



Request for Proposal
003-17

City of Key West **BIKE SHARE**

 Zagster

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1. Cover Letter

At Zagster, we think having a bike share program isn't just about having bikes that can be easily rented through automation--we think having a bike share is about so much more. We think it's about reducing parking congestion on Duval Street. We think it's about providing an alternative for residents on Stock Island who can't afford to drive to get to work. We think it's about getting FKCC students to class. We think it's about going from the Casa Marina to Blue Heaven without the headache of having to search for parking in Bahama Village. In short, we think that the value of bike share isn't really about the bike at all, but rather, the ability to *get more people on bikes*.

In the bike share industry, Zagster takes a fundamentally different approach to business. We think that bike share is a service, not a product, and that bike sharing equipment is the easiest piece of the puzzle to solve for. Before Zagster, small to medium sized communities, like Key West, that wanted to do bike sharing were faced having to find thousands of dollars to buy bikes and having to contract with organizations to maintain the system. This model was dangerous for most communities as it was based on estimating the cost of the system's operations and how much funding would be required to cover it. While some programs, like Orlando's Juice program, or Tampa's Coast program have attempted to cover operating costs by charging riders high hourly rates (both charge \$8 an hour for visitors), Zagster thinks that this model creates a financial barrier to usage and defeats the purpose of bike share as it *prevents* many people from riding.

With Zagster, communities receive the only turnkey bike share solution that improves over time with costs that don't rise--we have taken guesswork out of the equation. Zagster provides bikes and hardware and offers them as part of an annual service fee that covers all of the maintenance, parts replacements, operations, rider marketing, liability insurance, account management, 24/7 customer support, and continuous technology upgrades--at no additional cost. Key West will never have to worry about how to obtain, maintain, or perfect the program, as Zagster offers the full bike share service at a third of the cost of a traditional bike share provider. Zagster leaves nothing out of the equation; for an annual service fee per bike, we guarantee the cost of bike share and do not rely on charging riders high rates in an attempt to cover operating costs, instead, Zagster will return this revenue to the City of Key West.

Simply put, Zagster is the leader in bike sharing innovation for small and medium sized communities across the United States. Working with mayors, city councils, metropolitan councils of governments and community improvement districts - Zagster has a track record of delivering scalable, cost effective and connected bike sharing programs for communities such as Carmel, IN, Albuquerque, NM, Lakeland, FL and Fort Collins, CO to name a few.

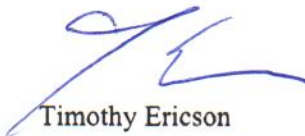
Zagster Bike Sharing Proposal

In total, Zagster operates more than 170 bike share programs across 38 states. In 2015 and 2016 alone, Zagster launched over 95% of all new bike shares in the US--more than all of the other bike share companies in the industry combined!

Zagster's turnkey "bike share as a service" model makes it easy for communities to launch successful programs with diverse funding sources. Over the past three years we have pioneered the "community sponsorship" model where bike share is funded in full through local businesses that see value in hosting a station and growing the local economy. This is a model we have implemented in communities across the country from Florida to California and it is what we will propose a plan for doing for the City of Key West in this response.

We are excited to help strengthen the community of Key West by *getting more people on bikes* and we welcome any questions or feedback you have regarding the details included in this proposal.

Sincerely,



Timothy Ericson
CEO & Co-Founder
Zagster, Inc.

**Sales Consultant & Authorized Contract
Representative**

Chad Jacobs
Zagster, Inc.
chad@zagster.com
617-564-1508

2. Information Page

Project Name

City of Key West Bike Share System

Vendor Name

Zagster, Inc.

Authorized Representative Contact Information

Name

Chad Jacobs

Title

Sales Consultant

Address

25 First Street, Suite 104
Cambridge, MA 02141

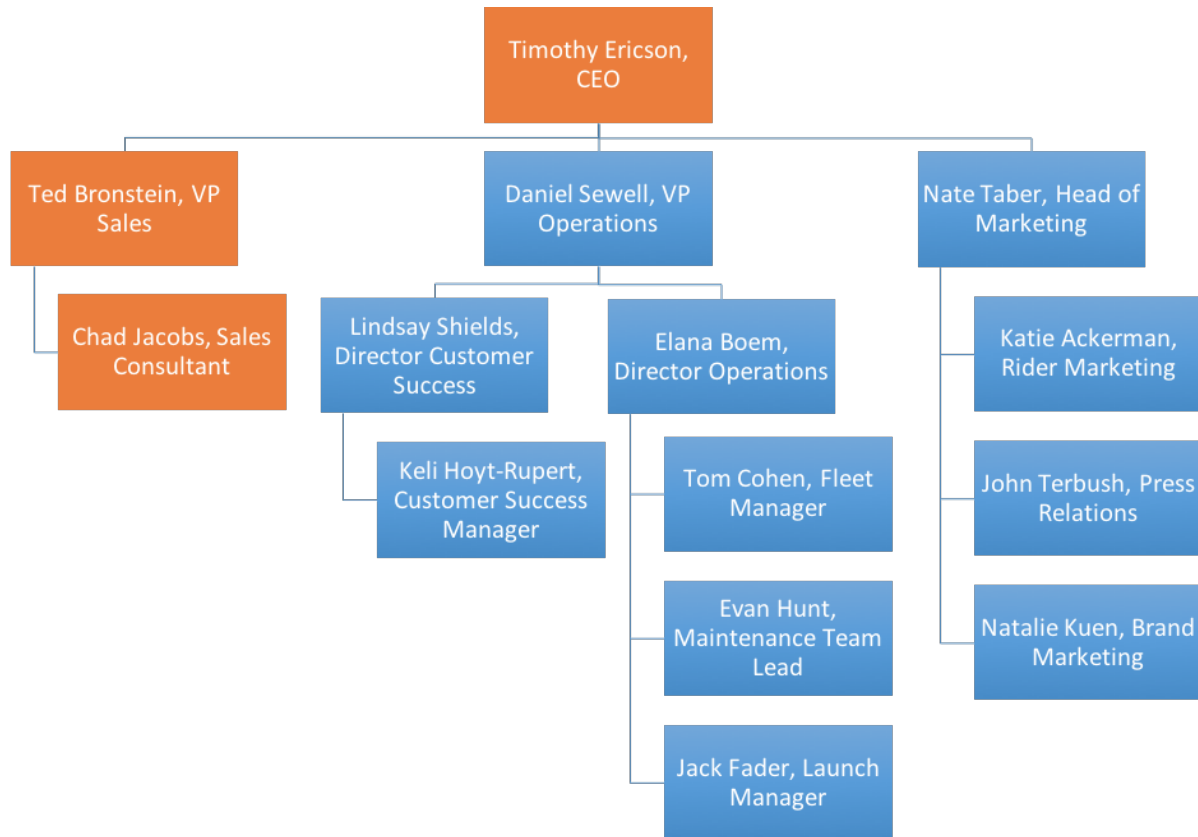
Phone

617-564-1508

Email

chad@zagster.com

3. Organization Chart



4. Company Information

Founded in 2007, Zagster provides industry-leading, full-service bike sharing solutions to cities, universities, corporate campuses, and multifamily properties across the U.S. and Canada.

Zagster's team has the experience, passion and member-first philosophy to create an excellent Key West Bike Share system. When you select Zagster, you are selecting a team that combines passion with expertise to make biking the most loved form of transportation in your city.

Zagster's team includes multiple Zipcar veterans, including VP of Operations, Dan Sewell, who developed Zipcar's operational business model. Many of the same strategies that were implemented at Zipcar to build world class car sharing services have been adopted by the Zagster team to build world class bike sharing, maintenance, and fleet operations services that are in use at Zagster's 170+ bike sharing systems.

In the last 18 months, Zagster has launched the majority of all bike share programs in the U.S. and Canada. As of July 2016, there are over 60 full-time Zagster employees dedicated to developing technology, implementing and operating bike share programs, and over 150 mechanics maintaining our bike share programs. Zagster's business model is the most scalable and most predictable in the industry.

With decades of transportation sharing experience, Zagster takes a highly consultative approach to bike share planning and design, and delivers a complete and comprehensive service. Zagster systems include hardware (connected bikes and stations), software (custom web and mobile apps), and 24/7 maintenance and operations, all wrapped into a low-cost, low-risk model. We call it “bike sharing as a service.”

The model is unique. With other systems you are required to weave together different technologies and operators, and buy bikes that restrict your ability to upgrade over time. Companies that simply develop hardware and software have proven to have much longer upgrade cycles and are much more prone to bankruptcy, which puts their customers' ability to take advantage of new bike share technology at risk. That option is costly upfront, and there is no guarantee that your bikes or systems will be able to integrate with all of the new technologies emerging in the bike share industry. The coolest smart-bike today will be a dinosaur in five years. If you don't believe us, imagine using the smartphone in your pocket until the year 2020.

With Zagster, the system works from day one, and over time, the advancements Zagster make are advancements your system makes. Every six to nine months, Zagster makes major innovations to the product and service. Zagster is always thinking of new ways to thrill its partners and members and meet the ever changing needs of the marketplace, and that's why with Zagster, Key West will always have the best technology and a partner in its success.

Because Zagster is continuously innovating and upgrading its service and technology, features may evolve over time; however, in general, Zagster's offering spans five categories: funding, planning, technology, operations, and promotion. Instead of outsourcing various components of the service to other vendors, Zagster's service is turnkey, allowing for more seamless implementation and growth.

5. Vendor's Past Performance on Similar Projects

In total, Zagster operates more than 170 bike share programs nation-wide. Our team is the most experienced and capable in the industry having implemented a multitude of bike share programs

with collaborative partners. The majority of our programs are funded in part by local business partners requiring our team to not only provide diverse services to satisfy stakeholders, but also to run a lean and organized operation to ensure the program is a success and can expand effectively over time.

Select Municipal Partners



Select Experience Examples

Albuquerque, NM

- Name: Bici Bike Share
- Client Contact: Valerie Hermanson, Transportation Planner (Mid-Region Council of Governments)
 - vhermanson@mrcog-nm.gov, [505.724.3611](tel:505.724.3611)
- Launched May 2015

- Proposed Completion Days: 29 Days
- Actual Completion Days: 29 Days
- Total Bikes: 75
- Program Background: The ABQ Bike Share is organized by a non-profit in partnership with the regional council of governments and the city. The program is funded by grants from PNM, ABQ's largest energy company, local private sponsors, the Mayor and City Council. The program launched with 25 bikes, has since expanded to 75, and is continuing to grow. The region recently secured a large grant for expansion into greater Albuquerque and Santa Fe.
- Program Sponsors Include: PNM, Historic District Improvement Company, BikeABQ, FatPipe ABQ, SilverMoon Lodge, Albuquerque 2030 District, Albuquerque Convention Center and National Hispanic Cultural Centre, Artichoke Cafe, Maddox & Co. Realtors, Molina Healthcare, TAL Realty.
- Membership Plan Options:
 - All plans have first 1.5 hours free and a \$30 per ride cap
 - 24-hour Pass \$3, \$3 per hour
 - Monthly Pass \$15, \$3 per hour
 - Annual Membership \$25, \$3 per hour
- Program website: zagster.com/abq

Fort Collins, CO

- Name: Fort Collins Bike Share
- Client Contact: Amy Lewin, Senior Transportation Planner, City of Fort Collins, CO.
 - alewin@fcgov.com, [970.416.2040](tel:970.416.2040)
- Launched April 2016
- Proposed Completion Days: 40 Days
- Actual Completion Days: 40 Days
- Total Bikes: 72
- Program background: The Fort Collins Bike Share launched in April 2016 in partnership with the City of Fort Collins, several local sponsors, and FC Bikes, converting their existing bike library to an automated bike share program with Zagster.
- Program Sponsors Include: City of Fort Collins, FC Bikes, Kaiser Permanente, New Belgium Brewing Company, Odell Brewing Company, Associates in Family Medicine, UC Health, Colorado State University.
- Membership Plan Options:
 - All plans have first 0.5 hours free and a \$18 per ride cap
 - 24-hour Pass \$7, \$2 per hour
 - Weekly Pass \$15, \$2 per hour

- Annual Membership \$60, \$2 per hour
- Program website: zagster.com/fortcollins

Carmel, IN

- Name: Carmel Bike Share
- Client Contact: David Littlejohn, Alternative Transportation Coordinator.
 - dlittlejohn@carmel.in.gov, [317.571.2306](tel:317.571.2306)
- Launched July 2015
- Proposed Completion Days: 30 Days
- Actual Completion Days: 30 Days
- Total Bikes: 90
- Program background: Zagster was selected by the City of Carmel, Indiana, to run its public bike share system in the Spring of 2015. The system has grown to 90 bikes in the region this year. This is the first public bike sharing system to include accessible bicycles (adult trikes).
- Program Sponsors Include: City of Carmel, Hamilton County, Carmel-Clay Parks & Recreation, Allegion, Clay Terrace, Market District
- Membership plan
 - Hourly Pass \$3 per, cap of \$24 per ride
 - Monthly Pass \$15, 1 hour free per ride, \$3 thereafter, cap of \$24 per ride
 - Annual Membership \$75, 1 hour free per ride, \$3 thereafter, cap of \$24 per ride
- Program website: zagster.com/carmel

6. Approach/Understanding of the Project and Product

a. Describe the scope of initial implementation including number of bicycles and recommended number of stations for each service phase.

Free Feasibility Study

Before beginning the implementation process, Zagster will first conduct a bike share feasibility study for the City of Key West at no cost. The feasibility study is a crucial step in our process and to our service as it ensures the program is designed in a manner that truly accomplishes the goals of the system. The feasibility study will include:

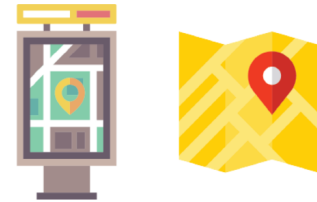
DEMAND ANALYSIS

We study your city to create a model that helps you understand the potential sources and volume of demand for shared bikes. The demand analysis is crucial for determining if bike sharing will suit your city.



COMPARATIVE ANALYSIS

See how your city compares to similar places that have implemented bike sharing. The Comparative Analysis allows you to plan for success and avoid points of failure.



SCOPE AND PHASE PLAN

Understand the potential size, scale and station locations for a bike-share program in your city. Scope and phase planning will help you identify key stakeholders and determine how to fundraise to launch and sustain a successful program.



ADVANCED IMPLEMENTATION SUPPORT PLAN

After completion of a feasibility analysis, Zagster's team of Bike Share Consultants will suggest specific implementation timelines, funding and sponsorship options, and recommendations for user pricing.

As part of an implementation proposal, Zagster may visit your city to demonstrate technology and work with stakeholders on key issues like permitting and way-finding, and to help you fundraise with local, regional or national sponsors.



Other feasibility studies can cost up to \$100,000. Our service is free and, if paired with a pilot program, delivers actual rather than theoretical data about bike sharing's viability in a given community.

Once we have a solid plan in place and have commitments from sponsors, we will then launch the program. Zagster recommends a phased approach to launching and growing bike share in Key West. Broken down, Zagster would like to suggest an alternative phased schedule to what the City of Key West has outlined in this solicitation. Rather than target five phases over time, Zagster recommends condensing this into three launch phase over the first 8-10 months. In our experience, programs that rely on local funding thrive on condensed timelines as we can promote a tangible goal to have the program reach its “full size” within the first year.

Overview of Phase One

With a contract executed by mid July, the initial launch will target 80 bikes at 16 locations across the entirety of Old Town in congruence with the Duval Loop bus line by this August.

Overview of Phase Two and Phase Three

After Phase One launch, Zagster will issue a press release in tandem with the City announcing fundraising for Phase Two. Phase Two will target an additional 80 bikes across 16 stations and will focus on New Town, specifically, points north of White Street focused on key transit destinations between Flagler Avenue and North Roosevelt Boulevard and along Smathers Beach. These locations will be identified by our bike share planner with input from the City planning division. The target launch date for phase two will be October 1st.

Phase three will target 30-40 bikes across 6-8 stations by February 1st, 2018 and will focus on Stock Island. Key target areas will include FKCC, Lower Keys Medical Center, Tennessee Williams Theater, target stops along Route 1, the Harbor District, and neighborhood points west of 5th Street.

b. Describe the proposed infrastructure and technology of the System.

Zagster includes everything required to run bike share as part of our “bike share as a service” model. This includes the bikes, software, locks, docks, and station signage. Below is a matrix that details technology and infrastructure included in the Zagster service:

Hardware	Software	Operations
Bikes	Zagster iOS App	Complete Maintenance
Docks	Zagster Android App	Repairs and Replacements
Lockboxes	Text Reservation Support	24x7 Rider Phone Support
Locks	Custom Website	\$4M General Liability Policy
Custom Branding	Real-Time Data	Marketing Assistance
Custom Signage	Administrative Dashboard	Dedicated Account Management

c. Provide a detailed description of the bicycles to be used, including manufacturing origin. Include information on any related hardware needed to operate and/or maintain the bicycles. Description should include information regarding the gearing, suspension, seat, branding, any onboard technology, and all other amenities (i.e. basket, bell, locks).

The Bike

The Zagster8, our flagship custom bike, is built for accessibility, comfort and reliability. This bike is over 30% lighter and its easier to handle than any other bike share bike, making it a great solution for a citywide program. The Zagster8 is the bike share bike that members want to actually own. The Zagster8 is custom built for bike sharing on the Fuji Breezer Uptown platform, winner of *Bicycling Magazine's* Editors' Choice for Best Commuter bike for an unprecedented four years in a row. In addition to its light aluminum frame, it has improved rust resistance and 26-inch wheels which are strong, durable and perfectly suited for the stop-and-go nature of constant, shared use. The Zagster8 comes with a low-step frame style and includes puncture-resistant tires, bike-powered automatic front and back lighting, as well as a variety of safety and comfort features that keep riders happy.



Frameset

The Zagster8's frame is made of durable and rust resistant 6061 aluminum alloy. It's 26" low-step frame style is optimal for member comfort in mounting and dismounting and provides a low center of gravity for increased stability while riding, and provides a one-size fits all solution to bike sharing.

Wheels

Puncture resistant, reflective Vera Citywide tires get members to their destination in style and safety.

Fenders

Stainless front and rear fenders keep members clean.

Drivetrain/Gears

The Zagster8 is named for its eight gears, the most gears available in the bike share market. The wide range of high-quality Shimano gears makes it easy to climb hills, while limiting top speed for safety. It is also renowned for its superior braking power as it relies on tried and true V-brakes.

Components

The Zagster8 has a comfortable, faux-leather saddle and faux-leather grips for extra style points.

Lighting

The Zagster8 includes an integrated front white light and rear red light that turn on automatically as soon as the bike moves, for ease of use and round-the-clock safety.

Extras

The Zagster8 includes a bell warning system and a front basket, making carrying cargo simple and convenient.

Sponsorship Locations

The Zagster8 has multiple locations on the bike for branding and sponsorship, including the frame, the bike basket and even the rear rack and chainguard.

Lock

The Bluetooth™ low energy (BLE) Smart Lock locks/unlocks at the touch of a button within the app, or by typing a code on the on-bike keypad. The solid-state design securely mounts the lock to the bike. This design provides an effortless rider experience by eliminating the need to tamper with the lock as well as prevents loss of equipment. This smart lock design is made exclusively for Zagster by AXA.



Manufacturing Origin

Zagster bikes are manufactured in Asia and assembled in the United States. Zagster stations and unlocking technology are manufactured and assembled in the United States.

Zagster's Docking Station & On-Bike Cable.

Zagster's K1.5 dock features a heavy-duty cable that securely attaches the bike in-between trips. This sleek, proprietary design ensures that users can clearly identify where to return and check out a bike while signage gives simple instructions and provides opportunities for branding. Zagster customizes signage to each program's brand, fostering a sense of place and community and welcoming people to become bike share members and frequent riders.



For quick stops during a ride, a second plug-in cable retracts from the back of the bike (not shown). This allows users to secure the bike to any fixed object. This cable is designed to be compatible with a wide variety of public bike racks.

d. Provide maintenance manual/protocol for the bicycles and any other needed infrastructure. Provide a timeline for replacement.

Maintenance Protocol

To Zagster, nothing else matters until its programs are useful to members and achieve customer goals. No matter how shiny and cool our bikes are, they will never maintain, rebalance, or operate themselves. Using data from years of bike share consulting, and feedback from bike share customers in over 35 states, Zagster has built the best maintenance and operations service in the history of bike sharing. Maintenance is more than a job -- it's a responsibility to keep members safe at all times. We pride ourselves on operational excellence and work every day to improve our already impressive service level. In fact, many of the operational tools and best practices we employ come directly from 10+ years of operational innovation at Zipcar.

Zagster's approach includes preventative and reactive maintenance. On the preventative end this means that our bikes receive a complete quality check at multiples stages of their deployment, and that they are routinely maintained by trained professionals. On the reactive end, Zagster immediately maintains bikes that have been flagged for maintenance and all bikes with issues discovered during routine inspections by Zagster's certified mechanics.

Zagster Certified Mechanics and General Maintenance Schedule

The Zagster Certified Mechanic (ZCM) program hires local bike maintenance professionals. Applicants are required to have at least two years of professional bike maintenance experience to be considered. Zagster holds multiple interviews and conducts knowledge tests and background checks on qualified applicants. Zagster provides selected ZCMs with training on its leading internal mobile app maintenance technology.

Zagster's ZCM team is proactive, reactive and always on. From the Home Office, Zagster dispatches ZCMs to your bikes and locations on a 24/7 basis. To ensure conformance to Zagster standards, ZCMs are in constant contact with the Home Office using internal mobile applications that track their location and each bike repair. Zagster offers these core services:

- Proactive, comprehensive 30-point maintenance checks for every bike, every two weeks
- Immediate remote disablement of bikes flagged for maintenance.
- Full service for bikes that can be repaired on site
- Removal and off-site repair of damaged bikes
- Free replacement parts
- Replacement bikes every three years

e. Describe the System modularity and expansion capability for stations (if applicable), bicycles, and technology.

Our Modular Station

Zagster has the most modular station in the bike sharing industry. Because expensive kiosks are not needed at each station, Zagster docks can be as small, or as large, as you want and can easily be expanded.

The Zagster station comes in both fixed (bolted into cement) and modular (free

standing rack) options and can be easily relocated if needed, with little site prep.



f. Describe any bicycle redistribution protocols and hardware maintenance protocols.

Zagster oversees all system redistribution protocols by hiring job-specific “rebalancers.” Reliable technicians familiar with bikes and bike sharing; may or may not have repair skills, provide rebalancing and bike wrangling as outlined below:

	Description of Support	Enhanced Zagster Support
Rebalancing	<ul style="list-style-type: none"> · The process of moving bikes from more full stations to less full stations · “Sweeps” through campus ensuring bikes are properly locked to docks and available · Rebalancing rhythm is established as bike usage and station utilization is evaluated · Completed in “sessions” of 1-2 hours, or in addition to other fleet work · Requires a car to transport bikes and may necessitate a parking pass 	<ul style="list-style-type: none"> · Rebalancing daily to three times a weekly, depending on expected usage
Bike Wrangling	<ul style="list-style-type: none"> · The process of patrolling campus for and responding to requests from Fleet Coordinator about bikes left off station · Can occur any time someone is present on campus · Identifies common locations where bikes are left to improve efficiency · Bikes left off station are recorded and Rider Services team follows up to change rider behavior 	<ul style="list-style-type: none"> · Wrangling to ensure 90% bike availability · Help monitor rider behavior and create bike share accountability

g. Provide a detailed description of how the System will function from a user’s perspective. This should include those seeking annual membership and those only needing a short term membership.

To join Key West's bike share, users will go to this website or will simply download the Zagster mobile app, choose the Key West program, and add their name, e-mail, phone number, and credit card information, before electronically signing a waiver. For users without smartphones, they will text the number displayed at the bike share station and will receive a return text with a unique code used for unlocking the bike from the dock.

The process for riding a bike with a smartphone are as simple as these 3 steps:

- 1. BORROW** - Enter the bike's number into the app and tap START RIDE. You'll get a unique code to enter into the keypad and the lock will automatically disengage.
- 2. RIDE** - Obey traffic laws, wear a helmet and be safe! You can use the app to lock up along the way if you want to make a short stop.
- 3. RETURN** - When you are ready to end your trip, bring the bike back to any Zagster station. Press the lock button on the keypad and attach the docking cable to the ring lock. To finish, tap **END RIDE** in the app.



1. Borrow

Enter the bike's number into the app. Get a single-use code to activate the ring lock.

2. Unlock

Enter the code into the keypad. The ring lock will automatically open. Remove the cable from the lock.

3. Ride

Have fun! Use the ring lock and on-bike cable to secure the bike during mid-ride stops.

4. Return

Press lock in the app or on the keypad. Slide the orange tab on the lock down and plug in the station cable.

One of the unique features of the Zagster service is the ability for members to securely lock up the bike at a non-Zagster station during their trip. This broadens bike usage, allowing members to stop at locations that do not have a Zagster station, and giving the program instant flexibility. Riders will receive 24/7 support from Zagster, and can contact customer support through the Zagster mobile app, mobile web, by text message or phone call to the Zagster call center for immediate multilingual support.



h. Vendor shall detail how potential riders without a credit card would access the system.

Zagster's unique system allows visitors and/or those without credit cards to easily access bikes. This is a great solution for hotels, community centers, libraries, and visitor reception areas. A security guard, front desk staff or other authorized staff can access Zagster's Virtual Kiosk, enabling access to bikes. Staff can see real-time bike availability and can start a trip for a rider in exchange for collateral, typically taking down ID information. Staff can write the access code on a Zagster-supplied temporary membership card, giving the rider basic instructions on accessing the bikes as well as the bike number and the bike's access code. To end a trip, riders take the bike back to the staff member or take the bike back to a station to be signed back in, or text the word "end" and the bike number to 202-99-WEZAG.

i. Provide recommended pricing for membership/pass levels and user rates knowing that the City will ultimately set these and that the City is adamant the pricing scheme should complement existing bike rental companies and encourage system users to use these bike rental companies for rentals lasting more than an hour.

Bike share programs that rely on recovering farebox revenue to fund operations and sustain the program invariably compete directly with local bike shops and often times defeat the sole goal of bike share, which is to incentivise people to ride!

The truth is, farebox revenue in bike share does not sustain or maintain bike share systems. If it doesn't do it in big bike share cities, with millions of people, like New York or Washington DC-- it goes without saying it will never do it in Key West. While some programs, like Orlando's Juice program, or Tampa's Coast program have attempted to cover the cost of bike share through rider fees by charging high hourly rates (both charge \$8 an hour for visitors), Zagster thinks that this model creates a financial barrier to usage and defeats the purpose of bike share, and, in the end, does not pay off--both the Juice and Coast programs are on the verge of total financial failure. Zagster strongly believes that by charging a premium to try to offset operational costs, you are not only preventing visitors and residents from riding bikes, you're also engaging in a business venture that history has proven time and again to be a failure.

Additionally, companies that propose operational funding schemes that use farebox revenue for funding harm local bike shop business because in an effort to make more money, they have to set competitive rates. Bike share is about getting folks from point A to B. Bike share is not about taking a bike to ride leisurely around Key West for a day and go sun-tanning at Fort Zach for five hours in the afternoon--that's what bike rental shops are for!

Zagster wants folks who are going to dinner on Duval street to take a bike share bike there so they don't have to worry about parking a car. If they want to ride longer they can go to a local bike shop and rent a bike!

To ensure the program is used for short trips and that folks go to rental shops for longer leisurely rides/all day excursions, it is important to implement a pricing structure that strongly incentivises this. In our evaluation, most trips on the Island should take between 15 and 50 minutes. Given that, we recommend the following structure to get folks to use bike share for short trips, and make the evaluation that they should rent a bike from shop for all day trips:

Time	Cost
First 60 minutes of usage	\$3.00
Each additional 60 minutes of usage	\$15.00

Above and beyond visitors to Key West, Zagster thinks that bike share will play a real role in the daily lives of residents of Key West. Many folks either cannot afford to drive a car, or would rather ride a bike to get around the Island, but do not want to take on the burden of bike ownership. With that in mind, Zagster would like to collaborate with the City of Key West to determine special rates for residents to complement local transit initiatives.

With respect to where the revenue from the farebox goes, Zagster returns 93% of all revenue back to the partner on a quarterly basis (7% is captured by credit card processing companies). It is common that our partners re-invest that money back into the program to offset costs, or to fund future site improvements. This method is far more successful as it allows us to charge fees that get people on bikes without the threat of the program becoming insolvent due to bad business planning.

j. Provide recommendations on what equipment and level of staffing would be required to sustain the initial System and future phases.

Zagster includes all of the necessary equipment and staffing required to sustain the system and will not require resources from Key West. Having said that, we anticipate hiring three mechanics and one bike rebalancer in step with each of the three phases.

k. Describe any safety recommendations, communication, or initiatives that would be included in this System.

During Registration Process

- Zagster can embed a safety video during registration, and can include a complimentary Key West waiver, if desired
- Zagster encourages members to buy helmets from Bern Unlimited, a Zagster partner, at special negotiated rates that are well below market prices
- Zagster can also provide bulk helmet pricing to the community. An example can be found at <http://zagster.com/helmetorder/>

On the Bike

- Puncture resistant tires for added stability
- Lower gear ranges to promote riding efficiency and make it easier to climb hills while limiting top speed
- Integrated front and rear lights that turn on automatically as soon as the bike moves, for ease of use and round-the-clock visibility

At the Station

- Selecting a well lit location
- Proper protection or barrier to car traffic
- Visible location patrolled by security staff
- Selecting locations that are under camera surveillance
- Ensuring the location is clean and well maintained
- Limited hours of access (both to riders as well as mechanic staff)

Communication and Other Initiatives

- Zagster recommends alignment meetings with Key West communications representatives in order to create a communication schedule in line with the start of the program.
- Zagster's community marketing team publishes an on-going monthly newsletter to address safety topics, and relevant initiatives specific to our partners

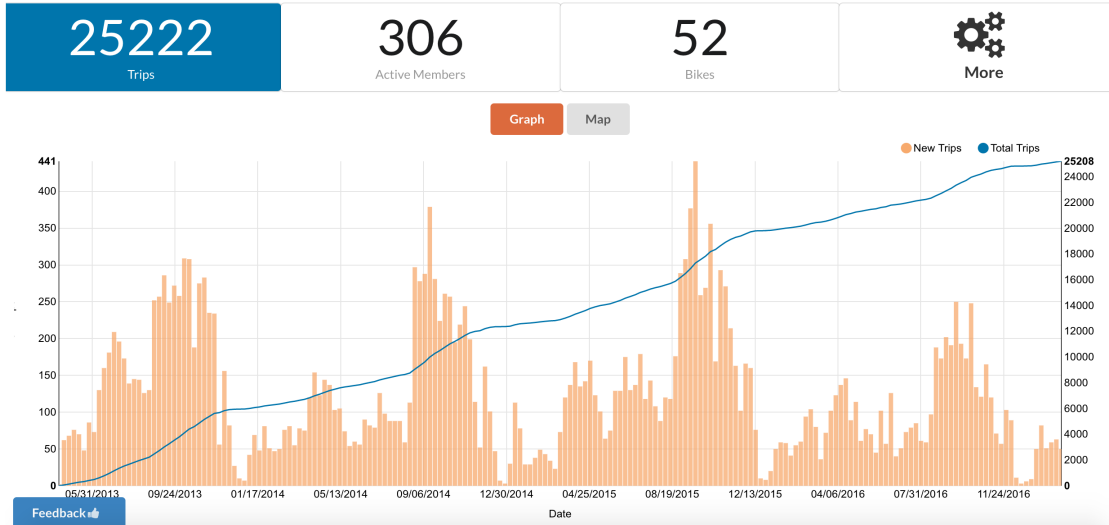
I. Describe all reporting features available to the City (i.e. system utilization, bike distribution, customer feedback, membership levels).

Reports

Zagster shares its data with customers for usage, planning and safety purposes. An overview of the reports that Zagster provides and what is included in each are listed below. Zagster also works with customers for special reporting needs.

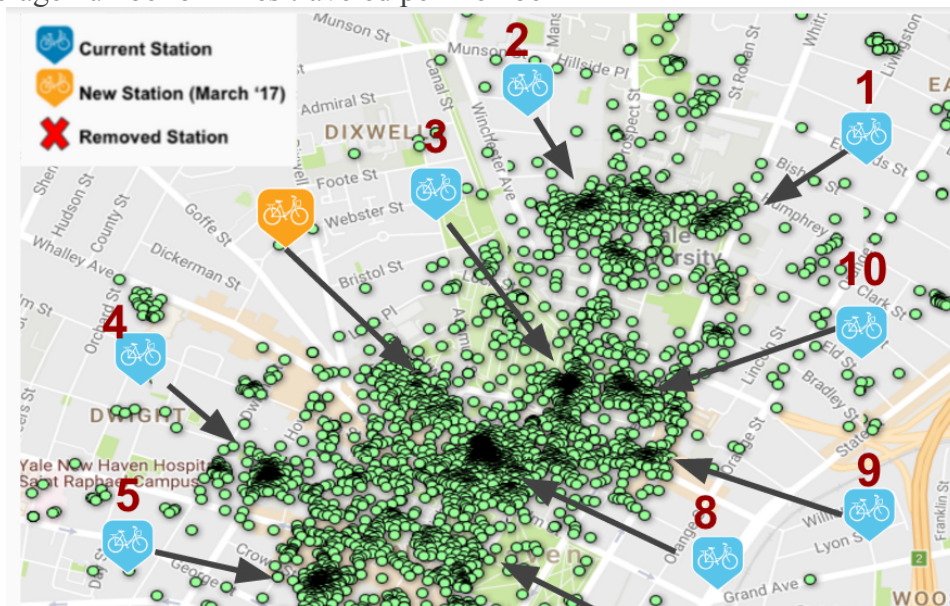
Member Reporting

- Number of active members and their membership plan (daily, monthly, annual, etc.)
- Number of new members registered and their membership plan
- Number of members cancelled and their membership plan
- Anonymous geographic information about where members live



Trip Reporting

- Average number of trips per day per bike
- Average length of each trip
- Average number of trips per day/month/year per member
- Number of trips started and ended at each station
- Number of trips per each membership type
- Number of trips per hour of the day, day of the week and month
- Average number of miles traveled per member



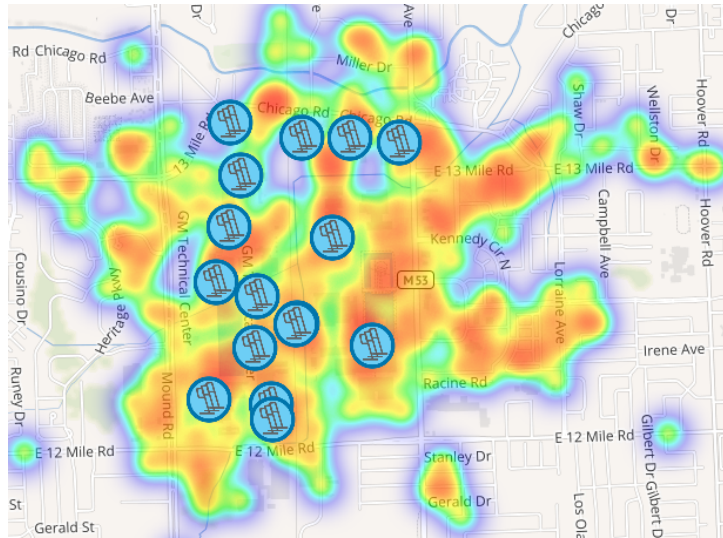
Issue Reporting

- Damage/theft report for bikes/stations
- Calls to call center by issue type

- Reported crashes/incidents and details
- Membership suspensions and reason
- Any reported technology outages/issues

Location Reporting

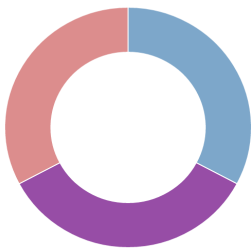
- Trip type (one-way or round trip)
- Heat mapping (illuminating the start and end points of trips)
- Mid-trip stops
- Member direction requests



Financial Reporting

- Membership revenue collected by month
- Usage revenue collected by month
- Refunds, credits or adjustments by month

Members by Account Status



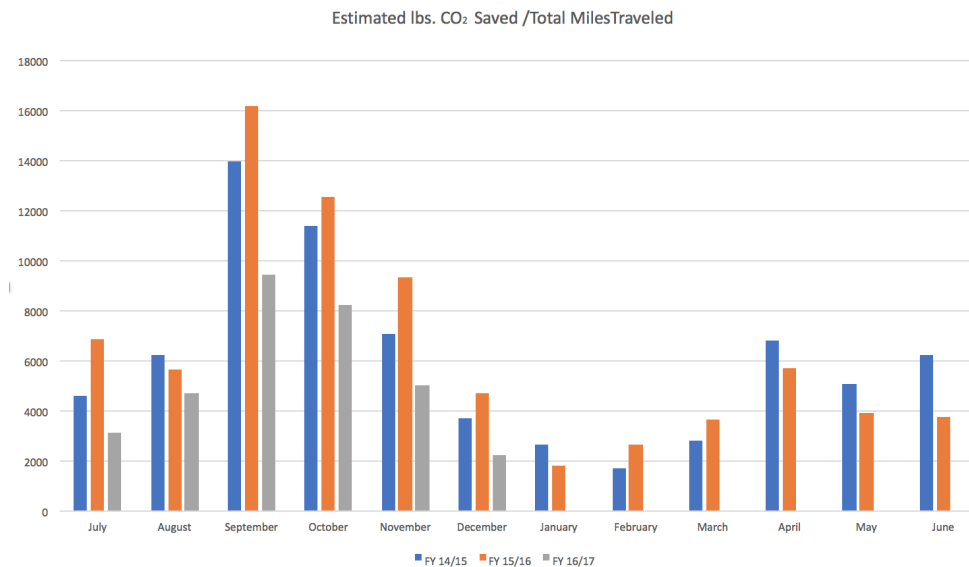
Membership Plans

Plan Name	Hours Free per Trip	Hourly Charge	Max Charge per Trip	One Time Fee	Late Fee	Eligibility	Active Members	Expired Members	All-Time Purchases
Pay Per Hour ✓ Plan Available ⚠ Secured Plan Expires after 24 hours	2 hours	\$ 3 USD	\$ 24 USD	\$ 5 USD	\$ 30	Eligibility	0 Active Memberships	48 Expired Memberships	48 All-Time Purchases
Pay Per Hour ✓ Plan Available ⚠ Secured Plan Expires after 720 hours	2 hours	\$ 3 USD	\$ 24 USD	\$ 10 USD	\$ 30	Eligibility	5 Active Memberships	20 Expired Memberships	25 All-Time Purchases
Pay Per Hour ✓ Plan Available ⚠ Secured Plan	2 hours	\$ 3 USD	\$ 24 USD	\$ 0 USD	\$ 30	Eligibility	301 Active Memberships	804 Expired Memberships	1105 All-Time Purchases

Feedback 👍

CO2 Savings

- Per Day
- Per Month
- Annual
- Miles traveled



Annual Report

Zagster’s Account Manager will provide an annual report with key trip, membership and financial data in an easy to read format for customers to share with their stakeholders.

m. Provide documentation affirming compliance with all Payment Card Industry Data Security Standards (“PCI-DSS”)

All Zagster technology is PCI Level 1 compliant.

Zagster’s third party payment processing partner is Braintree, a PayPal company, which is PCI-DSS level one compliant and one of the highest volume processors in the payment industry.

More information can be found at:

<https://www.braintreepayments.com/developers/security>

<http://usa.visa.com/merchants/protect-your-business/cisp/service-providers.jsp>

n. Describe compliance with ADA.

Zagster chooses stations that meet ADA compliance and that support a versatile range of vehicles. While many bike sharing systems have an engineered X-to-Y relationship between

their bikes and their stations, Zagster stations are compatible with a wide range of vehicles, including adult tricycles, hand-tricycles, recumbent bikes and electric pedal-assist bikes. Zagster provides such alternative vehicles at The Ohio State University and in the City of Carmel. Zagster has contracted with The Ohio State University to meet stringent ADA compliance requirements for all Zagster web services by their program launch in September 2015.

Handicap Accessible Bikes

Zagster is already the leader in accessibility and is currently the only bike sharing business with technology flexible enough to support a variety of bikes. Adaptive trikes and bikes can be retrofitted by Zagster to accommodate a vast array of accessibility needs. Options like hand-pedaled recumbent trikes make bike share possible for those who have challenges utilizing their lower body. Zagster is committed to offering solutions to address a variety of needs.



o. Describe any information (i.e. safety, way finding) to be placed on bicycle and/or at docking stations (if applicable).

Please refer to the above section “K. Describe any safety recommendations, communication, or initiatives that would be included in this System” for more information.

p. Describe what types of marketing will be provided. Include a discussion of branding and System naming options available to the City.

As the contract holder, the City of Key West has exclusive naming rights for the system. Individual sponsors will be given co-branded space, but the City has control of the aesthetic approach.

Program Marketing

As a program launches, we sit down with our customers to define and review success metrics. Not every program seeks the same results. Based on a customer's unique needs, we craft a marketing plan that details launch activities and quarterly initiatives. We also provide each customer with staff to ensure all marketing activities happen on a timely basis. Zagster provides examples of marketing materials (below), and can provide custom events such as a launch party or pre-launch tabling event.

Co-Branded Website and Mobile Experience

Sites are used as a hub for program registration and for information regarding station placement. We provide a co-branded, customizable site and mobile experience to support your entire program. The co-branded elements include website URL (i.e. zagster.com/<yourname>), your logo, panoramic banner to be used across the system, intro video, location map, real time pricing, site FAQ's, e-mail branding.

Custom Location Signage

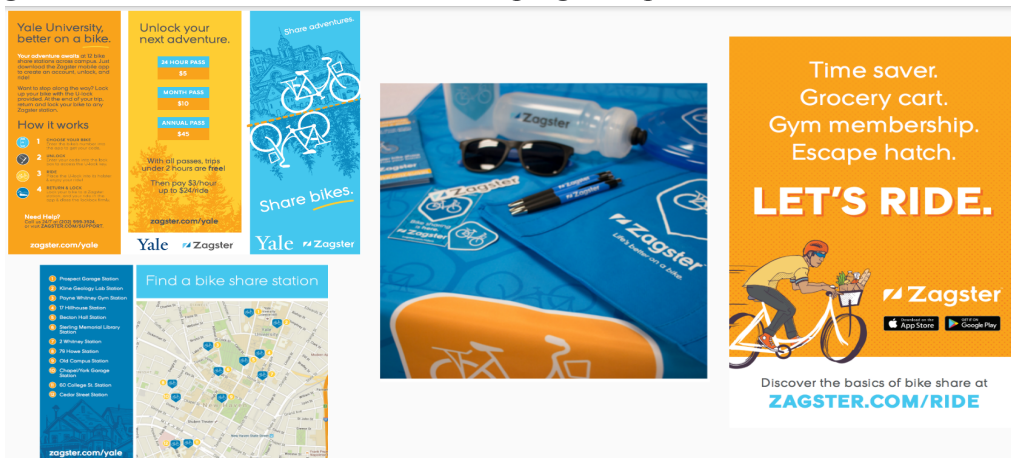
Location signage identifies your stations to members, provides information on how to join for non-members and presents instructions for taking trips. Additionally, directional signage can be employed to help members locate stations not fully visible from the street. Dimensions are 24" x 30" but can be larger to support sponsorship initiatives.

Co-Branded Bike Baskets/Bikes

Co-branded bike baskets are printed on weatherproof aluminum, mounted on the front of the bike basket.

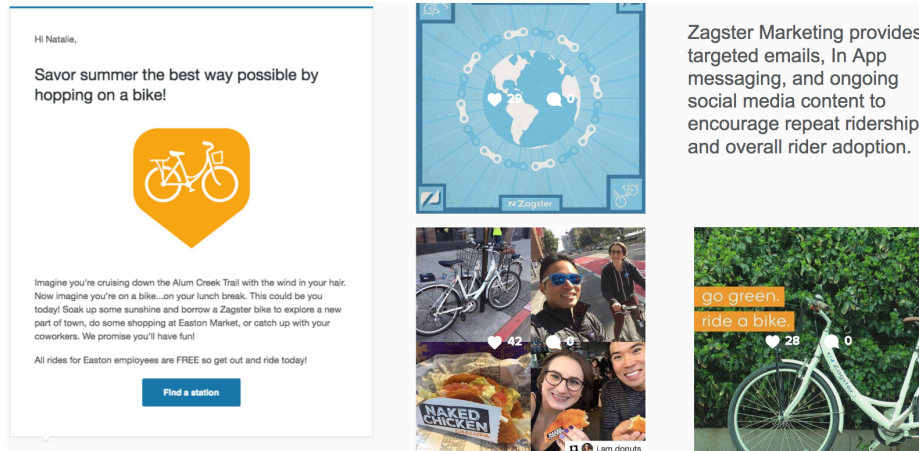
Co-Branded Marketing Materials

Zagster's suite of printed marketing collateral includes two-sided heavyweight postcards. These postcards are perfect for events and transportation fairs. These postcards provide information about Zagster and will be customized to include program-specific information.



Email and Social Media Marketing

Staying relevant to your community is a key part of success. Members play an important role in telling the story to others on why they should join and take a trip. Zagster regularly communicates with members and potential members via email and social outlets. Example email and social efforts include: membership benefits, announcements regarding new bikes and locations and member surveys. We can work with you and your team in any fashion to support your unique communication needs.



Public Relations Support

Getting the word out through trusted channels is a critical element of program success. Zagster will employ its public relations partner, Scoville PR (the same agency that works with Zipcar), and internal communications resources to get media attention before, during and after launch.

City Branded Basket and Station Wrapping / Sponsor Logo Space

See below for examples of city branded systems that have been funded by local partners:



City Branded Website and App / Sponsor Logo Space

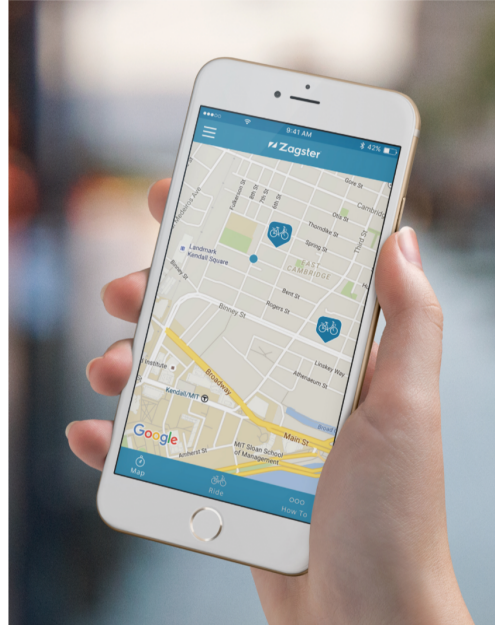


q. Describe all mobile applications available for the system.

Zagster's Mobile App

Zagster's technology will enable everyone in SLC with an internet connection or a mobile phone to learn about and join the SLC bike share program. Zagster's new mobile app is designed to enrich the user experience while also providing important security features.

The app features dynamic code generation, giving the user a new, unique code every time they unlock the bike. This reduces the chance of system misuse or abuse through writing down or sharing codes to gain untracked or unauthorized access to a bike. The new mobile app also has enhanced location detection, which will now confirm that Zagster users are parked at an authorized station before ending their trips. This will significantly improve bike availability across the system.



r. Describe what types of websites will be provided, if any. Include what services will be provided (i.e. membership/pass sign-ups, safety recommendations, system map, etc.).

Zagster provides all programs with their own custom website. The website allows riders to sign up, become a member, view safety recommendations, ask FAQs, and view an area map of the program. Please refer to the above section "P. Describe what types of marketing assistance will be provided," for more information about what is included in the website.

s. Describe what type of customer service support will be provided to the City.

Zagster provides all programs with a 24/7 customer support center. Additionally, all programs are assigned a member services manager who is tasked with performing proactive assistance to riders to make sure their user experience is as seamless as possible as well as reactive support in the event of an issue. This comprehensive rider service program includes:

- ✓ 24x7 phone and email support
- ✓ Achieving rider satisfaction ratings of 95+%
- ✓ Empowered, bilingual staff who are trained to handle all inbound calls
- ✓ A partnership with a third-party translation service with weekly call calibrations and monthly in person training
- ✓ Automated tools that provide support staff with instant data about the member, enhancing the rider experience
- ✓ Elasticity to support unlimited system members

t. Provide an estimated implementation timeframe from after an award would be issued.

Zagster anticipates a three month turn-around after award to a program launch. Once awarded, Zagster will implement our sponsorship outreach program to sign on committed partners. Parallel path to that process, we will begin contract review with the city and the footwork to launch the system. After a contract is executed, Zagster can have bikes on the ground within 4-6 weeks. Below is an overview of the tasks to launch after a contract is signed:

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Branding, Marketing, Sponsorships, Technology						
On Bike Branding				X	X	X
Location Collateral	X	X	X	X	X	X
Print & Digital Materials	X	X	X			
Marketing Plan	X	X	X			
Ridership Promotions	X	X	X	X	X	X
Update Website & App		X	X	X	X	
Sponsor Outreach	X	X	X	X	X	X
Sponsors Signed	X	X	X	X	X	X
Phase 1 Launch						X
Fleet Management & Warehouse						
Hire and Train Mechanics/Rebalancers	X	X	X	X	X	
Complete Site Selection and Permitting	X	X	X	X	X	X
Locate Staging Facility to Support Launch	X	X	X			
Build Bikes	X	X	X			
Ship to Staging Area				X	X	

u. Warranty parameters of the System and/or System components.

Zagster covers the cost of all replacements and maintenance as part of our annual service.

v. Provide estimate, in number of days, from contract signing to system launch and provide any caveats that should be considered.

Zagster recommends a target launch date of August 1st, 2017 approximately one month after our goal contract execution date.

w. Discuss how the System can deal with issues of equity.

Zagster recognizes how important it is for people of all socioeconomic backgrounds to have easy access to bikes. As a technology-driven solution, Zagster supports mobile applications and text messaging for bike access, which supports anyone with a cell phone, and a credit or debit card. While this supports the vast majority of bike share customers, Zagster understands it does not support all.

Zagster provides free programs in a few communities around the country, such as Stark County, OH, and Jackson County, OR. In these programs, Zagster is open to people without cell phones and the unbanked. Providing free access to bike sharing programs presents unique challenges, but overall there is a great opportunity for the City of Key West to open up the program in a similar way. Zagster will seek partnerships with public organizations and banks in order to underwrite station locations in lower socioeconomic neighborhoods, enabling eligible riders to gain access to Zagster bikes in person without having to provide credit card information. Zagster's technology allows the City and its partners to see real-time bike availability and start a trip for a rider. Riders will receive a text message with the bike access information, giving the rider access to a specific available bike. Zagster is committed to working with the City of Key West on a fair and economically viable solution.

Zagster is able to provide access to bike share for all Key West residents and visitors, including ones with physical disabilities. Zagster launched the first ADA compliant bike share program with Ohio State in 2015, and can offer trikes, side-by-side, hand cycle, and cargo bicycles.

6. Experience of Key Personnel

Primary Contact

Chad Jacobs, South East Sales Consultant

Chad is a seasoned bike share expert. In the past 24 months alone, Chad has gone on to launch sponsored bike share programs with twenty cities, seven universities, and is an industry expert in sourcing local sponsors from communities across the country to fund bike share. Chad will be instrumental in facilitating on-going growth and expansion for the City of Key West. With a background in Government Sales, Community Fundraising and Campaigning, Chad has an multifaceted educational background having received a B.A. from George Washington University in Anthropology and a Certificate of Arabic Proficiency from the American University in Cairo.

Executive Team

Timothy Ericson - CEO and Co-Founder

Timothy co-founded Zagster in 2007, after being inspired by the launch of the Velib' bike sharing service in Paris. He merged his background in corporate IT at a Fortune 500 company with his passion for biking to create a company that now leverages technology to make bikes accessible to hundreds of thousands of Americans. As CEO, to execute this vision, Tim has raised more than \$6 million in funding from leading venture capitalists. He holds an undergraduate degree from Drexel University where he received the Young Alumni Entrepreneur Award. He has volunteered for organizations such as the Network for Teaching Entrepreneurship as well as many educational institutions.

Daniel Sewell - Vice President of Operations

Dan applies his knowledge and experience from eight years at Zipcar, the world's top car sharing service, to Zagster, the leader in the bike sharing industry. As a member of Zagster's executive team, he contributes to innovation and continuous improvement. Dan's Zipcar experience translates directly to Zagster's focus on quality control and member-based performance enhancements. At Zipcar, Dan developed the first operational model, which became the flagship operation for the company, and the basis for Zipcar partners across the country. Dan leads the customer-facing teams responsible for logistics, maintenance and customer support. Dan's operational skill is also used in Zagster's internal business operations, including billing, tech support, operation center improvements and metrics for measuring success. Dan has a B.A. from Suffolk University.

Ted Bronstein - Vice President of Sales

Ted leads Zagster's sales team in working with potential customer to establish new bike share systems. Ted brings a constant focus on the value of bike sharing to members, customers and sponsors, establishing each system for success and growth. Ted brings years of experience in complex sales leadership positions with venture-backed technology startup companies, such as Yesware and Brightcove (NASDAQ:BCOV), where he led the company in new client partnerships prior to its initial public offering. Ted is both a US and Netherlands citizen, where he studied in Utrecht and Amsterdam and cultivated his love for biking. He experienced first hand how biking can be the best transportation option in congested communities. Ted graduated with a B.A. from Bates College.

Nate Taber - Head of Marketing

Nate leads Zagster's marketing department in designing and executing promotional and engagement programs for both Zagster's corporate business and its partner bike sharing systems. His team includes dedicated graphic designers, program managers and communications professionals that work to ensure the marketability and success of Zagster's bike sharing partners. Nate brings deep experience executing complex physical and digital marketing programs for both startups and Ultra Electronics, an established global technology manufacturer. He cut his teeth on biking and municipal transportation riding the Burke Gilman trail in Seattle and being exposed to campaigning and development work with SDOT and WSDOT from a young age. Nate graduated from Western Washington University with a B.A. in Economics and a minor in Mathematics.

John Williams - Public Relations

A senior communications executive, John has more than 20 years of experience in every facet of marketing and public relations. His publicity strategies and execution continue to result in features on clients in nearly every respected and influential media outlet, including the Wall Street Journal, Forbes, Time Magazine, CNN, NPR, USA Today, Washington Post, NY Times, Fortune Small Business, Discovery Channel, PBS, ABC World News Tonight – even the Jay Leno Show. John has been one of the most influential people in driving awareness of shared use mobility systems in the United States over the past 12 years. At Zagster, John's efforts have driven broad national awareness for the company's novel approach to bike sharing. John has also worked at the executive levels inside and as a consultant to Zipcar, where he played a formative role in the success of car sharing, taking it from a niche idea, to a public company and leader in the global car sharing industry.

7. Sponsorship and Revenue Approach

Zagster returns 93% of all revenue back to the City (7% is kept by credit card processing companies). Please see above section “i. *Provide recommended pricing for membership/pass levels and user rates knowing that the City will ultimately set these and that the City is adamant the pricing scheme should complement existing bike rental companies and encourage system users to use these bike rental companies for rentals lasting more than an hour*” for a more in-depth overview.

Outreach to Potential Sponsors

With guidance from the City of Key West (and any introductions if there are already sponsors excited about bike share), Zagster can source ample local business to fund the program in full. This is a method that we have deployed with 100% success rate across the country from name-brand Cities like Albuquerque, NM to small communities in rural Georgia with towns that no one has ever heard of like Carrollton, and Suwanee.

On day one Zagster will sit down with stakeholders from Key West and engage over the best areas to look for support to grow the bike share program. No two communities are the same and having input from the City of Key West will be invaluable in the process of reaching out to the best partners. Once we have determined the best stakeholders, our business development team will take care of the rest by executing initial contact to schedule meetings, coordinating informational seminars, launch phases, contract signing, and interfacing with the launch team to make sure we are delivering on the program for all stakeholders. Because we are a bike share service provider, it is in our interest to not only grow the program effectively, but also forge long-lasting high value relationships that benefit all members of the community.

Timeframe for obtaining sponsors to fully sustain the Bikeshare System for each potential phase.

Based on past success implementing programs like this, we will aim to have all interested sponsors signed on to the program by June 30th in order to deliver on a launch in August. For more information about this process, please refer to the timeline detailed in the above section “*Provide an estimated implementation timeframe from after an award would be issued.*”

Sponsorship terms

Zagster recommends all sponsors sign on for the term of the contract. Typically Zagster holds three year contracts with communities with the option for two one-year renewals.

Sponsorship types

Zagster typically sees the greatest success partnering with businesses in the community that see personal value in hosting a bike share station. These partners are diverse and range from local banks, breweries, coffee shops, hotels, multifamily properties, Downtown Development Authorities, and universities.



Sponsorship packages

Studies have shown that 79% of bike share riders spend money while they ride a bike share bike at a local business. Bike share is not only a great opportunity from an advertising perspective, it is invaluable for fostering growth and harmony in the local economy. Our business development team understands the value of bike share goes beyond just the bike and is the most experienced team in the industry when it comes to engaging local partners, discovering how they value bike share, and ultimately growing the system.

Zagster sponsorship packages of one station and 5 bikes. Packages will include the following:



Station Sponsor-\$9,000

- ▶ Station placement priority
- ▶ Choose from standard cruiser or specialty bikes
- ▶ Brand inclusion on each sponsored station
- ▶ Brand inclusion on 5 bikes
- ▶ Brand inclusion on all marketing collateral and system maps
- ▶ Limited brand inclusion on system website, rider communications, social media & promotions
- ▶ App logo impression package
- ▶ Landmark priority package (landmarks included on system maps in local marketing collateral to riders)

8. References

Albuquerque, NM

Valerie Hermanson, Transportation Planner (Mid-Region Council of Governments):
vhermanson@mrcog-nm.gov, [505.724.3611](tel:505.724.3611)

Carmel, IN

David Littlejohn, Alternative Transportation Coordinator: dlittlejohn@carmel.in.gov,
[317.571.2306](tel:317.571.2306)

Fort Collins, CO

Amy Lewin, Senior Transportation Planner, City of Fort Collins, CO: alewin@fcgov.com,
[970.416.2040](tel:970.416.2040)

9. Pricing – (SEPARATE SEALED ENVELOPE)

10. Sworn Statements and Affidavits

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

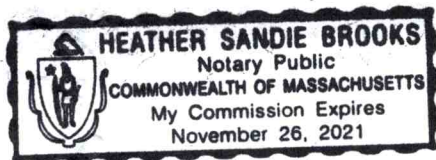
I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: 

sworn and prescribed before me this 24th day of February 2017

NOTARY PUBLIC, ~~State of Florida~~ state of Massachusetts

My commission expires: November 26th 2021



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West

by 

(print individual's name and title) Ted Bronstein, VP Sales for
Zagster, Inc.
(print name of entity submitting sworn statement)

whose business address is 25 First street, suite 104 Cambridge, MA 02141

and (if applicable) its Federal Employer Identification Number (FEIN) is

45-5413401
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by

the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(SIGNATURE)

2/24/17

(DATE)

STATE OF Massachusetts

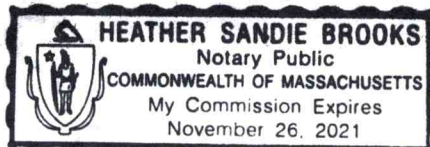
COUNTY OF Middlesex

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Heather Brooks who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
24th day of February 2017



NOTARY PUBLIC

My commission expires: November 26th 2021



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Massachusetts)
: SS
COUNTY OF Middlesex)

I, the undersigned hereby duly sworn, depose and say that the firm of Zagster, Inc.

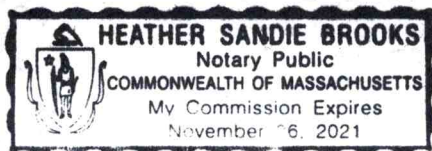
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: [Signature]

Sworn and subscribed before me this 24th day of February 2017.

NOTARY PUBLIC, State of Massachusetts at Large

My Commission Expires: November 26th 2021



CONE OF SILENCE AFFIDAVIT


Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF Massachusetts)
 : SS
COUNTY OF Middlesex)

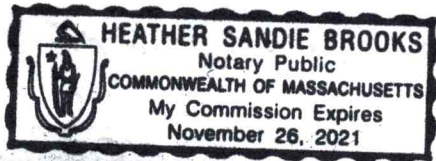
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Zagster, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

24th day of February, 2017.


NOTARY PUBLIC, State of Massachusetts at Large

My Commission Expires: November 26th 2021



Sec. 2-773. Cone of Silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city

evaluation and/or selection committee therefore; and

- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publically noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)