



SFMTA Powered Scooter Share Program Permit Application

The Powered Scooter Share Program Permit allows permitted Powered Scooter Share Operators to operate a Powered Scooter Share Program in the City and County of San Francisco. The SFMTA shall implement this Program consistent with the SFMTA’s “Guiding Principles for Emerging Mobility Services and Technologies” and Transportation Code, Div. II, Section 916.

The SFMTA will review the completed applications, determine whether each applicant conforms to the SFMTA’s requirements, and evaluate applications according to the scoring criteria described in this application. The SFMTA anticipates issuing a limited number of Powered Scooter Share Program permits in consideration of maintaining clarity and usability for customers, and ease of program administration.

Applicant Information

Please Print Clearly			
Business Name:		Business Phone:	
Contact Person:		Phone:	
Mailing Address:			
Street Address if different than above:			
Email Address:		Website:	

Application Agreement

By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator that all the information provided is true and accurate; that if issued a permit, the applicant agrees to comply with the Permit Requirements in Appendix A, without change to its terms and conditions, and any other requirements of the Powered Scooter Share Program Permit as issued; and, further, that the applicant agrees that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed.	
Name of Applicant	
Authorized Signature	
Printed Name, Title and Date	

Table of Contents

- Submission Instructions 2
- Question and Answer Session..... 2
- Permit Costs..... 2
- Application Materials 3
 - A. Device Standards and Safety Assurances..... 3
 - B. Sample Scooters 3
 - C. Pricing Structure 4
 - D. Operations Plan..... 4
 - E. Plan for Safe Scooter Riding & Parking..... 5
 - F. Recharging, Maintenance, Cleaning, and Sustainability Plan 6
 - G. Hiring and Labor Plan..... 7
 - H. Community Engagement Plan..... 8
 - I. Data-Sharing End Point 8
 - J. Experience and Qualifications 8
 - K. Privacy Policy, User Agreements, and Terms of Service 8
 - L. Images and Description of Powered Scooter 9
 - M. Images and Description of Mobile Application 9
 - N. Proof of Insurance 9
- Scoring..... 9
- Appendices and Related Documents..... 10
- Appendix A. Permit Requirements 11
 - General Requirements 11
 - Program Requirements..... 11
 - Operating Requirements 12
 - Equitable Service Requirements..... 12
 - Distribution of Scooters 13
 - Responsiveness Requirements 14
 - Device Requirements 15
 - Safe Riding and Storage of Scooters..... 15
 - Endowment and Fees 15
 - Data Sharing Requirements..... 16
 - Privacy Policy..... 17
 - Permit Revocation..... 18
 - Compliance with Applicable Law..... 19
 - Payment of Fees..... 19
 - Removal of Improperly Parked Scooters..... 19
 - Permit Jurisdiction..... 19
- Appendix B. Insurance and Indemnification Requirements 20
 - Indemnification..... 20
 - Insurance Requirements 20

Submission Instructions

The SFMTA only will consider completed applications submitted from July 31st, 2019 through August 21st, 2019. Applications received after August 21st, 2019 at 5:00 PM PDT will not be considered. By submitting an application, applicants acknowledge that they have read, understand, and agree, if selected, to the Permit Requirements in Appendix A, without changes to its terms and conditions. A completed application must include the following components, which demonstrate an applicant's ability to comply with all corresponding Program Requirements set forth in Appendix A:

- Check for \$5,132 made out to San Francisco Municipal Transportation Agency
 - This non-refundable application fee covers the cost to evaluate the application
- Signed Application cover sheet (title page of this document)
 - 1 copy mailed or delivered to the SFMTA offices
 - Searchable PDF sent by email
- Application Materials
 - 2 hard copies mailed or delivered to the SFMTA offices
 - PDF sent by email
 - Data sharing endpoint address sent by email

Note: The SFMTA will contact applicants to arrange drop-off of sample scooters after all other Application Materials are received.

Email: scootershare@sfmta.com

Mail: San Francisco Municipal Transportation Agency
Powered Scooter Share Program
Attn: Adrian Leung
1 South Van Ness Avenue, 7th Floor
San Francisco, CA, 94103

In Person Delivery: San Francisco Municipal Transportation Agency
Powered Scooter Share Program
1 South Van Ness Avenue, 7th Floor Taxi Services Window
San Francisco, CA, 94103

Page limits refer to each individual printed side of a page (i.e., a double-sided page will be counted as 2 pages), no less than 11 point font.

Question and Answer Session

The SFMTA will hold a Question and Answer Session on Thursday, August 8th, 2019, 3-4 PM, at 1 South Van Ness, on the 7th floor. Questions should be submitted in writing no later than 5pm on August 5th, 2019 to scootershare@sfmta.com. Only clarifying questions will be allowed during the session. All questions and answers will be posted online and distributed to the attendees following the session. No other questions will be considered after this session.

Permit Costs

The following payments must be made in order for a Powered Scooter Share Program Permit application to be accepted and a permit issued:

1. A non-refundable permit application fee of \$5,132, due at the time of application. This covers the cost of staff time to review applications and no application will be considered complete until this payment is remitted.
2. If selected, a separate annual permit fee of \$36,613 due at the time of permit issuance to recover costs associated with administering the Powered Scooter Share Program.
3. If selected, a public property repair and maintenance endowment totaling \$2,500, to ensure adequate funds are available to reimburse the City for public property repair and maintenance costs that may be incurred, including but not limited to any costs of repairing or maintaining damaged public property by the Powered Scooter Share Operator or its customers, removing and storing scooters improperly parked or left unattended on public property, and addressing and abating any other violations.
4. If selected, a fee of \$150 to SFMTA for every two Powered Shared Scooters permitted to cover the cost of procurement and installation of one standard SFMTA bicycle rack.

Application Materials

Applicants seeking a Powered Scooter Share Program Permit shall provide the following information:

A. Device Standards and Safety Assurances

- 1) Proof of UL 2271 and 2272 battery certifications from the manufacturer.
- 2) Test results from a qualified independent lab demonstrating that each model scooter put into service meets or exceeds California Vehicle Code §21223 requirements. These include the following:
 - a) Brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.
 - b) Front light that emits a white light which, while the powered scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the powered scooter.
 - c) A red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.
 - d) A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.
- 3) Describe commitments applicant makes to ensure that devices are safe for operation, and what permittee commits to do if a safety issue with device(s) is discovered.

B. Sample Scooters

- 1) Two samples of the scooter to be used under this program for inspection by the SFMTA to verify scooters adhere to the device specifications outlined in this application. The samples shall be delivered on Friday, August 23rd. The SFMTA will contact applicants to assign a 30 minute timeslot for delivery and to provide further delivery instructions after their application is submitted. Note: any time a new scooter version is introduced into the fleet, this requirement will need to be met. The SFMTA will return vehicles to the applicant following inspection. Sample scooters must comply with all device requirements in Appendix A.

C. Pricing Structure (Maximum of 2 pages)

Detailed description of pricing structure including the following:

- 1) Low-income user plan that waives any applicable scooter deposit and offers a minimum 50% discount off rental fees or unlimited trips under 30 minutes, and a cash option, to any user with an income level at or below 200% of the federal poverty guidelines, including details on the enrollment process.
- 2) Any other discounted customer plans, along with corresponding participant qualification requirements.
- 3) Strategy for achieving the goal of one low-income plan member for every five scooters authorized.
- 4) Proposed rates, including any membership plans.
- 5) Cash payment options.
- 6) Plan for offering service to users without a smart phone.
- 7) Variable rates (or other incentives) based on trip duration to prioritize short term trips, maximize fleet availability, and discourage an overconcentration of scooters in the downtown core.
- 8) Billing and customer service business rules for lost scooters.
- 9) Plan for offering incentives for trips starting or ending along key transit lines or at transit hubs, including the plan to advertise any incentives to users.
- 10) Plan for promoting the low-income user plan. Applicants that demonstrate a strong commitment to expanding affordable access (by promoting low-income plans in-app, for example) will receive higher marks in the application review.

D. Operations Plan (Maximum of 5 pages, inclusive of any maps)

The SFMTA, after a determination of the total number of permittees is made, will determine the total permitted citywide fleet size, and will split this fleet size. The SFMTA expects to permit between 1,000 and 2,500 shared scooters per permittee to operate in the City.

As indicated in the accompanying Distribution Guidelines and Requirements (Appendix 5), all applicants must begin their initial phase of operations with service, at a minimum, in the entire Core Service Area defined in the corresponding Service Area Map. Subsequent phases may extend to Expanded Service Areas. The Distribution Guidelines and Requirements also identify minimum thresholds and percent coverage targets for portions of the Service Area.

Authorization for subsequent phase expansions and fleet size increases will depend on meeting the metrics specified in the Distribution Guidelines and Requirements. The SFMTA reserves the right to require permittees to serve one or more of the neighborhoods in the Expanded Service Area, as defined in the Distribution Guidelines and Requirements, under the initial permitted fleet.

Applicants must also provide the SFMTA with an Adaptive Scooter Pilot Plan that describes Permittee's commitment to piloting Adaptive Scooters, and details permittee's plans to deploy Adaptive Scooters to increase accessible travel options. For purposes of this application, "Adaptive Scooter" is defined as a powered shared scooter that is adapted to expand access to people with various physical disabilities. Examples can include, but are not limited to, scooters with wide floorboards and/or seats. Applicant's plan should detail the proposed timeline for piloting Adaptive Scooters as part of their program fleet within the first three

months of the permit, as well as the type and number to be made available. Applicant should also provide information on the selection and/or development of the device, and demonstrate how input and feedback from people with disabilities was incorporated. SFMTA may determine a percentage floor and/or cap on adaptive scooters prior to permit issuance.

Each applicant’s Operations Plan must include the following details:

- 1) Hours of operation;
- 2) Storage of scooters during non-operational hours;
- 3) Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements;
- 4) Service to neighborhoods without existing powered scooter share service;
- 5) Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements;
- 6) Proposed methods for avoiding over-crowding of scooters in high-demand area(s)
- 7) Adaptive Scooter Pilot Plan; (Note: this will not count towards Section D page limit)
- 8) Staffing and operations plan sufficient for the scale of proposed operations to meet the Distribution Guidelines and Requirements, based on submittal under Sections F and G of the application;
- 9) Plan for proper scooter parking based on submittal under Section E of the application;
- 10) Proposed fleet size at launch; and
- 11) Describe your commitments to modifying your operations in response to a major transit issue (e.g. Muni tunnel shutdown)?

E. Plan for Safe Scooter Riding & Parking (Maximum of 4 pages, inclusive of any images or screenshots)

- 1) Proposed approach to ensure user compliance with laws. Please note, the SFMTA takes compliance with laws and regulations—including those related to sidewalk riding and safe parking—seriously and, if a permit is granted, will require compliance with commitments made in the application.
 - a) Describe all education, incentives, training, scooter modifications, notification systems, infrastructure, etc. that you commit to implementing to ensure legal operation of scooters that ensures the safety of users and those around them.
 - b) Describe commitments to conveying information about proper parking to users on the mobile application and/or on the scooters, including detailed educational tools and reminders.
 - c) Describe any incentive programs you will implement to encourage riders to properly park scooters at bike racks or to the specifications described in the SFMTA’s Powered Scooter Parking Requirements and General Guidelines (Appendix 1), including review of photographic records of proper parking, and rewards programs for consistent good parking behavior.
 - d) Describe any fines or consequences for users who improperly park their scooters—including punitive measures like warnings or suspension of service—that you commit to issuing for patterns of bad parking behavior.
 - e) Describe rider accountability measures you commit to implementing and how you commit to monitoring compliance with applicable laws and regulations, including any penalties and/or technology innovations that allow monitoring, and what commitments you make to address users who are noncompliant.

- f) Describe your safety complaint investigation and resolution process.
- g) Describe what additional measures you will phase in if your initial approach does not achieve desired levels of compliance.
- 2) Describe the locking mechanism(s) you commit to deploying upon program launch that will allow scooters to be secured to fixed objects as specified in Appendix 1.
- 3) Describe your commitment(s) to ensure customers have a valid driver's license, and the notification process for registered users who do not have one.
- 4) Describe commitments to ensure that users wear a helmet while riding, including device innovations that make a helmet available as part of each rental.
- 5) Describe procedures for noncustomers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with how the operator commits to responding, and commitments for logging these complaints in the shared complaints database as described in Appendix A #29.
- 6) Describe procedures you commit to following for responding to an identified problem of consistent over-concentration of scooters at a specific location (e.g. where the number of scooters exceeds available parking). Include operational measures like scooter valet, or other incentive programs to re-locate such scooters to less crowded areas.
- 7) Describe how you commit to educate users on how to report a collision or other safety incident to you and appropriate authorities, including an option to report these issues at the end of every ride.

F. Recharging, Maintenance, Cleaning, and Sustainability Plan (Maximum of 3 pages)

To ensure powered scooter share services meet the goals and objectives outlined in the SFMTA's Sustainability Guidelines and Requirements (Appendix 6), permit applicants are required to demonstrate their adherence to a number of sustainable elements outlined in Appendix A and the Sustainability Guidelines and Requirements. Strong applications will go beyond baseline mitigation efforts, adopting proactive and holistic approaches to strengthen scooter share's environmental benefits. Measures should address citywide sustainability goals while incorporating community needs and stakeholder feedback, to the extent possible. Applicants must show the ability to implement and monitor the requirements outlined in the Sustainability Guidelines and Requirements.

- 1) Describe how scooters will be recharged.
 - a) Describe how staff and/or independent contractors will know when a scooter needs to be recharged. Describe any information and training you will provide to staff and/or contractors concerning safe charging practices.
 - b) Describe how you will educate and train staff and/or independent contractors on how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance.
 - c) Describe your commitments to minimize potential negative impacts (e.g. congestion, double parking, excessive vehicle-miles traveled) associated with practices related to collecting, redistributing, and recharging scooters.
 - d) Describe how the applicant will document and report to the SFMTA on new non-revenue vehicle miles traveled (VMT), and the number and length of trips generated by collecting, redistributing, and charging activities.

- i) When reporting non-revenue VMT and trips generated to support program operations, how does the applicant plan to provide the SFMTA with this data by vehicle type and/or average fuel efficiency? Refer to the Sustainability Guidelines and Requirements.
- 2) Provide a complete Life-Cycle Analysis (LCA) of your scooter model(s) to be deployed, or describe how you plan to conduct and share a life-cycle analysis with the SFMTA within 6 months of permit issuance. Your LCA should include the following:
 - a) Two distinct phases:
 - i) Inventory Analysis
 - ii) Impact Assessment
 - b) Life expectancy of component parts, including but not limited to the following:
 - i) Deck
 - ii) Wheels
 - iii) Motor
 - iv) Battery
- 3) Describe the applicant's approach to maintenance, cleaning, and repair of scooters, safety check protocols, and minimum standards for repair and cleaning. If applicant plans to use independent contractors for these services, include how you will train independent contractors to execute applicant's approach.
- 4) Describe procedures for customers to notify the company that there is a safety or maintenance issue with a scooter, and procedures for removing that scooter from service until it is inspected.
- 5) Describe how you will comply with the City's Zero Waste and Producer Responsibility policies, including taking responsibility for the scooters throughout their life cycles by properly managing hazardous components including batteries, reducing the need for new scooters through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts. Refer to the Sustainability Guidelines and Requirements.
- 6) Describe your commitments to ensure scooters do not defile the environment. This includes, but is not limited to, your commitments to respond to reports that scooters are found in the bay or another body of water.
- 7) What overall fleet size to Permitted Scooter ratio is needed to maintain a given number of Permitted Scooters? For example, 2 total scooters on hand for every 1 Permitted Scooter (2:1). "Permitted Scooters" are defined as scooters being rented or left on public property, whether they are available for hire, or whether they are unavailable due to needing recharging or other maintenance.

G. Hiring and Labor Plan (Maximum of 3 pages)

- 1) Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your Powered Scooter Share program.
- 2) Describe employment standards, whether independent contractors or full-time employees.
 - a) If independent contractors will be used, describe the incentive structure you will implement for charging scooters and/or performing other operations duties.
- 3) Describe how permittee's hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages.
- 4) Describe how permittee will be transparent with any contractors in regards to hourly rate and net of job related expenses.

- 5) Describe the skills and training procedures for staff and contractors.
- 6) Provide a labor harmony plan including the means by which labor and labor harmony has been considered in your operations, specifically as it relates to consistent distribution, operations, and maintenance (including steps taken to avoid potential service disruptions), and information regarding employee work hours, working conditions, and wages.

H. Community Engagement Plan (Maximum of 6 pages)

Provide a plan that complies with the accompanying SFMTA's Powered Scooter Share Program Community Engagement Guidelines and Requirements (Appendix 3). Please refer to the Appendix 3 for required components.

I. Data-Sharing End Point

Email the internet address for your data-sharing end point to scootershare@sfmta.com. This end point will be used to verify that all data-sharing protocols are in place prior to permitting.

J. Experience and Qualifications (Maximum of 2 pages)

- 1) Describe your qualifications to operate a Powered Scooter Share program.
- 2) If you have operated a shared scooter service in San Francisco and/or another similarly dense, urban North American city, provide a list of each city in which you have operated, describe how you complied with applicable laws, and share the following for each city (if you are a wholly-owned subsidiary, include experience of your parent company, as applicable):
 - a) Dates when you operated a shared scooter service.
 - b) If required, did you have a permit to operate?
 - c) If you had a permit to operate, in what time period did you deploy your permitted number of devices?
 - d) What was the average daily active fleet size in your first six months of operation?
 - e) How many total trips were provided during the first six months of operation?
 - f) How long have you operated?
 - g) Did you pay applicable permit fees on time?
 - h) If you received any citations from local authorities, how many did you receive, and did you pay them on time?
 - i) Has your service ever been suspended? If so, why?
 - j) One reference/point of contact, per city, for the SFMTA to call to verify. If the SFMTA calls to verify information, it will apply the same reference checking criteria to all applicants.

K. Privacy Policy, User Agreements, and Terms of Service

- 1) Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.
- 2) Provide screen shots of all locations where these provisions would be shared with customers, including the method for obtaining user acknowledgement/agreement.

L. Images and Description of Powered Scooter (Maximum of 1 page, including images)

Provide images and description of powered scooter.

M. Images and Description of Mobile Application (Maximum of 4 pages, including images)

Provide images and description of mobile application.

N. Proof of Insurance

Attach a certificate of insurance, as well as an endorsement of additional insured, per requirements set forth in Appendix B. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit. The SFMTA will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

Scoring

Staff will review each application for initial determinations on responsiveness and acceptability in an Initial Screening process. Applications are not scored during the Initial Screening process. Initial Screening is simply a pass/fail determination as to whether an application meets all threshold requirements. Elements subject to review during Initial Screening include, without limitation: application completeness, compliance with format requirements, and responsiveness to the material terms and conditions of the Permit Requirements. SFMTA staff reserve the right to request clarification from applicants prior to rejecting an application for failure to meet the Initial Screening requirements. Clarifications are limited exchanges between the SFMTA and an applicant for the purpose of clarifying certain aspects of the application, and will not provide an applicant the opportunity to revise or modify its application. Applications that pass the Initial Screening process will proceed to the evaluation process described below.

Permit Applications will be scored according to the criteria listed in the Evaluation Scoresheet to determine which applicants qualify for a permit. To qualify for a permit, applicants must receive an average score of 2 or greater for each application section. Scored criteria will then be summed for each section.

Each application section will be given the following weight:

A. Device Standards & Safety Assurances:	5%
C. Pricing Structure	10%
D. Operations Plan	10%
E. Plan for Safe Scooter Riding & Parking	20%
F. Recharging, Maintenance, Cleaning, and Sustainability Plan	10%
G. Hiring and Labor Plan	10%
H. Community Engagement Plan	15%
J. Experience & Qualifications	20%
Total	100%

Overall application scores will be calculated based on these percentages.

After evaluating an applicant’s permit application and determining overall application scores, the SFMTA’s Director of Transportation shall either grant the permit as requested, grant the permit with modifications, or deny the permit. For Sections C-H above, selected applicants must submit such plans to SFMTA for review and approval prior to permit issuance. The SFMTA intends to issue a limited number of permits and authorize each selected permittee to have an initial fleet to be between approximately 1,000 and 2,500 scooters. This permitted fleet size may be adjusted for each permittee by the SFMTA over time based on metrics discussed in the Powered Scooter Share Distribution Guidelines and Requirements.

The SFMTA will issue permits for an approximately one-year term, beginning from the date of issuance. Where the permit is granted with modifications or denied, the Director shall explain the basis for the decision. An applicant whose permit application is denied or granted with modifications shall have the opportunity to request a hearing regarding the Director of Transportation’s decision.

Appendices and Related Documents

- Appendix A – Permit Requirements
- Appendix B – Insurance and Indemnification Requirements

- Appendix 1 – Powered Scooter Parking Requirements and General Guidelines
- Appendix 2 – Additional Powered Scooter Share Parking and Riding Requirements
- Appendix 3 – Community Engagement Guidelines and Requirements
- Appendix 4 – Data Reporting Guidelines and Requirements
- Appendix 5 – Distribution Guidelines and Requirements
- Appendix 6 – Sustainability Guidelines and Requirements

Appendix A. Permit Requirements

The following requirements will be included in the Terms and Conditions for any permits issued under the SFMTA Powered Scooter Share Program. Some provisions below require permittee to submit plans or information for approval by SFMTA prior to permit issuance. Once submitted and approved, such plans will be incorporated by reference, attached to the permit, and become part of the permit obligations as though fully set forth therein. In submitting an application, applicants acknowledge that they have read, understand and agree to abide by these requirements, without exception, if issued a permit.

General Requirements

1. Possessory Interest. Applicant acknowledges that any Permit issued may create a “possessory interest” for property tax purposes. Generally, a possessory interest is created if the Permit entitles the Permittee to possession, occupancy, or use of City property for private gain or benefit.
2. Permittee shall comply with all applicable federal, state, and local laws, including but not limited to, the San Francisco Transportation Code, the California Vehicle Code, and local wage requirements.
3. Permittee agrees to indemnify and hold the City and County of San Francisco, its departments, commissions, boards, officers, employees, and agents (collectively, “Indemnitees”) harmless in accordance with the indemnification requirements set forth in Appendix B.
4. Permittee may subcontract or delegate portions of its obligations only upon prior written approval of SFMTA. Permittee is responsible for, and must supervise, its personnel and all subcontractors, including independent contractors, who perform obligations under the permit. Any agreement made in violation of this provision shall be null and void.
5. Permittee shall provide compliance reports to the SFMTA at 3, 6, and 9 months from permit issuance documenting the permittee’s compliance with the terms & conditions of this permit in a format determined by the SFMTA.
6. The SFMTA will monitor permittees’ compliance with the permit Terms & Conditions and reserves the right to revoke a permit if one or more of these Terms & Conditions are not met, or if the permittee is found to have misrepresented any aspect of their application. In the event that a permit is revoked, the SFMTA may take action as appropriate, including deciding not to re-allocate the number of scooters in that permit, issuing a permit to the applicant with the next highest score, redistributing fleet size to the other existing permittee(s), or re-opening the application process.

Program Requirements

7. Powered Shared Scooters shall only be available to customers on an hourly basis, or in smaller intervals, and at rates which vary by duration of usage or by duration of usage and distance but are clearly and understandably communicated to the customer prior to scooter use. Permittee shall submit description of pricing structure, rates, and method(s) of communication to the customer to SFMTA for approval prior to permit issuance.
8. Permittee will implement a targeted community outreach plan that complies with the SFMTA’s Community Engagement Plan Requirement at its own cost. Permittee shall submit

such plan to SFMTA for approval prior to permit issuance. Permittee shall keep, and provide to the SFMTA upon request, a record of any public feedback received in a manner as determined by the SFMTA with a specified format to be transmitted to the operator via email prior to permit issuance.

9. Permittee will maintain a multilingual website with languages determined by the SFMTA, a call center, and a mobile application customer interface that is available twenty-four hours a day, seven days a week.
10. During the term of the permit, the permittee shall offer to its customers not less than one safety training class every quarter.
11. Permittee shall provide the SFMTA with a contact name and phone number for staff that are responsible for rebalancing scooters.
12. Permittee will employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS). Each transaction shall include the scooter identification number corresponding to the make and model of the scooter registered with the SFMTA.
13. Permittee will comply with the City's Zero Waste Policy with regard to disposal of scooters and scooter parts, including hazardous waste such as batteries, as specified in the Powered Scooter Share Sustainability Guidelines and Requirements.
14. Permittee will comply with its submitted labor harmony plan and update the plan if there is any change in conditions. Permittee agrees to notify the SFMTA of any changes to labor model.

Operating Requirements

15. Permittee agrees to limit the total number of their scooters parked or in use in San Francisco (Permitted Scooters) to [**number will be inserted by the SFMTA upon permit issuance**]. Permitted Scooters are defined as scooters being rented or left on public property, whether they are available for hire, or whether they are unavailable due to needing recharging or other maintenance. Permittees must maintain more than 50% of their permitted fleet size for 25 out of any 30 consecutive rolling days for the duration of the permit.
16. Permittee is responsible for implementing and submitting to the SFMTA a maintenance, cleaning, staffing, and repair plan for approval by the SFMTA and Public Works. To the extent Permittee will use independent contractors to execute any part of the plan, Permittee shall educate and train such independent contractors on how to do so.
17. Powered Shared Scooters shall be parked in a manner consistent with the SFMTA's Powered Scooter Parking Requirements and General Guidelines and the Additional Powered Scooter Share Parking and Riding Requirements. The Permittee shall instruct customers how to park a scooter properly and comply with their Plan for Proper Scooter Parking. Permittee shall submit such plan to SFMTA for approval prior to permit issuance.

Equitable Service Requirements

18. Permittee will make outreach materials available in languages determined by the SFMTA.
19. Permittee shall offer a one year low-income customer plan that waives any applicable scooter deposit and offers a minimum 50% discount off rental fees, or a plan that offers unlimited trips under 30 minutes, to any customer with an income level at or below 200%

of the federal poverty guidelines, subject to annual renewal. Permittee will advertise the low-income plan as part its targeted marketing, and during the sign-up process (including in-app checkouts). Permittee will target the goal of having one low-income plan member for every five scooters authorized under this Permit. Calfresh, PG&E Care and Muni Lifeline eligibility are acceptable income verification proxies for low-income memberships. Permittee shall also offer a cash payment option that is clearly advertised and easy to use. Permittee's plan shall be submitted to the SFMTA for approval.

20. 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.

Distribution of Scooters

21. Permittee agrees to limit the service area of where scooters are distributed, or where they are allowed to park, at the discretion of the SFMTA.
22. Distribution of scooters shall adhere to the Powered Scooter Share Distribution Guidelines and Requirements, which identify service areas, minimum distribution thresholds, and availability requirements in specific neighborhoods, including those classified as Communities of Concern by the Metropolitan Transportation Commission, to meet equity goals. The SFMTA reserves the right to require permittees to serve one or more of the neighborhoods in the Expanded Service Area, as defined in the Distribution Guidelines and Requirements, under the initial permitted fleet.
23. Permittee is responsible for monitoring distribution of Powered Scooters available to customers according to parameters determined by the SFMTA in the Powered Scooter Share Distribution Guidelines and Requirements. Each daily scooter deployment must match agreed upon parameters for the number of scooters within sub-areas of the permittee's approved service area.
24. Adaptive Scooter Plan: Permittee shall provide the SFMTA with an Adaptive Scooter Pilot Plan that describes Permittee's commitment to piloting Adaptive Scooters during the permit period, details Operator's plans to deploy Adaptive Scooters to increase accessible travel options, and provides details on how the design of the device was developed. Permittee shall demonstrate how input/feedback from people with disabilities was incorporated into this plan. Permittee shall submit such plan to SFMTA for approval prior to permit issuance. SFMTA may determine a percentage floor and/or cap on adaptive scooters prior to permit issuance.
25. Permittee shall stop placing scooters or allowing contractors to place scooters in front of any address provided by the SFMTA, within 48 hours of notice.
26. Permittee shall apply geofencing specifications provided by the SFMTA to prohibit parking/locking scooters in specified areas, or to direct users to specified designated parking area (e.g., at an event venue), within one week of notice.
27. During deployment and rebalancing, employees and contractors of the Permittee shall obey the following Operating Guidelines:
 - a. *Muni priority*: Muni buses shall be given priority at and approaching or departing transit stops;

- b. *Yield to Muni*: Where Muni or other public transit buses are approaching a transit stop and when safe to do so, Permittee's employees or contractors shall allow such buses to pass so they may stop at transit stops;
- c. *Red zones*: Vehicles operated by Permittee shall not stop or stand in Muni stop "red zones";
- d. *Active loading; No staging or idling*: Permittee's employees and contractors shall only stage vehicles at locations in accordance with applicable parking laws and regulations;
- e. *Pull in*: Permittee's employees and contractors shall pull support and rebalancing vehicles all the way up to, and parallel with, the curb for scooter loading and unloading, and shall not load or unload scooters in a vehicle or bicycle lane, or in a manner that impedes travel in these lanes;
- f. *Comply with all applicable laws*: Permittee's employees and contractors shall comply with all applicable state, and local laws, including the San Francisco Transportation Code, and the California Vehicle Code. If the SFMTA in its sole discretion determines that a Permittee's scooter distribution or collection activities are being performed in an unsafe manner or in violation of applicable parking and traffic laws, this determination shall be grounds for permit revocation.

Responsiveness Requirements

- 28. Permittee shall provide a 24-hour customer service phone number for customers and members of the public to report safety concerns, complaints, or ask questions. An intake form must also be accessible online which allows the public to report improperly operated or parked scooters by providing time, date, location, direction of travel if applicable, and the scooter's identification number if available.
- 29. Permittee shall maintain a database containing all public complaints and comments related to poor user behavior (e.g. sidewalk riding), including those in #28, and track case status through complaint resolution. This database shall be shared with the SFMTA in a format as determined by the Agency.
- 30. Customers using scooters in systems issued a permit under this program will be provided with a mechanism to notify the Permittee that there is a safety or maintenance issue with the scooter. This mechanism shall not be the Permittee's sole method of identifying safety or maintenance issues. Permittee shall submit a full explanation of mechanism for notification to SFMTA for approval prior to permit issuance.
- 31. Any Powered Shared Scooter that is parked improperly is subject to citation and shall be re-parked in a correct manner or shall be removed by the Permittee within two hours.
- 32. Permittee shall relocate or rebalance scooters within two hours of an SFMTA request.
- 33. Any inoperable Powered Shared Scooter, or any Powered Shared Scooter that is not safe to operate shall not be available for rent and shall be removed from the right-of-way within 24 hours after notice from the City or verified notice from a user, and shall be repaired before the scooter is returned to revenue service. If such scooter is parked improperly, it is also subject to #31.
- 34. Each scooter must undergo a maintenance check at least every two months. Graffiti on any scooter must be removed within 24 hours and inappropriate or profane language must be removed within 4 hours of being reported by permittee's employee or contractor, the City, or a member of the public. The Permittee shall maintain adequate documentation

demonstrating compliance with these requirements and provide the SFMTA with this documentation upon request.

Device Requirements

- 35. Two samples of any scooters to be used under this program are to be made available for inspection by the SFMTA to verify scooters adhere to the device specifications outlined in this application. This requirement must be met any time a new scooter version, including any Adaptive Scooter model, is introduced into the fleet. The SFMTA will return vehicles to the applicant following inspection. The emblem of the Powered Scooter Share Operator and a unique identifier is prominently displayed on the Powered Shared Scooter.
- 36. All Powered Shared Scooters shall employ tamper-resistant security hardware.
- 37. All Powered Shared Scooters shall accommodate a range of users. Operator must pilot Adaptive Scooters for persons with disabilities.
- 38. All Powered Shared Scooters shall meet the requirements set forth in California Vehicle Code §21223.
- 39. All Powered Shared Scooters shall have an integrated locking mechanism which cannot be removed using simple tools and which securely holds the scooter upright when parked at a bike rack or other fixed object as specified in the SFMTA’s Powered Scooter Parking Requirements and General Guidelines. A combination lock will not be considered an integrated locking mechanism.
- 40. The name and current contact information for the Powered Scooter Share Operator shall be visibly displayed on all Powered Shared Scooters.
- 41. All Powered Shared Scooters shall be equipped with an on-board GPS device capable of providing real-time location data to the SFMTA in accordance with the specifications described in the data sharing requirements.

Safe Riding and Storage of Scooters

- 42. Permittee shall be responsible for educating their employees and Powered Scooter Share users regarding state and local laws governing the safe operation and parking of Powered Scooters in San Francisco. This shall include providing notification about key laws governing operation on each scooter.
- 43. If the SFMTA determines in its sole discretion that the Permittee’s users’ failure to comply with applicable laws governing the safe operation and parking of Powered Scooters, including but not limited to, laws governing operation on sidewalks, and parking requirements, has created a threat to public health and safety, such determination shall be grounds for permit suspension or revocation at the discretion of the Director.
- 44. Powered Shared Scooters shall be parked standing upright and outside the path of travel in a manner consistent with the SFMTA’s Powered Scooter Parking Requirements and General Guidelines. The Permittee shall instruct customers how to park a scooter properly and comply with their Plan for Proper Scooter Parking submitted with their application.

Endowment and Fees

- 45. Permittee agrees to pay the SFMTA a public property repair and maintenance endowment totaling \$2,500, to ensure adequate funds are available to reimburse the City for public property repair and maintenance costs that may be incurred, including but not limited to

any costs of repairing or maintaining damaged public property by the Powered Scooter Share Operator or its customers, removing and storing scooters improperly parked or left unattended on public property, and addressing and abating any other violations. The maintenance endowment payment is due at the time of permit issuance.

- 46. If the SFMTA, Public Works, or any other City agency, department, or commission, including the City Attorney’s Office, incurs any costs for addressing or abating any violations of law, including repair or maintenance of public property, the Permittee, upon receiving written notice from the City regarding such costs, shall reimburse SFMTA for these costs within thirty days. Any payment made pursuant to this paragraph shall not substitute for any installment payment otherwise owed or to be paid to the SFMTA.
- 47. Any Powered Shared Scooter that is parked at one location for greater than 7 consecutive days may be removed by City staff and taken to a City facility for storage at Permittee’s expense.
- 48. Permittee shall pay a fee of \$150 to SFMTA to cover the cost of procurement and installation of one standard SFMTA bicycle rack for every two Powered Shared Scooters permitted to insure adequate supply of bicycle parking.

Data Sharing Requirements

- 49. Permittee shall comply with the SFMTA’s Real-time data requirements for stationless emerging mobility services and maintain a continuous feed of the required data at all times for scooters made available to customers. Data feeds must be established and tested prior to issuance of permit.
- 50. Permittee shall provide the SFMTA with a continuous real-time data feed for their entire San Francisco Powered Shared Scooter fleet through a documented application program interface (API) and on-board GPS devices installed on all Powered Shared Scooters to the following specifications:
 - a. Permittee shall provide the required data feed as described in the Data Reporting Guidelines and Requirements (Appendix 4).
 - b. Permittee shall implement changes to the required data feed within 45 days of SFMTA providing written notice and an update to Appendix 4.
 - c. Permittee shall maintain the required feed of the specified data at all times while the Powered Shared Scooter is providing service to customers within the City.
 - d. The permittee is directly responsible for providing the API key to the SFMTA and shall not refer the City to another subsidiary or parent company representative for API access.
 - e. If a Powered Shared Scooter becomes unable to provide the required data for any reason, Permittee shall not operate that Powered Shared Scooter until data transmission is restored.
- 51. The SFMTA is permitted to use Permittee’s API and display aggregated data.
- 52. Permittee shall distribute at least one customer survey annually prepared by the SFMTA to a survey population specified by the Agency. Permittee agrees to provide the SFMTA with a copy of the survey invitation email for review and approval prior to distributing survey.
- 53. Permittee shall track and report the following metrics monthly to the SFMTA as specified in the Powered Scooter Share Sustainability Guidelines and Requirements:

- a. Vehicle Miles Traveled (VMT) for operations vehicles performing cleaning, maintenance, repair, recharging and rebalancing tasks;
 - b. Source of electricity used to recharge scooters, and/or the location(s) where charging occurs;
 - c. A fleet-wide average number of kilowatt hours per mile per scooter; and
 - d. The number of batteries disposed and location of disposal.
54. Permittee will keep a record of reported collisions broken down by severity as specified by the SFMTA. These records will be sent to the SFMTA on a monthly basis.
55. Permittee shall keep a record of maintenance activities, including but not limited to the scooter identification number and maintenance performed, as specified by the SFMTA. These records shall be sent to the SFMTA on a monthly basis.
56. Permittee agrees that the SFMTA may use a third-party researcher to evaluate the Powered Scooter Share Program. Data will be shared with the third-party researcher only for purposes of the evaluating or enforcing the requirements in this permit.
57. On at least a monthly basis, Permittee will provide the SFMTA with data demonstrating compliance with the SFMTA's Powered Scooter Share Distribution Requirements in a format determined by the SFMTA.
58. Permittee shall share personally identifiable information in Permittee's possession about a Powered Scooter Share user with the City where there is an injury alleged to be related to a Powered Shared Scooter, or a claim or lawsuit against the City and the scooter user may have information about, or responsibility for, the claim.

Privacy Policy

59. Permittee must provide a Privacy Policy that safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Permittee agrees to make its policies, procedures and practices regarding data security available to the SFMTA, upon request, and further agrees that the SFMTA reserves the right to hire a third party to perform a security audit mid-way through the permit term, or at any time SFMTA determines that an audit is warranted.
60. Permittee must provide customers the opportunity to explicitly assent to any privacy policy, terms of service, or user agreements. Separately, customers must have the ability to decline sharing any data not required to enable the Permittee to process and complete the transaction. The customer's options with regard to these requirements shall be clearly stated and easily accessed by the customer.
61. Permittee shall provide a Privacy Policy that complies with the California Online Privacy Protection Act (CalOPPA), the California Consumer Privacy Act (CCPA) and any other applicable data protection law or requirements including those that apply 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 a Powered Scooter Share transportation service. For purposes of this permit, "personally identifiable information" or "personal data" shall be defined under applicable state law. Without limitation to other permitting provisions requiring anonymized origin/destination and route data for solely public purposes set forth by the City and County of San Francisco,

permittee may not make any personal data of program participants in San Francisco available to any third party advertiser or other private entity, including another entity that may be affiliated with or jointly owned by the entity that owns Permittee.

62. Permittee shall not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy and shall provide an opportunity for the customer to explicitly assent prior to any changes to its data practices, including uses of data Permittee collected under a prior policy.
63. Permittee may not collect Personal Data related to, nor sort Personal Data nor individual data subjects according to race, gender, religion, national origin, age, or sexual orientation except for survey data collected on an opt-in basis and for a public purpose expressly set forth by SFMTA. Permittee may not deny service to any user on the basis of their refusal to provide any such survey information. The SFMTA shall consult the Human Rights Commission if it receives any complaints based upon any potential violations of this provision.
64. Permittee must disclose any and all existing data sharing agreements and must notify SFMTA in advance of any prospective partnership, acquisition or other data sharing agreement. Permittee may not engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

Permit Revocation

65. The SFMTA reserves the right to revoke a Powered Scooter Share Program Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to the SFMTA. The SFMTA reserves the right to terminate any permit issued if the permittee violates any terms of the permit or is found to have misrepresented any aspect of their application.
66. The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that the SFMTA revokes a Powered Scooter Share Program Permit, Permittee shall remove the Powered Shared Scooter from the City right-of-way within five business days from the date the notice of revocation was mailed and emailed by the SFMTA to the Permittee.
67. If the Permittee wishes to contest the revocation of a permit, the Permittee may request a hearing in accordance with the SFMTA's hearing procedures on revocation.
68. In circumstances that pose a serious threat to public health or safety, the SFMTA reserves the right to immediately revoke a Powered Scooter Share Program Permit effective on the date the notice of revocation is mailed and emailed to the Permittee. The SFMTA shall state the public health or safety reasons that require immediate revocation in the notice of revocation. In such circumstances, the Permittee shall be required to immediately remove the Powered Shared Scooter from the City rights-of-way.
69. A permit may not be assigned, novated, or transferred without the prior written approval of the Director of Transportation. For purposes of this paragraph, "transfer" shall include the sale or other exchange of 50% or more of the ownership or control of a permittee to a third party. The Director's approval of any such transfer is subject to the Permittee demonstrating to the SFMTA's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Permittee's

obligations under this Permit and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into this permit with the SFMTA; and (iii) subject to the jurisdiction of the courts of the State of California. Permittee shall immediately notify SFMTA of any changes to Permittee's corporate structure or ownership. Failure to do so shall be cause for revocation of the permit and any purported transfer made in violation of this provision shall be null and void.

Compliance with Applicable Law

Permittee represents and certifies, under penalty of perjury, that the permittee, any Powered Scooter Share Operator, and all Powered Shared Scooters, are in compliance with all California Vehicle Code requirements, Powered Scooter Share Permit requirements, and Powered Scooter Share Operator criteria set forth in the City's Transportation Code, and any other applicable local, state, or federal law.

Payment of Fees

A permit fee must be paid by the permittee before any permit may be issued. Failure to pay any applicable annual/renewal fee shall result in termination of any existing permit. In addition, the Permittee shall provide sufficient evidence to demonstrate payment of any penalties assessed for violation(s) of any provision of the San Francisco Municipal Code or of terms of any existing or previously issued permits issued by the City, for which there has been a final determination of the violation.

Removal of Improperly Parked Scooters

Improperly parked scooters shall be subject to citation. Further, upon notification by the City of any Powered Shared Scooter that is improperly parked or left standing or unattended on any sidewalk, Street, or public right-of-way under the jurisdiction of the SFMTA or Public Works, the permittee shall remove the scooter within two hours.

Permit Jurisdiction

This permit is only valid for operations in the public right-of-way of the City and County of San Francisco under the jurisdiction of the SFMTA and Public Works.

Appendix B. Insurance and Indemnification Requirements

Indemnification

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee, or loss of or damage to property, arising directly or indirectly from the activity authorized by the Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, and claims brought by customers of Permittee, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Permit, and except where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its sub-permittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

Insurance Requirements

- A. Required Coverages. Without in any way limiting Permittee's liability pursuant to the "Indemnification" section of this Permit, Permittee must maintain in force, during the full term of the Permit, insurance in the following amounts and coverages:
1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 2. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 3. Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
 4. Professional liability insurance, applicable to Permittee's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
 5. Permittee shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or

personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

6. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - a. Name as Additional Insured the City and County of San Francisco and SFMTA, its Officers, Agents, and Employees.
 - b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- B. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.
- C. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three years beyond the expiration of this Permit, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.
- D. Should any required insurance lapse during the term of this Permit, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Permit, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Permit effective on the date of such lapse of insurance.
- E. Before commencing any Services, Permittee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.
- F. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents and subcontractors.
- G. If Permittee will use any subcontractor(s) to provide Services, Permittee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Permittee as additional insureds.