposers to outline what restrictions and requirements they will place on program expansion, including:
 - a. Provide a schedule showing the minimum and the maximum number of vehicle types and stations the Proposer is proposing to operate by contract year. The quantities of Vehicles should be scalable to reflect whether the city contracts with one or multiple operators as a result of this RFQ.
 - b. Outline any restriction on the geographic extent of the system in future years. If the City chooses to fund additional Docking Stations or Parking Areas, the Proposer should identify where any restrictions may be placed and why.
 - c. Outline any other restrictions the Proposer will place on the City in terms of site planning, spacing, and types of equipment.
 - d. Describe any ways the Proposer will help the City achieve its goals for the growth and expansion of the shared micromobility program.
- 2. Technology Plan: The Proposer is asked to detail its plan to meet the requirement outlined in the Scope of Services. The Technology Plan should include the following information:
 - a. Proposers should indicate the shared micromobility equipment they plan to operate as part of this license agreement, including:
 - i. Vendor Name(s)
 - ii. Basic description of the technical characteristics of Vehicles and Docking Stations/Parking Areas. Descriptions should indicate whether the Proposer plans to transition from one type of Vehicle to another during the term of the license agreement.
 - iii. Proposer's experience deploying proposed Vehicles in other systems.
 - b. Proposers should describe how the proposed technology meets the criteria outlined in the Scope of Services.
 - c. Proposers should outline their proposed solution for users to pay for and retrieve Vehicles, including the feasibility of integrating shared micromobility with existing transit fare payment tools.
 - d. The Proposer should describe any proposed integration with third-party trip-planning and mobility tools such as "Transit" app.
 - e. Proposers should provide additional information on proposed Vehicle vendors:
 - i. Number of years in business.

- ii. Track-record of providing reliable, stable, and high-quality shared micromobility equipment.
- iii. Whether Vehicles or Docking Stations and/or services are eligible to be paid for using federal funds, including (but not limited to) compliance with the Buy America Act.

Tab 5 Marketing and Community Engagement Plan

1. Marketing and Community Engagement Plan: Proposer should describe their approach to marketing and community engagement. The Marketing and Community Engagement Plan should include the following:
 - a. Describe how the Proposer plans to address equity concerns in their marketing and community engagement. Explain how the Proposer intends to reach a diverse and inclusive audience.
 - b. Explain how the Proposer plans to expand the ridership base of shared micromobility to new End Users. Identify potential sources of ridership and revenue the Proposer feels is underrepresented among the City's present shared micromobility ridership.

Tab 6 Financial Considerations

1. Financial Capacity: Each Proposer must prove its financial capacity, stability, and solvency and provide evidence of the following:
 - a. General statement of the Proposer's financial condition;
 - b. An accountant-prepared financial statement for the most recent fiscal year ended, prepared in accordance with generally accepted accounting principles consistently applied.
2. Financial Plan: The Financial Plan should include the following:
 - a. Proposers should outline a proposed membership and fee structure.
 - b. The Proposer should describe its proposed approach to generating ancillary revenue, including (but not limited to) revenue from sponsorships, advertising, and partnerships.
 - c. If the Proposer is relying in part on third-party investors to fund the program, they should provide detail on investors.
 - d. The Proposer should indicate for all revenue sources if these are anticipated or existing revenue streams.

Tab 7 Diversity and Inclusiveness *(The contents of this tab do not count toward overall page limit)*

Each Proposer shall, **as a condition of responsiveness to this solicitation**, complete and submit via the link below, their response to the "Diversity and Inclusiveness in City Solicitations Information Request Form" and include a copy of the completed form. <https://fs7.formsite.com/CCDenver/form161/index.html>

Tab 8 Comments to Sample Agreement and Modifications to Scope of Services *(The contents of this tab do not count toward overall page limit)*

Proposers shall review the *Sample License Agreement (Attachment 3)* and submit with their proposal, a list of all questions, issues, or modifications which the Proposer would like the City to review, address, and be negotiated with should they be selected as a top ranked proposer. The City shall assume that the Sample License Agreement has been thoroughly reviewed and discussed with legal counsel prior to preparation of any list of requested modifications. Please note, **Attachment 3** is a Sample License Agreement and, as such, is subject to revision or modification by the City at any time. The Proposer waives, and the City reserves the right not to consider, any concern or request for modification to the sample agreement not submitted in writing with submittals. The City reserves the right to modify any term or condition of this Sample License Agreement, and to add, delete or modify terms and conditions, as the City's interests may require, prior to execution of a final agreement.

Modifications to Scope of Services: The Proposer is asked to list any modifications/revisions to the minimum requirements outlined in the Scope of Services. Proposers are asked to reference the correct section for ease of review.

License Agreement Duration: For the purposes of this RFQ, Proposers must prepare and submit a Proposal for a five (5) year initial term outlined. However, Proposers have the option to propose an alternative term and/or additional renewal term(s). If an alternative term is proposed, the Proposer must state the reason(s) for the alternative term.

Disclosure of Restriction or Additional Terms: The Proposer is asked to include (if applicable) any restriction or terms placed on this Proposal that have not been disclosed elsewhere.

E. Oral Presentation/Interview (Phase II)

Short-listed firms will be invited to make an oral presentation to the Selection Committee, at a time and place to be determined by the City. The approximate date for the Oral Presentation/Interviews is indicated in the Tentative Selection Schedule. The Oral Presentation shall not exceed 40 minutes in length, followed by up to 20 minutes for questions by the Selection Committee.

Each Proposer shall be represented by at least one member of their firm as well as selected associates/staff of their choosing. Proposers are free to prepare their own agenda for the presentation. The presentation should demonstrate the proposed approach and understanding of the types of projects, as well as addressing how the Proposer will interface with the City, external agencies, and the internal project management team.

~ END OF RFQ ~

APPENDED MATERIAL

- Attachment 1 Scope of Work, Services & Program Financing
- Attachment 2 Opportunity Areas Map as outlined in the Definitions of Attachment 1
- Attachment 3 Sample License Agreement
- Attachment 4 Sample ACORD Certificate of Insurance

Attachment One

Scope of Work

The City seeks qualified firms to manage, operate, and expand a coordinated micro-mobility program for bikes, electric bicycles, and electric scooter vehicles in order to help the City meet its aggressive mobility goals for reduced single occupancy vehicle (SOV) use and increased multi-modal trip share. The City retains the right to modify the scope of this agreement to include other micromobility devices not specified here. This program will build upon 2018's Dockless Mobility Pilot Permit Program by offering expanded, high quality service; targeted marketing, equitable programming, and excellent customer service. The City encourages established and responsible business entities or partnerships to thoroughly review this document and to submit Proposals which will best achieve the City's desired outcomes by providing a high quality, reliable, affordable, flexible, safe, and healthy transportation option that gives the user access to the City and our diverse communities.

The goal of this program is to provide safe, coordinated and organized micromobility services to Denver residents and visitors, and a meaningful quantity of free and/or subsidized micromobility service to Denver residents to encourage SOV trip replacement.

Definitions:

- Base User Fee – Fee to gain access to proposed service.
- City – The City means the City and County of Denver government.
- Class 1 Electrical Assisted Bicycle – Class 1 Electrical Assisted Bicycle means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- Class 2 Electrical Assisted Bicycle - Class 2 Electrical Assisted Bicycle means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- Denver – Denver means the geographic regional encompassed by the political boundaries of the City and County of Denver.
- Department – Department refers to the Department of Transportation & Infrastructure (DOTI).
- Dockless – Dockless means an Electric Scooter, Class 1 or Class 2 Electrical Assisted Bicycle or other City-approved vehicle type that is part of a publicly-offered transportation system does not require a fixed apparatus for its receipt or return.
- Docking Station – A physical station that users return or check out shared micromobility devices; and includes powered and unpowered infrastructure.
- Dockless Unit or Unit – Dockless Unit or Unit means a singular Dockless Class 1 or Class 2 Electrical Assisted Bicycle, Dockless Electric Scooter or other City-approved vehicle type that is part of a publicly-offered transportation system.
- Electric Scooter – Electric Scooter means a device that weighs less than one hundred pounds with handlebars that is powered by an electric motor and that has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the electric motor. Electric Scooter does not include an electrical assisted bicycle, electrical personal assistive mobility device (EPAMD), motorcycle, or low-power scooter.
- End User – End User means a person who signs up to patronize a Licensed Operator(s)' fleet Vehicles for operation within Denver.
- Enforcement Official – Enforcement Official means a person employed by the City and charged by the Manager of DOTI with enforcing the ordinances contained in the Denver Revised Municipal Code (D.R.M.C.) and the Executive Director's Rules. "Enforcement Official" shall include any Denver police officer.

Attachment One

- Executive Director – Executive Director means the Executive Director of Denver Department of Transportation and Infrastructure.
- Executive Director’s Rules – Executive Director’s Rules means these rules and procedures established by the Executive Director promulgated pursuant to Chapter 54, to provide additional guidance and clarity on the administration of transportation mobility systems and services.
- Licensed Operator – Any person or entity licensed by the City, as a result of this RFQ to operate a city-wide fleet and service integrating on-board technology allowing an End User to utilize a Dockless Unit remotely from the public right of way throughout the day or night. The term includes any employee, agent or independent contractor hired by the Operator.
- Micromobility Vehicle – Micromobility Vehicle means a human or electric-powered vehicle that is allowed to be operated in a bicycle lane as defined in D.R.M.C. 54-1(7).
- Notice – Notice means a written communication such as a letter, e-mail, citation or civil penalty, warning or announcement. Written notice should be addressed to the Executive Director, Denver Department of Transportation & Infrastructure, 201 W Colfax, Dept. 608, Denver, CO 80202.
- Opportunity Area – Opportunity Area means select Denver Statistical Neighborhoods, made up of US Census Tracts, where a variety of indicators such as income, percentage minority groups, women led households, access to vehicles and other data points are aggregated to identify target investment locations. (see **Attachment 2** for specific locations—this map is subject to adjustment by the Manager as conditions warrant). Shapefile locations of specific areas will be provided to Licensed Operators.
- Parking Area – Parking Area means an area designated by the Executive Director within the public right-of way, typically delineated with traffic grade striping, paint or vertical elements, where Dockless Units are to be parked when not in active use.
- Restricted Area – Restricted Area means any part of the public right-of-way restricted by the Executive Director, for the placement or operation of Dockless Units.
- Shared Micromobility Service – Shared Micromobility Service means a shared-use fleet of small, fully or partially human powered vehicles such as bike, e-bike or e-scooters or other City-approved vehicle types.
- Vehicles – Vehicles means any vehicular unit operating as a part of the program resulting from this RFQ.

Scope of Services

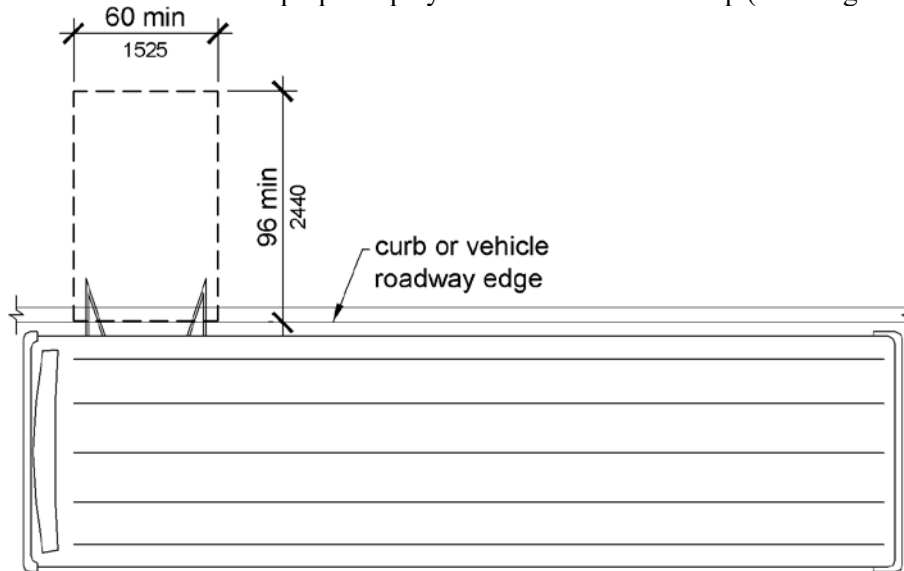
The City expects the successful proposer to meet the requirements listed below. If a Proposer is not intending to meet these base requirements, the proposal must clearly state that services proposed are not consistent with these requirements and an alternative is being offered with appropriate justifications for the change, as referenced in *Tab 8* Comments to Sample Agreement and Modifications to Scope of Services of the RFQ.

Dockless Unit Deployment and Parking Requirements:

1. 30% of the total vehicle fleet shall be deployed in Opportunity Areas at the time of the daily initial Dockless Unit deployment. A map of opportunity areas is shown in **Attachment 2**.
2. If a designated Parking Area is available at the transit and bus stop, the Dockless Unit must be parked inside that area.
3. Dockless Unit must be parked in a manner that allows clear passage in the right of way and does not impede ADA accessibility or the boarding or departure of transit users.
4. Property owned by the Regional Transportation District (the “RTD”) such as light rail stations are subject to rules set forth by the RTD.
5. Property and trails managed by Denver Parks and Recreation (“DPR”) are subject to rules and regulations set forth by DPR.
6. Dockless Units parked in the public right of way by End Users or Operators must adhere the following guidelines:

Attachment One

- a. Dockless Units shall not block the movements of pedestrians and always provide 5' clear width, with at least 8 feet of clear walkway required for all sidewalks on arterial streets.
- b. Dockless Units must be parked at least 1.5' from the back of curb/flowline.
 - i. At RTD flag poles, a minimum clear zone radius of 96" x 60" must be provided to allow for the proper deployment of an ADA lift ramp (see image below).



- c. Parked Dockless Units must preserve pedestrian sight triangles at intersections, alleys, and driveways as well as to bus/light rail operations at stops.
 - d. Dockless Units must be upright when parked.
 - e. Dockless Units shall not impede access to utilities (within 4 feet), or access from the street to the sidewalk.
 - f. Additional clear width may be required in high pedestrian areas, as determined by the Executive Director, or the Executive Director's designee.
7. Dockless Units may not be deployed within the boundaries of a City and County of Denver designated park or upon any trails owned, operated and maintained by DPR.
 - a. Dockless Units must be removed from parks and trails during curfew hours as designated by DPR.
 8. The selected operator will be required to provide the Department with the parking education content designed for End Users, as well as an outreach plan for regularly reinforcing that information.

Deployment Requirements:

Proposers should propose how to meet the following program objectives with a proposed total number of Vehicles and a breakdown of vehicle type. While the City is flexible on the total number of Vehicles permitted, the City will require a minimum 20% of all Vehicles deployed be bikes or e-bikes. The actual percentage may be higher but must remain at least 20% to ensure residents and visitors have access to bikes.

In addition, the City encourages the Proposer to meet the following:

1. Optimize Use of Equipment: To ensure the equipment is being well-used and that Vehicles are available across the system, the program should conduct regular audits and relocate Vehicles based on changing demand. In addition, the system should be built such that there is no overcrowding of Vehicles in highly-desirable areas (E.g. Union Station) or on single block faces. The selected operator is expected to conduct ongoing rebalancing efforts.
2. Maintain a State of Good Repair: The Proposer should outline a plan for maintaining, rehabbing, and replacing Vehicles and associated infrastructure.

Attachment One

3. **Maintain Service Levels:** The Licensed Operator must meet the operation guidelines outlined in the Scope of Services.
4. **Maintain the public's right of way:** Micromobility should not impede the safety and accessibility for pedestrians and those who use mobility devices such as wheelchairs. The Proposer should outline a plan for keeping the public's right of way (e.g., sidewalks and trails) free and clear of Dockless Units that do not comply with the deployment and parking requirements defined above, in the "Dockless Unit Deployment and Parking Requirements" section of this RFQ.
5. **Providing a meaningful number of free passes or rides to residents:** In 2019, the City purchased 5,280 free annual B-cycle passes for residents. Continuing this tradition, and ideally increasing either the number of free passes or providing a set number of free rides for each resident, is a priority for the City. Respondents should clearly state how many free and/or subsidized passes and/or rides they will provide each year, how they plan to attract new riders, and how they will use the free passes and/or rides to incite additional use of the system.
6. **Providing Equity in Service.** The service should strive for equity in its deployment, financial equity for unbanked individuals to access the service, equity for those under age 18, and equity in serving as many residents as possible, particularly those living within the Opportunity Areas identified in **Attachment 2**.

Use of Geofencing Technology:

1. The selected operator will be required to utilize geofencing technology to fully disable Vehicle propulsion or reduce speed to 3 mph and prevent users from completing a ride:
 - a. Within the 16th Street Pedestrian and Transit Mall right-of-way from Broadway to Wynkoop and building face to building face.
 - b. At Denver Union Station (hardscape area behind the curb to the building face of Denver Union Station between 16th St. and 18th St.)
 - c. At Coors Field (Blake St. between 20th St. and 22nd St., and 17th St. between Blake St. and Market St.). This requirement is only in effect two hours prior and one hour after scheduled Colorado Rockies home games, including post-season playoff games, or the World Series.
2. The selected operator will be required to establish additional geofenced restricted areas upon seven (7) days' written notice from the Department.
3. The selected operator will be required to establish additional educational geofenced areas for specific parts of Denver that may need additional direction (i.e. higher volume areas, large concentrations of pedestrians, etc.)
4. The selected operator will be required to include an in-app explanation of geofencing to users that includes both area designations and implications of entering a restricted area.

Safety:

1. The selected operator's Electric Scooter Dockless Units shall be incapable of reaching a top speed greater than 15 mph. Speed limits will be re-evaluated on a quarterly basis. The Department reserves the right to revise the speed limit based on collision and injury data.
2. The selected Operator's electrical-assisted bicycles must comply with the definitions of Class 1 and/or Class 2 Electrical Assisted Bicycles as defined in "Definitions" section.
3. Vehicles shall have visible language that notifies the End User that:
 - a. End Users **MUST** obey stop signs, traffic signs and lights and ride sober.
 - b. End Users must stay in bike lanes or on the road at all times unless parking.
 - c. End Users shall ride with the direction of traffic.
 - d. End Users should look, signal and announce themselves before making turns or passing pedestrians, bicyclists or other right-of-way users and shall yield to pedestrians.
 - e. End Users should wear a helmet and be aware of traffic, parked cars and road hazards.
 - f. End Users should inspect Vehicles before riding.

Attachment One

- g. End Users must park Vehicles so that they do not impact people walking, in wheelchairs or with strollers.
 - h. It is unlawful for electric scooters to ride on the 16th Street Mall.
 - i. Riding on the Union Station Plaza is not permitted.
4. Every Vehicle must:
 - a. Have a lamp on the front that emits a white light visible from a distance of at least five hundred (500) feet to the front when in use during dusk to dawn.
 - b. Have a red reflector of a type approved by the Department, that is visible for six hundred (600) feet to the rear when directly in front of lawful lower beams of head lamps on a motor Vehicle when in use during dusk to dawn.
 - c. Have reflective material of sufficient size and reflectivity to be visible from both sides for six hundred (600) feet when directly in front of lawful lower beams or head lamps on a motor Vehicle or, in lieu of such reflective material, have a lighted lamp visible from both sides from a distance of at least five hundred (500) feet when in use during dusk to dawn.
 - d. Have an identification number placed on the front of the Vehicle with a unique number in a font size no smaller than 100pt.
 - e. Vehicles may be equipped with lights or reflectors in addition to those required in this section.
5. The selected operator must be capable of quickly identifying and addressing safety and maintenance issues with one or more of its Vehicles, including a mechanism for customers to notify the company that there is a safety or maintenance concern with the Vehicle.
6. The selected operator must have the capability to remotely lock Vehicles that are reported or believed to be inoperable, until the Vehicles are removed, repaired and placed back into public service.

Bicycle Requirements:

The City is interested in proposals that include the option to utilize a variety of bicycle types, including traditional self-powered bicycles and electric-assist bicycles. Pedal powered, or electric-assist vehicles are defined by the Colorado Revised Statutes Title 42-1-102. Proposers are free to propose the types of bicycles they feel are appropriate for the system provided that they meet current federal or state statutes for safety and design. Examples of such standards include, but are not strictly limited to:

- C.F.R. § 1512
- 15 U.S.C. § 2085
- ISO Standard 43.150

Docking Stations/Parking Infrastructure:

The City encourages Proposers to propose a variety of docking strategies and Docking Station designs. Proposed infrastructure should meet the following requirements:

1. Docking Stations should be geofenced, clearly marked and designed so that Vehicles are contained within the Docking Station footprint in an orderly fashion. The City will not permit Vehicles to block the public right-of-way.
2. All Docking Stations should include a panel with information about the system, including usage instructions.
3. The City would like to have kiosks where riders can purchase or redeem, but would consider “kiosk-less” stations in locations where proximity to nearby infrastructure, ridership patterns, and usage patterns obviate the need for a kiosk.
4. Physical Docking Stations are encouraged, but Proposers can propose solutions that allow riders to lock up a bicycle during their rental or at a station that is ‘virtual’.

Attachment One

5. Docking Station locations are encouraged to take advantage of existing b-cycle station locations where applicable as they often are located near bike routes, have electrical conduit, and b-cycle users are familiar with their locations.
6. Licensed Operator will be responsible for all proper permitting for any infrastructure placed in the public right-of-way.

Vehicle Service:

1. Licensed Operator will be solely responsible for maintaining and operating the Vehicles at its own cost.
2. Licensed Operator is responsible for ensuring that all Vehicles are mechanically compliant and safe, have a high level of charge (if applicable), are rebalanced where needed, and that trash, debris, and graffiti are removed from Vehicles and any associated infrastructure.
3. The Licensed Operator will be responsible for conducting routine inspections and maintenance to ensure their Vehicles are in good working order and deployed for End Users to ride.
 - a. The City expects that 95% of deployed Vehicles are in working order.
 - b. Good working order for bicycles and scooters will be determined based on randomized surveying of equipment and is defined as meeting all of the following:
 - i. The drivetrain is smooth and properly lubricated.
 - ii. Tires are properly inflated and free of defects.
 - iii. Steering is straight and true.
 - iv. Brakes are fully functional.
 - v. For bicycles, the saddle is properly functioning and free of tears.
 - vi. If the bicycles have shifters, they are properly functioning and allow End Users to easily change gears.
 - vii. Both front and rear lights are fully functional during use.
 - viii. For bicycles, the fenders, basket, and bell are attached and functioning as intended.
 - ix. Advertisements, stickers, and labels are in good condition and replaced as needed.
 - x. All on-device electronic equipment is properly functioning such as RFID readers, GPS, locking mechanisms, alarms, etc.
 - xi. For electronic propulsion devices, the battery and motor are in working order.
4. Licensed Operator will ensure all Docking Stations, and/or parking areas are in good working order:
 - a. All issues should be remedied within 24-hours of discovery. The City must be notified of any issues that cannot be resolved within 24-hours.
 - b. Good working order for Docking Stations and/or parking areas is defined as:
 - i. End Users are able to park and retrieve Vehicles as intended.
 - ii. Free of graffiti and vandalism.
 - iii. All decals, advertising panels, stickers, and signs are visible and in good condition.
 - iv. All Docking Stations or kiosks are properly functioning (if applicable).
 - v. All locking mechanisms are properly functioning.
 - vi. Free of debris and trash.
5. The City will provide Licensed Operator with GIS layers indicating where the Vehicles can be operated and parked and where they cannot, as well as where they will have to be slowed down either by the End User or Licensed Operator.
6. Licensed Operator shall maintain an accurate and up-to-date inventory of all equipment.
7. The Licensed Operator shall have a customer service phone number, website, and smart phone application customer interface that are available (24) twenty-four hours a day, (7) seven days a week for customers to report safety concerns, complaints or ask questions.
 - a. The customer service center must be capable of accepting calls that are rerouted from existing City customer services centers.
 - b. The customer service contact information must be visible on each deployed Vehicle.

Attachment One

- c. Staff should be available who speak fluently in Spanish. Additional language fluency will be viewed favorably.
 - d. Hold wait times should not exceed sixty (60) seconds for more than 20% of Customer Service Calls.
 - e. Email and/or phone, text/SMS response times should not exceed 24 hours.
 - f. Licensed Operator will be responsible for creating, producing, and distributing any collateral needed to fulfill membership.
8. Licensed Operator(s) shall comply with all local, state and federal workplace safety and wage requirements.
9. The Licensed Operator shall provide City program staff with direct contact information for Licensed Operator staff responsible for rebalancing units.
10. The Licensed Operator shall be responsible for implementing and submitting to the Executive Director a maintenance, cleaning, repair and waste management plan for approval. This plan shall address ongoing maintenance of Vehicles, routine cleaning and repair as well as a strategy for responsible disposal of Vehicles that are no longer capable of service.
11. The Licensed Operator shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
12. The Licensed Operator must provide the Department with a current point of contact (name, email address, physical address and phone number) for all law enforcement inquiries prior to launching of Vehicles. If the point of contact changes, Licensed Operators are required to update the Department of the new point of contact information within five (5) business days.
13. Licensed Operator is required to cooperate with law enforcement inquiries within a reasonable amount of time. Cooperation with law enforcement includes responding to general informational inquiries concerning company processes for interacting with law enforcement such as subpoena and warrant service and returns, contacts for impounded Vehicles, responsible parties within the Licensed Operator's organization, etc.
14. The City will assume no liability for loss, stolen or damage to Licensed Operator's Vehicles or other property. The City will not be responsible for providing security at any location where Licensed Operator's Vehicles are stored, parked or otherwise located, and Licensed Operator must waive any claim against the City in the event its Vehicles or other property are lost, stolen or damaged.

Docking Station Installation, Relocation, Removal and Reconfiguration:

1. Licensed Operator will be responsible for any station installation, including initial installation, relocation, removal, reconfiguration, and electrical connections.
2. The City reserves the right to require a station be relocated, removed, or reconfigured.
3. Licensed Operator will be responsible for conducting siting, permitting, and licensing of all physical infrastructure, including stations, racks, or pavement markings.

End User Survey:

Licensed Operator shall conduct an annual survey of members that tracks satisfaction with the program, areas for improvement, mode substitution, and metrics related to brand and sponsor awareness.

1. Licensed Operator will survey End Users when they purchase or renew their membership on select socio-economic characteristics, reasons for joining, and mobility behavior.
2. All survey data will be made available to the Department/DOTI/City & County of Denver and its partners without restriction.
3. Licensed Operator will produce an annual report detailing survey results and other metrics related to citywide goals.

Website, Mobile App and Interoperability:

Attachment One

Licensed Operator must maintain a website and mobile app for the program. At a minimum, the website will include information about how the system works, payment options and costs, map of device locations/stations, real-time availability of devices, and contact information for customer service. Information on the website should be available in English and Spanish. The system should provide data on the system in real-time through an Application Program Interface (“API”) utilizing the General Bikeshare Feed (GBSF) specification. Any mobile app must be available for phones operating iOS and Android operating systems.

Licensed Operator will also be required to integrate into the RTD application for ride-planning purposes.

Privacy, Data Reporting and Sharing:

1. Licensed Operator shall be responsible for implementing and submitting to the Executive Director a privacy policy that safeguards End Users’ information, including personal, financial, and travel information.
2. Raw data supplied by Licensed Operator shall be kept confidentially between the City or its proxy and the Licensed Operator to the extent permitted by law. However, summaries, program utilization data, and trend data may be made public. Notwithstanding the foregoing, such confidentially kept information may be required to be disclosed in a judicial or administrative proceeding, or by law or regulation, including but not limited to the Colorado Open Records Act, § 24-72-201 et seq., C.R.S. (“CORA”)
3. End Users’ personally identifiable information collected by the Licensed Operator, shall not be transmitted to, processed or stored at a destination outside of the United States.
4. Licensed Operator shall provide the Executive Director or Executive Director’s designated proxy, with real time and historical information for its entire fleet through a documented web-based application programming interface (API). Licensed Operator is directly responsible for providing the API key to the Executive Director 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 Executive Director-authorized specifications, in a manner that protects individual End User privacy.
5. Licensed Operator shall provide a publicly accessible API that meets the requirements of the GBFS (<https://github.com/NABSA/gbfs>). Licensed Operator may not change the API URL without notifying the Department with at least 30 days’ notice. Licensed Operator is required to make the API endpoint available for public consumption. This public feed is intended to be separate from that required in subsection 4 of this section.
6. The City is permitted to use all data the Licensed Operator 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.
7. Licensed Operator shall not require End Users to grant location services to use the Licensed Operator’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 Licensed Operator’s Vehicle.
8. Licensed Operator shall not require End Users to share their private data with 3rd parties in order to use Licensed Operator’s Vehicle.
9. Licensed Operator 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.
10. Licensed Operator shall provide the Executive Director 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 Licensed Operator’s website and app and agrees to provide all End Users and the Executive Director any changes to the terms of service immediately upon adoption.

Attachment One

11. Utilizing a “real-time” online dashboard, Licensed Operator shall provide a report that includes the following:
 - a. Utilization rates
 - b. Total downloads of web application, active End Users, and repeat End Users
 - c. Total trips by day of week, time of day including trips per Vehicle
 - d. Origins, destinations depicted in graphical and table format by month
 - e. Average trip distance
 - f. Average trip speed
 - g. Trips originating or ending in Opportunity Areas
 - h. Summarized incidents of theft and vandalism
 - i. Vehicle maintenance and disposal reports
 - j. Complaint history report including the number of complaints, the nature of the complaints, and the time it took to remedy each complaint
 - k. Number of End Users participating in discount programs, by program type (if applicable)
 - l. Collision history report including the number, severity, location and time of crash, in a format as determined by the Executive Director.
 - m. Payment methods

Responsibility of Licensed Operator:

1. Licensed Operator must provide the Department with a sales tax license issued by the City & County of Denver Department of Excise and Licenses.
2. Licensed Operator shall defend and hold harmless the City, its officers, agents, and employees from all claims for personal injury or property damage, including attorney fees and costs defending any actions or suits, including any appeals, which may result from the licensed activity.

Other:

1. Licensed Operator is required to provide a free helmet to End Users upon request within 20 business days of the request.
2. Licensed Operator shall cooperate with Department requests to suspend or alter service and remove Vehicles from public space during extreme weather events, emergency repairs or special events. Failure to do so may result in the City impounding Vehicles at Licensed Operator's expense.
3. Prior to deploying Vehicles, but no later than thirty (30) calendar days after executing a license agreement, Licensed Operator shall file an operational plan with the Department. Operational plans shall include, at a minimum:
 - a. Hours and days of operation, and any limitations thereon.
 - b. Communication methods for educating End Users about safe operations and proper parking.
 - c. Procedures for ensuring that the vehicle fleet is safe for use and well-maintained.
 - d. Procedures for responding to extreme weather events and special events.
 - e. Procedures for responding to complaints.
4. Licensed Operator shall not advertise or publish the Department's or the City's participation in or endorsement of the program in Licensed Operator's marketing or promotional materials without the prior written consent of the Department or the City, respectively.
5. Licensed Operator must notify the Department of any change of vehicle type no less than seven (7) business days prior to deployment.
6. Licensed Operator must provide at least 90 days' prior written notice before ceasing or materially reducing operations if prior to the expiration date of its license agreement.
7. Licensed Operator must participate in regular meetings with Department staff during the license agreement contractual period. During the initial 90-day period of the license agreement, these meetings may be required as frequently as once per week, at the request of the Department.

Attachment One

Program Financing

There are several potential sources of revenue that this system can collect to offset capital and operating expenses. Licensed Operator is expected to be self-sufficient in operating the micromobility program and will be responsible for raising the necessary funds to operate the system through End User fees and ancillary revenue.

End User Fees:

Licensed Operator will be the recipient of all End User fees, including subscription and usage fee revenue.

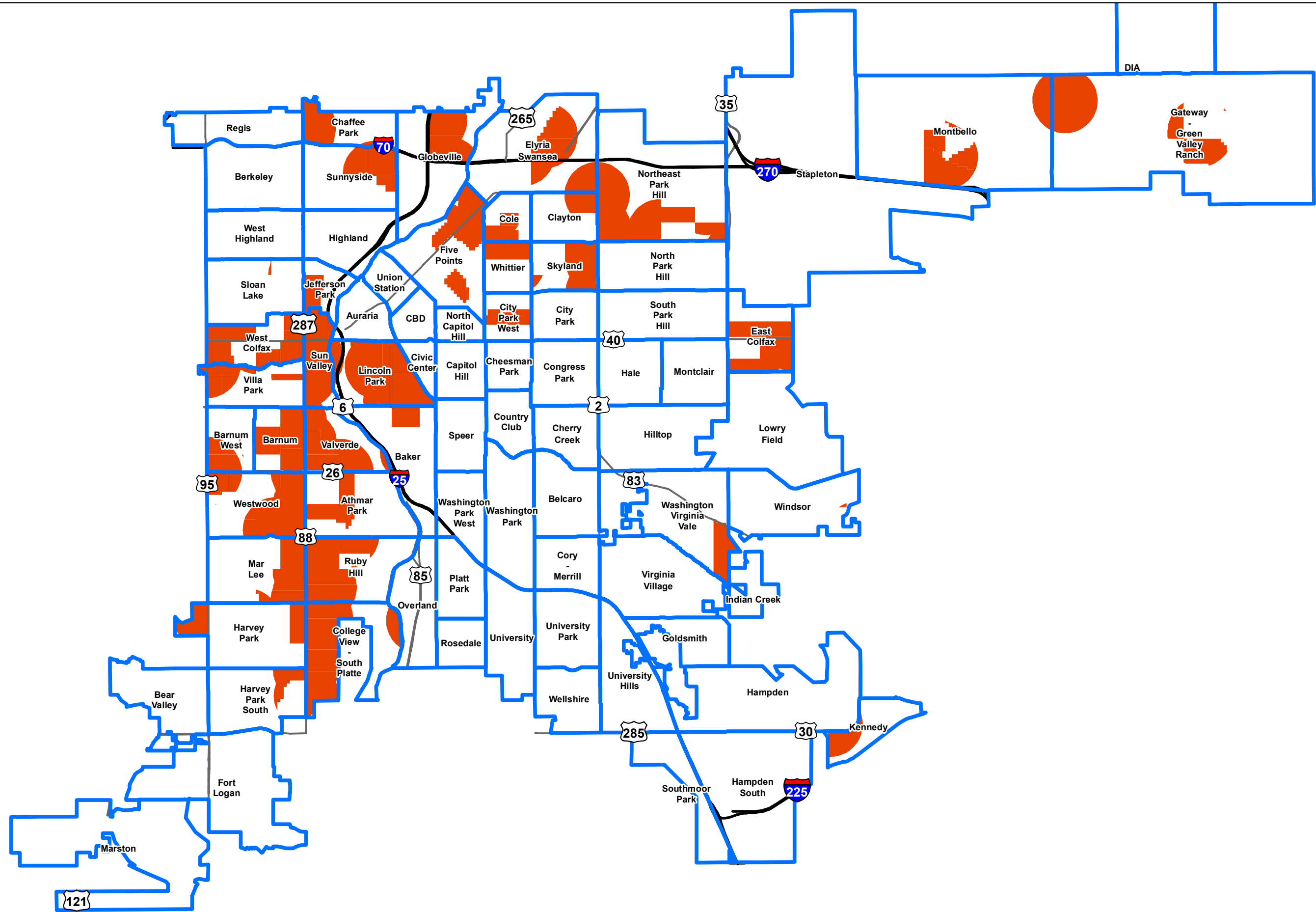
- a. Licensed Operator and the City will agree upon a schedule of End User fees that includes proposed pricing, fee structure, membership options, and End User restrictions (“End User Fee Schedule”). Licensed Operator must receive prior approval from the City to make any changes to the End User Fee Schedule.
- b. Licensed Operator is free to introduce additional membership options, discounts, and promotions that do not conflict with the End User Fee Schedule. The City reserves rights to reject fees that conflict with the End User Fee Schedule or the values of the program.

Title Sponsorship:

Licensed Operator is allowed to solicit and procure a title sponsor, approved by the City, which approval shall not be unreasonably withheld, to help fund operations, maintenance, and expansion of the program. The City has the right to refuse a company or organization if they are incongruent with City values.

Ancillary Revenue:

1. Licensed Operator is entitled to pursue ancillary revenue, including (but not limited to):
 - a. Sale of advertising on Docking Stations and Vehicles.
 - b. Additional sponsorships for Docking Stations and Vehicles.
 - c. Partnership agreements.
2. Any ancillary revenue shall not conflict with existing City agreements, laws, or regulations and shall not violate any other components of this scope of services.

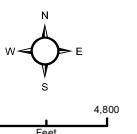


 Neighborhood Boundaries

Dockless Vehicle Opportunity Areas



City and County of Denver Disclaimer: The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR A PARTICULAR USE. NOT FOR ENGINEERING PURPOSES.



Attachment Three

SAMPLE LICENSE AGREEMENT

([INSERT REFERENCE TO PROJECT/LOCATION])

This **LICENSE** (this “License”) is made and given, as of the date set forth on the City’s signature page below (the “Effective Date”), by the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation (the “City”), to _____, a _____ (the “Licensee”).

RECITALS

- A. Licensee owns property it wishes to locate and offer for hire within the right-of way in the City and County Denver, State of Colorado, as more particularly described on Exhibit A attached hereto (the “Licensee’s Property”).
- B. The City and Licensee now wish to provide for the use of the Property by End Users within the geographical boundaries of the City and County of Denver as part of a citywide micro-mobility program encouraging alternative forms of transportation as part of the Mayor’s Vision Zero campaign.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Licensee and the City do hereby promise and agree as follows:

- 1. **GRANT.** As of the Effective Date, the City hereby grants to Licensee a non-exclusive license to use and occupy the right-of-way, or portions of the right-of-way, for the following purposes (the “Work”):
 - A. Operation of shared micro-mobility services (including, at a minimum, scooters and bicycles/e-bicycles) under a branded, integrated platform. Operation includes the provision of vehicles, maintenance, and all associated operation of these vehicles.
 - B. Installation and maintenance of vehicle docking stations and any infrastructure associated with provision of micro-mobility service. Licensee will be responsible for all proper permitting for any infrastructure placed in the public right-of-way.

Licensee acknowledges and agrees that the exercise of the foregoing rights (referred to herein collectively as the “License Rights”) shall be in accordance with, and subject to, the terms and conditions set forth in this License. This License does not authorize Licensee to enter upon, or make any use of, any public property other than the right-of-way and for only those purposes identified as the License Rights.

- 2. **CITY RETAINED RIGHTS.** The City retains the right to use, occupy, enjoy, grant other interests, and in all other ways govern and control the right-of-way and any City owned land. Notwithstanding the foregoing, the City, acting through its Managers of Public Works and Parks and Recreation (the “Managers”) retains the right, at the Managers’ sole discretion, to require the Licensee’s Property to be removed from the right-of-way or any

Attachment Three

dedicated park and/or to relocate Licensee's Property at Licensee's sole cost and expense. The City retains the right to control, monitor, and establish procedures applicable to Licensee's use of the right-of-way. The City retains the right, at the Managers' sole discretion, to impose and require additional terms or conditions, including charging to Licensee costs or expenses incurred by the City, should Licensee fail to comply with this License. This License and the License Rights shall be considered personal to the Licensee named in this License and non-transferrable without the prior written consent of the Managers.

3. **COSTS.** Licensee shall be responsible for all costs and expenses associated with the installation, use, maintenance, repair, replacement, operation, removal, or relocation of the Licensee Property and the performance of its rights and obligations under this License. The City shall not be responsible for any costs or expenses associated with Licensee Property or this License.
4. **BASIC TERMS & CONDITIONS.**
 - A. Compliance with Laws. Licensee shall provide or obtain and maintain all notices, permits, licenses, consents, permissions, and approvals required by any governmental or quasi-governmental entity prior to commencing the Work or any activities in the right-of-way. Licensee hereby acknowledges that any and all activity on or about the right-of-way shall require Licensee to obtain in advance and comply with any and all permitting requirements for use of City right-of-way. Any required manifest, approval, license or permit shall be issued in Licensee's name. Licensee hereby acknowledges and agrees that it is bound by and shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and policies, and the terms and conditions set forth in the Plans and all other applicable plans, specifications, permits, permissions, consents, and approvals, including, without limitation, the Rules and Regulations for Encroachment Permits, in connection with the Work and any activity undertaken by or on behalf of Licensee in the right-of-way or on any other City-owned property.
 - B. No Property Interest. Nothing in this License creates or recognizes a property interest on the part of Licensee in or to the right-of-way or other City-owned land.
 - C. Revocation or Termination. The City, acting through its Managers, shall have the right, at the Managers' sole discretion, to revoke or terminate the License Rights and this License at any time for any reason. The Managers shall give Licensee a Notice of Revocation and Termination ("Notice"). If the reason for the Notice is for a curable violation of this License, upon receipt of such Notice, Licensee shall have 30 days, or such longer time as approved by the Managers, to cure the violation. If the reason for the Notice is not curable, Licensee shall have 90 days to remove Licensee Property and all its appurtenances from the right-of-way and restore the right-of-way as required herein.

Attachment Three

- D. City Representative. The Managers or their designee(s) (the “City Rep”) shall be Licensee’s contact for coordination of the Work of Licensee under this License. Licensee shall take all reasonable measures to keep the City Rep informed of the progress of the work and related activities, and any emergencies, in accordance with this License and to comply with the directions and requirements of the City Rep, including any order to suspend work or to cease and desist in any unauthorized activities. Except in the case of an emergency, at least 10 days prior to entering onto the right-of-way and performing any Work, Licensee shall provide written notice to the City Rep with evidence that all necessary permits, permissions, and approvals have been obtained and the dates for the start and completion of any Work. All Work shall be performed in accordance with a permits, permissions, and approvals and to the reasonable satisfaction of the City Rep.
- E. Licensee and its Contractors. All contractors, subcontractors, consultants, suppliers, laborers and agents retained to perform some portion of the Work or to undertake any activities on or about the right-of-way shall be regarded as being the “Licensee” under this License, shall be subject to the terms and conditions of this License, and shall be identified (by name, address, telephone number, and email address) in a prior written notice to the City Rep, and this contact list shall be updated as needed. At no time shall Licensee, its officials, employees, contractors, subcontractors, consultants, suppliers, laborers or agents be regarded as working for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City.
- F. Restoration. Licensee shall not damage, destroy or harm any improvements on or about the right-of-way or other City-owned land and shall promptly repair, replace or restore, to a condition similar to that which existed prior to the commencement of the Work, to the satisfaction of the City Rep, any improvements or other conditions damaged by Licensee as the result or in relation to the Work performed (the “Restoration”).
- G. Utilities. Licensee shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable, during the Work on or about the right-of-way and any other City-owned land. Licensee shall arrange for the timely and complete location of all utilities in accordance with law; shall take all necessary precautions to avoid damage to, or injury from, such utilities; and shall be liable for all damages resulting from any contact with or destruction of such utilities. The City Rep will provide, upon request, any drawings or other documents it may have regarding the existence of such utilities in the right-of-way or other City-owned land, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to Licensee.
- H. Licensee’s Personal Property. Licensee shall take reasonable measures to secure its Personal Property (defined below) located on the right-of-way from public access or tampering and for the protection of public health and environment during the Work. The City assumes no liability for public misconduct, theft or vandalism.

Attachment Three

Upon the completion of any Work, Licensee shall promptly remove from the right-of-way all equipment, vehicles (except Vehicles, as that term is defined herein), temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris, and waste brought on site or generated by Licensee on site (“Personal Property”) and shall do so in compliance with federal, state and local regulatory requirements, standards, and guidelines. Alternatively, if Licensee fails to remove any item of Personal Property as provided herein, the City may perform such removal and Licensee shall promptly reimburse the City for all reasonable costs incurred.

5. **INSURANCE.**

- A. General Conditions. Licensee shall secure, on or before the Effective Date, the following insurance covering all Work and related activities under this License. Licensee shall keep the required insurance coverage in force at all times during the term of this License, or any extension thereof, and for three (3) years after termination of this License. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the City. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” If such written notice is unavailable from the insurer, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Additionally, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Licensee. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the liability of Licensee. Licensee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this License.
- B. Proof of Insurance. Licensee shall provide a copy of this License to its insurance agent or broker. Except as authorized by a permit previously issued to Licensee, Licensee may not commence Work under this License prior to placement of coverage. The City may require proof of insurance, including but not limited to certificates, policies and endorsements.
- C. Additional Insureds. For Commercial General Liability, Business Auto Liability, and Contractors Pollution Liability, Licensee’s insurer(s), and any subcontractors’

Attachment Three

insurer(s), shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

- D. Waiver of Subrogation. For all coverages, Licensee's insurer shall waive subrogation rights against the City.
- E. Contractors and Consultants. All of Licensee's contractors, consultants, subcontractors and subconsultants (including independent contractors, suppliers or other entities performing Work under this License) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Licensee. Licensee shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Licensee shall provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- F. Workers' Compensation/Employer's Liability Insurance. Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Licensee expressly represents to the City, as a material representation upon which the City is relying upon in issuing this License, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this License, and that any such rejections previously effected, have been revoked as of the date the Licensee signs this License.
- G. Commercial General Liability. Licensee shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- H. Business Automobile Liability. Licensee shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the work under this License. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
- I. Additional Provisions.

(1) For Commercial General Liability and Contractors Pollution Liability, the policies must provide the following: (a) that this License is an

Attachment Three

Insured Contract under the policy; (b) defense costs are outside the limits of liability; (c) a severability of interests or separation of insureds provision (no insured v. insured exclusion); and (d) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services required under this License were provided to the City, whichever is earlier.

(3) Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Licensee's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Licensee shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

6. DEFENSE & INDEMNIFICATION.

- A. Indemnification. Licensee shall defend, indemnify, and hold harmless the City, its appointed and elected officials, employees and agents, against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the exercise of this License, any work performed or activities undertaken, or financial liability incurred by Licensee in relation to this License, and the occupancy or use of any portion of the right-of-way or any other City-owned property ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the City. This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the City for any acts or omissions of the Licensee, either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.
- B. Duty to Defend. Licensee's duty to defend and indemnify City shall arise (i) at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim; and (ii) even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- C. Payment of Expenses. Licensee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any reasonable expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

Attachment Three

- D. Not Limited by Insurance Coverage. Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of Licensee under the terms of this indemnification obligation. Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
 - E. Survival. This defense and indemnification obligation shall survive the expiration or revocation of this License.
 - E. Claims Related to Work. Licensee shall be solely responsible for all compensation or restitution for injuries to persons or damage to or loss of property or other Claims belonging to persons arising from, or related to, any of the Work or other actions undertaken by or on behalf of Licensee. The term "persons" shall include, without limitation, City officials, End Users, employees, volunteers, consultants, contractors, and agents.
7. **SPECIAL CONDITIONS OF ACCESS & USE.** In addition to all other general terms and conditions set forth in this License, the following terms and conditions are established:
- A. In the event that the Work shall require that portions of any bike or pedestrian trail (a "Trail") be closed for more than twenty-four (24) continuous hours, Licensee shall prepare a detour plan which must be approved by the City Rep prior to Licensee implementing the detour plan ("Traffic Control"). All Traffic Control measures, including barricades, signs, and flagging, are subject to changes required by the City Rep if the City Rep finds any of them to be inadequate.
 - B. If any Work impacts Parks and Recreation facilities, in addition to other permits, permissions and approvals, Licensee shall obtain a Temporary Construction and Access Permit ("TCAP") from the City's Department of Parks and Recreation.
8. **GOVERNMENTAL APPROVALS AND CHARGES.** Licensee shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required for the Work to be performed under this License. Licensee shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to the work and shall not permit any of said taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to the Work. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the Work. Licensee hereby indemnifies and saves harmless the City for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from Licensee's failure to comply with this Paragraph 8. This indemnification obligation shall survive the revocation or termination of this License.
9. **LIENS & OTHER ENCUMBRANCES.** Licensee shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon any City-owned land due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Licensee, either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the Work. Licensee shall promptly pay

Attachment Three

when due all bills, debts and obligations incurred in connection with the work performed under this License and shall not permit the same to become delinquent. Licensee shall not permit any lien, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City to any City-owned land. Licensee hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from Licensee's failure to comply with this Paragraph 9. This indemnification obligation shall survive the revocation or termination of this License.

10. **NOTICES.** All notices required to be given to the City or Licensee hereunder shall be in writing and delivered by personal delivery, commercial overnight courier, or certified mail, return receipt requested, to:

City: Executive Director/Manager
Department of Transportation and Infrastructure
201 West Colfax Ave., Dept. 608
Denver, Colorado 80202

Denver City Attorney's Office
Department of Public Works
201 West Colfax Ave., Dept. 608
Denver, Colorado 80202

Licensee: _____

Attention: _____

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Licensee or the City. Daily communications and coordination between the City Rep and the representative of Licensee and its contractor may be telephone or email, if so allowed under this License and as agreed by these representatives.

11. **GOVERNMENTAL IMMUNITY.** Nothing in any other provision of this License shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the City against third parties by law.

Attachment Three

12. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of the work under this License, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and Licensee further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.
13. **REMEDIES AND VENUE.** In addition to revocation or termination of this License and the self-help provisions of this License, the City shall have all remedies available at law or in equity against Licensee. Licensee's exclusive remedy against the City shall be for specific performance and Licensee does hereby waive all other remedies at law or in equity including damages. Venue for any action under this License shall be in the District Court for the City and County of Denver.
14. **AMENDMENT.** Except as otherwise expressly provided in this License, this License may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this License.
15. **NO ASSIGNMENT.** Licensee shall not assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this License, without the prior written consent of the Managers.
16. **SEVERABILITY.** If any term or provision of this License is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Access License did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this License, the Parties shall work together, in good faith, to come up with an amendment to this License that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court.
17. **AUTHORITY TO EXECUTE.** The person signing for Licensee warrants that he or she has the complete authority to sign on behalf of and bind Licensee.
18. **APPROPRIATION:** All obligations of the City hereunder are subject to the prior appropriation of funds for such purposes by the Denver City Council and encumbrance thereof.
19. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Licensee consents to the use of electronic signatures by the City. This License, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this

Attachment Three

License solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this License in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK.
SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

Attachment Three

LICENSEE'S SIGNATURE PAGE

_____,
a _____

By: _____

ADD NOTERY BLOCK

Sample ACORD Certificate of Insurance

Contractors, please provide this sample certificate to your insurance agent or broker
Certificates must mirror this sample

Note the Additional Insured special instructions below

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Insurance Broker Name & Address</div>	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td>INSURER A:</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A:	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

INSURED

Contractor's Legal Name and Address

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSE W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: _____ POLICY LIMIT: _____ AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED: _____ RETENTION \$: _____ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below				
	LIMITS EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (for occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ FUTURE ADDED BENEFIT \$ _____ PRODUCTS - COMPOD AGG \$ _____ COMMER - CHOCER/THIT (per accident) \$ _____ BODILY INJURY (per person) \$ _____ BODILY INJURY (per accident) \$ _____ PROPERTY DAMAGE (per accident) \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ WC STATUTORY LIMITS \$ _____ E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract Name/Number

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto

CERTIFICATE HOLDER City and County of Denver Department of _____ (Address) _____ Dept. _____ Denver, Colorado _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____
--	--

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

***The 'description' box must only contain project/contract detail such as the contract name and number and "As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured" with regards to the appropriate policies ONLY.**

QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" and "IF REQUIRED PER WRITTEN CONTRACT" CAN NOT BE ADDED.

DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS OR POLICIES

If any additional language is added to this section, the certificate will be rejected. If the requirements can not be complied with, we reserve the option to move on to another contractor