



Now Accepting Applications

Submit between 10/1/20 – 11/1/20 (5p ET)

City of Greensboro Shared Micromobility Service Permit Application

The Greensboro Department of Transportation (GDOT) is accepting applications for a Shared Micromobility Service Permit to operate in the City’s right-of-way. GDOT manages the shared micromobility program and will oversee the evaluation process to select one permitted Operator. The permit authorizes operations from January 1, 2021 to December 31, 2022, with the option for two (2) one year extensions.

Permitted Operators are required to follow all Permit Requirements (Attachment I) and the terms of the Shared Micromobility Service Operator Agreement. A competitive applicant will propose effective strategies to address the City’s transportation planning priorities and demonstrate a history of working well with governing municipalities and the general public.

The City is committed to creating a diverse fleet of micromobility vehicles in order to attract the broadest range of users and establish a strong shared mobility network. Local stakeholders and community partners, including Greensboro’s two public universities, would prefer to have a fleet which offers both e-scooters and e-bikes and/or traditional bikes. The City will give additional points to operators who will offer a variety of micromobility vehicles outside of e-scooters.

The selected application will demonstrate the ability to provide a shared micromobility service that supports the values and goals identified in the 2045 Metropolitan Transportation Plan and the GSO2040 Comprehensive Plan:

- **Increase the safety** of the transportation system for motorized and non-motorized users;
 - **Enhance the integration and connectivity** of the transportation system, across and between modes;
 - Become a car optional city by **advancing shared mobility** to address the “first mile- last mile” access issue of traditional public transit;
 - Prioritize the sustainability of the local economy through **community development with vulnerable populations** to mitigate the impacts of social inequity and economic disparity.
-

APPLICATIONS AND SUBMITTAL INSTRUCTIONS

Please provide as much information as possible for each section. Answers to itemized questions will be evaluated independently but the overall score per section will be based on all of the information provided.

Questions regarding the application must be submitted by email and a response will be provided within three (3) business days. The last day to submit questions was Thursday, October 22.

Questions and responses are posted on Greensboro's City News page, [GDOT Accepting E-Scooters and Micromobility Permit Applications](#)

Submit completed applications to Chandler Hagen, chandler.hagen@greensboro-nc.gov.

Permit Applications must be received by 5 pm ET on Sunday, November 1.

Only completed application will be considered. A completed application includes the following:

1. A check for \$300 made out to Greensboro Department of Transportation.
2. Application Materials

Upon review of applications, GDOT shall either grant the Permit as requested, grant the Permit with modifications, or deny the Permit.

Applicants will be notified of their permit's status no later than Monday, November 30.

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PERMIT FEES

The following payments must be made in order for a Shared Micromobility Service Permit application to be accepted and a permit issued:

1. A non-refundable permit application fee of \$300, due at the time of application. An application will NOT be considered complete before this payment is remitted.
2. A separate annual permit fee of \$1,750 due at the time of permit issuance to recover costs associated with governing the shared micromobility program.

APPLICATION FEE (NON-REFUNDABLE)	\$ 300.00
ANNUAL PERMIT FEE	\$ 1,750.00
ANNUAL PERMIT RENEWAL FEE	\$ 1,000.00

QUARTERLY TRIP FEES

An additional \$0.15 per e-scooter trip fee will also be applied to e-scooter trips on a quarterly basis. The invoice will be based on the total number of e-scooter trips in the past three months. Payment of the quarterly invoice is due within 30-days of receipt. Failure to pay invoices within 30 days of receipt may result in permit suspension.

In addition to scoring stronger on the application overall, trip fees will also be waived for e-bikes, traditional dockless pedal bikes, and/or adaptive vehicles.

Adaptive vehicles are designed to accommodate people with a variety of physical limitations. There is no specific adaptive vehicle type or service model as a range of devices are being developed to address the diverse needs of riders who have not had access to standard shared micromobility programs. Adaptive vehicles will not count towards the maximum fleet size limit.

APPLICATION MATERIALS

1. Experience and Qualifications

Describe your qualifications to operate a shared micromobility vehicle program, describing your experience working with municipal staff to comply with applicable laws, including:

- Efforts to ensure compliance by your users
- Prompt coordination with enforcement efforts
- Payment of fees as a result of ordinance or permit violations

2. Micromobility Vehicle(s): Images and Specifications

3. Mobile Application: Images and Descriptions

4. Pricing Structure

What approaches do you take for providing service to low-income residents? (E.g. diverse payment options and fare discounts) to reduce barriers to participation?

5. Micromobility Vehicle Availability and Service Hours

Hours of operation for staff

Proposed minimum and maximum fleet size

Map of proposed service area

6. Rebalancing and Fleet Distribution

Provide a Service Plan. Describe how you will deploy and maintain **your** proposed maximum fleet size of vehicles. Outline parameters for determining the pattern of deployment and monitoring the distribution of micromobility vehicles available to customers. The average daily vehicle deployment must match the agreed upon parameters for the number of micromobility vehicles within sub-areas of the permittee's approved service area.

- a. What strategies will you use to extend the service area beyond the downtown core and campus areas?
- b. What rebalancing practices to be used to ensure availability of scooters in underserved areas (as identified by the Permittee and/or municipal staff)?
- c. What r/v/d value and by what percentage do you propose for adjusting the fleet size to evaluate and meet demand?

Micromobility is often championed as a potential "first and last mile" solutions for transit systems. How would your operations support this outcome in Greensboro?

7. Fleet Removal and Relocation

Emergency Management Plan. To address fleet removals and other issues in the case of severe weather (e.g. blizzards, floods, hurricanes etc.) and other emergencies.

Operations Plan for Special Events. Adjusted parking and deployment plan for special events (e.g. marathons, events, parades, film shoots) and routine street maintenance (e.g. snow and trash removal).

8. Equipment and Vehicle Maintenance

Provide an Operations Plan. Explain how you will address the Shared Micromobility Permit Operation and Maintenance Requirements. Include detailed information about equipment maintenance and inspection schedules, repair, safe battery handling practices, and staffing.

There is significant interest in offering e-bikes to attract users less likely to ride an e-scooter and in having traditional bikes for use on our greenways. Explain if and how you would accommodate the City's preference to incorporate a variety of micromobility vehicle options.

9. Safety and Security

Provide documentation related to the safety record of your company and include any major safety incidents (ex. thermal events, equipment failure, data breach, risks to user privacy, etc.).

Describe your Covid-19 related protocols, including standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.

Include the company's data protection plan or policy for ensuring cybersecurity and protection of customer privacy.

Describe any experience or ability to increase safety or decrease risk to users.

- a. How do you plan to train new riders on safe operations and educate the public on the legal requirements of micromobility vehicles?
- b. What are the consequences for reported infractions by micromobility users?
- c. Do you plan to promote helmet use by riders and/or distribute helmets to increase helmet use by riders?
- d. Do you have strategies for reducing the risk of operating a vehicle while intoxicated?
- e. How are you evaluating the effect of your user safety education and policies?

10. Hiring Staff and Contractors

Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your shared micromobility vehicle program.

Describe how your hiring plan will comply with local laws and best practices regarding equal opportunity, local hiring, and fair wages.

11. Community Engagement

Provide details on your public engagement planning process, including management, outreach, marketing, and education.

- a. What community outreach have you done or would you plan to do with stakeholder groups, merchants, and residents in the neighborhoods you are considering serving?
- b. Are you interested in building relationships with any specific community organizations in Greensboro?
- c. How will members of the public, including those that choose not to use shared micromobility services, have the opportunity to be heard and to stay informed about the program?

Equitable Engagement Plan. As part of the City's commitment to addressing equity in our policies and practices, operators are required to provide an equitable engagement plan and provide regular reports to the City. Your equitable engagement plan should outline how you will identify disadvantaged communities for outreach, tools and strategies for engaging the communities and how you will document outreach impact and report progress to the City.

12. Privacy Policy, User Agreements, and Terms of Service

Provide any privacy policies, user agreements, and/or terms of service in plain text for review.

Provide screen shots of all locations where this language would be shared with customers including method for obtaining user acknowledgement/agreement.

13. Proof of Insurance

Please attach a certificate of insurance as well as an endorsement of additional insured, per specifications included in Appendix III.

If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit.

GDOT will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

Appendix I. Permit Requirements

Safety

- Requirement S1: Education of Operational Laws
- Requirement S2: In-App User Instructions
- Requirement S3: Payment Security
- Requirement S4: Sanitation Protocols

Equipment

- Requirement E1: Vehicle Safety Standards
- Requirement E2: Lighting
- Requirement E3: Mechanism to Remotely Disable Vehicle
- Requirement E4: Vehicle Identification
- Requirement E5: Call Number on Vehicle
- Requirement E6: Prohibit Advertising
- Requirement E7: Equipment Recalls

Maintenance and Operations

- Requirement M1: Staffed Operations
- Requirement M2: Workplace Safety and Wages
- Requirement M3: Local Contact of Operations
- Requirement M4: Vehicle Removal
- Requirement M5: Maintenance Records
- Requirement M6: Fleet Size
- Requirement M7: Option to Reduce Fleet Size
- Requirement M8: Effort to Maintain Vehicle Diversity

Parking

- Requirement P1: Parking Position
- Requirement P2: Eligible Parking Zones
- Requirement P3: Restrictions to Eligible Parking Zones
- Requirement P4: Parking Management Feature
- Requirement P5: Fees for Reported Parking Violations

Communications and Public Engagement

- Requirement C1: Accessible Mobile Application
- Requirement C2: Notification Mechanism
- Requirement C3: 24-Hour Customer Service
- Requirement C4: Equitable Engagement Plan
- Requirement C5: Annual Customer Survey

Data Sharing

- Requirement D1: Use of Data
- Requirement D2: Data Specifications
- Requirement D3: Third-Party Contracts
- Requirement D4: Historical Data Maintenance
- Requirement D5: Collision Report Record

Safety

Requirement S1: Education of Operational Laws

The Permittee shall be responsible for educating their employees and shared micromobility vehicle (micro-vehicle) users regarding state and local laws governing the safe operation and parking of micro-vehicles in Greensboro. This shall include providing notification about key laws governing operation of each vehicle.

Requirement S2: In-App User Instructions

Permittees shall provide in-app messaging that notifies their Users of the following:

- People operating micro-vehicles shall adhere to all applicable local, state, and federal laws regarding motorized and non-motorized vehicles;
- People operating micro-vehicles shall yield to pedestrians; and
- People shall operate micro-vehicles safely and park responsibly.

The City reserves the right to advise Permittees on their in-app messaging and/or require Permittees to provide additional information to its Users.

Requirement S3: Payment Security

Permittee must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

Requirement S4: Sanitation Protocols

Permittee must have a documented set of sanitation protocols to reduce the risk of exposure to COVID-19.

Equipment

Requirement E1: Vehicle Safety Standards

All micro-vehicles must be certified as safe to operate under any applicable standard by Underwriters Laboratories (UL) or an equivalent safety rating agency.

All vehicles must comply with safety standards established by the Consumer Product Safety Commission and all other federal, state, and city safety standards.

All vehicles must comply with the weight bearing standards from the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles and the Consumer Product Safety Commission (CPSC) in Public Law 107-319.*

“... an electric motor of less than 750 watts, whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph.”

*These standards are still evolving. It is the Permittee's responsibility to stay updated on any changes in the safety standards in order to stay compliant with the Permit Requirements.

The City may terminate any permit issued if the battery or motor on a micro-vehicle is determined by the City to be unsafe for public use.

Requirement E2: Lighting

All micro-vehicles shall meet the North Carolina General Assembly (NCGA) requirements for lights during hours of darkness, including a front light that emits white light and a rear red reflector as described in G.S. 20-129, and all other applicable requirements of state law

Requirement E3: Mechanism to Remotely Disable Vehicle

Permittees shall be capable of remotely disabling the use of a micro-vehicle should it be reported or found to have a safety, maintenance or other hazardous condition. Vehicles that are reported as unsafe or non-functional shall be immediately deactivated for rental and removed from operations until sufficiently repaired.

Requirement E4: Vehicle Identification

Every vehicle shall have a unique identifier that is visible at a distance of 10 feet.

Requirement E5: Call Number on Vehicle

Every vehicle shall have a customer service phone number that is in-service during all operating hours and clearly displayed and visible to the User.

Requirement E6: Prohibit Advertising

Permittees shall not use micro-vehicles for the sale or display of third-party advertising.

Requirement E7: Equipment Recalls

Applicants must confirm that there are no recalls on equipment and Permittees must immediately inform the Department in the event of a recall.

Maintenance and Operations

Requirement M1: Staffed Operations

All Permittees shall have staffed operations located within the City of Greensboro for the purpose of maintenance and rebalancing efforts.

Requirement M2: Workplace Safety and Wages

All Permittees shall comply with all local, state and federal workplace safety and wage requirements.

Requirement M3: Local Contact of Operations

All Permittees shall provide Greensboro Department of Transportation (GDOT) with a direct local contact for Permittee staff that are capable of rebalancing and relocating improperly parked micro-vehicles.

Requirement M4: Vehicle Removal

Any inoperable or unsafe micro-vehicles shall be removed from the right-of-way within two hours of notice by any means to the Permittee by any individual or entity, and shall be repaired before placing back into the City right-of-way.

Requirement M5: Maintenance Records

All Permittees shall maintain a record of maintenance activities, including but not limited to the vehicle identification number and maintenance performed. These records shall be made available to GDOT, upon request.

Requirement M6: Fleet Size

The Permittee must maintain a minimum fleet size of 50 vehicles and shall not exceed the maximum fleet size proposed by the Permittee in the Permit Application. GDOT staff may adjust the proposed maximum prior to execution of the Permit Agreement. The Permittee may request one increase to the maximum fleet size per quarter.

The Transportation Director may approve an increase in fleet size based on evidence of sufficient demand, a good operation and safety record, consistent implementation of the Permittee's proposed education and social equity plans, and satisfaction of all other requirements in the signed permit agreement. An $r/v/d$ value for sufficient demand and the percentage for determining the number of vehicles per increase will be agreed upon by the Permittee and GDOT in the execution of the permit agreement.

Requirement M7: Option to Reduce Fleet Size

The City may reduce the fleet size if the Permittee is unable to maintain a good operation and safety record.

Requirement M8: Effort to Maintain Vehicle Diversity

The Permittee will be responsible for providing alternative micro-vehicles as described in the Permit Application and a required minimum fleet size will be established in the Permit Agreement. The Permittee is required to give at least 45-days written notice to the City before reducing the fleet size below the required minimum and include documentation justifying the reduction.

Parking

The Permittee's permit is only valid for operations within City-managed right-of-way. This permit should not be construed as an approval to operate within parks, publicly-accessible plazas, off-street parking lots/garages, campuses, or other areas outside of the City's public right-of-way.

Requirement P1: Parking Position

Micro-vehicles shall be able to securely stand upright when parked.

Requirement P2: Eligible Parking Zones

Micro-vehicle parking is only allowed within the **pedestrian and green zones** of sidewalks. In no case shall the placement of vehicles reduce the width of a pedestrian zone to less than five (5) feet.

Requirement P3: Restrictions to Eligible Parking Zones

1. Micro-vehicles shall not be parked in any vehicular travel lane or bicycle lane.
2. Micro-vehicles shall not be parked within **intersection sight distance triangle** (as defined in Sec. 16-8 of Greensboro's City Code).
3. Micro-vehicles shall not be parked in the **pedestrian zone** adjacent to or within:
 - a. Driveways;
 - b. Curb ramps and signal push buttons;
 - c. Loading zones; except at existing bike racks;
 - d. Within a bus shelter; except at existing bicycle racks;
 - e. Within 8' of a bus stop pole, except at existing bicycle racks;
 - f. Within 10' of entryways and exits;
 - g. Accessible parking zones and associated loading zones;
 - h. Parklets or sidewalk dining; and
 - i. Street elements that require pedestrian access (ex. braille signs, benches, parking pay stations, bus shelters, information signs, news racks, drinking fountains, etc.).
4. The City reserves the right to determine certain areas where micro-vehicle parking is prohibited.
5. When deploying or rebalancing, Permittees shall not place more than three vehicles in a block face except for in hot-spot locations approved by GDOT. Permittees can submit a request to designate a location as a "hot-spot" to GDOT with documentation to support the designation.

Requirement P4: Parking Management Feature

All Permittees shall have product features that minimize parking violations (e.g. require a photo of a properly parked micro-vehicle before the trip ends). Improperly parked vehicles shall be rectified within two hours by the Permittee.

Requirement P5: Fees for Reported Parking Violations

GDOT will provide an online form on the department website for reporting and documenting micro-vehicle parking violations. Form submissions will be automatically forwarded to GDOT staff and the direct local contact for Permittee staff.

For parking violations reported and photo documented during normal operating hours, the Permittee will be charged a \$25 hourly fee applied after the first two hours from the time of the complaint until the vehicle is in compliance.

For parking violations reported and photo documented outside of normal operating hours, the Permittee will be charged a \$25 hourly fee applied after the first two hours from the time operations resume until the vehicle is in compliance.

Payment of quarterly invoices is due within 30-days of receipt. Failure to pay invoices within 30 days of receipt may result in suspension of permit.

Communications and Public Engagement

Requirement C1: Accessible Mobile Application

Mobile apps and other customer interface technology must be fully accessible to persons with disabilities and accessible to screen readers, and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

Requirement C2: Notification Mechanism

All Permittees shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the vehicle.

Requirement C3: 24-Hour Customer Service

All Permittees shall have a 24-hour customer service phone number for customers to report safety concerns, maintenance issues, complaints, or ask questions. In addition, Permittees are required to provide contact information for local operation staff for publishing on City's website and/or other materials.

Requirement C4: Equitable Engagement Plan

All Permittees shall be responsible for executing the equitable engagement plan submitted with their Permit Application. The Permittee is required to document engagement impacts and report progress to the City as outlined in the plan and agreed upon by the Permittee and GDOT in the execution of the permit agreement.

Requirement C5: Annual Customer Survey

All Permittees shall distribute and collect a customer survey, to be provided by GDOT, to all users every 12 months.

Data Sharing

Requirement D1: Use of Data

All Permittees shall provide GDOT with data for planning, program management, public engagement, and any other municipal purpose.

Requirement D2: Data Specifications

All Permittees shall provide GDOT with anonymized real-time data to the City via an Application Programming Interface (API) following the format and requirements of the Open Mobility Foundation Mobility Data Specification (MDS).

Requirement D3: Third-Party Contracts

Permittees shall provide third-party mobility software or service management contracted with the City token access to their MDS. API access and data feeds may be accessed directly by the third-party operating on behalf of the City.

Requirement D4: Historical Data Maintenance

Permittees shall maintain data feeds and API access for historical data for a minimum of one year, even after the provider ceases operations or is no longer permitted to operate.

Requirement D5: Collision Report Record

All Permittees shall maintain a record of reported collisions.

Appendix II. Indemnification Requirements

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee, or loss of or damage to property, arising directly or indirectly from the activity authorized by the Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, and claims brought by customers of Permittee, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Permit, and except where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its sub-permittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

Appendix III. Insurance Requirements

- A. Required Coverages. Without in any way limiting Permittee's liability pursuant to the "Indemnification" section of this Permit, Permittee must maintain in force, during the full term of the Permit, insurance in the following amounts and coverages:
1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 2. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
 4. Professional liability insurance, applicable to Permittee's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
 5. Permittee shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.
 6. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - a. Name as Additional Insured the City and County of Greensboro and Guilford, its Officers, Agents, and Employees.
 - b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- B. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.
- C. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three years beyond the expiration of this Permit, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

- D. Should any required insurance lapse during the term of this Permit, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Permit, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Permit effective on the date of such lapse of insurance.
- E. Before commencing any Services, Permittee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of North Carolina, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.
- F. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents and subcontractors.

If Permittee will use any subcontractor(s) to provide Services, Permittee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of Greensboro and Guilford, its officers, agents and employees and the Permittee as additional insureds.

Appendix IV. DRAFT – Operator Agreement

SHARED MICROMOBILITY SERVICES PERMIT

THIS PERMIT is issued this 1 day of January, 2021, by the City of Greensboro, North Carolina, (hereinafter “City”), to _____ (hereinafter “Operator”).

Pursuant to the Greensboro City Code, and subject to the terms and conditions set forth herein, this Shared Micromobility Services Permit allows the Operator to operate within Right-of-Way controlled by the City of Greensboro.

1. Term – This permit shall expire on December 31, 2022 (the “Expiration date”) unless terminated earlier pursuant to Section 15 below.
2. Use of City Property – City authorizes Operator to use the public way solely for the purposes set forth in Section 4 of this permit. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
3. Permitted Use – Operator and their customers may use the public way for operation and parking of micromobility vehicles (micro-vehicles) owned and maintained by the Operator for use in the shared micromobility services program. Operator shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
 - a) Use of the public way, and Operator’s operations within the City, shall, at a minimum: a) not adversely affect City Property or the City’s streets, or sidewalks; b) not adversely affect the property of any third parties
4. Condition of City Property
 - a) City makes the public way available to Operator in an “as is” condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Operator or its customers, and assumes no duty to warn either Operator or its customers concerning conditions that exist now or may arise in the future.
 - b) City assumes no liability for loss or damage to Operator’s micro-vehicles or other property. Operator agrees that City is not responsible for providing security at any location where Operator’s micro-vehicles are stored or located, and Operator hereby waives any claim against City in the event Operator’s micro-vehicles or other property are lost or damaged.
5. Maintenance and Care of City Property – Operator shall be solely responsible for (i) maintaining City Property to the City standards for use by the Operator as permitted under Section 3; and (ii) obtaining from the City any applicable permits or approvals required by the City. Operator shall exercise due care in the use of City Property and shall be responsible for maintaining City Property in good condition and repair. Operator shall not act, or fail to act, in any way that results in excessive wear or

damage to City Property. Operator expressly agrees to repair, replace or otherwise restore such real or personal property, Operator expressly agrees to pay City's costs in making such repairs, replacements or restorations.

6. Adherence to Permit Requirements – The Operator shall abide by all terms of this agreement and those outlined in the City's Shared Micromobility Services Permit Requirements. Failure to do so may result in the permit being revoked as indicated in Sec 16-222 of Greensboro's City Code.
7. Operations and Maintenance – Operator will cover all maintenance costs for the micro-vehicle fleet and maintenance to minimum level of service as outlined in the Shared Micromobility Services Permit Requirements.
8. Filing of Information - Operator shall file with the City, and keep current, the following information:
 - a) The name, address, telephone number, and e-mail address of a local representative(s). A local representative shall be available during normal business hours.
 - b) Information regarding how to contact the Operator in an emergency.
 - c) Name, address, telephone number, fax number, and e-mail address of all contractors authorized to work on Operator's behalf. The Operator shall be liable to the City for any and all work performed on the Operator's behalf in connection with this permit.
 - d) Operator shall file changes or additions to the above required information within fifteen (15) business days following the date on which Operator has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.
 - e) Operators shall prepare and maintain maps of Shared Micromobility Services Deployment / Parking Areas located within the City limits. Upon request, Operator shall allow the City to review such maps.
9. Removal and Relocation - If at any time the City shall require the removal of or changes in the location of any of micro-vehicles, Operator shall promptly remove or alter such facilities, in order to conform to the City's requirement, without any cost to the City.
10. Permit Subject to Additional or Altered Conditions - The City may determine additional or altered permit conditions during the program. Further, the City reserves the right to terminate permits at any time and require that the entire fleet of micro-vehicles be removed from Greensboro right-of-way within 30 days, unless a different time period is determined by GDOT.
11. Indemnification - The Operator shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever against the City and from

and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:

- a) Any occurrence upon, at or from City Property or occasioned wholly or in part by the entry, use or presence upon City Property by Operator or by anyone making use of City Property at the invitation or sufferance of Operator, except to the extent such loss, claim or damage which was caused by the negligence of City.
- b) Use of Operators' micro-vehicles by any individual, regardless of whether such use was with or without the permission of Operator, including claims by users of the micro-vehicles or third parties, except to the extent such loss, claim or damage was caused by the negligence of City.

12. Insurance - The Operator shall procure and maintain for the duration of this agreement insurance against claims for which Operator has indemnified the City pursuant to Section 4 of this Agreement. Operator shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Operator's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Operator's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by and insurance company approved by City, which approval shall not be unreasonably withheld.

13. Compliance with Law – Operator at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its Shared Micromobility Services program including but not limited to laws governing operation of micro-vehicles. If any license, permit, or other governmental authorization is required for Operator's lawful use or occupancy of City Property or any portion thereof, Operator shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Operator, at no additional cost to City, such that Operator can properly comply with this Section and be allowed to use City Property as specified in Section 3 above.

14. No Joint Venture – Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

15. Termination – This agreement may be terminated prior to the expiration date set

Appendix IV. DRAFT – Operator Agreement

SHARED MICROMOBILITY SERVICES PERMIT

THIS PERMIT is issued this 1 day of January, 2021, by the City of Greensboro, North Carolina, (hereinafter “City”), to _____ (hereinafter “Operator”).

Pursuant to the Greensboro City Code, and subject to the terms and conditions set forth herein, this Shared Micromobility Services Permit allows the Operator to operate within Right-of-Way controlled by the City of Greensboro.

1. Term – This permit shall expire on December 31, 2022 (the “Expiration date”) unless terminated earlier pursuant to Section 15 below.
2. Use of City Property – City authorizes Operator to use the public way solely for the purposes set forth in Section 4 of this permit. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
3. Permitted Use – Operator and their customers may use the public way for operation and parking of micromobility vehicles (micro-vehicles) owned and maintained by the Operator for use in the shared micromobility services program. Operator shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
 - a) Use of the public way, and Operator’s operations within the City, shall, at a minimum: a) not adversely affect City Property or the City’s streets, or sidewalks; b) not adversely affect the property of any third parties
4. Condition of City Property
 - a) City makes the public way available to Operator in an “as is” condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Operator or its customers, and assumes no duty to warn either Operator or its customers concerning conditions that exist now or may arise in the future.
 - b) City assumes no liability for loss or damage to Operator’s micro-vehicles or other property. Operator agrees that City is not responsible for providing security at any location where Operator’s micro-vehicles are stored or located, and Operator hereby waives any claim against City in the event Operator’s micro-vehicles or other property are lost or damaged.
5. Maintenance and Care of City Property – Operator shall be solely responsible for (i) maintaining City Property to the City standards for use by the Operator as permitted under Section 3; and (ii) obtaining from the City any applicable permits or approvals required by the City. Operator shall exercise due care in the use of City Property and shall be responsible for maintaining City Property in good condition and repair. Operator shall not act, or fail to act, in any way that results in excessive wear or

damage to City Property. Operator expressly agrees to repair, replace or otherwise restore such real or personal property, Operator expressly agrees to pay City's costs in making such repairs, replacements or restorations.

6. Adherence to Permit Requirements – The Operator shall abide by all terms of this agreement and those outlined in the City's Shared Micromobility Services Permit Requirements. Failure to do so may result in the permit being revoked as indicated in Sec 16-222 of Greensboro's City Code.
7. Operations and Maintenance – Operator will cover all maintenance costs for the micro-vehicle fleet and maintenance to minimum level of service as outlined in the Shared Micromobility Services Permit Requirements.
8. Filing of Information - Operator shall file with the City, and keep current, the following information:
 - a) The name, address, telephone number, and e-mail address of a local representative(s). A local representative shall be available during normal business hours.
 - b) Information regarding how to contact the Operator in an emergency.
 - c) Name, address, telephone number, fax number, and e-mail address of all contractors authorized to work on Operator's behalf. The Operator shall be liable to the City for any and all work performed on the Operator's behalf in connection with this permit.
 - d) Operator shall file changes or additions to the above required information within fifteen (15) business days following the date on which Operator has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.
 - e) Operators shall prepare and maintain maps of Shared Micromobility Services Deployment / Parking Areas located within the City limits. Upon request, Operator shall allow the City to review such maps.
9. Removal and Relocation - If at any time the City shall require the removal of or changes in the location of any of micro-vehicles, Operator shall promptly remove or alter such facilities, in order to conform to the City's requirement, without any cost to the City.
10. Permit Subject to Additional or Altered Conditions - The City may determine additional or altered permit conditions during the program. Further, the City reserves the right to terminate permits at any time and require that the entire fleet of micro-vehicles be removed from Greensboro right-of-way within 30 days, unless a different time period is determined by GDOT.
11. Indemnification - The Operator shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever against the City and from

and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:

- a) Any occurrence upon, at or from City Property or occasioned wholly or in part by the entry, use or presence upon City Property by Operator or by anyone making use of City Property at the invitation or sufferance of Operator, except to the extent such loss, claim or damage which was caused by the negligence of City.
- b) Use of Operators' micro-vehicles by any individual, regardless of whether such use was with or without the permission of Operator, including claims by users of the micro-vehicles or third parties, except to the extent such loss, claim or damage was caused by the negligence of City.

12. Insurance - The Operator shall procure and maintain for the duration of this agreement insurance against claims for which Operator has indemnified the City pursuant to Section 4 of this Agreement. Operator shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Operator's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Operator's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by and insurance company approved by City, which approval shall not be unreasonably withheld.

13. Compliance with Law – Operator at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its Shared Micromobility Services program including but not limited to laws governing operation of micro-vehicles. If any license, permit, or other governmental authorization is required for Operator's lawful use or occupancy of City Property or any portion thereof, Operator shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Operator, at no additional cost to City, such that Operator can properly comply with this Section and be allowed to use City Property as specified in Section 3 above.

14. No Joint Venture – Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

15. Termination – This agreement may be terminated prior to the expiration date set

forth in Section 1, above, upon the occurrence of any of the following conditions:

- a) Upon delivery of written notice from City to the Operator terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days' notice to the Operator of such termination.
- b) An attempt to transfer or assign this agreement.

Operator shall not terminate this agreement without first giving at least 180 days' written notice of plans for termination.

16. Force Majeure - Neither Party shall be liable to the other Party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, natural disaster, health pandemic, utilities and communications failures, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party, provided that such Party gives prompt written notice of such condition and promptly recommences performance whenever and to whatever extent possible without delay. Either Party may terminate this Agreement if the force majeure event prevents the non-performing Party's ability to perform in accordance with the terms and conditions of this Agreement for greater than three (3) months."
17. Amendment – This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
18. Non-Assignability - This Permit may not be transferred or assigned.
19. Applicable Law and Venue – The laws of the State of North Carolina shall govern the interpretation and enforcement of this agreement.
20. Counterparts – This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
21. E-Verify – Operator certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Operator also certifies that it will require that all of its sub-contractor that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
22. Agreement with and Acceptance of Terms - By accepting this Permit and exercising the right granted herein, the Operator agrees to and is hereby bound by the terms of the Permit.

OPERATOR

_____ (print name of Company/Corporation)

By _____ (sign name)

_____ (print name of individual signing)

Title: _____ (print title of individual signing)

Attested by: _____ (sign name of Secretary)

_____ (print name of Secretary)

CITY OF GREENSBORO

By: Hanna Cockburn
Director of the Department of Transportation

DRAFT

Appendix V. E-Scooter Trips Data Table

Month-Year	Avg. Trips per Day	Avg. Trip Distance (m)	Avg. Trip Duration	Avg. Daily Deployments
Feb-2019	443	1044	0:09:18	156
Mar-2019	348	1159	0:10:51	128
Apr-2019	496	1248	0:11:25	124
May-2019	422	1663	0:14:57	118
June-2019	382	1748	0:16:20	108
July-2019	439	1789	0:14:20	106
Aug-2019	741	1444	0:12:17	155
Sep-2019	965	1147	0:09:05	198
Oct-2019	688	1083	0:08:56	130
Nov-2019	283	1070	0:08:10	49
Dec-2019	80	1305	0:11:20	27
Jan-2020	147	875	0:08:07	43
Feb-2020	211	846	0:07:37	76
Mar-2020	130	605	0:05:27	36
Apr-2020	<i>Operations closed during</i>			
May-2020	<i>Shelter in Place</i>			
June-2020	134	1272	0:13:11	34
July-2020	349	2116	0:22:21	78
Aug-2020	537	1755	0:19:23	147
Sep-2020	559	1385	0:14:43	144
Oct-2020*	430	1408	0:15:10	103

Appendix VI. University of North Carolina in Greensboro Supplemental Submittal

The University of North Carolina in Greensboro (UNC-G) is drafting an agreement for on-campus operations and has identified additional questions. The City requests operators include responses to the following questions in their application materials:

1. Have you contracted with other universities in the past? If so, please provide a list of these universities and, if possible, a sample contract.
2. Does your pricing structure have or could it have preferential pricing for students or University affiliates? Also, please provide information on transparency in the marketing of pricing (i.e. If variable pricing is used, what is an average all-inclusive price per minute?)
3. What best practices are used for age verification of riders?
4. Please describe your capabilities for geofencing and throttling speeds in specific geographic areas.

For questions regarding the supplemental submittal or more information about micromobility operations at UNC-Greensboro , please contact Grant Harris at gvharris@uncg.edu.

Operators are required to submit responses to the UNCG Supplemental Questions to Chandler Hagen, chandler.hagen@greensboro-nc.gov by **Friday, November 6, 11:59 pm ET**.