

City of Oakland

Dockless Vehicle Share Program

2021-2022 Terms and Conditions + Permit
Application

Last updated June 16, 2021

I. Background

The City of Oakland has seen significant growth in new mobility services, from on-demand ride-hailing services to app-enabled transportation options like car share and scooter share. The accelerated development of these technologies has the potential to dramatically shape our cities in the next few decades. New mobility services can help the City achieve its goals in equity, livability, and sustainability; however, new technologies can also be disruptive and leave the marginalized further and further behind.

In 2020 dockless Electric Bicycles were added as eligible vehicles, and the program was renamed from “Dockless Scooter Program” to “Dockless Vehicle Program”. Non-electric bikes and dock or station based bikes are not allowed under this program.

II. Goals

Motorized dockless vehicle sharing services, as the newest option, have the potential to help achieve Citywide transportation goals by providing an easy and affordable way to get around Oakland. Dockless vehicle sharing may reduce the need for vehicle ownership, increase the “first-and-last-mile” connection to transit, and reduce single occupancy vehicle trips, which would also reduce congestion and wear-and-tear on our streets. Additionally, motorized scooters, that meet the definition of California Vehicle Code section 407.5, emit no air pollution or greenhouse gases during operation. However, dockless vehicle sharing services may also create new problems, including obstructing the pedestrian right-of-way. Active management is therefore needed to ensure that scooters and other forms of shared mobility help to achieve City goals while minimizing adverse impacts on other uses of the right of way.

III. Definitions

(A) “Dockless Vehicle” or “Vehicle” means either an:

- a. Electric Scooter - any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon, and is powered by an electric motor. These terms do not include other types of motorized vehicles, such as motorized bikes, motorized skateboards, hoverboards, or self-balancing Segway scooters (with or without handlebars); or an
- b. Electric bicycle - A two or three wheeled vehicle with both pedals and an electric-assist motor for propulsion. Electric bikes may be Class I or Class II Electric Bicycle as defined by the California Department of Motor Vehicles.

(B) “Adaptive Vehicle” means a Scooter or Electric Bicycle that is accessible to people with various physical disabilities. Adaptive vehicles must include three wheels (or be self balancing), a seat and a basket or storage area large enough to hold a cane. When used in this document, the terms Dockless Vehicle or Scooter shall include an Adaptive Vehicle unless otherwise noted.

(C) “Dockless Vehicle Share System” means providing light weight two or three wheeled dockless vehicles, inclusive of electric-assist bikes, trikes and scooters, for short-term

rentals for point to point trips where, by design of the Dockless Vehicle Share Operator, the Dockless Vehicles are intended to remain in the public right of way, even when not being rented/used by a customer.

- (D)** "Dockless Vehicle Share Operator" or "Operator" is any entity that owns and/or operates a City authorized Dockless Vehicle Share System in the City's right of way. The term includes any employee, agent or independent contractor hired by the Operator.
- (E)** "Dockless Vehicle Share User," "User" or "Customer" is any person that uses, rents or rides a Dockless Vehicle or is a customer of the Dockless Vehicle Share Operator.
- (F)** "Communities of Concern" means the most recent census tracts or block groups designated as Communities of Concern by the Metropolitan Transportation Commission.

IV. Permit Terms and Conditions

(A) Purpose

The purpose is to establish requirements that govern and permit the operation of a Dockless Vehicle Share System in the City, and to provide a regulatory framework for the City's Dockless Vehicle Share Program (hereinafter "Program"). These terms and conditions are intended to fulfill the obligation of the City Administrator, or her designee, to "develop dockless vehicle operator program criteria, application process and program requirements to operate within the City's right-of-way" (O.M.C. No. 10.18.20 C.M.S.).

(B) Authority

According to the Oakland Municipal Code (O.M.C.) Section 10.18.020, the "City Administrator, or her designee, is authorized to review, approve and issue dockless vehicle operator permits to operators who submit applications to operate such programs within the city" and according to O.M.C 12.08.012 "It shall be unlawful for a dockless vehicle share Operator to provide a dockless vehicle share system within the City without first obtaining an encroachment permit from the Department of Transportation".

(C) Duration

Permits are valid for one-year from the time of permit issuance. Operators must renew permits on an annual basis. Permit requirements may be adjusted yearly to accommodate changing technology, needs, and priorities.

(D) Modifications

The City reserves the right to amend, modify, or change the terms and conditions for the Program at its discretion.

(E) Relationship to City

In rendering service, hereunder, the Operator shall be and remain an Independent Contractor. It is expressly understood and acknowledged by the parties that any amounts payable hereunder shall be paid in gross amount, without reduction for penalties, taxes, or charges. Operators are responsible for assuming any applicable federal or state withholding taxes, estimated tax payments, or any other fees or expenses whatsoever.

Permits issued under this Program are not to be assigned or delegated to a substitute provider, a successor in interest, or a purchaser of the permit without express written permission by the City.

The City reserves the right to terminate permits at any time and require the Operator to remove their entire fleet of dockless vehicles from City streets. An Operator will have 30 days to remove the entire fleet from City streets.

(F) Non-transferability

A permit may not be transferred without prior written approval of the Director of Transportation. Operator shall promptly notify the City of Oakland of any changes to the Operator's corporate structure or ownership. Failure to do so shall be cause for revocation of the permit. "Transfer" shall include the sale or other exchange of 50% or more of the ownership or control of a permittee to a third party.

(G) Indemnification

Operator/Permittee, by acceptance of the Permit, agrees and promises:

(1) Without limiting or otherwise waiving liability for the acts or omissions of the parties hereto, and to the greatest extent permitted by law including, without limitation, California Civil Code sections 1668 and 2772, et seq., to defend, indemnify, and hold harmless City and each of its respective Councilmembers, officers, directors, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, actions or causes of action, losses, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any kind or nature whatsoever (hereafter referred to as "Liabilities"), for death or bodily injury to any person, including without limitation, Operator and its officers, directors, employees, agents, assignees, and/or Operator's Dockless Vehicle Share Users, Customers, or clients, or for damage or destruction of any property of either party hereto or of third parties, in any manner resulting from , arising out of, relating to, or by reason of any:

- (a)** act, error, or omission, including both passive and active negligent conduct of Operator, its officers, directors, employees, Dockless Vehicle Share Users, Customers, or representatives, agents, servants, sub-consultants and subcontractors, and their assigns, and successors in interest; or
- (b)** act, error, or omission, including both passive and active negligent conduct of City and/or Indemnitees, including without limitation, any act or omission resulting from, arising out of, or relating to the design, construction, maintenance, repair, replacement, oversight, management, or supervision of any physical, environmental, or dangerous condition(s) of the Public Rights-of-Way and of any related improvements, or with respect to the suitability of the Public Rights-of-

Way for Operator's and/or its Dockless Vehicle Share Users' or Customers' intended use.

- (2) The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Permit. This provision will survive expiration or termination of this Permit.
- (3) Notwithstanding the foregoing, if Operator/Permittee fails or refuses to defend and indemnify City and/or Indemnitees from and against any and all Liabilities, with legal counsel acceptable to City, City shall have the right to engage its own legal counsel, at Operator's/Permittees sole cost and expense, for the purpose of participating in the defense. In no event shall Operator/Permittee agree to the settlement of any Liabilities described herein without the prior written consent of City.

(H) Waiver/Release of Liability

- (1) Operator/Permittee expressly acknowledges and agrees that City would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages resulting from, arising out of, or relating to the passive or active negligent acts, errors or omissions of City, its Councilmembers, officers, directors, partners, agents, and employees, or of any and all persons acting by, through or under each of them ("Agents"), and
- (2) Operator/Permittee expressly assumes the sole and exclusive risk with respect to its Dockless Vehicle rental business, Scooters, equipment, or services authorized pursuant to this Permit including, without limitation, the use of its services by the parties it contracts with for the lease or rental of the Dockless Vehicle, or for the servicing and repair of the Dockless Vehicles by Operator's employees, subcontractors, subconsultants or agents.
- (3) Accordingly, to the greatest extent permitted by law, without limiting any indemnification obligations of Operator/Permittee or other waivers contained within this Permit, and without impairing any applicable insurance coverage described herein, as a material part of the consideration for this Permit, Operator/Permittee hereby fully and forever RELEASES, WAIVES, AND DISCHARGES any and all claims, demands, rights, lawsuits, and causes of action, against the City and its Agents for consequential and/or incidental damages (including without limitation, lost profits), and covenants not to initiate or prosecute any legal action against City or its Agents, in any forum or tribunal, for such losses or damages, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Operator/Permittee pursuant to the Permit, regardless of the nature or cause, and whether or not due to the passive or active negligence of City or its Agents, except for the willful misconduct of City or its Agents.
- (4) This waiver and release includes, without limitation, any and all claims whether direct or indirect, known or unknown, foreseen and unforeseen, that may result from, arise out of, relate to, or in any way be connected with the design, construction, maintenance, repair, replacement, oversight, management, or supervision of any

physical, environmental or dangerous condition(s) of the Public Rights-of-Way and any related improvements, or the suitability of the Public Rights-of-Way for Permittee's or its Dockless Vehicle Share User's or Customers' intended use.

- (5) Operator/Permittee further acknowledges that it understands and agrees that it hereby expressly waives any and all rights and benefits which it now has or in the future may have, under and by virtue of the terms of California Civil Code Section 1542, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
- (6) Operator/Permittee recognizes and understands that by waiving the provisions of this section, Operator/Permittee will not be able to make any claims for damages that may exist, and to which, if known, would materially affect its decision to agree to these terms and conditions, regardless of whether Operator/Permittee's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

(I) Insurance Requirements/Operator's Liability Not Relieved or Limited/Notices

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in Schedule Q DOCKLESS SCOOTER SHARE PROGRAM INSURANCE REQUIREMENTS. Schedule Q is attached at the end of this agreement (or; "is attached hereto") and incorporated herein by reference. Approval or purchase of any insurance contracts or policies shall in no way impact or impair Operator's indemnity and/or defense obligations hereunder nor relieve from liability or limit the liability of Operator, its subcontractors of any tier, or the officers, employees or agents of any of them. In the event of loss, however, Operator shall give all required notices to all insurance carriers, and shall require its subcontractors to do the same. The City may, in its discretion, request evidence of such notices from Operator.

(J) Operator Responsibilities

- (1) Operators seeking to participate in the Program will register with the Finance Department within the City for business tax compliance. Operators can either register online or in person at one of the public service centers.
- (2) Operators must be in compliance and in good standing with tax payments or the permit may be revoked or not eligible for renewal the following year.
- (3) Dockless Vehicle Share Systems and Operators shall:
 - (a) Provide a single point-of-contact (phone number and email) customer service line, available 24 hours, for complaints regarding improperly parked vehicles or other issues related to the Dockless Vehicle Share System or Scooter use;
 - (b) List that contact clearly on each Vehicle along with a unique identifying number for each Vehicle, in both English and Braille;
 - (c) Address complaints within 3 hours during hours when Dockless Vehicles are available for rental;
 - (d) Issue a unique "ticket number" for each complaint to the person who reported the problem or issue; and

- (e) Notify the person who made the complaint when a complaint has been addressed and is closed, similar to Oakland's 311 system.
- (4) For complaints submitted through Oakland's 311 system, Operator must:
 - (a) Address complaints within 3 hours during periods when vehicles are available for rental;
 - (b) Notify the City of Oakland via email to scootershare@oaklandca.gov, and notify the person who made the complaint, when a complaint has been addressed and is considered closed; and
 - (c) Close the complaint using the Oak311 platform, and upload a photograph to the Oak311 website as evidence that the complaint was addressed.
- (5) Operator may be charged an Improper Parking Fee, according to Ordinance 13497 C.M.S (FY 2018-10 Master Fee Schedule) if any of Operator's Vehicles are found to be improperly parked, and not removed within the time period specified in Section 10) c).
- (6) Permittee shall provide sufficient operations and maintenance staff in Oakland to address issues and remove improperly parked Vehicles.
- (7) Permittee shall provide quarterly reports of all calls and emails received through their customer service hotline and contact email including telephone wait times, email response times, and the nature of the customer inquiry.
- (8) Operators shall provide a plan to prevent Vehicles from being misplaced in bodies of water, including Lake Merritt. Operators shall provide for approval their Standard Operating Procedures (SOPs) for retrieval of Scooters from bodies of water, along with proof of agreements with any third parties contracted to provide services for Scooter removal, such as from areas that require a boat or other specialized equipment.
- (9) Operators deploying Scooters must verify that Users have valid credentials for use of a Scooter, as required by the California Vehicle Code. This verification may include in-app Driver's License scanning and verification or similar technologies. Driver's License verification must be required of all Users upon issuance of Operator Permit, including existing Users.
- (10) Operators must ensure that each User is only able to rent one Vehicle at a time.
- (11) Operators shall maintain a multilingual website, call center and app customer interface, with languages determined by the City, that is available twenty-four hours a day, seven days a week. Languages shall include, at a minimum, Spanish and simplified Chinese.
- (12) Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current minimum wage. Employers must notify employees of the annually adjusted rates every year by December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. For further

information, please refer to:

<http://www2.oaklandnet.com/government/o/CityAdministration/d/MinimumWage/index.htm>

(13) Operator shall not utilize its Vehicles for the sale or display of third party advertising.

(14) Operator agrees not to engage in anti-competitive behavior with other Dockless Vehicle sharing Operators, including falsifying data and sabotaging Vehicles.

(K) Vehicle Specifications and Fleet

- (1) All Vehicles shall have a governor that restricts electric assisted speed to 15 mph when operated on a level surface. Speed limits will be re-evaluated on a quarterly basis. The City reserves the right to revise the speed limit based on collision and injury data as recommended by Oakland Department of Transportation (“OakDOT”). Operator must agree to further reduce speeds within areas designated by the City, if such technology is available.
- (2) All Vehicles shall have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the Scooter has stopped.
- (3) All Scooters shall have clearly visible signage notifying the User that:
 - (a) Helmets should be worn by all persons when operating a Scooter, and helmets must be worn by all persons under the age of 18 when operating a Scooter;
 - (b) Scooter Users must yield to pedestrians;
 - (c) Scooter Users must obey the rules of the road, obey all traffic laws, and obey all applicable City of Oakland ordinances when riding a Scooter on a street, roadway or highway;
 - (d) Riding on sidewalks is prohibited at all times. “No Riding On Sidewalks” in no less than 48-point font, shall be printed on every Scooter; and
 - (e) Scooter Users must have a valid Driver’s License or Learner’s Permit to operate a Scooter (California Vehicle Code section 21235).
- (4) Customers using Dockless Vehicles must be provided with an easily accessible, user-friendly method, within the Operator’s mobile application, to notify Operator of any safety or maintenance issue with the Dockless Vehicle. In addition, a phone number for reporting safety or maintenance issues must be conspicuously printed on every Dockless Vehicle. Scooters reported as damaged or inoperable must be taken out of service immediately and remain out of service until repaired.
- (5) Operator’s Dockless Vehicles shall not create excessive or annoying noises in violation of Chapter 8.18.010 of the Oakland Municipal Code, nor play threatening messages.
- (6) Permit applicants shall present to the City for inspection one (1) fully functioning Dockless Vehicle of every make and model that Operator intends to deploy through the Program. Operators shall not deploy new Dockless Vehicle models without prior inspection by the City, unless changes in new models are only cosmetic and have

no impact on Dockless Vehicle safety or performance. Dockless Vehicle must be made available for compliance audits and enforcement actions upon request.

- (7) Operator must provide OakDOT with at least five free Dockless Vehicle rentals per quarter which will be used for testing purposes only.
- (8) Operators shall provide the City with a list of unique identification numbers for each permitted Dockless Vehicle.
- (9) Operators shall provide proof that each of its proposed Dockless Vehicle models comply with all applicable federal, state and local laws. Compliance with such laws shall include, without limitation Article 4, sections 21200-21213, and Article 5, section 407.5 and sections 21220-21235, of the California Vehicle Code.
- (10) Operators shall explain how damaged vehicles are repaired or recycled, and what efforts will be made to reduce landfill waste. All batteries and other potentially toxic materials must be disposed of or recycled, per state law, at an appropriate recycling facility.
- (11) Operators may request additional Dockless Vehicle permits to increase fleet size on a weekly basis, up to the maximum fleet size allowed under its permit. OakDOT staff will evaluate the following factors to determine if additional permits should be granted:
 - (a) Trips per vehicle per day;
 - (b) Trips beginning or ending in Communities of Concern; and
 - (c) Number of parking violations.
- (12) In order to maximize vehicle safety, all vehicles shall have a minimum wheel size of 9" in diameter.

(L) Parking

- (1) Operators shall ensure their Dockless Vehicles are not parked in a way that violates the terms of their encroachment permit, impedes the regular flow of travel in the public way, or in any way impedes the clearance on sidewalks needed for ADA compliance. Operators shall ensure their Dockless Vehicles are parked within a bicycle rack, an on-street bike corral, or in another area specifically designated for bicycle parking and/or scooter parking. Improperly parked Scooters are subject to fines.
- (2) Operators shall inform Customers on how to properly park a Dockless Vehicle. Operators shall report to the City, on a quarterly basis, the effectiveness of efforts to enforce proper parking within their mobile application.
- (3) Dockless Vehicle shall be upright when parked.
- (4) Dockless Vehicles shall not be parked in the landscape/furniture zone adjacent to or within:

- (a) Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
 - (b) Curb ramps;
 - (c) Red curb zones;
 - (d) Loading zones;
 - (e) Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - (f) Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - (g) Entryways; or Driveways.
- (5) Any Dockless Vehicle that is parked in one location for more than 3 consecutive days without moving may be removed and taken to a City facility for storage at the expense of the Operator.
- (6) Upon request, Operators shall institute geo-fencing around designated parking areas and implement in-app technology to require their use in high-density areas.
- (7) Operators shall be responsible for removing Dockless Vehicles that have a dead battery or are damaged from the public right-of-way.
- (8) Operators shall implement “No Parking” zones in all areas the City has prohibited Scooter parking within 72 hours of being notified by the City of the parking restriction.
- (9) If Operator deploys Dockless Vehicles with locking mechanisms that attach to bike racks and other appropriate fixed objects:
- (a) Dockless Vehicles may not be parked in any way that obstructs curb ramps, loading zones, access to disabled parking zones or the pedestrian path of travel.
 - (b) Dockless Vehicles may not be attached to bus stop signs, disabled parking signs, trees, fire hydrants, or private property.
 - (c) Dockless Vehicles may lock to bike racks, parking meter poles and street signs (except bus stop signs and disabled parking signs).
 - (d) Dockless Vehicles locked to bike racks shall be positioned parallel to inverted-U or circle bike rack or perpendicular to a wave style rack.
 - (e) No more than one Dockless Vehicle shall be locked to each inverted-U bike rack.
 - (f) Dockless Vehicles locked in a way that violates this section are subject to fines and impoundment per O.M.C 13497 C.M.S. (City of Oakland Fiscal Year 2018-2019 Master Fee Schedule), currently \$50 per improperly parked Dockless Vehicle, and \$140 per hour for confiscation.
- (10) An integrated locking mechanisms shall be deployed on all devices. Locking mechanisms should be designed so that they cannot be removed using simple tools

and can securely hold the Dockless Vehicles upright when parked at a bike rack or other fixed object. A combination lock will not be considered an integrated locking mechanism.

(M) User education and safety plan

- (1)** Operators shall provide screenshots, images and explanations of all existing User education materials and technologies, including those in the mobile application, on the Scooter, and via in-person interaction.
- (2)** Operators shall describe any additional education, incentives, training, Vehicle modifications, notification systems, infrastructure, etc. you propose.
- (3)** Operators shall describe how you will monitor Users' compliance with the terms and conditions regulating Vehicle use, including any technology that allows you, as the Operator, to monitor Vehicle Use, and how you will address Users who fail to comply with Vehicle Use rules and regulations.
- (4)** Operator shall deploy in-app technology that requires a User to submit a photo of their parked vehicle at the end of each ride.

(N) Fleet Size and Service Area Coverage

- (1)** Operator must provide a minimum of 50 Vehicles to ensure service availability.
- (2)** Operator must serve the public right of way in the entire City of Oakland. An Operator shall not restrict use of its Vehicles to certain geographical areas of the City without written permission, such as in the case of geofencing for high density areas.
- (3)** Dockless Vehicles should be distributed equitably throughout Oakland. More than 50% of Scooters must be deployed in Oakland's Communities of Concern, as designated by the Metropolitan Transportation Commission.
 - a. For Operators with fleets greater than 250 Vehicles, 10% of Operators fleet must be deployed in Fruitvale/ San Antonio (defined as the area bounded by 14th Avenue, the Oakland Estuary, Highway 580 and High street) and 10% must be deployed in East Oakland (defined as the area east of High street).
 - b. Deployment will be measured by the average number of vehicles available to rent in any given area at midnight during a quarterly reporting period.
- (4)** Operators shall provide real-time access to data showing the location of all their Vehicles.
- (5)** Permission to operate the Dockless Vehicles Share System outside the public right of way shall require approval from the appropriate department, agency, or property owner(s).

- (6) Operator shall have a means of communicating with the User when an Vehicle has been parked in a non-permitted area. The communication to the User shall be sent electronically at the end of the ride.
- (7) Operators will closely monitor ridership and adjust Vehicle density and location accordingly to maximize the convenience of the greatest number of Users.
- (8) If charging or servicing of Vehicle is contracted to third parties, Operators must take steps to prevent conflicts between contractors seeking to charge or service Vehicles. This may include partnering with local organization to provide this service, allocating Scooters to charging personnel in a coherent way, hiring charging staff directly, or other such mechanisms that removes or reduces the incentive for conflicts.

(O) Accessibility

- (1) Operators must provide Adaptive Vehicles for persons with disabilities. The total percentage of Adaptive Vehicles shall be based on expected need, performance, and usage.
- (2) If the Operator is unable to deploy Adaptive Vehicles at the time of permit issuance, a plan must be submitted to the Oakland Department of Transportation within three months of permit issuance detailing a timeline for incorporation of shared Adaptive Vehicles. Operators with an approved adaptive vehicle plan from a prior permit year must deploy Adaptive Vehicles immediately upon beginning service in the 2021-2022 permit year. Adaptive scooters must:
 - a. Be self balancing (or include at least three wheels),
 - b. Have a seat; and
 - c. Have a basket or storage area large enough to hold a cane.

The adaptive vehicle plan should describe the type of vehicle, number of vehicles and timeline for when the vehicles will be made available.

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

(P) Affordability

- (1) Operators shall make available ways to use and pay for the service that do not require a smart phone or credit card.
- (2) Operators shall offer a discounted membership for those with low-income, equivalent to \$5 for one year of unlimited 30 minute rides for those who participate in the State Nutritional Assistance Program (SNAP) or California Alternative Rates for Energy (CARE). Low-income plans will be considered equivalent if a significant discount is provided.

- (3) Operators shall implement a marketing and targeted outreach plan at its own cost to increase awareness of low-income discount options.
- (4) Operators must report quarterly the status of their low-income discount programs, including how many Customers have signed up, how many rides have been taken at a discounted rate, and other aspects of the program as requested by staff.

(Q) Personal Data and Privacy

- (1) Operator must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS), and provide proof of compliance.
- (2) Operator must provide a Privacy Policy that safeguards Customers' personal, financial, travel information, and usage.
- (3) Operator should clearly communicate to the public and to the City what personal information is being collected about Users, how it is being used, and for how long.
- (4) Operator should produce a Privacy Policy that complies with the California Online Privacy Protection Act (CalOPPA) and any data protection laws applicable to minors, and further, expressly limits the collection, storage, or usage of any personally identifiable information to the extent absolutely required to successfully accomplish the provision of the Dockless Scooter Sharing system.

(R) Data Reporting

- (1) Operators shall make anonymized real-time data in Mobility Data Standard (MDS) format available to the City, and/or a City-designated, third party transportation data analysis platform, for purposes of aggregating this data, evaluating Scooter usage or enforcing the requirements in this permit. Precise origin and destination points will be obscured to a one-block (or equivalent) radius to protect user privacy. Vehicle IDs must be unique vehicle identifiers that are consistent over time. Operator data may be publicly reported in an aggregated form(s). More information about MDS can be found online at:
<https://github.com/openmobilityfoundation/mobility-data-specification>
- (a) Any MDS compatible application programming interface (API) must expose data where:
 - (i) The trip starts in the City of Oakland, or
 - (ii) The trip ends in the City of Oakland, or
 - (iii) GPS telemetry data shows the trip passing through the City of Oakland
- (b) Operators shall maintain or develop connections to ingest all MDS "Policy" endpoints that the city populates information for.
- (c) The Operator shall maintain compliance with the most current published version of MDS, including the addition of any new APIs or fields not listed in these permit

requirements, unless the City provides a written exception. Any changes or updates with the API will require at least 90-day notification to Vendor.

- (d) The City of Oakland may adopt additional data sharing requirements that provide the City and any authorized third-party contractor of the City with real-time and collected shared mobility device data available through the operator's application program interface.
 - (e) Operators shall anonymize all data shared with the City or any authorized third-party contractor of the City.
 - (f) Operators shall comply with applicable federal, state, and local data privacy laws to protect the privacy of any personal information they receive.
- (2) Operators shall make anonymized real-time data available via a public API end point in the data standard developed by the North American Bikeshare Association, known as the "General Bikeshare Feed Specification (GBFS)", with reasonable modifications to this specification to account for the dockless nature of Operator's vehicles. A smart phone-based application used to rent dockless vehicles does not qualify as a publicly accessible application program interface. Public GBFS feeds should omit vehicle IDs in order to protect user privacy.
- (a) The public API need not be available without authentication; however, any member of the public, including commercial entities, must be able to gain access to the data provided by the API by requesting access through a web interface. Moreover, the provider should provide access on average of at least 50 requests an hour. Any data license agreement for this feed must also allow hosting by the City and/or a third party.
- (3) Pursuant to the City of Oakland Master Fee Schedule, a parking fee (currently 10¢) will be charged every time a Scooter is parked or left standing in an official parking meter zone (Ordinance No. 13508; O.M.C. sect. 10.36.140).
- (4) Operators must provide data on key performance indicators, including, but not limited to, the following:
- (a) Utilization rates;
 - (b) Total downloads, active users, and repeat user information;
 - (c) Total trips by day of week and time of day;
 - (d) Origins and destinations;
 - (e) Trips per Scooter by day of week, time of day;
 - (f) Average trip distance;
 - (g) Vehicle maintenance reports (including but not limited to Vehicle identification number and maintenance performed);

- (h) Incidents of theft and vandalism;
 - (i) Number of complaints;
 - (j) Number of crashes or collisions, including the date and time of the incident, Scooter ID, location of incident (geo coordinates), traveling path of vehicle (sidewalk, bike lane, travel lane), the severity of the incident (fatality, injury, or property damage only), and if Police report was filed;
 - (k) Payment method information;
 - (l) Rebalancing to designated service areas;
 - (m) Outreach activities completed;
 - (n) Total number of free or discounted helmets distributed;
 - (o) Number of Customers participating in low-income discount program;
 - (p) Number of discounted rides taken; and
 - (q) Total number of times a Vehicle was parked or left standing in a meter zone and total parking fees owed to the City. (See Section IV(R)(3) above.)
- (5) Operators must provide reports on a quarterly basis. Any data that is already provided to a City-designated third party data aggregator and is queryable on a quarterly basis does not need to be included in quarterly reports.
- (6) Operators must agree to distribute an opt-in user survey, developed by OakDOT or a designated third party, to all Users annually and to provide input on survey questions.
- (S) Community Engagement**
- (1) Operators must provide a plan for community engagement, including a list of planned presentations, activities and events with community based organizations, Business Improvement Districts, and other key stakeholders in the service area.
 - (2) Operators must have a way to receive and respond to complaints in multiple languages, including, but not limited to, Spanish and Chinese. A summary of complaints must be submitted to OakDOT on a quarterly basis.
 - (3) Operators shall make available free or discounted helmets through in-person events or through their mobile application or website.
- (T) Permit Revocation or Suspension**
- (1) The Director of Oakland Department of Transportation (Director) may revoke or suspend a permit, effective immediately, at his/her sole discretion for reasons including, but not limited to, the following:
 - (a) A failure to comply with the Oakland Municipal Code;
 - (b) A failure to comply with the Terms and Conditions of the permit;

- (c) A determination that the operation of Dockless Vehicles by the Permittee poses a risk to public safety;
 - (d) A determination that the operation of Dockless Scooters by the Operator conflicts with the Oakland Department of Transportation's obligation to manage the Right-of-Way responsibly;
 - (e) A transfer of the permit to another party without prior written approval by the Director;
 - (f) A material misstatement or omission in the permit application or any other associated document;
 - (g) The Operator sells or shares confidential User data;
 - (h) The Operator does not pay required fees, surcharges or penalties;
 - (i) The Operator blocks or alters the presentation of any information or denies access to its company application by any City employee authorized to enforce the provisions of the associated permit and this Rule, or for the purpose of thwarting or interfering with any City employee's enforcement or oversight of the associated permit or this Rule; and
 - (j) Consistent failure by Operator to compel or influence its Users to comply with applicable laws.
- (2) The Director may allow the temporary continuation of a permit that is otherwise subject to revocation or suspension if, in the determination of the Director, the public welfare would not suffer thereby.

(U) Administrative Review and Appeals

Any decision by Oakland Department of Transportation to suspend or revoke a permit may be reviewed by the Director of the Department of Transportion upon timely submission of a request for reconsideration. Any request for reconsideration shall be submitted in writing to the Director within 60 days of the effective date the suspension or revocation.

(V) Severability/Partial Invalidity

If any permit term or condition of the Dockless Scooter Sharing Permit Program or the application of any term, condition or provision thereof to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term, condition or provision shall remain in force and effect to the extent allowed by such ruling and all other permit terms and conditions or the application thereof to other situations shall remain in full force and effect.

V. Permit Application Instructions

(A) Submissions

Please review the Terms and Conditions in detail, and submit all relevant application materials to:

Oakland Department of Transportation
ATTN: Shared Mobility Coordinator
250 Frank Ogawa Plaza, 4th Floor
Oakland, CA 94612

Additionally, please submit one electric copy of the application to:
scootershare@oaklandca.gov

(B) Permit Costs

Checks should be made payable to:

City of Oakland
250 Frank Ogawa Plaza
Oakland, CA 94610

Application Fee: \$2,500 non-refundable one-time fee

Upon application review and permit issuance, the following fees will be due prior to launching services. Pro-rated fees may be assessed on a quarterly basis.

Permit Fee: \$30,000 annual fee

Vehicle Fee: \$64 per vehicle per year

Parking fees are due two weeks after the end of each reporting quarter.

Parking Fee: \$0.10 every time a Scooter is parked or left standing in a metered zone during meter hours of operation (See Section IV(R)(3) above).

Permits are valid for one year from the date of issuance.

(C) Additional Selection Criteria and Process

The City is seeking the best qualified Operators. The selection committee will be evaluating the qualifications of each permit applicant based on the following Shared Mobility Principles. Additional information regarding the Shared Mobility principles can be found at:

<https://www.oaklandca.gov/resources/shared-mobility-principles>. Every permit applicant will be scored on each principle on a scale of 1 to 10, with 1 being extremely unqualified and 10 being extremely qualified. A minimum total score of 70 is required to obtain a permit. Due to limited staffing resources, not all applications meeting the minimum requirements will be granted permits. The Oakland Department of Transportation therefore reserves the right to limit the number of permitted Operators until sufficient staffing is available.

- (1)** Inclusive outreach and engagement
- (2)** Racial equity
- (3)** Traffic safety

- (4) Equitable access to services
- (5) Public transit
- (6) Affordability
- (7) Healthy communities and environment
- (8) Employment and economic development
- (9) Privacy and personal data
- (10) Collaboration and accountability

The selection committee will consist of City staff with knowledge and experience in issues related to shared mobility devices, including their impact on safety and health.

(D) Appeals Process

Any decision by Oakland Department of Transportation selection committee to deny a permit application may be reviewed by the Director of the Department of Transportation upon timely submission of a request for reconsideration. Any request for reconsideration shall be submitted in writing to the Director within 60 days of the date the application is denied.

(E) Timeline

- (1) June 16th, 2021:
 - (a) Final Terms & Conditions posted.
 - (b) Operator applications available.
- (2) June 28th at 10am, 2021:
 - (a) Deadline to submit permit application to operate scooter sharing services by July 1, 2021. All applications submitted thereafter will be reviewed on a rolling basis for future deployment dates.
- (3) June 30, 2021:
 - (a) Decisions and permits made available by City
- (4) June 30, 2021:
 - (a) Deadline for permitted Operators to pay all applicable permit fees.
- (5) July 1, 2021
 - (a) All permitted operators may launch services.

(F) Dockless Vehicle Sharing Program Permit Application

(1) Application Information

Business Name	
Business Address	
City, State, and Zip Code	
Mailing Address (<i>if different from business address</i>)	
City, State, and Zip Code	
Website	
General Company Contact Phone	
General Company Contact Email Address	

(2) Contact Information

Primary Contact Name	
Title	
Phone Number	
Email Address	
Secondary Contact Name	
Title	
Phone Number	
Email Address	

(3) Terms and Conditions Agreement

(I/We), the undersigned declare, under penalty of perjury under the laws of the State of California, that (I am/we are) the owner(s) or authorized representative(s) of the entity of this application; that (I/We) have received a copy of the legal terms and conditions for the Dockless Vehicle Sharing Program Permit, and (I/We) agree to the terms and conditions for the permit for which (my/our) company is applying; and that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct.

Printed Name(s)	
Authorized Signature(s)	
Date	

(4) Application Materials

In your application, please provide responses to the questions below. Page limits are highly recommended (additional images and maps do not count towards the limit). Please review the Terms and Conditions, and incorporate how you will meet or exceed these terms in your responses.

(a) Company background (max 2 pages)

Please provide a brief introduction to your dockless scooter sharing company, and your interest in doing business with the City of Oakland.

(b) Operations, service area, and availability (max 5 pages)

Please describe your scooter sharing program in Oakland. In your response, please be sure to include (1) hours of operation (2) proposed fleet size [number of vehicles] and service area at launch (3) proposed deployment locations (4) methods for deploying and redistributing scooters (5) ESRI Shapefile with deployment areas and proposed designated scooter parking areas, indicating number of vehicles at each deployment area (showing at least 50% geographic distribution of scooters in Communities of Concern) and (6) hiring and labor plan, including number of full time employees and contract employees expected to be employed in Oakland.

(c) Vehicle specifications (max 2 pages)

Please describe your scooter sharing vehicle and how this vehicle meets the requirements in the Terms and Conditions, including lighting and branding. Please provide photos, drawings, or sketches of all proposed scooter sharing vehicle models.

(d) Mobile application specifications (max 1 page)

Please describe your mobile application for scooter sharing services. Please provide screenshots or other images of the mobile application that shows its usability, including accessibility. Additionally, please provide links to any publicly available APIs for data sharing.

(e) Parking and improper user of scooters (max 2 pages)

Please describe how you will address improper parking and use of scooters in the City of Oakland. In your response, please be sure to include (a) recommended parking zones and (b) Standard Operating Procedures for Retrieval of Scooters from Bodies of Water.

(f) User education and safety plan (max 1 pages)

Please describe how you will educate your users on the proper use of scooters, and ensure safe use of scooters in Oakland. Please provide screenshots, images, and explanations of all user education materials, and describe any additional education, incentives, training, scooter modifications, notification systems, and more that you propose.

(g) Accessibility (max 1 page)

Please describe how you will provide adaptive scooters for persons with disabilities. If you are unable to deploy adaptive scooters, please describe your plan for the incorporation of shared adaptive scooters.

(h) Rate structure and low-income discount plan (max 1 page)

Please describe your user payment structure. Please describe how you will provide a discounted membership for those with low-income.

(5) Additional Attachments

Please attach the following to this application:

- (a) Schedule Q and Proof of Insurance
- (b) Copy of Business License
- (c) Copy of user agreements, user privacy and user data collection policies.
- (d) Additional plans, drawings, sketches, and maps to add to your application

Schedule Q

DOCKLESS SCOOTER SHARE PROGRAM INSURANCE REQUIREMENTS

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations, personal & advertising injury, and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, the general aggregate shall have a limit of not less than \$4,000,000 annually and shall apply separately to dockless scooter operations.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and

- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such

deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.