

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
Knock Software, Inc. ("Contractor")
for
Ride Report Software Platform**

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between Knock Software, Inc. having offices at 11 NE MLK Jr. Blvd, Suite 503, Portland, OR 97232 and the City, a home-rule municipality incorporated by the State of Texas.

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Document
- 1.1.2 Negotiated Terms and Conditions
- 1.1.3 Contractor's Offer, incorporated herein and attached as Exhibit A hereto

1.2 Compensation.

Contractor shall be paid a total Not-to-Exceed amount of \$70,000.

1.3 Term of Contract.

This Contract shall become effective on August 15, 2021 and shall remain in effect for a period of 24 months.

- 1.4 Designation of Key Personnel.** The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
Contractor Contract Manager	Michael Schwartz	(773) 456-1734	michael@ridereport.com
City Contract Manager	Ken Bragdon	(512) 974-7050	Ken.Bragdon@austintexas.gov
City Procurement Specialist	Gil Zilkha	(512) 974-2696	Gil.Zilkha@austintexas.gov

- 1.5 Invoices.** The City's preference is to have invoices emailed to ATDAccountsPayable@austintexas.gov or mailed to the below address:

	City of Austin
Department	Austin Transportation
Attn	Accounts Payable
Email Address	ATDAccountsPayable@austintexas.gov
Address	901 S. MoPac Expressway, Bldg. 5, Suite #300
City, State, Zip Code	Austin, TX 78746

For questions regarding your invoice/payment please contact the City Contract Manager.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

Knock Software, Inc.

William Henderson

Printed Name of Authorized Person

Signature

CEO

Title:

August 25th, 2021

Date:

CITY OF AUSTIN

Gil Zilkha

Digitally signed by Gil Zilkha
DN: cn=Gil Zilkha, o=City of Austin, ou=Purchasing
Office, email=Gil.Zilkha@austintexas.gov, c=US
Date: 2021.08.27 09:16:02 -05'00'

Printed Name of Authorized Person

Signature

Title:

Date:

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1. GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.
- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. Delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

- iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
- i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 AUDITS AND RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.

- ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.10 STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.16 DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
 - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
 - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A

CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
- i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information

furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.

- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
 - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.22 PUBLICATIONS:

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 NO CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.25 GRATUITIES:

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

1.27 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.29 WAIVER:

The claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 INTERPRETATION:

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1.32 DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 JURISDICTION AND VENUE:

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.34 INVALIDITY:

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

1.35 HOLIDAYS:

The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.36 SURVIVABILITY OF OBLIGATIONS:

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 EQUAL OPPORTUNITY:

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a "company", then the Contractor verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this Contract.

C. The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 INSURANCE:

A GENERAL INSURANCE REQUIREMENTS:

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:
City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
- xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.

- xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- i. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
 - b. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
 - b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 - ii. **Professional Liability/Technology Errors and Omissions Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

EXHIBIT A
Contractor's Offer



City of Austin

2006 East 4th Street, Austin, TX 78703

Cost Estimate

Description	Unit Price	Qty	Amount
Micromobility Tools: Large City. Year 1	\$35,000	1	\$35,000
Micromobility Tools: Large City. Year 2 (Option)	\$35,000	1	\$35,000
Total Estimated Costs			\$70,000

Ride Report
11 NE MLK Jr. Blvd. Suite
503 Portland, OR 97232
hello@ridereport.com
ridereport.com

773.456.1734
August 3, 2021



City of Austin

Austin Transportation Department

1111 Rio Grande Street, Austin, TX 78701



Appendix A: Ride Report Platform

Ride Report is a web-based micromobility management and compliance software platform that helps cities make sense of scooters and other emerging mobility, enabling data-driven management. Cities use Ride Report to create and enforce regulation, and advance community, climate, and equity goals. Ride Report's cloud-based software as a service (SaaS) platform is ready for immediate deployment and is "off-the-shelf."

Ride Report's platform is licensed to the City of Austin for one calendar year, terminating on August 14, 2022. On August 15, 2022, at midnight United States Central time, City will lose access to the platform without renewal or amendment to this contract.

Ride Report will make its web-based compliance tools accessible to Authorized Users. Source data will be aggregated from shared micromobility operators deploying fleet systems in the City's service area, including stand-up electric scooters, electric assist bicycles, pedal bicycles, and other forms of mobility as agreed upon by Ride Report and the City.

Below is a representation of existing dashboard functionality as of the date of this contract. As a constantly evolving software platform, these features are subject to frequent and ongoing updates and are subject to change throughout the duration of the contract term.

Ride Report
11 NE MLK Jr. Blvd. Suite
503 Portland, OR 97232
hello@ridereport.com
ridereport.com

503.577.3617
June 11, 2021

- 1. Accurate realtime monitoring and information**
 - a. Realtime map-based vehicle view, including:
 - i. Default 2-D map
 - ii. Satellite map
 - b. Realtime vehicle availability heat map
 - c. Filtering capabilities
 - i. Operator
 - ii. Vehicle status
 - iii. Vehicle type
 - iv. Status duration
 - d. Realtime vehicle details, including:
 - i. Vehicle code visible on device¹
 - ii. Status (i.e., available, maintenance, etc.)
 - iii. Duration of status (e.g., “unavailable since yesterday at 3pm”)
 - iv. Operator
 - v. Vehicle type
 - vi. Last seen time
 - vii. Parking photo²
 - e. Search by vehicle code
- 2. In-dashboard deployment reports and statistics**
 - a. Daily, Weekly, and Monthly MDS reports, including the following stats by operator:
 - i. Max available
 - ii. Max unavailable
 - iii. Max parked
 - iv. Number of trips (ready for use in invoices for trip based operator fees)
 - v. Morning deployed vehicles
 - vi. Trips per vehicle per day
 - b. Filter vehicle deployment numbers by:
 - i. Vehicle type
 - ii. Area of interest
 - iii. Operator
- 3. Areas of interest**
 - a. Define up to 10 areas of interest for monitoring and compliance

¹ To see permanent vehicle code, Mobility Data Specification (MDS) feed must be enabled

² Operator must include photo as part of MDS feed.

- i. Daily, weekly, and monthly reports available by operator, by areas of interest. Metrics by area of interest include:
 - Trip starts
 - Trip ends
 - Morning deployments across various time periods
 - Trips per vehicle per day
 - Max available (including screenshot ready line charts with custom date ranges)
 - ii. Filtering real-time analysis by area of interest
- 4. Download capabilities**
 - a. All metrics described in #2 and #3 above may be downloaded into .csv files.
 - b. Areas of interest definition files also available for download in GeoJSON format
- 5. Industry leading security and privacy features**
 - a. Ride Report data aggregation and anonymization services
 - b. Privacy and security best practices
- 6. One-time MDS Compliance Report for each operator**
 - a. Auditing each operator MDS trip and endpoints for
 - i. Adherence to MDS specification
 - ii. Best practices and data trustability
- 7. Daily email compliance reports³**
 - a. Morning and daily vehicle deployments
- 8. Data auditing and operator feed information**
 - a. Daily MDS health reports for each operator within the service area
 - i. Ensuring data trustability and adherence to the specification
 - ii. Monitoring operator data feed outages
 - b. Quarterly delivery (up to four per year)
- 9. Fees and Invoicing**
 - a. Invoicing showing public right of way and per-trip fees, by operator, with downloadable paper trail auditing to support calculations. Printable monthly invoices by operator

³ Up to two named users

- b. Additional data quality check to search for gaps before creation of invoices

10. Visualizations

- a. Visualization of origin and destination information in hex-bin shapes with ability to download to GeoJSON format. Custom date range and time of day
- b. Visualization of route preferences and trip counts by street segment with customizable date range and time of day. Ability to download to GeoJSON and ArcGIS JSON format. Can view routes by vehicle type.
- c. Heatmap and cluster analysis of historic trips endpoints (start or end)
 - i. Ability to filter by MDS status and event_types
- d. Chart visualizations of key metrics by custom date range, vehicle type, and operator including
 - i. Trip duration
 - ii. Trip distance
 - iii. Trips by hour
 - iv. Trips by date
 - v. Max available vehicles
 - vi. Mean available vehicles
 - vii. Trips per mean available vehicles
 - viii. Average vehicle idle time

11. Policy compliance module

- a. Define, create, and edit digital policy rules for micromobility program, including caps, no parking zones, and minimum deployments.
- b. View and download compliance with policy rules for above metrics by operator

12. Draw custom areas of interest for tracking metrics, policies, and real-time counts

13. Operator Partnerships and Dashboards

- a. MDS integration with all active Austin micromobility operators as of contract date
- b. Signed data sharing agreements with all active Austin micromobility operators as of contract date
- c. Operator facing dashboards for shared understanding of key performance indicators

14. Customer Support

- a. Biweekly team calls to discuss policy and communications best practices, new feature

development, and other micromobility program topics

- b. Dedicated customer success manager
- c. Assistance crafting data-driven communications and analyzing usage and complaint patterns

15. Early access to new features and initiatives

- a. Potential new features could include (but are not required as part of this contract):
 - i. Publicly available open data portal
 - ii. Exposure of Policy API endpoints for operator use
 - iii. Point to point carshare compliance if Austin launches pilot
- b. Testing of payments features for feedback and development
 - i. Invoice status
 - ii. Transfer of funds

Ride Report Service Agreement

This Ride Report Service Agreement (this "**Agreement**"), effective as of August 15, 2021 (the "**Effective Date**"), is by and between Knock Software, Inc, a Delaware corporation doing business as Ride Report ("**Ride Report**"), with offices at 11 NE Martin Luther King Jr. Blvd, Suite 503, Portland, Oregon 97232 ("**Ride Report**") and The City of Austin, a Texas Municipality with offices located at 2006 East 4th Street, Austin, Texas, 78702 ("**City**"). Ride Report and City may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Ride Report provides access to the Services to its customers; and

WHEREAS, City desires to access the Services, and Ride Report desires to provide City access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to City's use of the Services that is used by Ride Report in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Authorized User**" means City employees (i) who are authorized by City to access and use the Services under the rights granted to City pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) "**City Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of City or an Authorized User through the Services.

(d) "**Documentation**" means any user manuals or guides relating to the Services provided by Ride Report to City either electronically or in hard copy form.

(e) "**Implementation Date**" means the date that the Services are made completely available to City, but in case later than 60 days after the Effective Date.

(f) "**Ride Report IP**" means the Services, the Documentation, and any and all intellectual property provided to City or any Authorized User in connection with the foregoing. For the avoidance of doubt, Ride Report IP includes Aggregated Statistics, any information, data, or other content derived from Ride Report's monitoring of City's access to or use of the Services, and all data generated by users of Ride Report's mobile application.

(g) "**Operator Data**" means any third-party products or data described in **Exhibit A** provided with or incorporated into the Services.

(h) "Services" means the software-as-a-service offerings described in Exhibit A.

(i) "Shareable Data" means data that is viewed in the Ride Report dashboard or in summary reports that are not marked confidential that the City may share with third parties because of its necessity to the City for either administering its micromobility program or for transportation planning purposes. Ride Report will make commercially reasonable efforts to ensure Shareable Data expressly excludes any personally identifiable information or data that may be used directly or indirectly to identify an individual human being by name or address, even if used in combination with other information or records available in the public domain. Currently approved Shareable Data includes:

- Total trips aggregated across operators, rounded to nearest 1,000
- Trips/vehicle/day aggregated across operators, rounded to nearest whole number
- Total vehicles aggregated across operators, rounded to nearest 100
- Total number of trips and percent of trips with origins and destinations from a particular geography (e.g., neighborhood), aggregated across operators, rounded to nearest 1,000, minimum 1,000 trips
- Heat maps aggregated across operators that do not show specific numbers (i.e., screenshots or reconstituted maps; not downloaded GeoJSON files)
- Origin/destination maps from dashboard aggregated across operators that do not show specific numbers (i.e., screenshots or reconstituted maps; not downloaded GeoJSON files)
- Parking clustering data (e.g., heat maps) aggregated across operators
- Operator specific stats related to compliance
 - Number of days meeting geographic requirements
 - Number of days meeting minimum and maximum deployment levels
 - Fines
 - Number and percent of days with trips (or other behavior) above/below benchmarks for increasing or decreasing caps; this does NOT include the specific number, but rather an estimate of frequency of meeting the criteria

Additional data may be designated as Shareable Data upon written permission from Ride Report, contingent upon related approval from the owners of the Operator Data. Neither Ride Report nor the owners of the Operator Data are obligated or required to designate additional data as Shareable Data.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on City's payment of Fees and compliance with all other terms and conditions of this Agreement, Ride Report hereby grants City a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to City's internal use. Ride Report will provide to City the necessary passwords and network links or connections to allow City to access the Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Ride Report hereby grants to City a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for City's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. City will not use the Services for any purposes beyond the scope of the access granted in this Agreement. City will not at any time, directly or indirectly, and will not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Ride Report reserves all rights not expressly granted to City in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to City or any third party any intellectual property rights or other right, title, or interest in or to the Ride Report IP or Operator Data.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Ride Report may temporarily suspend City's and any Authorized End User's access to any portion or all of the Services if: (i) Ride Report reasonably determines that (A) there is a threat or attack on any of the Ride Report IP or Operator Data (B) City's or any Authorized End User's use of the Ride Report IP or Operator Data disrupts or poses a security risk to the Ride Report IP or Operator Data or to any other customer or vendor of Ride Report; (C) City, or any Authorized End User, is using the Ride Report IP or Ride Report Data for fraudulent or illegal activities; or (D) Ride Report's provision of the Services to City or any Authorized End User is prohibited by applicable law; (ii) any vendor of Ride Report has suspended or terminated Ride Report's access to or use of any third-party services or products required to enable City to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Ride Report will use commercially reasonable efforts to provide written notice of any Service Suspension to City and to provide updates regarding resumption of access to the Services following any Service Suspension. Ride Report will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Ride Report will have no liability for any damage, liabilities, losses, or any other consequences that City or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Ride Report may monitor City's use of the Services and collect and compile Aggregated Statistics. As between Ride Report and City, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Ride Report. City acknowledges that Ride Report may compile Aggregated Statistics based on City Data input into the Services. City agrees that Ride Report may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

3. City Responsibilities. City is responsible and liable for all uses of the Services and Documentation resulting from access provided by City, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, City is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by City will be deemed a breach of this Agreement by City. City will use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and will cause Authorized Users to comply with such provisions.

4. Service and Software Support. The access rights granted hereunder entitles City to the support services described in Exhibit A.

5. Fees and Payment.

(a) Fees. City will pay Ride Report fees of \$35,000 ("Fees") in exchange for Ride Report's provision of the Services set forth in **Exhibit A** during the Initial Term, without offset or deduction. City will make all payments hereunder in US dollars upon execution of this Agreement.

(b) Taxes. All Fees and other amounts payable by City under this Agreement are exclusive of taxes and similar assessments.

6. Confidential Information.

(a) Except for Shareable Data or as noted in Section 6(b), the Parties agree to hold each other's information, whether oral, written, electronic, or in any other format, and whether technical or business in nature, regarding this Agreement, Ride Report's products or business, including the Services, information regarding Ride Report's products, services, software, intellectual property, pricing, marketing and business plans, other information not generally known to the public and any other information received under circumstances reasonably interpreted as imposing an obligation of confidentiality ("**Confidential Information**"); provided that Confidential Information will not include any of such information which: (a) was publicly available at the time of disclosure by the disclosing Party; (b) became publicly available after disclosure through no fault of the receiving Party; (c) was known to the receiving Party prior to disclosure by the disclosing Party; or (d) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third

party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information in strict confidence. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each Party's Confidential Information will remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party is entitled to seek equitable relief as granted by any appropriate judicial body.

(b) Exception for Public Records Requests: Notwithstanding City's obligations in Section 6(a), it is understood by the Parties that City may disclose Ride Report Confidential Information in response to a valid public records request made pursuant to the Texas Public Information Act and other relevant law. In such case, City will disclose no more than that portion of the Ride Report Confidential Information which City is legally required to disclose. Following a response by City to such a request, City will make reasonable efforts to provide written notice to Ride Report of such request, and a failure to do so will not be considered a breach of this Agreement.

7. Intellectual Property Ownership; Feedback.

(a) Ride Report IP. City acknowledges that, as between City and Ride Report, Ride Report owns all right, title, and interest, including all intellectual property rights, in and to the Ride Report IP, and, with respect to Operator Data, the applicable third-party operators own all right, title, and interest, including all intellectual property rights, in and to the Operator Data, subject to the licenses such third-parties have granted to Ride Report to use the Operator Data.

(b) City Data. Ride Report acknowledges that, as between Ride Report and City, City owns all right, title, and interest, including all intellectual property rights, in and to the City Data. City hereby grants to Ride Report a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the City Data and perform all acts with respect to the City Data as may be necessary for Ride Report to provide the Services to City, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display City Data incorporated within the Aggregated Statistics.

(c) Feedback. If City or any of its employees or contractors sends or transmits any communications or materials to Ride Report by mail, email, telephone, or otherwise, suggesting or recommending changes to the Ride Report IP, including without limitation,

new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Ride Report is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

(d) License to Exportable Data. As part of the Services, Ride Report may provide functionality ("**Export Data Functionality**") to export certain GIS data by Ride Report's Services ("**Exportable Data**"). Exportable Data will be licensed under the End User License Agreement found at <https://my.ridereport.com/legal>. All such data is Ride Report IP. Any data shared with City which is not explicitly made available via Ride Report's Exportable Data Functionality will not be covered by the End User License Agreement and will remain the exclusive property of Ride Report, with no associated license to City, subject to the ownership provisions described above.

City further understands that Ride Report has a responsibility under its terms of use to protect the privacy and anonymity of users of its smartphone application and that, as such, Exportable Data will be made available through the export data functionality at Ride Report's sole discretion.

8. Limited Warranty and Warranty Disclaimer. The Ride Report IP and Operator Data are provided "as is" and Ride Report hereby disclaims all warranties, whether express, implied, statutory, or otherwise. Ride Report specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Ride Report makes no warranty of any kind that the Ride Report IP, Operator Data, or any products or results of the use thereof will meet City's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free.

9. Limitations of Liability. In no event will Ride Report be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay or recovery of any data or security system; or (e) cost of replacement goods or services, in each case regardless of whether Ride Report was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will Ride Report's aggregate liability arising out of or related to this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed the total amounts paid to Ride Report under this Agreement in the year period preceding the event giving rise to the claim.

10. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect

until one year after the Implementation Date (the "Initial Term"). The Parties may renew this Agreement by mutual written agreement at least thirty days prior to the expiration date of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Parties agree to enter into a Renewal Term, fees for each Renewal Term will not increase more than 10% over the Fees charged for the preceding term. This limit on fee increases may not apply in the event of significant changes or expansions in the Services.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Ride Report may terminate this Agreement, effective on written notice to City, if City: (A) fails to pay any amount when due hereunder, and such failure continues more than 7 days after Ride Report's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6; or

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 7 days after the non-breaching Party provides the breaching Party with written notice of such breach.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, City will immediately discontinue use of the Ride Report IP and, without limiting City's obligations under Section 6, City will delete, destroy, or return all copies of the Ride Report IP and Ride Report Data and certify in writing to Ride Report that the Ride Report IP and Ride Report Data has been deleted or destroyed. No expiration or termination will affect City's obligation to pay all Fees that may have become due before such expiration or termination, or entitle City to any refund.

(d) Survival. This Section 10(d) and Sections 1, 5, 6, 7, 8, 9, 12, and 13 survive any termination or expiration of this Agreement.

11. Marketing.

(a) The Parties agree that each Party may reference the other Party in its marketing and other publications, including using the other Party's name to promote the purposes of this Agreement. Any use of the City's logo by Ride Report must be approved in writing by City staff. Any such reference by City to Ride Report's Services will be accompanied by a reference that they are provided by Ride Report.

12. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties will first endeavor to settle any dispute in an amicable manner before resorting to arbitration,

and each Party may invoke its arbitration rights only after providing 30 days written notice to the other Party. The costs of the arbitrator will be divided equally between the Parties.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event will either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Assignment. City may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of City, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(h) Relationship of the Parties. Ride Report is an independent contractor of City. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the Parties. Ride Report has no authority to act as agent for, or on behalf of, City, to represent City, or bind City in any manner. Ride Report will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of City.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Knock Software, Inc.

By: William Henderson

Name: William Henderson

Title: Chief Executive Officer

Date: August 25th, 2021

City of Austin

By: Gil Zilkha

Name: _____

Title: _____

Date: _____

Digitally signed by Gil Zilkha
DN: cn=Gil Zilkha, o=City of Austin,
ou=Purchasing Office,
email=Gil.Zilkha@austintexas.gov, c=US
Date: 2021.08.30 16:25:51 -0500



City of Austin Purchasing Office

Sole Source Certificate of Exemption

DATE: 06/07/2021
TO: Purchasing Officer or Designee
PURCHASING POC:

DEPT: Austin Transportation
FROM: Joseph Al-hajeri, Mobility Services Supervisor
PHONE:

Chapter 252 of the Local Government Code requires that municipalities comply with certain competitive solicitation procedures before entering into a contract requiring an expenditure greater than \$50,000, unless the expenditure falls within an exemption listed in Section 252.022 or other applicable law.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

This Certificate of Exemption must be complete, fully executed, and filed with the City Purchasing Office.

The City has deemed this procurement to be exempt from the competitive solicitation requirements of LGC Chapter 252 based on the following facts:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this sole source request:

- ☒ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books that are available from only one source.
- ☐ Gas, water and other utilities that are available from only one source.
- ☐ Captive replacement parts or components for equipment that are only available from one source.
- ☐ Books, papers and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- ☐ Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

2. Describe this procurement including the following information as applicable:

- What it is for and why it is needed?
- What is the municipal purpose that this procurement addresses or furthers?
- Why is the procurement a sole source?
- Has this procurement or a similar procurement been competitively solicited in the past?
- Why is the vendor the only viable solution?
- Are there any other alternative solutions? If so, why are those alternatives unacceptable?
- Is there a concern regarding warranty, compatibility, and/or routine safety?
- Are there territorial or geographic restrictions for the product distribution and sale?
- Are there other resellers, distributors, or dealers in the market?
- What other suppliers or products/services were considered?
- If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new?
- Is there a way to retrofit another brand? What is this estimated associated cost?
- What specialized training or certifications are necessary to maintain or repair the equipment/item/system? Is it specific to the proposed vendor?
- **Prices were determined to be reasonable based on the following (select all that apply):**
 - ☒ Prices are the same or similar to current City contract.
Notes: CT 5600 20051100647
 - ☐ Prices are the same or similar to current contract with another government.
Notes: **At a minimum, note the contract number, title and government that created the contract.**
 - ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.
Notes: **At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).**
 - ☐ Prices are established by law or regulation.
Notes: **At a minimum, note the legal or regulatory reference that established the prices.**
 - ☐ Other means of determining Price Reasonableness.
Notes: **Describe any other source that was used to establish Price Reasonableness.**

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

Purpose and Need: As part of its shared mobility planning strategy, Austin Transportation Department monitors and evaluates streets for opportunities to improve comfort and safety for people riding scooters, bicycles and other micro mobility options. To this end, ATD seeks the services of Knock Software, Inc. to help track the behavior and perceived comfort and safety of various types of shared mobility services including scooter, bicycle and other micromobility users in Austin for use in managing operations and prioritizing improvements to the shared mobility program. This information is gathered through a unique cloud-based software as a service tool that sync's directly with shared mobility service providers through API integration, providing tools to view aggregated statistics through various applications, including real-time spatial visualization of assets on the street. ATD planners and engineers need to understand the behavior of scooter riders, bicyclists and other micro mobility users to better identify conflicts and to prioritize limited resources in ways that bring the most mobility benefits to all road users.

Municipal purpose: This service provides an important evaluation, planning, and regulation enforcement tool that supports the implementation of the Austin Strategic Mobility Plan which seeks to have a 50/50 mode split by 2039 and to the City's goals under its comprehensive Plan, Imagine Austin, to increase access to opportunity, improve public health, maintain clean air and foster economic development.

Sole Source criteria: Vendor Knock Software's Ride Report software, which will be utilized for this request, uses proprietary software for their SaaS platform.

Past Procurement: This service was initially procured in 2016 and has since captured over 1,000,000 rides for evaluation. Obtaining historic data provides an efficient way to understand prioritized expansion of the bicycle network. This purchase will expand the area of analysis to the region, allowing the City to evaluate opportunities with regional partners, including intermodal connections with transit service. More recently, ATD utilized Knock Software's Ride Report software for mobility service monitoring during 2020.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

- ☒ Scope of Work or Statement of Work or Vendor Proposal
- ☒ Vendor's Quote
- ☒ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
- ☒ Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why

4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with:

(Vendor Name): Knock Software, Inc. d/b/a Ride Report for

(Description of Procurement): Ride Report Software Platform

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

- ☐ This is a one-time request for \$ _____
- ☒ This is a multi-term contract request for 12 (# months for base term) in the amount of \$ 35,000.00 with 1 (# of renewal options) for \$ 35,000.00 each for a total contract amount of \$ 70,000.00.

Recommended
Certification

Originator

Date

8/3/21

Approved
Certification

Department Director or designee

Date

(For Austin Energy, Deputy General Manager or designee)

8/17/21

Assistant City Manager or designee*

Date

(For Austin Energy, General Manager or designee*)

* Only needed for procurements requiring Council approval)

Gil Zilkha

Digitally signed by Gil Zilkha
DN: cn=Gil Zilkha, o=City of Austin,
ou=Purchasing Office,
email=Gil.Zilkha@cityofaustin.gov, c=US
Date: 2021.01.21 14:25:09 -0500

Purchasing Office
Review

Authorized Purchasing Office Staff

Date

Purchasing Office
Management Review
(If required due to signature authority level)

Purchasing Officer or designee

Date