

BRIDGEPORT SHARED MOBILITY PILOT PROGRAM

TERMS AND CONDITIONS

1. Pilot Program.

(A) Term of Pilot Program. The City of Bridgeport (City) opened a Shared Mobility Pilot Program (“Pilot Program”) from September 17th, 2019 to November 30th, 2020.

(B) Modification or Termination of Pilot Program. Terms of the Pilot Program may be modified by the City at any point, taking into consideration empirical data and provider input. The City may terminate the Pilot Program with 30 days’ notice.

2. Definitions.

As used in these Terms and Conditions, the following words and terms shall have the meanings ascribed to them in this Section, unless the context of their usage clearly indicates another meaning:

Shared Mobility Provider (“Provider”) - a corporation, firm, joint venture, limited liability company, partnership, person, or other organized entity that operates a shared mobility system, whether for profit or not-for-profit.

Shared Mobility System (“System”) - a system which provides bicycles, electric bicycles or electric scooters for short-term rentals for point-to-point trips, which devices may be locked and unlocked without the requirement of a rack or other docking station.

Shared Mobility Device (“Device”) – a traditional bicycle, electric/pedal-assist bicycle, or electric scooter that is part of a shared mobility system.

Customer - a person who rents and uses a bicycle, electric bicycle, electric scooter, or other device from a Shared Mobility Provider.

Official – the City of Bridgeport’s Pilot Program manager.

Geofence - a virtual perimeter or geographic boundary, defined by global positioning system (GPS) or radio frequency identification (RFID) technology, that enables software to trigger a response when a mobile device enters or leaves a designated area.

Rebalance - the collection and delivery by the Provider of a shared mobility device(s) from one location to another location within the Provider's service area for the purpose of restoring the availability of the shared mobility system to a desired service level.

3. Operations.

The Provider shall:

- (A) Submit a one-time non-refundable application fee of \$1,500.00 in a check made payable to "City of Bridgeport."
 - (B) Agree to and provide for the City's defense, indemnification, and insurance requirements of the Pilot Program as stated in Sections 8 and 9 of these Terms and Conditions;
 - (C) Maintain a maintenance staff presence within 20 miles of Bridgeport city limits. Providers shall give priority to Bridgeport residents when filling local staff positions;
 - (D) Maintain a bilingual (English and Spanish) 24-hour customer service phone number to report concerns, complaints, or inquiries;
 - (E) Maintain a record of all system devices, each assigned and tracked by the Provider with a unique identifier deployed as part of the Provider's shared mobility system;
 - (F) Provide a helmet at little to no cost to customers upon request;
 - (G) Notify customers via a mobile application tutorial video of the following information prior to their first trip:
 - (1) Customers are required to wear helmets while operating devices*;
 - (2) Customers must follow all traffic laws;
 - (3) Customers may ride on city streets, off-street bicycle lanes, sidewalks, and multi-use paths;
 - (4) Customers must park the devices properly and in compliance with Section 6 of these Terms and Conditions.
- *Note: To the extent that the City, acting through its Police Department, observes that customers of the Provider are not using helmets, the City may issue warnings to customers and will track such data, share it with the Provider, and the Provider shall develop a response to ensure that the customers use helmets. The Provider's non-compliance with this provision may be cause for revocation of Provider's ability to continue operating under this Pilot Program.*
- (H) Verify that all customers of their system are 18 years of age or older;
 - (I) Provide customer payment options for cash-based and electronic methods;
 - (J) Provide reduced-cost system fees for low-income customers;
 - (K) Maintain a Spanish-language version of their mobile application;
 - (L) Relocate or rebalance devices as needed;
 - (M) Provide the direct contact information to the Official for the Provider's staff person responsible for maintaining the System. This person, or their designated alternate, shall respond to requests, notices, or inquiries from the City within two (2) hours of receiving notice between

7:00 a.m. and 8:00 p.m., seven days per week. Any notice received outside of these hours will count as being received at 7:00 a.m. the next day;

(N) Remotely lock-down each device that is inoperable, unsafe, or otherwise failing to meet the standards under Section 4 of these Terms and Conditions and remove from the public right-of-way within two (2) hours of receiving notice between 7:00 a.m. and 8:00 p.m., seven days per week. Any notice received outside of these hours will count as being received at 7:00 a.m. the next day. If the device is not removed in this time, the City reserves the right to impound the device at a cost of \$50.00 to the Provider;

(O) Be responsible for repair costs to public infrastructure damaged by the use of its devices, provided that a device has clearly caused such damage;

(P) Not require a Customer to provide a driver’s license to participate in the Pilot Program;

(Q) Maintain customer records of illegal or otherwise improper use of devices. Upon multiple infractions, the Provider shall direct the customer on proper usage. If a customer serially commits infractions while operating a device, as determined by the Provider or by the Official, the Provider must expel the customer from the program. In the event of illegal use of a device (excluding ticketed moving offences), the City reserves the right to impound the device at a cost of \$50.00 to the Provider;

(R) Be responsible for monitoring distribution of units available to customers according to parameters required by the Official. The Official may require a reduction in a Provider’s total number of units regularly deployed within a specific area. The Provider must meet this reduction requirement within four (4) hours of receiving notice between 7:00 a.m. and 8:00 p.m., seven days per week. Any notice received outside of these hours will count as being received at 7:00 a.m. the next day. If the reduction requirement is not met in this time, the City reserves the right to impound each unmoved device at a cost to the Provider of \$50.00 per device; and

(S) Participate in periodic customer experience evaluations during the Pilot Program by distributing surveys via mobile phone application.

4. Distribution Procedures.

(A) Providers are encouraged to distribute their devices at libraries, community centers, parks, and other publicly owned sites; and

(B) Providers must follow the “Mobility Zone” deployment minimum requirements defined by the below chart to ensure equitable access to devices. Required percentages per zone are subject to change at the discretion of the Official.

Mobility Zone Deployment Requirements	
Zone	Minimum Fleet %
Hollow/Reservoir/Mill Hill	8%
East Side/East End	6%
West Side	6%

5. Device Standards.

- (A) All devices shall comply with the requirements in the Connecticut General Statutes Chapter 248, Section 14-288 “Lights, reflectors and brakes on bicycles. Whistle emitting devices prohibited”, as may be amended.
- (B) All bicycles shall meet the standards outlined in the Code of Federal Regulations, Title 16, Chapter II, Subchapter C, Part 1512 — Requirements for Bicycles, as may be amended, and International Standards Organization 43.150 — Cycles, Subsection 4210, as may be amended.
- (C) All e-bikes, electric-assist bikes and pedal assist bikes deployed by the Provider shall meet the standards outlined in CPSC Public Law 107-309 for Low Speed Electric Bicycles for maximum engine wattage, as may be amended.
- (D) All shared mobility devices will be equipped with active global positioning system technology.
- (E) For all electric-assist devices, the maximum motor-assist speed shall be 15 miles per hour.
- (F) It is preferred that electric-assist devices be equipped with at least one (1) USB outlet.
- (G) Affixed on each device must be the following items:
 - (1) The Provider’s website address;
 - (2) Contact information for the Provider's customer service department;
 - (3) A clearly visible name, logo, trademark, or other identifying information of the Provider;
 - (4) Unique device identification, consisting of numbers or letters or both.

6. Device Parking.

- (A) Parking Requirements. The Provider shall ensure that all devices are parked in the following manner:
 - (1) In a balanced, upright position;
 - (2) To allow unimpeded pedestrian travel space on a sidewalk to a width of at least five (5) feet;
 - (3) To allow unimpeded access to entrances to public or private property;
 - (4) To allow unimpeded access to all accessibility ramps;
 - (5) To allow adequate area for unimpeded vehicular travel and parking on public streets;
 - (6) In an area or location which the Official may specify.

(B) Impoundment by City and Fee. The Official may require a device that is parked in violation of Section 6 (A) of these Terms and Conditions or is parked in one location for more than three consecutive days, be impounded at an expense of \$50.00 to the Provider.

(C) Geofencing. The Official may instruct the Provider to create geofenced areas where bicycles and scooters must be parked or may not enter.

(D) Removal During Events. During events such as extreme weather, emergencies, special events or for maintenance activities, the Provider must remove all devices from a designated area within ten (10) hours of a request by the Official. Any devices not removed within ten hours of request will be deemed improperly parked and may be impounded by the City at a cost of \$50.00 to the Provider.

7. Records, Data Sharing and Privacy.

(A) Records. The Provider shall maintain records of its fleet and each unique identifier associated with each device, locations, parking, customer membership, trip information regarding time and distance, complaints received, and time of response by the Provider. The provider shall grant the Official access to an online dashboard for data monitoring.

(B) Data Sharing. At a time no later than the fifth (5th) day of each month during the Pilot Program, the Provider shall submit to the Official a program report, including but not limited to: average number of devices deployed by type, a heat map showing the frequency and location of device usage including start and end points, trip start and end data by neighborhood, the number of trips, average trip length and duration, system fee structure, accident data, infraction data, as well as the following information regarding the low-income program: fee structure, total customer enrollment, new sign ups, number of monthly active users, and trips taken. The Official may request additional anonymized data at any point, which the Provider must reply to within five (5) days. The Provider's user agreement with each customer shall clearly indicate this data will be collected and shared by the Provider with the City.

(C) Data Quality and Accuracy. The Provider will collect data from devices in use by collecting GPS data at a minimum of every 90 seconds. To ensure that device locations are known even when it is not in use, all data shall be collected by GPS equipment that is affixed to the device (e.g. not customer phones). Data collection shall not utilize phone-based location services used by customers to locate their device or track their own personal route.

(D) Data Privacy. The Provider's customer data privacy policies shall be in accordance with the data privacy policies of the State of Connecticut and the City of Bridgeport. The Provider shall ensure the following:

(1) Customers shall not be required to share personal data with 3rd parties (e.g. advertisers, investors, etc.) to use the shared mobility system.

(2) Customers shall not be required to provide access to their contacts, camera, photos, files and other private data to use the shared mobility system. Mobile device location services may be required to use the system for the purpose of locating nearby

devices, but not for providing trip-level data. Trip-level data must be acquired using device GPS services. The Provider may allow customers to opt-in (not opt-out) for access to their contacts, camera, photos, files, other private data and 3rd party data sharing.

(3) The Provider must provide customers with clear, prominent notification about what data will be accessed (e.g. location services, camera, contacts, photos, etc.) and explain how and why data will be used. Notification must be active (e.g. affirmative confirmation-required to continue) and should not be contained in larger terms-of-service notifications.

8. Defense and Indemnification.

(A) Provider agrees to defend, indemnify, and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, settlements and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, arising out of the Provider's, its employees', agents' or customers' (collectively "Provider") action or inaction in connection with the Shared Mobility Pilot Program, including but not limited to the Provider's:

- (1) actual or alleged negligence, recklessness, wanton or willful actions or other misconduct or product misuse;
- (2) use or misuse of city streets and sidewalks;
- (3) breach or alleged breach of these Terms and Conditions and any other related Pilot Program documents; and
- (4) violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities.

9. Insurance requirements.

(A) The following insurance coverage is required of the Provider who shall ensure that the City is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner (as set forth below). The Provider shall procure, present to the Official, and maintain in effect for the duration of the Shared Mobility Pilot Program, without interruption, the insurance coverages identified below, as applicable, with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City:

- (1) Professional Liability Insurance (claims made form) with minimum limits of \$1,000,000, or as otherwise required by the City.
- (2) Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed

to have arisen out of operations conducted as part of the Pilot Program. Coverage shall be broad enough to include premises and operations, contingent liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence/\$2,000,000 per accident and \$300,000 property damage and Umbrella Policy with minimum limits of \$5,000,000.

(3) Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with the Shared Mobility Pilot Program. Coverage shall have limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

(4) Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

(B) General requirements. All policies shall include the following provisions:

(1) Cancellation notice—The City shall be entitled to receive from the insurance carriers BY POLICY ENDORSEMENT not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the City at: City of Bridgeport OPED, 999 Broad Street 2nd Floor, Bridgeport, Connecticut 06604.

(2) Proof of Insurance—All policies will be evidenced by an original certificate of insurance, declaration page, insurance policy and all applicable endorsements delivered to the Official, authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, and all such documents required, to be delivered to the Official prior to any work or other activity commencing under the Pilot Program.

(3) Additional insured—The Provider will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties BY POLICY ENDORSEMENT and as loss payee with respect to any damage to property of the City, as its interest may appear. The Provider shall submit to the City upon approval of their application and periodically thereafter, but in no event less than once during each year of this Pilot Program, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

“City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604”