

ADDENDUM NO. 1

DATE: January 4, 2019

TO: All Potential Proposers

FROM: Penny Owens, Assistant Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. 1 to the RFP Electric Scooter Share Pilot Program

PROPOSALS TO BE OPENED: January 8, 2019*** (See Below) at 11:00:00 a.m. (Eastern Time)

This addendum is being published to address the following items regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

ITEM 1: Postponement of Due Date - The proposal deadline is hereby postponed until January 10, 2018 at 11:00:00 a.m. (Eastern Time).

ITEM 2: Response to Questions - Item 2 is being published to respond to questions asked by potential proposers regarding the above referenced RFP.

Question #1: Given that the pages of the proposal should be consecutively-numbered, does that apply to the forms provided by the City (such as the Non-Collusion Affidavit) which are already numbered at the bottom? Would we have to cover the current number and replace with our own for continuity?

Response: No, this does not apply to the forms which are already numbered.

Question #2: Given that the pages of the submission must be double-sided, does that apply to the forms provided by the City (such as the Affidavits)? Should a new form be printed on the back of another form?

Response: No, this requirement does not apply to the forms.

Question #3: If Addenda are provided, will it come with instructions on how you'd like it included in the submission, e.g. an additional tab for Addenda?

Response: There will be no requirement for acknowledgement of addenda posted unless specified in any resulting addenda.

Question #4: We would like to include a cover letter to explain our approach and scooter partnership more carefully so the rest of our response is grounded in that information. Can we include a cover letter?

Response: Yes, please do include any information you deem helpful in our evaluation.

Question #5: Section 2 - Given the issuance of this solicitation during the holiday season, we request the City consider extending the proposal deadline to 1/14/19 to ensure that all bidders have enough time to incorporate City feedback related to any submitted questions.

Response: See Item 1

Question #6: Section 3 - Will the City expressly identify any additional specific priorities they wish to achieve with this program? For instance, will the City share any challenges they foresee beyond equity, such as challenges around the hilly topography in Knoxville or coordination with the University of Tennessee to ensure the University's needs and concerns are being addressed under this program?

Response: The City expressly identified the priority of the scooter program working well with our bike share and public transportation. At this time, we don't foresee any beyond those mentioned in the RFP.

Question #7: Section 3 - Will the City identify specific 'public property' areas where there is heightened concern about dockless scooter operations so our company can craft a tailored solution for these areas in our RFP response?

Response: Specific areas of concern include the Central Business Improvement District (CBID) and parking in ADA areas. Proposals should include solutions that address these areas.

Question #8: Section 5.4 - Understanding that these final details will be determined in collaboration with the City's eventual partner, does the City have a general idea of the density, geographies and number of scooters it is seeking during this pilot program that it can share?

Response: At this time the City does not have a general idea and this is part of the information we seek to gather by having the pilot program. We are asking companies that have expertise in this business to help us determine the number of scooters, the areas where scooters go, etc. The pilot program and what we learn from it will guide our ultimate decisions on these items as well as the permanent regulations we adopt.

Question #9: 5.6. C. iv - Our company puts rider safety first. Based on our experience, and in order to ensure a safe environment, we propose operating from 6am to 9pm. Does the City of Knoxville have a specific operational timeline in mind?

Response: The City has considered setting 9:00 p.m. as the end of day for operating hours however, have thought it may be advantageous to allow later operating times for evening events. We look to use the expertise and guidance gained from this program to establish a set timeline

Question #10: 5.6. C. iv - Our company will give the City and all City departments the contact information of the General Manager assigned to the market. However, in order to ensure there is always a person to respond quickly to a request, our company would give riders access to a 24/7, 1-800 number for general inquiries. Does this satisfy the City's objective?

Response: The City's intent is that we have someone we can contact immediately, at any time, to respond quickly to a problem should one arise.

Question #11: Section 5.7. L - Could the City please clarify "always-on" lighting? Specifically, does this apply to all phases of a scooter's usage (both while in-ride and parked)? Does this also apply to daylight hours? For safety reasons, we would suggest that both the front and rear lights are illuminated on scooters at all times they are 'in-

ride', both during the daytime and the evening hours. When scooters are not in a ride but parked, locked, and available for rental, the front and rear lights turn off and underside lights are still visible but not fully illuminated. We've found that this clear delineation of 'in-ride' and 'parked' lighting patterns helps to train riders, pedestrians, and car drivers as to the current ride status of a scooter.

Response: The City desires the scooter lighting to be on while "in-ride" and a form of illumination on them when parked to ensure visibility and prevent tripping hazards.

Question #12: Section 5.6.C.x - Could the City clarify what is meant by "\$50 per day per violation occurrence"? Would such fee be charged even if the violation was remedied? Is such fee independent from the impound fee identified in 5.6.C.xi?

Response: Such a fee would not be charged if the violation was remedied within a set response time of 2 hours from the time of reporting the violation. The fee would be charged for each day of violation until impounded or remedied. This fee is independent from the impound fee. Section 5.6.C.x. is hereby deleted and replaced with the following:

x. The City reserves the right to fine Contractor fifty dollars (\$50) per day per violation occurrence for electric scooters and equipment found outside of established, approved operating or parking areas if not removed by the Contractor within two (2) hours of violation being reported to the Contractor.

Question #13: Will the City consider merging 5.6.C.x into 5.6.C.xi, or, in the alternative, replacing the language in 5.6.C.x. with "The City reserves the right to fine Contractor up to fifty dollars (\$50) per electric scooter and equipment found outside of established, approved operating or parking areas and not remedied, pursuant to 5.6 C. xi."

Response: No. See responses to Question #12 and #14.

Question #14: Section 5.6.C.x - Will the City consider lowering the proposed impound fee? Our company expects a close working relationship with the City where parking/boundary issues are addressed in real time and in a collaborative manner with the City making impounds unlikely. However, our company finds that a lower impound fee, such as twenty dollars (\$20), would effectively incentivize compliance without jeopardizing our ability to provide equitable transportation services. When faced with fees, some companies pass the cost on to riders, making sustainable transportation less accessible and equitable.

Response: Impound of scooters would result in a daily storage fee of \$5.00, imposed only if the Contractor does not remedy the violation per Section 5.6.C.x and separate from the fine in Section 5.6.C.x. Section 5.6.C.xi. is hereby deleted and replaced with the following:

xi. The City reserves the right to impound at Contractor's sole expense electric scooters and equipment found outside of established, approved operating or parking areas if Contractor's local staff do not respond to complaints or remedy violations within forty-eight (48) hours after reported violation. Impound of scooters would result in a daily storage fee of \$5.00, beginning on the day the equipment is retrieved by the City.

Question #15: Section 5.6.C. xi - Our company plans on a collaborative approach to mitigate parking violations per the City's definition. Will the City clarify the "approved operating and parking areas?"

Response: As mentioned above, the City intends to use this program to determine the future regulations for a scooter share program. Therefore, we intentionally left this broad and are open and willing to negotiate the approved operating and parking areas with the winning proposers.

Question #16: Section 6.5. - Our company is willing to provide a broad indemnity in favor of the City, but the company cannot agree to a position where it is indemnifying the City for any negligent acts and omissions by the City. Will the city consider deleting "sole" from the following paragraph:

"Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the **sole** negligence of the City, its agents or employees." - Section 6.5

Response: No.

Question #17: Section 6.7 - Our company cannot agree to provide copies of its insurance policies, but will agree to provide a certificate of insurance evidencing any requirements that the City requests. Will the city consider amending 6.7 to reflect our ability to provide a certificate of insurance in place of the full policies?

Response: Per Section 6.7, the City will only require copies of policies when contracts are deemed to be extremely or uniquely hazardous.

END OF ADDENDUM 1