



# WHEELS

**SFMTA POWERED SCOOTER SHARE PERMIT APPLICATION**



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## I. PRELIMINARY STATEMENT

First launched in Southern California, the Wheels device is designed with safety and accessibility in mind. Quickly becoming a market leader in shared mobility, Wheels is proud to be one of the few operators to be selected for the dockless, shared mobility programs in the cities of Los Angeles, San Diego, Chicago, and Atlanta, as well as the University of California, Los Angeles. We pride ourselves on working with cities to meet their micromobility needs with no record of permit revocations or suspensions.

The Wheels device and platform are designed to comply with the SFMTA's Guiding Principles for Emerging Mobility Services and Technologies, with a specific focus on the following three principles:

***Disabled Access.*** Wheels devices are adaptive for the disabled or differently-abled because they are equipped with a seat (other models also include extended floorboards), are lightweight (only 40 lbs.), have a low step-through and low center of gravity for easier access and operation, and do not require users to pedal or stand and balance.

***Safety.*** The Wheels devices are equipped with 14-inch wheels to help navigate uneven surfaces, front and rear independent dual actuated braking system for superior stopping power, and have a low center of gravity for increased stability. Our devices have been tested against multiple various Federal and European standards for safety, design integrity, and visibility standards for mobility devices and these reports are available upon request.

Wheels has also developed a patent pending helmet dispenser technology that will be attached to the back of every device and is unlocked within the Wheels' app and must be used to operate the device, helping the City achieve its goal of Vision Zero. The shared helmet is equipped with removable biodegradable hygienic headliners, and when the ride is over, users put the helmet back in place and the smart technology will detect it was returned.

***Equitable Access.*** The approachable form factor and step through of the Wheels device, along with its broad seat, makes it easy to use for people of all shapes and sizes. Data shows half of Wheels users are women, 30% are over 35 years old, and the Wheels device is popular amongst all neighborhoods and demographics within the cities Wheels operate. In addition, Wheels is experiencing strong adoption in equity zones in both Chicago and Atlanta.

Wheels has demonstrated its ability to operate large fleets of accessible dockless shared mobility devices across multiple major metropolitan cities in line with San Francisco's Guiding Principles and goals for safety and equity. We look forward to the privilege of partnering with the SFMTA to help meet the city's shared mobility needs.



## II. APPLICATION MATERIALS

### A. Device Standards and Safety Assurances

**Battery Certifications.** Wheel’s batteries are CE certified, indicating conformity with health, safety, and environmental protection standards for products sold within the European Economic Area and applicable EU directives. The Wheels device is also currently undergoing UL 2271 and 2272 battery certifications. Proof of this undergoing certification is attached hereto as Appendix B.

**Vehicle Code Test Results.** The Wheels device has been certified by a qualified independent lab that each model scooter put into service meets or exceeds California Vehicle Code §21223 requirements. In addition, Wheels has also obtained certification from a qualified independent lab demonstrating that each model scooter put into service is “equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.” Proof of this testing is attached hereto as Appendix C.

**Safety Assurances.** Our safety response team system consists of a local hire workforce of on-the-ground Field Operation Specialists that use our Field Operations app to manage the deployed fleet, a skilled team of local hire mechanics who work at our warehouse, our local General Manager and operations team, and our customer support team.

Our Field Operations run 24 hours a day, 7 days a week, and are organized into zones for efficiency. Field Operations Specialists are responsible for addressing safety and maintenance issues, swapping device batteries, handling any customer service issues, and retrieving any unsafe or non-functional devices that need to return to the warehouse for service.

We cast a broad net to identify potential safety issues within our fleet using a combination of user feedback, active management, and proactive analysis of data and diagnostics. These methods include:

- Collecting and reviewing in-app reports from riders and Transporters for potential maintenance and safety issues;
- Performing routine field quality checks by Field Operations Specialists during battery swaps;
- Processing device error codes and other telemetry data flowing into our database, allowing us to take devices out of service remotely;
- Responding to system alerts for consecutive low app ratings, extended device idle time, and repeat low speed and short trip triggers; and
- Performing routine diagnostic tests and maintenance needs at least every two months.

In addition to the foregoing, riders and community members can communicate safety issues directly to our customer support team by calling our 24/7 customer service hotline (888-240-7120), emailing customer support (support@wheels.co), filling out a form on our



website (wheels.co) or reporting an issue directly through the app. Information on how to contact our customer support team is visibly displayed on every device. Any device that is reported as not safe to operate can be remotely disabled and will be removed within 24 hours of receipt of such notice and will not be redeployed until the device has been adequately repaired.

## **B. Sample Scooters**

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 will be delivered on Friday, August 23rd.

## **C. Pricing Structure**

Wheels' transparent pricing structure provides low barriers to entry and lets users ride worry free. Upon scanning a device, users are shown current rates before every ride, eliminating the need for guess work. Our pricing model is designed with equity in mind and does not require hefty upfront deposit fees, memberships, or time limitations. Wheels prices are determined such that we are competitive with existing options and are able to cover operational costs. Wheels plans to launch its initial fleet with a \$0.25 per minute fee and a \$1.00 unlock fee. The price is always shown to users before they choose to start a ride and does not change during the trip. Wheels also provides a prepaid credit program, offering discounted rides of 5 percent to 20 percent based on the amount of pre-purchased credits.

**Low-Income Plan.** Equitable service is very important to the Wheels team and we believe access to safe, affordable transportation should be available to everyone. In addition to our standard pricing structure and payment procedures, Wheels also offers a low-income plan, Wheels-for-All, which includes cash payment options and a 50% discount on rides to any customer with an income level at or below 200% of the federal poverty guidelines.

To qualify for our low income plan, individuals must be currently enrolled, or eligible to enroll, in a city, state or federal assistance program including, but not limited to, Muni Lifeline Pass, CalFresh or PG&E's CARE utility program. Interested individuals must mail or email proof of eligibility or enrollment in an acceptable state or federal assistance program along with their full name and phone number to [equityplan@wheels.co](mailto:equityplan@wheels.co) or Wheels Labs, Inc 750 N. San Vicente Blvd, Suite 800, West Hollywood, CA 90069. Once approved, participants can add money to their account according to the cash payment option below or directly in the app via an approved electronic payment method.

In order to achieve the City's goal of one low-income plan member for every five scooters authorized, Wheels will use its flexible rebalancing model to distribute at least 32 percent of our permitted devices to neighborhoods of key concern as outlined in our Operations Plan. In addition, our Community Management team will work with local stakeholders to optimize our service across these communities and collaborate with the partners identified in our Community Engagement Plan to promote our transportation option for residents without access



to personal vehicles. Lastly, Wheels will promote its Wheels-for-All plan to San Francisco community members within its smartphone app, making program information discoverable in the in-app menu as well as publishing an in-app banner to every rider in the service area.

**Cash Payment Options.** For customers without a credit or debit card, users can add a cash balance to their account by emailing their full name and phone number, and any other required information, to equityplan@wheels.co. Balances can be added to their account by sending a check or money order, along with their full name and telephone number, to our corporate address: Wheels Labs Inc. ATT: PREPAYMENT 750 N San Vicente Blvd, Suite 800, West Hollywood CA 90069.

**Non-Smartphone Service.** For customers who have established an account under the Wheels-for-All low-income plan and are without a smartphone, Wheels will provide the ability to have a device unlocked for use by sending an SMS text message, along with the QR code of the device, to a dedicated Wheels’ SMS number.

**Extended Use Fees.** Making sure a ride is always nearby is important, and we’ve built an operating model optimized for fleet availability. Swappable batteries, a flexible rebalancing network, and in-market service centers help Wheels deliver industry leading uptime. To further ensure availability, Wheels will discourage recreational usage by charging an extended use fee of \$5.00 per trip for rides over 60 minutes in length.

**Other Pricing Details.** To encourage users to pair their rides with transit, Wheels will waive the unlock fee in designated areas near key transit lines and hubs. Information on the discount will be visible to users in the scan screen map within the mobile application when near eligible zones. Although Wheels does not have a mandatory membership requirement (which often serves as a barrier to entry), an optional membership program that includes incentives and rewards for users can be developed in line with the City’s needs. Lastly, our billing and customer service rules for lost vehicles can be found in our Rental Agreement which is attached to Appendix C.

**D. Operations Plan**

**Service Areas.** In order to meet the minimum thresholds and percent coverage targets outlined in Distribution Guidelines, as well as deliver power scooter share service to previously unserved neighborhoods, Wheels will deploy a fleet of 2,300 devices to the Core Service Area according to the following distribution:

<b>Core Service Area</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>
Downtown Core	250	500	650	1,000
Other Core	-	-	200	500



<b>Key Neighborhoods</b>				
Mission	67	400	400	400
Western Addition	32	50	100	100
SE Neighborhoods (Bayview - Hunters Point - Visitacion Valley)	156	160	160	160
SW Neighborhoods (SFSU - Ingleside - Excelsior)	118	125	140	140
<b>Total</b>	<b>623</b>	<b>1,235</b>	<b>1,650</b>	<b>2,300</b>

The fleet will consist entirely of Wheels’ adaptive scooters that are available for pick-up and drop-off by customers on a twenty-four hour a day, seven day per week basis. This initial fleet size and subsequent expansion takes into account demand so that the distribution targets are met even when devices are in use and moving around. Wheels will also take into account neighborhoods without existing power scooter share service located within the Other Core and Key Neighborhoods when deploying its service.

***Expanded Service Area.*** Commencing after the third month of initial deployment, Wheels plans to expand its fleet to include the Expanded Service Area identified in the Distribution Guidelines according to the following distribution:

<b>Expanded Service Area</b>	<b>Month 4</b>
Richmond	50
Sunset	100
Twin Peaks (by petition only)	-
Presidio	50
<b>Total</b>	<b>200</b>



***Deployment & Rebalancing Plan.*** Wheels’ proposes to operate its service 24 hours a day, 7 days a week. Our device placement and rebalancing system is operated around-the-clock by Transporters, a reliable network of contractors. Transporters are equipped with our Transporter app which displays each geofenced parking location or “Hub” available for device rebalancing. Wheels will create these Hubs based upon bike rack installations and furnishing zones that have been identified as being part of the power scooter program by the SFMTA and other acceptable locations that have been identified by local stakeholders through our community engagement efforts. The Transporter app features specific instructions on how many devices are permitted to be parked in each Hub, gps navigation to each location, realtime data to prevent overflow at Hubs that are no longer available, and education on how to properly park the devices according to City rules and guidelines. The app also requires that Transporters submit reviewable photos each time a device is parked to ensure devices are not left in prohibited areas.

Like our Transporter system, our Field Operations also run 24 hours per day. Field Operations Specialist are scheduled across three shifts: morning, midday, and overnight. Organized into zones for efficiency, Field Operations Specialists are responsible for swapping device batteries; handling any customer service issues; repositioning improperly parked devices; and retrieving any devices that need to return to the warehouse for service. This team is highly trained in field operations and how to use the Wheels Field Operations app. Field Operations Managers hold Specialists to high standards to ensure the proper parking of the devices and use both mobile and web-based platforms to continuously monitor the positioning and upkeep of the fleet. Managers also dispatch Specialists to reposition devices that have been improperly parked based on Transporter or user parking photos, or that are pinging in prohibited zones.

Having a local Operations team allows Wheels to work closely with city officials and planners to create customized Standard Operating Procedures (SOPs) for special events, transit issues, and inclement weather. Our flexible technology allows us to set operational parameters at the geofence level to help us meet the goals of the City and event planners. These parameters include limiting speed, preventing trip start and end, showing non-operating zones in app, and making devices available for pick up by Transporters, or removing the fleet from the field for storage. We also leverage Field Operations Specialists and the Transporter network to reposition devices as needed in the event major transportation needs are required to be met such as a major metro line outage.

***Adaptive Scooter Pilot Plan.*** Wheels currently has two powered scooter models, both of which are adapted to expand access to people with various physical disabilities. Our standard model is a powered scooter that includes a seat to give the rider five points of contact (two hands, two feet, one seat) and a low center of gravity for increased stability, a low step through for easy access, and large 14 inch wheels for navigating uneven surfaces. Wheels also has an extended floorboard model that provides additional wider floorboards for easier balance for those users who prefer to stand while operating the device.

Wheels proposed fleet consists entirely of adaptive scooters, which have been highly successful within the cities Wheels operates, and Wheels will work with the SFMTA to





determine the appropriate number of standard and extended-floorboard models to deploy at launch. Although Wheels does not collect data relating to users' physical disabilities, data shows half of Wheels users are women, 30% are over 35 years old. Wheels plans to work with groups such as Senior and Disability Action, Dignity Fund Coalition, Felton Institute, Shanti Project, and other stakeholders to obtain feedback regarding our adaptive scooters and to incorporate that feedback into future modifications or model designs.

## **E. Plan for Safe Scooter Riding & Parking**

Wheels takes compliance with laws and regulations related to sidewalk riding and safe parking seriously and, if granted a permit, we will comply with commitments made in this application and continue to work with the SFMTA to help meet the City's goal of Vision Zero. In addition to our Safety Assurance Plan outlined in Section A, Wheels proposes the following education, training, and incentive plans for safe scooter riding and parking which Wheels has effectively deployed in other cities and/or commits to deploy in the city of San Francisco.

***General Plan.*** We use several methods to ensure safe riding and parking including:

- In-app education and images regarding device operation and local rules for proper scooter riding including the use of bike lanes, never riding on the sidewalk, and how to use the braking system;
- In-app messages to our riders regarding the importance of not blocking public pathways or impeding entranceways, curbs, ramps, or public transit stops when parking a devices and images of proper parking techniques;
- In-app safety tips and reminders to wear a helmet and avoid distracted riding;
- Requiring users to submit a reviewable photo of their parked device to end the ride and encouraging bike rack parking whenever possible;
- Reviewing parked device photos to ensure compliance with parking rules and deploying Field Operations Specialist to remedy any incorrectly parked device;
- Incentivizing riders who display good parking techniques and behavior with rewards including free ride credits, discounts, and other incentives as determined by Wheels to encourage continued good community practices;
- Providing print literature and social media campaigns to educate users and community members on safe riding and proper parking, and information on how to notify Wheels of any unsafe or improperly parked device;
- Hosting community forums, free helmet giveaways, and other community programs aimed at educating and encouraging proper riding and parking behavior; and
- Penalties for users who consistently display poor operational behavior.

***Incentive Plan.*** Wheels is partnered with a third-party platform to aid in the review of submitted parking photos. Based on machine learning, and incorporating human reviewers for flagged photos, this system is able to identify devices blocking throughways, curbs or ramps, transit stops, hydrants, and other improperly parked bikes as well as bikes not utilizing the lock-to mechanism. Wheels uses this system to proactively identify and correct parking issues,



issue penalties to riders, and also incentivize good parking behavior. Using this system, Wheels will provide credits to riders who maintain a good parking rating of 90 percent or greater in the prior month.

***In-App & On-Device Information.*** As reflected by the screenshots included in Section M, our smartphone application includes in-app screens that educate users regarding local riding rules, parking regulations, and safety tips that include images for reference. Users are also provided with a contact form within the app where they may report a collision or other safety incident to Wheels at any time prior to, during, or at the end of every ride, and information regarding local authority contacts is provided within the Frequently Asked Questions (FAQs) page of the app.

Before operating a device, users are required to swipe through these screens and also have access to our FAQs page which describes in further detail the riding and parking requirements of the City. For our San Francisco operations, detailed and layperson summaries of riding and parking requirements will be available to community members in print form and on our website ([www.wheels.co](http://www.wheels.co)), and a 5-6 word summary of the following rules will be displayed within the in-app education screens:

- Park Near the Curb or Designated Areas
- Don't Interfere with Amenities or Landscaping
- Don't Obstruct Pedestrian Space
- Don't Park at Corners or Blocking Curb Ramps
- Don't Block Bus Stops and Loading Zones
- If Riding on Embarcadero:
  - Do ride in the bike lanes
  - Do not ride on the Promenade path
- Park Scooter Upright
- Don't Park on Narrow Sidewalks
- Don't Park Along Buildings
- Don't Block Fire Hydrants
- Don't Block Access Points

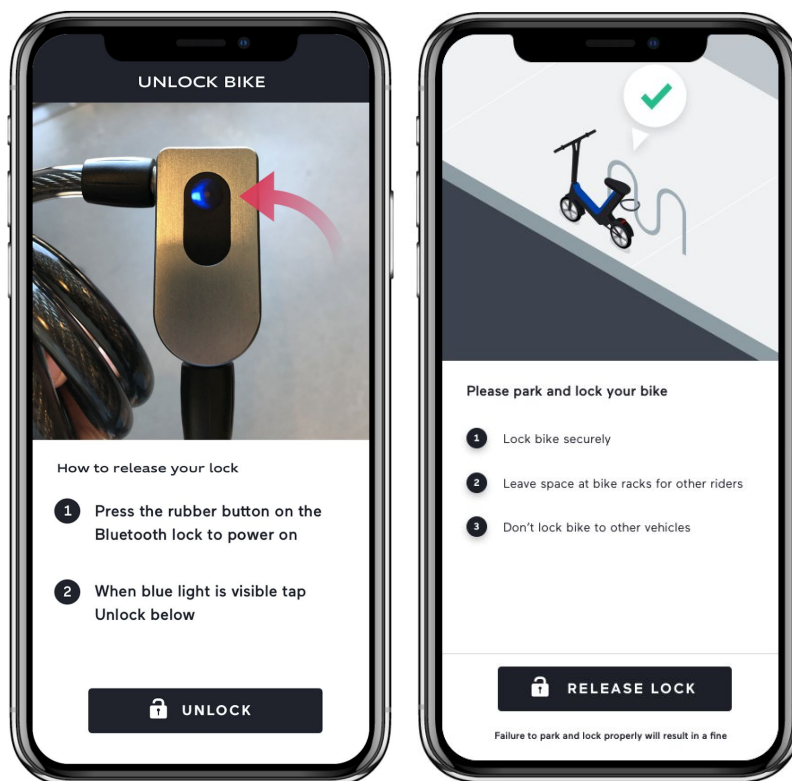
Every Wheels device is equipped with stickers stating important safety rules and contact information that is visible to all users and community members.



***Locking Mechanism.*** All Wheels adaptive devices in San Francisco will feature an integrated smart-locking mechanism that allows the device to be secured to fixed objects. Wheels will integrate custom in-app content into the start and end ride flow that educates users on how to use the mechanism and displays the following rules:



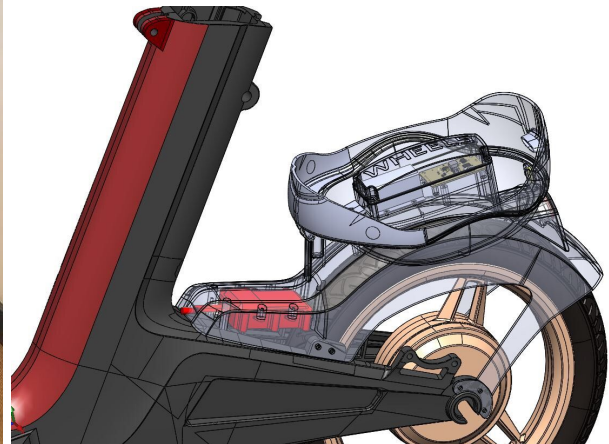
- Lock Scooter Securely
- Leave Space at Bike Racks for Other Riders
- Don't Lock to other Vehicles



Through the use of our smartlock and machine learning based parking photo review system, Wheels has the ability to detect devices not properly locked at the end of rides and to issue penalties to users.

**Driver Licenses.** Pursuant to our Rental Agreement, Wheels requires all users to be 18 years of age or older to use our service. In order to verify age and also ensure riders in San Francisco have a driver's license, users will have to scan a valid driver's license via our in-app, proprietary software. Wheels will remove the ability to start a ride for users unable to provide a valid license.

**Helmet Use.** We message to riders the importance and/or requirement to wear a helmet while operating our devices, as well as a notice located on the front of the device. Wheels has also developed a patent pending helmet dispenser technology that will be attached to the back of every device and is unlocked within the Wheels' app and must be used to operate the device. The shared helmet is equipped with removable biodegradable hygienic headliners, and when the ride is over, users put the helmet back in place and the smart technology will detect it was returned. This patented helmet technology is currently in the pre-production phase. Wheels will work with the City to debut this technology and hold community forums to educate users about the importance of wearing a helmet when riding.



**Safety Complaint & Resolution Process.** Community members can communicate issues related to unsafe or improperly parked devices directly to our customer support team by calling our 24/7 customer service hotline (888-240-7120), emailing support (support@wheels.co), sending information directly through the app, or filling out an online form on our website (www.wheels.co). Matters requiring priority response times, including reports of improperly parked or defaced devices, are escalated and auto dispatched to the Field Operations Specialists for resolution within two hours. Safety complaints are investigated and resolved pursuant to our Safety Assurances Plan, and all complaints are logged in a shared complaints database.

**Rider Accountability & Consequences.** Wheels understands the need to both incentivize good parking behavior and punish bad parking behavior. With our required parking picture feature, we are able to monitor the parking behavior of our users and identify those users who exhibit consistent non-compliant behavior. Offenders will receive a push notification regarding their behavior and a warning of potential actions Wheels may take if the behavior is repeated. Consequences include mandatory parking and riding education classes, suspension of device use for a period of time commensurate with the underlying offense(s), or removal from the platform as the ultimate penalty for repeat offenders.

In addition to parking, Wheels holds users accountable for their riding behavior by actively monitoring inbound reports filed through our local authority portal and by community members to our customer service hotline. Once a user has been reported as violating the local riding rules, Wheels will conduct an investigation into the alleged behavior and take appropriate steps to hold those violators accountable. Even if an alleged violator is unable to be identified by the notifying community member or officer, our GPS technology and telemetry data flows can help us determine which user is the likely culprit. Penalties for operational violations include warnings regarding proper device use and removal from the Wheels platform.

**Over-Concentration Measures.** Wheels employs Transporters and Field Operation Specialists to rebalance the deployed fleet of devices 24 hours a day, 7 days a week with the use of our Transporter app as described in the Operations Plan hereinabove. This real-time rebalancing system uses live data to identify active problem areas and deploy Transporters or

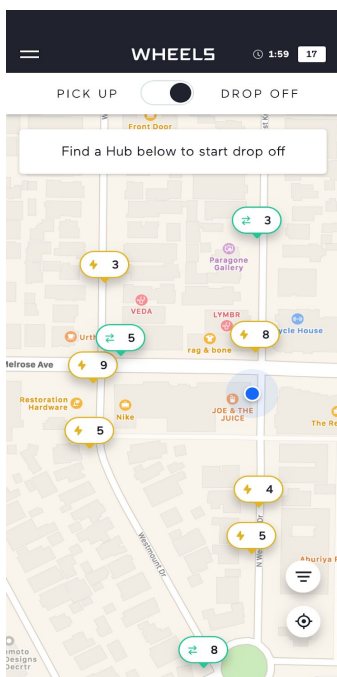


Field Operation Specialist to rebalance any over-concentrated areas, helping to ensure the availability of our devices according to the threshold distribution requirements. In the event there is an identified, chronic overcrowding issue at a specific location, Wheels will increase its rebalancing staff to better manage the overcrowded area and incentivize Transporters with higher fees for rebalancing these specific areas.

## F. Recharging, Maintenance, Cleaning, and Sustainability Plan

***Recharging.*** Wheels devices are one of the first to market with swappable battery technology. Batteries are charged at our local warehouse and swapped in the field by Field Operations Specialists, who use a proprietary app which shows real time fleet information including device status and battery levels. Managers also utilize a desktop platform that detects devices with low batteries and dispatches Field Operations Specialists to swap batteries.

To reduce vehicle miles traveled, Wheels utilizes our proprietary Service Hub technology, which incentivizes Transporters to drop off low battery devices in dedicated locations reserved for devices needing service. Transporters are able to ride devices to Hubs for pay, eliminating the need for a traditional vehicle to provide this service and directly supporting our vision of removing cars from roads. The following is a screenshot from the Transporter app, depicting the different Hub types.



Transporter rebalancing of low battery bikes helps the Field Operations team reduce time and distance spent in vans to locate and swap device batteries. When combined, our swappable batteries, Transporter Network, and Service Hub Technology makes Wheels best-in-class in terms of efficiency and significantly reduces vehicle miles traveled versus other models that



require pulling the entire fleet back to the warehouse for recharging, or contractor based models that require contractors to incur vehicle miles travelled both for collection and redistribution the following morning.

***Vehicle Miles Traveled Tracking.*** Our Field Operations are performed with the use of the Field Operations app which can track the miles traveled of each Field Operations Specialist through the use of gps. Wheels also collects vehicle mileage through our refueling system. This data point can be stored by Wheels and provided to the City as needed.

***Life-Cycle Analysis.*** Wheels is proud of the innovations we've made in the space to truly promote sustainability and deliver on micromobility's core promise of clean transportation. Through our internal data collected during our first year of operations, our devices have a useful life of 12 months, up to 10x that of other models. This is the result of our rugged, modular device design, our full stock of replacement parts, and our swappable battery system. Wheels is currently engaging a third party to complete a Life Cycle Analysis of our devices and system, which will be provided to the SFMTA within the first six months of permit issuance

***Maintenance Plan.*** Our maintenance, cleaning, and repair system consists of a local hire workforce of on-the-ground Field Operation Specialists that use our Field Operations app to manage the deployed fleet and a skilled team of local hire mechanics who work at our warehouse. Our Field Operations run 24/7 and are organized into zones for efficiency. Field Operations Specialists are responsible for swapping device batteries, handling any customer service issues, and retrieving any devices that need to return to the warehouse for service.

Our Mechanic team is highly skilled in servicing our devices. Led by our local Warehouse Manager, this team of in-house mechanics diagnoses incoming devices, routes devices to the appropriate department for service, performs parts adjustments and replacements, and executes routine maintenance and quality checks at least every two months to ensure devices meet internal and external quality standards.

We cast a broad net to identify potential maintenance, cleaning, or repair needs in our fleet using a combination of user feedback, active management, and proactive analysis of data and diagnostics. These methods include:

- Collecting and reviewing in-app reports from riders and Transporters for potential maintenance issues;
- Monitoring support calls or emails informing us that a device requires service;
- Performing routine field quality checks by Field Operations Specialists during battery swaps;
- Processing bike error codes and other telemetry data flowing into our database, allowing us to take bikes out of service remotely;
- Responding to system alerts for consecutive low app ratings, extended device idle time, and repeat low speed and short trip triggers; and
- Performing routine diagnostics and maintenance needs at least every two months.



Devices requiring service by our in-house mechanic team are returned to our warehouse where we have a full stock of inventory to replace parts as needed. Upon arrival at the warehouse, all devices enter our repair flow, starting with a full diagnostic by a Quality Technician. Devices are then routed to the appropriate area for service and undergo an outgoing quality check before being returned to the field. Our service model and modular devices with replacement parts ensure a long product lifespan. Using the data captured from our warehouse, we partner closely with our manufacturer to identify opportunities for additional R&D to further extend the lifespan of our devices.

***Reported Issues.*** Riders, Transporters, and community members can communicate issues directly to our customer support team by calling our 24/7 hotline, emailing support, or reporting an issue directly through the app. Information on how to contact our support team is visibly displayed on every device and our customer service center responds to inbound reports within 24 hours. Wheels will respond to any report of graffiti by removing and cleaning these devices within 24 hours of being reported and respond to any report of inappropriate or profane language by removing and cleaning these devices within 4 hours. To ensure our scooters do not defile the environment, Wheels commitments to respond to reports of scooters found in the bay or another body of water within 4 hours and will use best effort to retrieve these devices, or notify the appropriate authorities in the event the device cannot be achieved by reasonable methods.

***Sustainability Plan.*** Our unique form factor and service model create a long lifespan for our scooters, which are made of high-quality materials and are sturdily built to withstand the rigors of outdoor storage and constant use. Through a unique modular design, our devices have swappable parts and batteries that gives our devices a product life-cycle up to ten-times longer than other dockless vehicles on the market. The modular design of our devices coupled with our robust spare parts inventory results in very low vehicle churn, ensuring our permitted fleet is appropriately maintained without excessive consumption or waste.

The Wheels scooter also meets several environmental standards regarding its batteries and electronic equipment. Wheels has been certified to meet the standards of EN 60950-1 (intended to reduce the risk of fire or shock from battery powered equipment), EN 62479:2010 (intended to reduce the risk of human exposure to electromagnetic fields from low power electronic and electrical equipment), ISO 11014:2009 (related to health, safety, and environmental protections from certain chemical substances), and RoHS 2 directive 2011/65/EU (restricting the use of certain hazardous materials), among others.

To the extent a vehicle has a service issue that is beyond repair, we've partnered with a third party to strip devices for parts and responsibly dispose of any materials that can't be utilized. We also partner with local recycling centers for any scrap parts realized through our maintenance operation. Lastly, our batteries have a lifespan of more than 900 charge cycles and when a battery eventually reaches end of life in roughly 2-3 years, we work with federal and state approved lithium ion battery recyclers to ensure batteries are disposed of in an environmentally safe manner.



***Fleet Size.*** Wheels devices average 80 percent uptime, meaning our fleet is available for rides 80 percent of the time during operational hours. Thus, in order to consistently deploy 100 devices, Wheels requires roughly 125 devices in market to maintain its permitted fleet. Based on public data, we estimate Wheels needs one third to one half the number of other market participants to maintain the same number of daily launch devices. This is because our model does not rely on a large contractor force for recharging devices on private property and we have a module product and full spare parts inventory to efficiently repair our fleet.

## **G. Hiring and Labor Plan**

While Wheels is headquartered in West Hollywood, CA, we are local in all cities in which we operate. Our system is supported by three methods for rebalancing, charging, and servicing devices: an efficient, reliable network of independent contractors known as “Transporters”, a local hire workforce of on-the-ground Field Operation Specialists, and a skilled team of local hire mechanics who work at our warehouse. In addition to hiring locally for our Field Operations and Warehouse teams, our cities are led by a General Manager and supported by a Community Manager, Government Relations team, and Marketing team. We assess our staffing needs on a regular basis based on local market needs and adjust accordingly.

For our San Francisco operation, we project the following needs:

- 1 General Manager
- 1 Community Manager
- 2 Operations Manager
- 3 Field Operations Leads
- 1 Warehouse Manager
- 1 Warehouse Lead
- 4 Warehouse Shift Supervisors
- 6 Quality Technicians
- 1 Field Operation Specialist per 100 devices
- 1 Mechanic per 200 devices
- 5-10 Transporters per 100 devices

Wheels is an equal opportunity employer with a strategic focus on employing underserved communities. Our team works with local communities and organizations to setup hiring fairs to promote local hiring and educating potential employees and contractors about the benefits of working with Wheels. Wheels hourly staff is paid through one of our third party payroll providers to ensure compliance with all local laws and each receives an offer with complete transparency regarding their relationship with Wheels, their hourly rate, and their net of job expenses.

It is our desire to invest in the skills of our workers and promote their upward mobility within the company. Therefore, all employees hired within the community are provided with onboarding training, trained on properly using the Warehouse and/or Field Operations app, and





continued training in dockless mobility operations and device repair. This training includes classroom sessions, ride alongs with experienced workers, and continuing education for operational changes and new technology introductions. We have a track record of promoting hourly workers to Supervisor positions, and we also provide career growth opportunities into salaried and management positions. Currently, one third of our salaried Operations team has started with Wheels in either an hourly Mechanic or Field Operations Specialist role!

**Contractors.** Our contractors, known as Transporters, assist in rebalancing the fleet and are paid by Wheels on a per job basis based on their selection and completion of available jobs listed within the app. This is flexible, part-time work that enables Transporters to work when they want and select how they work. Transporters are invited to info sessions where our operations team describes the nature of the work, highlights potential job related expenses, and provides information to set up Transporters for success. This information, which includes education on how to perform the job, follow parking guidelines, and rebalance devices is also shared via push notification, SMS, and in-app displays.

**Labor Harmony Plan.** Wheels recognizes the rights of employees to organize and join unions pursuant to the National Labor Relations Act (“Act”). We further recognize the SFMTA’s position that the businesses it issues permits to maintain labor harmony with related unions so that operations are not inhibited which could disrupt the service to the general public. In order to satisfy the foregoing requirements, Wheels will implement the following labor harmony plan:

1. Wheels will abide by applicable law and act in a good faith manner in the case its employees decide to organize and join a union;
2. When necessary, Wheels will meet with an applicable union to discuss and resolve any potential issues/disputes that may arise relating to the operations of Wheels and its employees for the purpose of avoiding handbilling, picketing and other demonstrative conduct that could lead to labor disharmony; and
3. When necessary, Wheels will take appropriate legal action that would require an applicable union to engage in any demonstrative conduct in a peaceful manner so that it does not disrupt the general public and seek an injunction when necessary if such conduct violates applicable law.

Wheels is dedicated to maintaining a positive and harmonious relationship with its employees. It provides a competitive wage and benefits package, good working conditions, reliable hours, and encourages feedback from employees. Wheels maintains a positive relationship with its workforce and has never had any labor or service disruption of any kind. Wheels is committed to compliance with all federal, state and local labor laws and regulations, as well as the principles of equality, anti-discrimination, and harassment and employee safety. Wheels is confident in its ability to maintain labor harmony and avoid potential service disruptions.



## H. Community Engagement Plan

Wheels is fully dedicated to becoming a well-established community partner in San Francisco well before any devices are deployed. This will entail stakeholder and community outreach, partnerships with local businesses, public outreach on social media, free helmet giveaways and scooter training courses, and much more. Our goal is to supplement SFMTA's equitable transportation system and re-engage those communities, which have otherwise been ignored by the distribution plans exacted by other shared mobility platforms. It is our intention to fully understand the culture and priorities of each neighborhood and engage and elicit participation of these groups into our platform in a coordinated and easy-to-do manner so that feedback and responsiveness go hand-in-hand. We understand that concerns in the Mission will be different than concerns in the Sunset District or in the OMI and plan to engage each community where Wheels is deployed.

Wheels will do this by ensuring our program provides communities with real-time coverage information, and access to our General Manager and Community Manager to communicate concerns or suggestions on how best to serve communities. We will incorporate feedback into our operations model and communicate these issues to SFMTA. We will develop cooperative, working relationship with community stakeholders in order to provide service to directly address community needs and concerns by incorporating community feedback into our program wherever possible.

**Communication.** Wheels' communication strategy is founded on how best to become a reliable service provider to supplement SFMTA's transit options. This means that we maintain a commitment to communicate up-to-date information relating to our service area, number and kind of devices available, pricing, service disruptions, weather reports, membership programs, events, community and stakeholder meetings and information on how to communicate directly with Wheels, including access to service deployment requests.

**Community Forum.** Wheels will form a community-based stakeholder forum, each month to gather feedback, report on our most recent program developments and encourage participation. This forum will consist of members appointed by each supervisor, staff from SFMTA and any community member who would like to participate. The reports of these meetings will be delivered to the MTA in monthly reports.

**Records.** We maintain a record of all community feedback and concerns, searchable in shared database with SFMTA to ensure feedback is being incorporated into our program as it develops. We consider our program materials a living and growing set of documents to be responsive to the needs of the community.

We also maintain a log of all outreach efforts, searchable by personnel name and group name which includes agenda items, discussion notes, comments, concerns and feedback and how Wheels has decided to address those concerns



**Community Staffing Plan.** Wheels will maintain a staff of community outreach professionals experienced in community engagement, grass roots planning, political organization and public affairs. This team will consist of the General Manager, Community Manager, Public Affairs Manager and community ambassadors. This team has not yet been assembled in San Francisco, but should Wheels be entrusted to serve San Francisco in its shared mobility program, we will update this information and communicate it in written form to the SFMTA’s program managers.

**Marketing Plan.** Wheels understands the cultural diversity in and within each district and that no two communities are the same. Our commitment is reflected in our ongoing development of our app in multiple languages and our diverse hiring practices. We commit to develop our marketing materials and outreach efforts in Chinese, Spanish and English and will incorporate community feedback into the selection of our next language. Wheels devices are fully “wrappable” which means that artwork and community related and neighborhood related themes can be incorporated onto the frames of our devices. We look forward to establishing an engaging art contest to bring local art and culture back to the community, using our vehicles as the vehicle!

**Partner Programs.** Wheels hires local wherever possible and has many opportunities for community members in need of employment due to prior employment history, incarceration, or challenges attaining housing. We are also committed to developing programs to engage youth, especially at-risk youth. We have formed a relationship with United Playaz and intend to create a program for young adults to become repair technicians.

Wheels is also committed to engaging small businesses with opportunities to partner in various ways, such as parking, distribution and marketing. Our intent is to supplement the current transportation system while maintaining a place for rental businesses to support recreational activities.

**Outreach and Partnership Groups.** Wheels is committed to outreach and solicitation of partnership opportunities with the following groups:

BMAGIC	Excelsior Action Group	Independent Living Resource Center	The Village PROject
CALLE 24	Excelsior Works	PODER	United to Save the Mission
Chinatown Development Corp	Filipino-American Development Foundation	Safe Passage	Mayor’s Office on Disability
Chinese for Affirmative Action	Healthy Southeast	SF Rising	Walk SF



Chinese Newcomers Assc	Mission Asset Fund	SOMA Pilipinas	SF Bike Coalition
Chinese Progressive Association	Mission Economic Development Association	SOMCAN	Lighthouse for the Blind
Daylaborer Association	Mission Neighborhood Centers	TL Community Benefit District	Swords to Plowshares
Senior Disability Action	MoMagic	TL Neighborhood Corporation	SF Tenants Union
Sunset Neighborhood Beacon Center	Young Community Developers	The Richmond Neighborhood Center	Senior Action Network

**I. Data-Sharing End Point**

Wheels will provide the Data Sharing Endpoint address via email to the SFMTA as required.

**J. Experience and Qualifications**

Wheels is one of the largest operators of shared mobility devices in Southern California. In just six months time, we’ve reached over one million paid rides! Our operational efficiency and broad user demographic has allowed Wheels to hit this milestone on a similar timeline with competitors, yet with significantly fewer devices in significantly fewer markets. Today, Wheels is deploying over 5,000 devices daily and is proud to be one of the few operators to be selected for the following dockless shared mobility programs in North America:

**City of Los Angeles Dockless Conditional Use Permit.** In advance of a full program implementation, the Los Angeles Department of Transportation (“LADOT”) was authorized the issue revocable, conditional permits to dockless mobility operators allowing for a fleet size of 3,000 vehicles per operator without expansion. Wheels was granted a conditional use permit under this program for the months of February through April, 2019 and successfully operated 1,500 devices during this time.

**City of Los Angeles Dockless On-Demand Personal Mobility Program.** In December 2018, LADOT launched the One Year Dockless On-Demand Personal Mobility Permit with a minimum fleet requirement of 500 and a maximum of 3,000 (with an additional 7,500 allowable devices in disadvantaged communities). Wheels was granted a permit under this program in



May, 2019 and launched an entire 3,000 device fleet within the first 30 days of permit issuance, which we currently operate within Los Angeles. Contact information is as follows:

Los Angeles Department of Transportation  
Marcel Porras, Chief Sustainability Officer Transportation Technology  
100 South Main Street, 10th floor  
Los Angeles, CA 90012  
Telephone: (213) 972-8470, email: [ladot@lacity.com](mailto:ladot@lacity.com)

***City of Chicago E-Scooter Share Pilot Program.*** The City of Chicago established requirements for an Emerging Business Permit for an e-scooter share pilot project that will run from June 15, 2019 to October 15, 2019. Wheels is one of 10 operators that were granted a permit under this program and currently operates a fleet of 250 dockless mobility devices that were all deployed upon launch. Contact information is as follows:

City of Chicago Business Affairs and Consumer Protection  
Isaac Reichman, Director of Public Information  
30 N. LaSalle Street, Suite 1100  
Chicago, IL 60602  
Telephone: (312) 744-3600, email: [Isaac.Reichman@cityofchicago.org](mailto:Isaac.Reichman@cityofchicago.org)

***City of Atlanta Shareable Dockless Mobility Program.*** On January 7, 2019 the City of Atlanta City adopted the Shareable Dockless Mobility Device permit program. Wheels was granted a permit in May, 2019, where we currently operate a fleet of 1,000 dockless mobility devices. Contact information is as follows:

Atlanta Department of City Planning  
Carey Bearn, Interim Director, Office of Mobility Planning  
55 Trinity Avenue, Suite 1450  
Atlanta, GA 30303  
Telephone: (404) 330-6070, email: [cbearn@atlantaga.gov](mailto:cbearn@atlantaga.gov)

***City of San Diego Shared Mobility Device Program.*** Wheels has operated a shared dockless mobility program in San Diego for several months. On July 1, 2019, San Diego began its Shared Mobility Device program for which Wheels was granted a permit to operate a fleet of 1,650 shared mobility devices. Wheels' scaled to 1,300 devices within two weeks of obtaining a permit and its San Diego operation includes more than 60 full time employees and more than 60 independent contractors. Contact information is as follows:

City of San Diego, Development Services Department  
Raquel Torres, Program Director  
9485 Aero Drive, M.S. 413  
San Diego, CA 92123  
Telephone: (619) 446-5254, email: [RTorres@sandiego.gov](mailto:RTorres@sandiego.gov)



***University of California, Los Angeles e-Scooter and e-Bike Program.*** On April 25, 2019 UCLA released an RFP for e-scooter and e-bike operation on the university campus and in May 2019, Wheels was granted a contract to operate a fleet of 250 devices on campus which were all deployed at launch. Wheels’ grant of this UCLA contract has resulted in discussions regarding deployment of the Wheels devices across all University of California campuses through adoption of the program by the Regents. Wheels anticipates operation on all University of California campuses soon. Contact information is as follows:

UCLA Transportation Department  
 Jimmy Tran, Transportation Planner  
 UCLA Transportation, Box 951360, Westwood Plaza Suite 100  
 Los Angeles, CA 90095  
 Telephone: (310) 825-3155, email: [jtrans@ts.ucla.edu](mailto:jtrans@ts.ucla.edu)

Wheels’ remains in good standing with all of the foregoing cities and universities, with no record of permit revocations or suspensions and has always paid all applicable fees on time. Wheels complies with local laws and encourages its users to comply with local laws through in-app education, incentive programs, and safety courses provided as part of its community outreach plan.

**K. Privacy Policy, User Agreement, and Terms of Service**

Our Privacy Policy and Rental Agreement are included in Appendices E and F. These documents can be found on our smartphone app (screenshot provided in Section M) and on our website (screenshot below).



**L. Images and Description of Powered Scooter**

The Wheels adaptive scooter is a seated device, powered by an electric motor of less than 750 watts. The device includes an always-on at night headlight and taillight, a stop light, a rear reflector, a horn, front and rear brakes, a speedometer, and GPS equipment that can report its location at any time. Every device is equipped with the Wheels logo, our contact information, and a unique unit number prominently displayed to users.

Below are images of our standard and extended floorboard models, and a rendering of our device specs. Images of patent-pending helmet dispenser can be found in Section E.



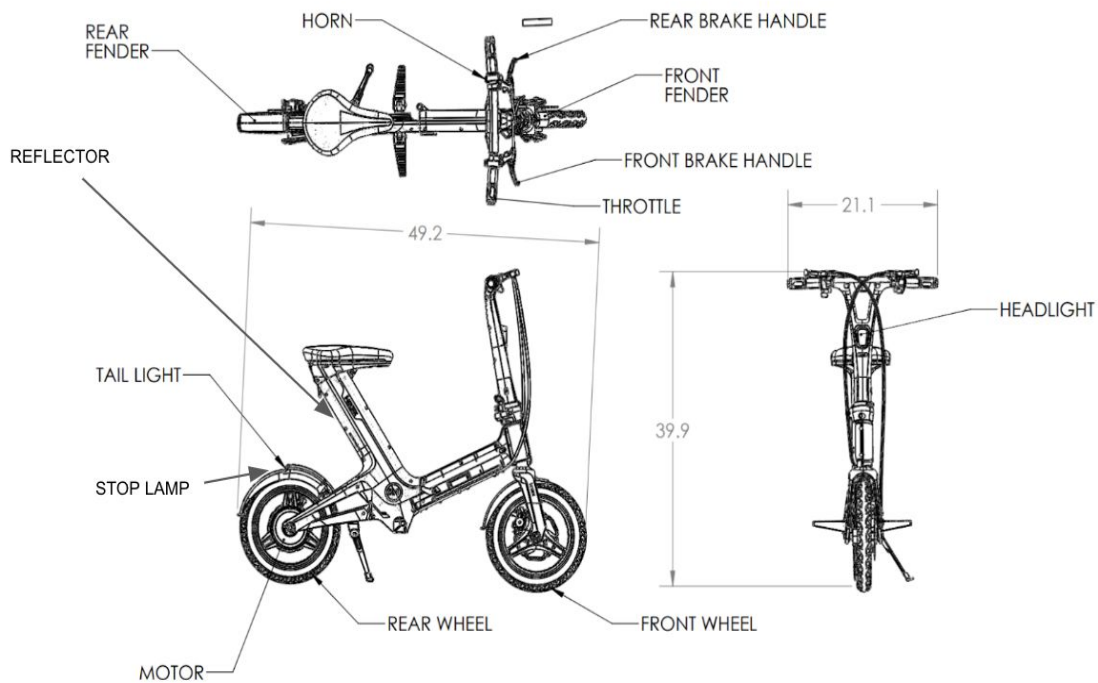
Extended Floorboard Model



Standard Model



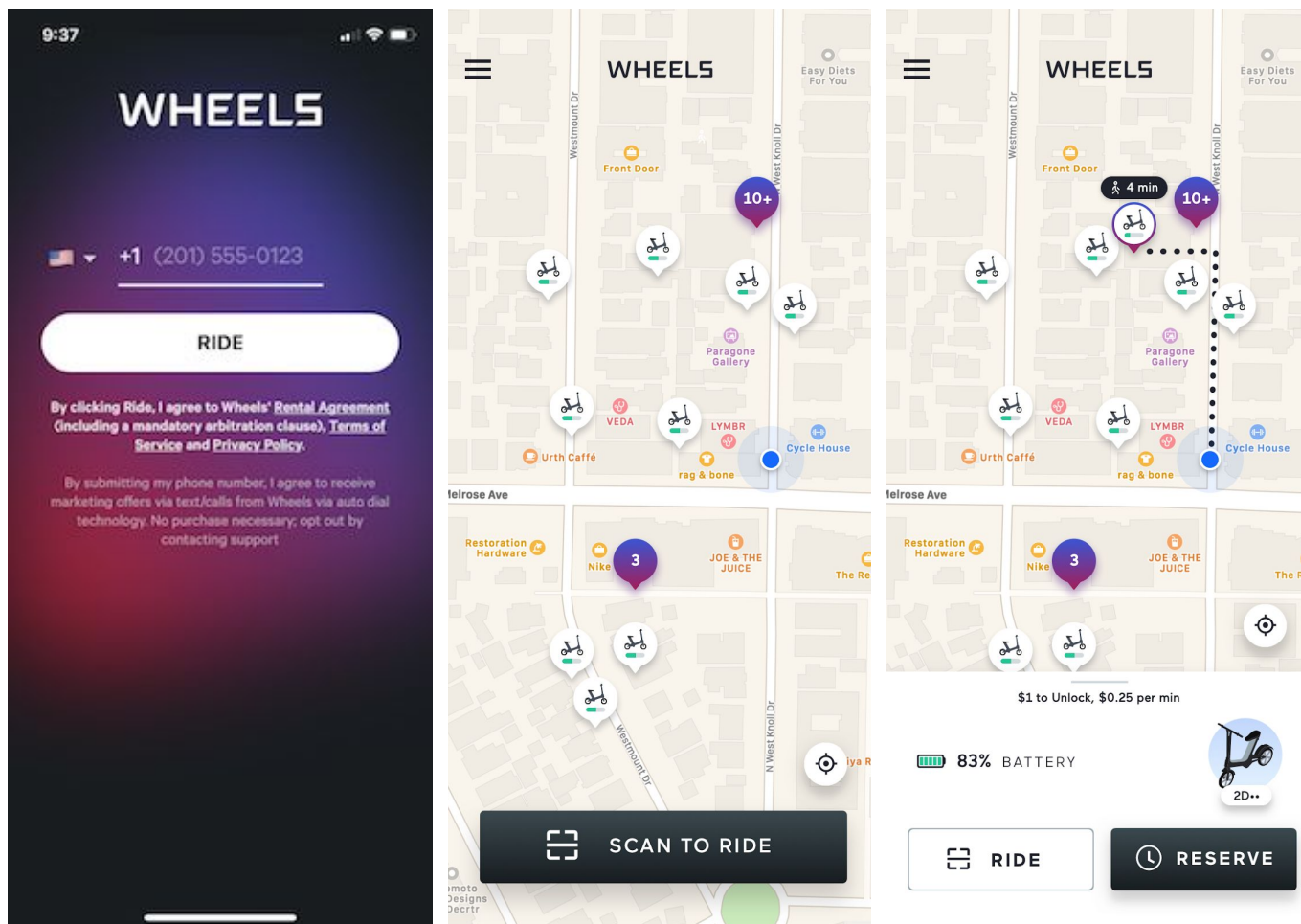
Device Specs





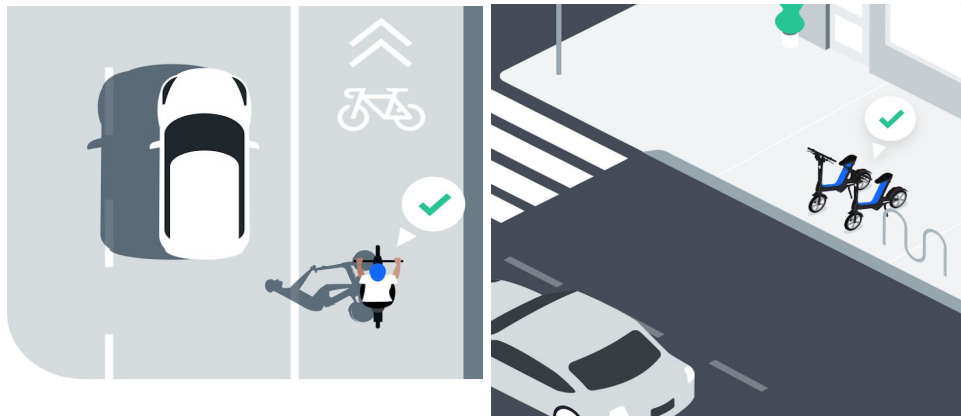
## M. Images and Description of Mobile Application

The Wheels mobile application is designed for ease of use. Through our mobile application, users are able to sign up for an account and assign a payment method, locate available devices and rebalancing locations, reserve a device, scan and unlock a device, check pricing before taking a trip, read safety and parking requirements, report issues with a device, and visit the in-app and online FAQ. Prior to registering, app users can access Wheels' Rental Agreement, Terms of Service, and Privacy Policy.



Through the use of in-app screens, we educate our riders about local laws and regulations, riding best practices, and the importance of not blocking public pathways or impeding access to entranceways, curbs, ramps, or public transit stops when parking our devices. Our in-app education screens will be programmed to display to users the City's 5-6 word summaries of parking and riding rules and display authorized parking zones and bicycle racks for proper parking. In order to end their trip, users are required to take a picture of their parked device to ensure proper parking procedures are followed, which is submitted to the Wheels team for review.





### Ride in bike lanes

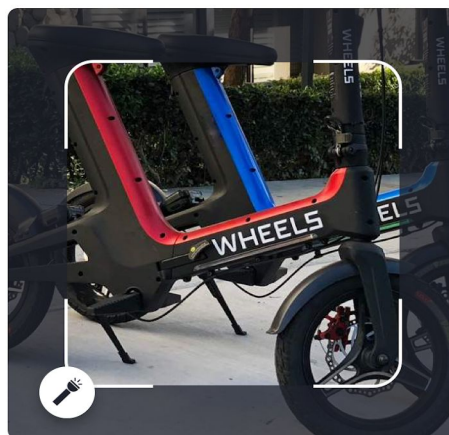
Don't ride on sidewalks. It's unsafe for you and pedestrians. Obey the traffic rules and ride in the street with bicyclists.

### How to park your bike properly

- 1 Park on the sidewalk near a curb or bike rack
- 2 Don't block public walkways, ramps, crosswalks, or bus stops
- 3 Don't park in a garage, building, home, or gated community
- 4 Step back and take a clear picture of the entire bike



**GOT IT**



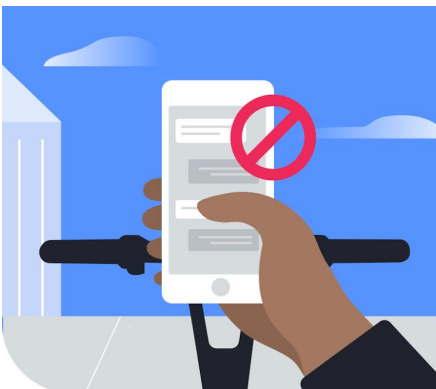
Check the steps below to confirm you've parked properly

COMPLETE  
3/3

- ✓ Parked on the sidewalk
- ✓ Not parked in a garage, building, home, or gated community
- ✓ Entire bike is in the bounding box

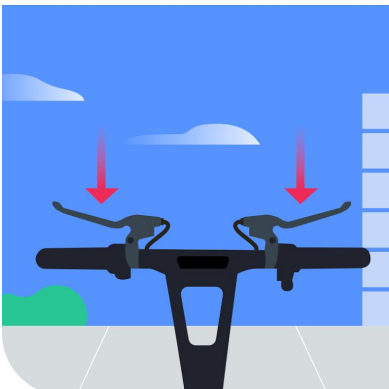
 **TAKE PHOTO**

Improper parking will result in a \$5 fee



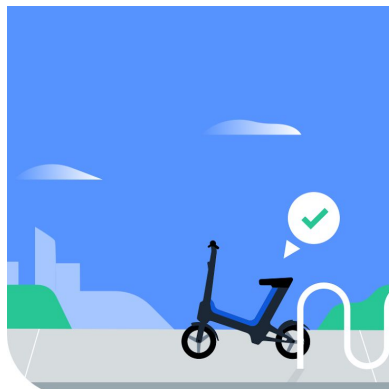
**Do not use your phone while riding**

Using your phone while riding is dangerous for pedestrians, drivers, and yourself.



**Brakes**

Squeeze both brakes on the handlebars to safely slow down.



**Park it**

Don't block the public pathways. Park your Wheels by bike racks when possible or near the curb.



**N. Proof of Insurance**

Please see attached Certificate of Insurance included in Appendix B. Wheels intends to obtain any insurance requirements of the program not included in Appendix B in advance of being issued a permit.



### III. APPENDIX A

<b>PERMIT REQUIREMENTS CHECKLIST</b>	<b>WHEELS RESPONSE</b>	<b>COMPLIANCE</b>
Application fee of \$5,132 made out to San Francisco Municipal Transportation Agency due at the time of application.	Wheels Agrees.	Wheels Will Comply.
Signed Application cover sheet (1 copy mailed or delivered to SFMTA, searchable PDF sent by email)	Wheels Agrees.	Wheels Will Comply.
2 hard copies of the Application materials mailed or delivered to the SFMTA offices, PDF sent by email, data sharing endpoint address sent by email.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
<b>APPLICATION MATERIALS</b>		
<b>A. Device Standards and Safety Assurances</b>		
Proof of UL 2271 and 2272 battery certifications from the manufacturer.	Wheels is currently undergoing certification.	Wheels will comply unless another suitable certification is accepted by the SFMTA as



		satisfying this requirement.
<p>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:</p> <p>a) Brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.</p> <p>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.</p> <p>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.</p> <p>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.</p>	Completed.	Attached in Appendix C.
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.	Included.	See Section A.
<b>B. Sample Scooters</b>		
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	Wheels Agrees.	Wheels Will Comply.



inspection. Sample scooters must comply with all device requirements in Appendix A.		
<b>C. Pricing Structure (Max 2 Pages)</b>		
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.	Included.	See Section C.
Strategy for achieving the goal of one low-income plan member for every five scooters authorized.	Included.	See Section C.
Proposed rates, including any membership plans.	Included.	See Section C.
Cash payment options.	Included.	See Section C.
Plan for offering service to users without a smartphone.	Included.	See Section C.
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.	Included.	See Section C.
Billing and customer service business rules for lost scooters.	Included.	See Appendix F.
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.	Included.	See Section C.
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	Included.	See Section C.



<p>example) will receive higher marks in the application review.</p>		
<p><b>D. Operations Plan (Max 5 Pages)</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply. See Section D for Details.</p>
<p>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</p>	<p>Included.</p>	<p>See Section D.</p>



<p>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.</p>		
<p>Hours of operation.</p>	<p>Included.</p>	<p>See Section D.</p>
<p>Storage of scooters during non-operational hours.</p>	<p>N/A</p>	<p>N/A</p>
<p>Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements.</p>	<p>Included.</p>	<p>See Section D.</p>
<p>Service to neighborhoods without existing powered scooter share service.</p>	<p>Included.</p>	<p>See Section D.</p>
<p>Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements.</p>	<p>Included.</p>	<p>See Section D.</p>
<p>Proposed methods for avoiding over-crowding of scooters in high-demand area(s).</p>	<p>Included.</p>	<p>See Section D.</p>
<p>Adaptive Scooter Pilot Plan; (Note: this will not count towards Section D page limit)</p>	<p>Included.</p>	<p>See Section D.</p>
<p>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.</p>	<p>Included.</p>	<p>See Sections F and G.</p>
<p>Plan for proper scooter parking based on submittal under Section E of the application.</p>	<p>Included.</p>	<p>See Section D and E.</p>
<p>Proposed fleet size at launch.</p>	<p>Included.</p>	<p>See Section D.</p>



Describe your commitments to modifying your operations in response to a major transit issue (e.g. Muni tunnel shutdown)	Included.	See Section D.
<b>E. Plan for Safe Scooter Riding &amp; Parking (Max 4 Pages)</b>		
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.	Included.	See Section E.
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.	Included.	See Sections E and M.
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.	Included.	See Section E.
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.	Included.	See Section 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.	Included.	See Section E.





Describe your safety complaint investigation and resolution process.	Included.	See Section E.
Describe what additional measures you will phase in if your initial approach does not achieve desired levels of compliance.	Included.	See Section E.
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.	Included.	See Section E.
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.	Included.	See Section E.
Describe commitments to ensure that users wear a helmet while riding, including device innovations that make a helmet available as part of each rental.	Included.	See Section E.
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.	Included.	See Section E.
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.	Included.	See Sections D, E, and F.
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.	Included.	See Section E.



<p><b>F. Recharging, Maintenance, Cleaning, and Sustainability Plan (Max 3 Pages)</b></p>		
<p>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.</p>	<p>Included.</p>	<p>See Section F.</p>
<p>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.</p>	<p>Included.</p>	<p>See Section E, F, and G.</p>
<p>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.</p>	<p>Included.</p>	<p>See Section F.</p>
<p>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.</p> <p>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.</p>	<p>Included.</p>	<p>See Section F.</p>
<p>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:</p> <ul style="list-style-type: none"> <li>a) Two distinct phases: <ul style="list-style-type: none"> <li>i) Inventory Analysis</li> <li>ii) Impact Assessment</li> </ul> </li> </ul>	<p>Wheels Agrees.</p>	<p>Wheels will comply and submit an LCA within 6 months of permit issuance.</p>



<p>b) Life expectancy of component parts, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>i) Deck</li> <li>ii) Wheels</li> <li>iii) Motor</li> <li>iv) Battery</li> </ul>		
<p>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.</p>	<p>Included.</p>	<p>See Section F.</p>
<p>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.</p>	<p>Included.</p>	<p>See Section F.</p>
<p>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.</p>	<p>Included.</p>	<p>See Section F.</p>
<p>Describe your commitments to ensure scooters do not defoul 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.</p>	<p>Included.</p>	<p>See Section F.</p>
<p>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</p>	<p>Included.</p>	<p>See Section F.</p>



they are unavailable due to needing recharging or other maintenance.		
<b>G. Hiring and Labor Plan (Max 3 Pages)</b>		
Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your Powered Scooter Share program.	Included.	See Section G.
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.	Included.	See Section G.
Describe how permittee’s hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages.	Included.	See Section G.
Describe how permittee will be transparent with any contractors in regards to hourly rate and net of job related expenses.	Included.	See Section G.
Describe the skills and training procedures for staff and contractors.	Included.	See Section G.
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.	Included.	See Section G.
<b>H. Community Engagement Plan (Max 6 Pages)</b>		
Provide a plan that complies with the accompanying SFMTA’s Powered Scooter Share Program Community Engagement Guidelines and Requirements (Appendix 3).	Included.	See Section H.



Please refer to the Appendix 3 for required components.		
<b>I. Data Sharing Endpoint</b>		
Email the internet address for your data-sharing end point to <a href="mailto:scootershare@sfmta.com">scootershare@sfmta.com</a> . This end point will be used to verify that all data-sharing protocols are in place prior to permitting.	Wheels Agrees.	Wheels Will Comply.
<b>J. Experience and Qualifications (Max 2 Pages)</b>		
Describe your qualifications to operate a Powered Scooter Share program.	Included.	See Section J.
<p>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):</p> <ul style="list-style-type: none"> <li>a) Dates when you operated a shared scooter service.</li> <li>b) If required, did you have a permit to operate?</li> <li>c) If you had a permit to operate, in what time period did you deploy your permitted number of devices?</li> <li>d) What was the average daily active fleet size in your first six months of operation?</li> <li>e) How many total trips were provided during the first six months of operation?</li> <li>f) How long have you operated?</li> <li>g) Did you pay applicable permit fees on time?</li> <li>h) If you received any citations from local authorities, how many did you receive, and did you pay them on time?</li> <li>i) Has your service ever been suspended? If so, why?</li> </ul>	Included.	See Section J.



<p>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.</p>		
<p><b>K. Privacy Policy, User Agreements, and Terms of Service</b></p>		
<p>Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.</p>	<p>Included.</p>	<p>See Appendices E and F.</p>
<p>Provide screenshots of all locations where these provisions would be shared with customers, including the method for obtaining user acknowledgement/agreement.</p>	<p>Included.</p>	<p>See Section M.</p>
<p><b>L. Images and Description of Powered Scooter (Max 1 Page)</b></p>		
<p>Provide images and description of powered scooter.</p>	<p>Included.</p>	<p>See Section L.</p>
<p><b>M. Images and Description of Mobile Application (Max 4 Pages)</b></p>		
<p>Provide images and description of mobile application.</p>	<p>Included.</p>	<p>See Section M.</p>
<p><b>N. Proof of Insurance</b></p>		
<p>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</p>	<p>Included.</p>	<p>See Appendix D.</p>



City as an additional insured before issuing a permit to accepted applicants.		
<b>GENERAL REQUIREMENTS</b>		
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
The SFMTA will monitor permittees’ compliance with the permit Terms & Conditions and reserves the right to revoke a	Wheels Agrees.	Wheels Will Comply.



<p>permit if one or more of these Terms &amp; 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.</p>		
<p><b>PROGRAM REQUIREMENTS</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>





<p>During the term of the permit, the permittee shall offer to its customers not less than one safety training class every quarter.</p>	Wheels Agrees.	Wheels Will Comply.
<p>Permittee shall provide the SFMTA with a contact name and phone number for staff that are responsible for rebalancing scooters.</p>	Wheels Agrees.	Wheels Will Comply.
<p>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.</p>	Wheels Agrees.	Wheels Will Comply.
<p>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.</p>	Wheels Agrees.	Wheels Will Comply.
<p>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.</p>	Wheels Agrees.	Wheels Will Comply.
<p><b>OPERATING REQUIREMENTS</b></p>		
<p>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.</p>	Wheels Agrees.	Wheels Will Comply.



<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p><b>EQUITABLE SERVICE REQUIREMENTS</b></p>		
<p>Permittee will make outreach materials available in languages determined by the SFMTA.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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&amp;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</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



easy to use. Permittee’s plan shall be submitted to the SFMTA for approval.		
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.	Wheels Agrees.	Wheels Will Comply.
<b>DISTRIBUTION OF SCOOTERS</b>		
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
Adaptive Scooter Plan: Permittee shall provide the SFMTA with an Adaptive Scooter Pilot Plan that describes Permittee's commitment to	Wheels Agrees.	Wheels Will Comply.



<p>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.</p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>During deployment and rebalancing, employees and contractors of the Permittee shall obey the following Operating Guidelines:</p> <ul style="list-style-type: none"> <li>a. Muni priority: Muni buses shall be given priority at and approaching or departing transit stops;</li> <li>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;</li> <li>c. Red zones: Vehicles operated by Permittee shall not stop or stand in Muni stop “red zones”;</li> <li>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;</li> <li>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</li> </ul>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



<p>shall not load or unload scooters in a vehicle or bicycle lane, or in a manner that impedes travel in these lanes;</p> <p>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.</p>		
<p><b>RESPONSIVENESS REQUIREMENTS</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



to SFMTA for approval prior to permit issuance.		
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.	Wheels Agrees.	Wheels Will Comply.
Permittee shall relocate or rebalance scooters within two hours of an SFMTA request.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
<b>DEVICE REQUIREMENTS</b>		
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	Wheels Agrees.	Wheels Will Comply.



the Powered Scooter Share Operator and a unique identifier is prominently displayed on the Powered Shared Scooter.		
All Powered Shared Scooters shall employ tamper-resistant security hardware.	Wheels Agrees.	Wheels Will Comply.
All Powered Shared Scooters shall accommodate a range of users. Operator must pilot Adaptive Scooters for persons with disabilities.	Wheels Agrees.	Wheels Will Comply.
All Powered Shared Scooters shall meet the requirements set forth in California Vehicle Code §21223.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
The name and current contact information for the Powered Scooter Share Operator shall be visibly displayed on all Powered Shared Scooters.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
<b>SAFE RIDING AND STORAGE OF SCOOTERS</b>		
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	Wheels Agrees.	Wheels Will Comply.



providing notification about key laws governing operation on each scooter.		
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.	Wheels Agrees.	Wheels Will Comply.
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.	Wheels Agrees.	Wheels Will Comply.
<b>ENDOWMENT AND FEES</b>		
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.	Wheels Agrees.	Wheels Will Comply.
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,	Wheels Agrees.	Wheels Will Comply.





<p>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.</p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p><b>DATA SHARING REQUIREMENTS</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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:</p> <ul style="list-style-type: none"> <li>a. Permittee shall provide the required data feed as described in the Data Reporting Guidelines and Requirements (Appendix 4).</li> <li>b. Permittee shall implement changes to the required data feed within 45 days of SFMTA providing written notice and an update to Appendix 4.</li> </ul>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



<p>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.</p> <p>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.</p> <p>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.</p>		
<p>The SFMTA is permitted to use Permittee's API and display aggregated data.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>Permittee shall track and report the following metrics monthly to the SFMTA as specified in the Powered Scooter Share Sustainability Guidelines and Requirements:</p> <p>a. Vehicle Miles Traveled (VMT) for operations vehicles performing cleaning, maintenance, repair, recharging and rebalancing tasks;</p> <p>b. Source of electricity used to recharge scooters, and/or the location(s) where charging occurs;</p> <p>c. A fleet-wide average number of kilowatt hours per mile per scooter; and</p> <p>d. The number of batteries disposed and location of disposal.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>Permittee shall keep a record of maintenance activities, including but not limited to the</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



<p>scooter identification number and maintenance performed, as specified by the SFMTA. These records shall be sent to the SFMTA on a monthly basis.</p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p style="text-align: center;"><b>PRIVACY POLICY</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>Permittee must provide customers the opportunity to explicitly assent to any privacy</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



<p>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.</p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



<p>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.</p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p><b>PERMIT REVOCATION</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>



<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p><b>COMPLIANCE WITH APPLICABLE LAW</b></p>		



<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p><b>PAYMENT OF FEES</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p><b>REMOVAL OF IMPROPERLY PARKED SCOOTERS</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>
<p><b>PERMIT JURISDICTION</b></p>		
<p>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.</p>	<p>Wheels Agrees.</p>	<p>Wheels Will Comply.</p>