



2021 SFMTA Powered Scooter Share Program Permit Application

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

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

Applicant Information

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

Application Agreement

<p>By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator under penalty of perjury that all the information provided is true and accurate; and that if issued a permit, the applicant agrees:</p> <ul style="list-style-type: none"> to comply with the Permit Requirements in Appendix A, without change to its terms and conditions, and any other requirements of the Powered Scooter Share Program Permit as issued; and that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed. 	
Name of Applicant	
Authorized Signature	
Printed Name, Title and Date	

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Submission Instructions

The SFMTA only will consider completed applications submitted from March 4th, 2021 through March 31st, 2021. Applications received after March 31st, 2021 at 5:00 PM PDT will not be considered. By submitting an application, applicants acknowledge that they have read, understand, and agree, if selected, to the Permit Requirements in Appendix A, without changes to its terms and conditions. A completed application must include the following components, which demonstrate an applicant's ability to comply with all corresponding Program Requirements set forth in Appendix A:

ACH payment of \$5,394

Wiring Instructions

To have funds electronically transferred to the City and County of San Francisco's account either through the **Federal Wire System or ACH**, the following wiring instructions should be provided to your partnering bank:

Banking Institution: Bank of America
Address: 555 Capitol Mall, Suite 765
Sacramento, CA 95814
Branch Locator #148

FedWire Bank ABA: 026-009-593
ACH Bank ABA 121-000-358
SWIFT code: BOFAUS3N

Bank Account No. 14997-21889
For the Credit of: MTA-2021 Powered Scooter Share Program -"your company name"

If you have any questions on the bank account information, feel free to contact us at 415-554-4509, 415-554-5205, or send an email to TTX.Bankwires@sfgov.org.

NOTE: For all payment remittance you must do the following:

- Email all payment remittance information to Michael.Huo@sfmta.com and scootershare@sfmta.com
- In the subject line: your company name
- In the body of the email include that you are paying for the 2021 Powered Scooter Share Program Permit Application of \$5,394
 - This non-refundable application fee covers the cost to evaluate the application

Application with Signed Cover Sheet

- Application Materials Due Electronically by the March 31, 2021 5 p.m. Deadline:
 - Searchable application PDF, with signed cover sheet, sent by email to scootershare@sfmta.com with the subject: "2021 Powered Scooter Share Program Permit Application"
 - Data sharing endpoint address sent by email
- Wet Signature Cover Sheet/Sample Scooter In-Person Delivery Due April 1st, 2021*
 - Signed Application Cover Sheet with original wet signature delivered in person
 - Sample Scooters delivered in person

*Note: The SFMTA will coordinate with applicants to arrange drop-off of sample scooters and original signed application cover sheets. The sample scooters and application cover sheet shall be delivered on Thursday, April 1st. **Applicants must email scootershare@sfmta.com by 5 p.m. on Monday, March 22nd, indicating their interest in delivering the application cover sheet (with original wet signature) and sample scooters in person on April 1st** (please use the email subject: "Permit Application Cover Sheet and Sample Scooter Delivery" and include your company's name in the body of the email). The SFMTA will then contact applicants to assign a 30-minute timeslot for delivery and to provide further delivery instructions.

Email: scootershare@sfmta.com

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

Question and Answer Session

The SFMTA will hold a Question and Answer Session on Friday, March 12th, 2-3 PM, through a virtual meeting. Questions must be submitted in writing no later than 12 PM on Tuesday, March 9th to scootershare@sfmta.com. Please RSVP for all attendees by sending a list of attendee emails to scootershare@sfmta.com; a remote meeting invitation will be sent to these addresses. Only clarifying questions will be allowed during the session. All questions and answers will be posted online and distributed to the attendees following the session. No other questions will be considered after this session.

Permit Costs

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

1. A non-refundable permit application fee of \$5,394, due at the time of application. This covers the cost of staff time to review applications and no application will be considered complete until this payment is remitted. See instructions on prior page.
2. If selected, a separate annual permit fee of \$38,340 due prior to permit issuance to recover costs associated with administering the Powered Scooter Share Program.
3. If selected, a fee of \$200 to SFMTA for every two Powered Shared Scooters permitted to cover the cost of procurement and installation of one standard SFMTA bicycle rack.

Application Materials

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

Note that items indicated in **bold** will be scored on a pass/fail basis in the Initial Screening process, as described in the Scoring Section. Applications must clearly demonstrate compliance by providing the information requested in bold. These items will not be scored during the Initial Screening process; it is simply a pass/fail determination. An application that fails to meet these minimum qualifications and other Initial Screening requirements will not be eligible for consideration in the Evaluation Process described in the Scoring Section below. Applications that do not clearly demonstrate compliance with these items may be rejected by the City without

further consideration. The SFMTA reserves the right to request clarification from an applicant who fails to meet any these requirements in bold prior to rejecting such an application for failure to demonstrate compliance.

In addition to the items in bold, applicants must answer all other questions in the application. If a question is not applicable, state N/A. If an applicant passes the Initial Screening, only items listed in the Evaluation Scoresheet, Section 2, will be scored.

Page limits for each section refer to each individual printed side of a page (i.e., a double-sided page will be counted as 2 pages), no less than 11 point font. Information provided beyond the stated page limit, including appendices, will not be considered.

In accordance with the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67), and as stated in the Application Agreement above, applicant agrees that the submitted application and all supporting documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed.

A. Device Standards and Safety Assurances

- 1) **Proof of UL 2271 and 2272 battery certifications from the manufacturer.**
- 2) **Test results from a qualified independent lab demonstrating that each model scooter (including any adaptive model(s) to be included in fleet at service launch) put into service meets or exceeds California Vehicle Code § 21223 requirements. These include the following:**
 - a) **Brake that will enable the operator to make a braked wheel skid on dry, level, and clean pavement.**
 - b) **Front light that emits a white light which, while the powered scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the powered scooter.**
 - c) **A red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.**
 - d) **A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.**
- 3) **Ability of the operator to limit speeds of scooters (for example within a certain geographic zone, on a user's first ride, etc.).**
- 4) Describe commitments applicant makes to ensure that devices are safe for operation and what the applicant commits to do if a safety issue with device(s) is discovered, either with a specific device or a fleet-wide issue.
- 5) Describe commitments to encourage that users wear a helmet while riding, including plans to make a helmet available as part of each rental. Higher scores will be given to applicants that propose a means of providing a helmet with every ride (for example, through device designs, partnerships with Community-Based Organizations and/or businesses, etc.).

B. Sample Scooters

- 1) **One sample of each scooter model to be used under this program, including any Adaptive Scooters to be included in the fleet at service launch, for inspection by the SFMTA to verify scooters adhere to the device specifications outlined in this application. (Note: any time a new scooter version is introduced into the fleet, this requirement will need to be met, including any Complementary Adaptive Scooter Plan models.) The samples shall be delivered on Thursday, April 1st. The SFMTA will contact applicants to assign a 30-minute timeslot for delivery and to provide further delivery information per the instructions in the Submission Instructions section. Any additional hardware needed to unlock/test the scooters (e.g. phone with functioning app) should also be provided, along with a hard copy of written instructions on how to operate the app. The SFMTA will return samples to the applicant following inspection. Applicants should expect scooters to be returned within approximately 2 months; SFMTA staff will contact each applicant to schedule a time to collect the scooters. Sample scooters must comply with all device requirements in Appendix A.**

C. Pricing Structure (Maximum of 2 pages)

Detailed description of pricing structure including the following:

- 1) Low-income user plan that waives any applicable scooter deposit and offers a minimum 50% discount off rental fees or unlimited trips under 30 minutes, and a cash payment option, to any user with an income level at or below 200% of the federal poverty guidelines, including details on the enrollment process and mechanics of cash payment.
- 2) Any other discounted customer plans, along with corresponding participant qualification requirements.
- 3) Plan for promoting the low-income user plan, and strategy for achieving the goal of one low-income plan member for every two scooters authorized. Higher scores will be given to applicants that demonstrate a strong commitment to expanding affordable access, for example by promoting low-income plans in-app or upon user sign up.
- 4) Proposed rates, including any membership plans.
- 5) Plan for offering service to users without a smart phone.
- 6) Other pricing incentives or variable rates proposed, including those that address issues such as overconcentration of scooters in certain areas or at certain locations by incentivizing users to re-locate such scooters to less crowded areas.
- 7) Billing and customer service business rules for lost scooters.

D. Operations Plan (Maximum of 6 pages, inclusive of any maps)

The SFMTA intends to issue approximately three permits and authorize each selected permittee to have an initial fleet between approximately 1,000 and 2,500 scooters. The determination of the total permitted citywide fleet size, to be split among the permittees, will be made after the final determination is made on the number of selected permittees at the sole discretion of the Director of Transportation.

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 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.

Within the Operations Plan, applicants must also provide the SFMTA with information that describes the applicant's commitment to include Adaptive Scooters as 5% or more of their permitted fleet available to reserve on-demand. For purposes of this application, "Adaptive Scooter" is defined as a Powered Scooter that is adapted to expand access to people with various physical disabilities by including two or more of the following features: 1) three wheels; 2) seat; 3) basket. Adaptive Scooters must fit within the standard footprint of a bike rack. Unless otherwise specified in the application or Appendix A, all device requirements, specifications, and legal requirements apply to Adaptive Scooters.

Each applicant's Operations Plan must include the following details. In each section, applicants should describe how Adaptive Scooters will be incorporated into all aspects of operations to ensure consistent service expectations regardless of device type.

- 1) Hours of operation. Higher scores will be given to applicants that propose a larger number of operating hours that scooters are available.
- 2) Describe the Adaptive Scooter device type the applicant proposes to use and what percentage of the fleet applicant commits to including as part of its total fleet. 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 into the selection and/or development.
- 3) Storage location(s) (including address(es)) of scooters during non-operational hours.
- 4) Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements.
- 5) Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements.
- 6) Describe procedures you commit to following for responding to an identified problem of consistent over-concentration of scooters at a specific location or in a high-demand area (e.g. where the number of scooters exceeds available parking). Higher scores will be given to applicants that commit to methods to respond to this issue, such as staffed scooter valet services at high-demand locations like transit stations, Fisherman's Wharf, etc., as well as to other proposed methods that the SFMTA concludes will address this issue.
- 7) Describe your experience providing service during the COVID-19 Pandemic in San Francisco or other cities and how you commit to contributing to San Francisco's [Transportation Recovery Plan](#).
- 8) Describe applicant's ability and timeline to support the Mobility Data Specification (MDS) version 1.0 and, when adopted, 1.1. Additionally, describe your company's ability and timeline to implement the [Reports endpoint under the Provider API in v1.1 of MDS](#), including the addition of adaptive scooters as a special group type.

The highest scores will be given to applicants that:

- a) commit to supporting version 1.0
- b) propose the shortest implementation timeline for version 1.0
- c) commit to supporting version 1.1

- d) propose the shortest implementation timeline for version 1.1
- e) commit to implementing the Reports endpoint in version 1.1, including the addition of adaptive scooters as a special_group_type

Proportionally lower scores will be given cumulatively to applicants for not meeting (a), (c), and/or (e), and/or for proposing longer implementation timelines for (b) and/or (d). The lowest scores will be given to applicants that do not commit to (a) and (c).

E. Complementary Adaptive Scooter Plan (Optional, maximum of two pages including graphics)

This section is optional. Additional points will discretionarily be awarded to applicants who describe and commit to Complementary Adaptive Scooter Plans to increase accessible options for people with disabilities, including but not limited to: 1) testing additional adaptive device types that meet the definition of a Powered Scooter, but may not meet the other required features of an Adaptive Scooter noted in the definition in Section D above; 2) pre-scheduled drop-off and pick-up service for adaptive scooter users; 3) community hubs for renting or testing all device types; and, 4) other community partnerships and programs. Please note that responses for this Section E, Complementary Adaptive Scooter Plan, are distinct from the mandatory Adaptive Scooter requirements in Section D and will be scored separately.

Each applicant's Complementary Adaptive Scooter Plan should include the following details, at a minimum:

- 1) Proposed adaptive device type(s).
- 2) Proposed adaptive service model(s), including service area, program eligibility, pricing structure, and reservation/request process.
- 3) Description of community engagement on the Complementary Adaptive Scooter Plan conducted to date.
- 4) Plan for continued outreach and marketing of the Complementary Adaptive Scooter Plan during the permit term, if selected, including how the feedback and perspectives of members of the disability community will continuously be incorporated into the Complementary Adaptive Scooter Plan.
- 5) Plan for reporting data and your framework to evaluate the Complementary Adaptive Scooter program during the permit term, including whether data will be reported manually or whether devices will be MDS-enabled. Higher scores will be given to applicants that propose using MDS-enabled devices, and to applicants that explain how they will use ongoing evaluation methods (such as surveys) to improve their Complementary Adaptive Scooter program.

F. Plan for Safe Scooter Riding & Parking (Maximum of 6 pages, inclusive of any images or screenshots)

Describe your approach to ensure user compliance with all applicable laws and regulations. The SFMTA takes compliance with laws and regulations, including those related to sidewalk riding and safe parking, seriously and, if a permit is granted, will require compliance with commitments made in the application, and submitted plans demonstrating the same.

Safe Riding Measures

- 1) Describe all education and training that you commit to implementing to ensure legal operation of all scooters in the permitted fleet and the safety of users while riding and

those around them. Applicants should take special measures that make customers aware that riding on the sidewalk is illegal and unsafe. Higher scores will be given to applicants that propose any of the following: 1) a mandatory video that expressly instructs riders where they can and cannot ride; 2) a pop-up reminder every time a user opens the app that riding on the sidewalk is illegal; and/or 3) commitment to share educational materials on this topic at all outreach community events that the Permittee participates in or sponsors. Higher points will be given cumulatively for each component noted above.

- 2) Describe your plan to limit speeds (for example, on a user's first ride to allow new users to learn to operate devices at a slower speed, in certain geographic areas or locations, or if a user is detected as riding on the sidewalk, etc.).
- 3) Describe how you commit to educate users on how to report a collision or other safety incident to you and appropriate authorities.
 - a) **Commitment to offering users the option to report safety issues, including involvement in a collision, at the end of every ride.**

Safe Parking Measures

- 4) 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.
- 5) Describe any incentive programs you will implement to encourage riders to properly park scooters at bike racks or other locations specified in the SFMTA's Mobility Device Parking Requirements and General Guidelines (Appendix 1), including review of photographic records of proper parking and rewards programs for consistent good parking behavior. Higher scores will be given to applicants that commit to collection and review of photographic records of parking at the end of each ride, and also to those that commit to rewards programs for consistent good parking behavior.
- 6) 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.
- 7) Describe your plan to display bike rack locations in app. Higher scores will be given to applicants that propose plans which utilize and build upon SFMTA's publicly-available bike parking data, including through methods such as crowdsourcing rack locations. Crowdsourcing could include allowing users to submit photos and locations of bike racks to the permittee for inclusion in the app.

Accountability Measures

- 8) Describe rider accountability measures you commit to implementing and how you commit to monitoring compliance with applicable laws and regulations, such as those prohibiting riding on the sidewalk or proper parking, including any technology innovations that allow monitoring, and what commitments you make to address noncompliant users.
 - a) **Please submit an escalating penalty structure you commit to implement to hold riders accountable for repeated improper, unsafe and/or illegal parking or riding behavior that is observed by or reported to the permittee. Note that this penalty structure must address both parking and riding behavior. For example, a user's first offense could be parking-related, while the second offense could be riding-related.**
 - b) Describe how your escalating penalty structure will hold riders accountable specifically for unsafe and/or illegal riding behavior. Higher scores will be given to applicants who

- propose escalating consequences for repeat offenders (for example warnings for first offenses, fines for second offenses, and suspensions for third offenses).
- c) Describe how your escalating penalty structure will hold riders accountable specifically for improper parking. Higher scores will be given to applicants who propose escalating consequences for repeat offenders (for example warnings for first offenses, fines for second offenses, and suspensions for third offenses).
 - 9) Describe your investigation and resolution process regarding complaints about improper, unsafe, or illegal riding/parking behavior.
 - 10) Describe any additional scooter modifications, notification systems, infrastructure, etc. not otherwise mentioned in this application that further ensures safe scooter riding and/or parking.
 - 11) Describe procedures for noncustomers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with how you commit to respond to and log these complaints in the shared complaints database as required in Appendix A #27. Selected permittees will be required to share complaints and comments in the database within 1 week of receipt, and share the resolutions for each complaint in the database within 2 weeks of receipt of the complaint or comment.
 - 12) Describe your commitment(s) to ensure customers have a valid driver's license, including how you will address issues such as riders under the minimum legal age operating scooters. Higher scores will be given to applicants that provide examples of successful implementation of such strategies in San Francisco and/or other cities.

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

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

- 1) Describe how scooters will be recharged.
 - a) Describe the location(s)/building(s) and specific room(s) where the scooter will be charged, including addresses and power sources. For each location, answer the following:
 - i) Will the room require any modifications to the electrical outlets or system?
 - ii) How many scooters will be charged in this space at one time?
 - iii) Is the space sprinklered?
 - iv) Does the space have smoke detection connected to a fire alarm system?
 - b) Describe how your staff, including company employees, staff from staffing agencies, and/or independent contractors, will know when a scooter needs to be recharged. Describe any information and training you will provide to any staff and/or contractors handling recharging concerning safe charging practices.
 - c) Describe how you will educate and train all staff handling recharging, including employees, staff from staffing agencies, and/or independent contractors, on how to

- safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance.
- d) 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.
 - e) Describe how you will document and report to the SFMTA on new non-revenue vehicle miles traveled (VMT), and the number and length of trips generated by collecting, redistributing, and charging activities.
 - i) When reporting non-revenue VMT and trips generated to support program operations, how does the applicant plan to provide the SFMTA with this data by vehicle type and/or average fuel efficiency? Refer to the Sustainability Guidelines and Requirements.
- 2) Provide a complete Life-Cycle Analysis (LCA) of all scooter model(s), including adaptive models, to be deployed, or describe how you plan to conduct and share a life-cycle analysis with the SFMTA within 3 months of permit issuance. Your LCA should include the following:
- a) Two distinct phases:
 - i) Inventory Analysis
 - ii) Impact Assessment
 - b) Life expectancy of component parts, including but not limited to the following:
 - i) Deck
 - ii) Wheels
 - iii) Motor
 - iv) Battery
- 3) Describe the applicant's approach to maintenance, cleaning, repair of scooters, safety check protocols, and minimum standards for repair and cleaning, including COVID-19-specific cleaning measures. Include how you will train staff, including employees, staff from staffing agencies, and/or independent contractors, to execute applicant's approach.
- 4) Describe procedures for customers to notify the company that there is a safety or maintenance issue with a scooter, and procedures for removing that scooter from service until it is inspected. See *also*: A.3.
- 5) Describe how you will comply with the City's Zero Waste and Producer Responsibility policies, including taking responsibility for the scooters throughout their life cycles by properly managing hazardous components including batteries, storage of defective/old batteries, reducing the need for new scooters through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts, consistent with the Sustainability Guidelines and Requirements.
- 6) Describe your commitments to ensure scooters do not defile the environment. This includes, but is not limited to, your commitments to respond to reports that scooters are found in the bay or another body of water.

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

- 1) **Describe your staffing plan, including staff who are employees, staff from staffing agencies and/or independent contractors, for operation and maintenance of your Powered Scooter Share program.**

- 2) Describe employment types, whether independent contractors, staffing agency staff, or employees, for staff responsible for operation and maintenance of your Powered Scooter Share program as described in H1. If staffing agencies and independent contractors are included in the plan, provide the name of the staffing agencies you use or plan to use to hire these types of staff. The highest scores will be given to applicants that commit to employing only company-hired employees. Scores for applicants that use a mix of types of staff, including employees, staff from staffing agencies, and/or independent contractors will be proportionate to the percentage of each type of staff in the plan based on the following: higher scores will be given to applicants that plan to utilize a higher percentage of employees, the next highest scores will be given to the plans with a higher percentage of staffing agencies staff, and lower scores will be given based on the higher percentage of independent contractors in the plan.
 - a) If field/operations staff will be compensated using a means other than hourly wage or salary, describe the incentive structure you will implement for staff who will charge scooters and/or perform other operations duties.
- 3) Describe how applicant's hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages. Higher scores will be given to applicants that commit to utilizing the City's First Source Hiring Program, and coordinating with other Community-Based Organization hiring programs as appropriate, in order to encourage direct employment of qualified and economically disadvantaged San Franciscans through the City's numerous community workforce partners. Applicants also are encouraged to participate in City sponsored programs, such as CityDrive.
- 4) Describe how applicant will be transparent with any contractors regarding hourly rate and net of job-related expenses.
- 5) Describe the skills and training procedures for field/operations staff and contractors.
- 6) Provide a labor harmony plan including the means by which labor and labor harmony has been considered in your operations, specifically as it relates to consistent distribution, operations, and maintenance (including steps taken to avoid potential service disruptions), and information regarding employee work hours, working conditions, and wages.

I. Community Engagement Plan (Maximum of 6 pages)

Provide a plan that complies with the accompanying Community Engagement Guidelines and Requirements (Appendix 3), and specifically include the following components, which are described in Appendix 3:

- 1) **Commitment to Mobility Justice Goals**
- 2) **Multilingual services**
- 3) A communications strategy for service changes
- 4) Online community feedback forum
- 5) Disability community outreach and engagement strategy for the overall program
- 6) Outreach strategy for stakeholders beyond current users or the target market
- 7) **Commitment to an annotated record of community engagement**
- 8) **Outreach staffing plan that adheres to the requirements in Appendix 3**
- 9) Cultural sensitivity

- 10) Inclusive partnerships and detailed programs, including but not limited to, Local Hiring, Community-Based Organizations and affordable housing developers as described in Appendix 3
 - a. For local hiring
 - b. To work with Community-Based Organizations and affordable housing developers
 - c. To offer scooter safety courses
 - d. To offer culture and arts opportunities
 - e. For local small business promotional opportunities

Refer to Appendix 3 for details regarding the requirements of these components.

J. Experience and Qualifications (Maximum of 2 pages)

- 1) Is the applicant a subsidiary of a third party or does a third party own or control at least 50% of the applicant's business? If yes, state the name and address of the third party. If no, state N/A.
- 2) **Provide a list of cities, including San Francisco and/or similarly dense, urban North American cities, where you have operated a shared scooter service with at least 500 permitted scooters (list at least 3 and no more than 10 cities).**
- 3) Describe how you complied with applicable laws and share the following for each city listed in J2 (if you are a wholly-owned subsidiary, include experience of your parent company, as applicable). Note that applicants who are found to have misrepresented any of this information will be disqualified from consideration for a permit:
 - a) What is the population and population density of the city? Higher scores will be given to applicants that list more cities with a population of at least 75,000 and a population density of at least 10,000 people per square mile.
 - b) Dates when you operated a shared scooter service.
 - c) What was the average daily active fleet size in your latest six months of operation? Higher scores will be given to applicants that operated a greater number of fleets of at least 500 scooters, and will increase proportionally with larger deployed fleets.
 - d) How long have you operated with 500 scooters or more? Higher scores will be given to applicants that have operated 500 scooters or more in more cities for longer periods (six months or greater).
 - e) Did you successfully deploy a lock-to system in this market? Higher scores will be given to applicants that have successfully deployed a lock-to system in a greater number of cities.
 - f) Did you pay applicable permit fees on time?
 - g) Describe the five most recent, serious suspensions, penalties, citations and/or warnings you received from a local authority in which you operated, even if the city is not one of the cities listed in J2. Include what the alleged violation was for, when you received it, in which city it was received, and whether or how the alleged violation was resolved. Higher scores will be given proportionally to applicants with a smaller number of serious violations, i.e. less or no suspensions and/or minor violations.
 - h) One reference/point of contact, per city, for the SFMTA to contact to verify the accuracy of this information. If the SFMTA calls to verify information, it will apply the same reference checking criteria to all applicants. Please provide a valid email address and phone number. *Note: As noted in the Application Agreement, by signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator under penalty of perjury that all the information provided is true and accurate.*

K. Data-Sharing End Point

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

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

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

M. Images and Description of Powered Scooters (Maximum of 2 pages, including images)

Provide images and descriptions of powered scooters to be included in fleet at service launch.

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

Provide images and description of mobile application.

O. Proof of Insurance

Attach a certificate of insurance, as well as an endorsement of additional insured, per requirements set forth in Appendix A, Section 4. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit. The SFMTA will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

Scoring

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

Permit Applications will be scored according to the criteria listed in the Evaluation Scoresheet to determine which applicants qualify for a permit. Only items listed in the Evaluation Scoresheet, Section 2, will be scored. While scoring guidance is given for certain questions indicating proposal content that will receive higher scores, this guidance is not intended to be exhaustive; applicants that propose other methods that the SFMTA concludes will address the issue(s) at hand may also receive higher scores. Note that for a given question, if the applicant wishes to refer reviewers to another section of the application, they must refer to the section by question number (e.g. A.1.) and page number in the applicant's application. Information from other sections that is not referenced in this manner will not be considered in that question's score.

To qualify for a permit, applicants must receive an average score of 2 or greater for each application section, except for Section E which is optional. Scored criteria will then be summed for each section.

Each application section will be given the following weight:

A. Device Standards & Safety Assurances	5%
C. Pricing Structure	10%
D. Operations Plan	10%
E. Complementary Adaptive Scooter Plan (Optional)	5%
F. Plan for Safe Scooter Riding & Parking	25%
G. Recharging, Maintenance, Cleaning, and Sustainability Plan	10%
H. Hiring and Labor Plan	15%
I. Community Engagement Plan	10%
J. Experience & Qualifications	10%
Total	100%

Overall application scores will be calculated based on these percentages.

After evaluating an applicant's permit application and determining overall application scores, the SFMTA's Director of Transportation shall either grant the permit as requested, grant the permit with modifications, or deny the permit. For Sections C-I above, selected applicants must submit such plans to SFMTA for review and approval prior to permit issuance. The SFMTA intends to issue approximately three permits and authorize each selected permittee to have an initial fleet between approximately 1,000 and 2,500 scooters. The determination of the total permitted citywide fleet size, to be split among the permittees, will be made after the final determination is made on the number of selected permittees at the sole discretion of the Director of Transportation. This permitted fleet size may be adjusted for each permittee by the SFMTA over the permit term based on metrics set forth in the Distribution Guidelines and Requirements.

The SFMTA will issue permits for an approximately one-year term, beginning from the date of issuance with the option to extend for another year at the discretion of the Director based on compliance with the Permit Terms and Conditions, as well as with certain metrics as determined by the SFMTA. Where the permit is granted with modifications or denied, the Director shall explain the basis for the decision. An applicant whose permit application is denied or granted with modifications shall have the opportunity to request a hearing regarding the Director of Transportation's decision.

Appendices and Related Documents

Appendix A – Permit Requirements

Appendix 1 – Mobility Device Parking Requirements and General Guidelines

Appendix 2 – Additional Powered Scooter Share Parking and Riding Requirements

Appendix 3 – Community Engagement Guidelines and Requirements

Appendix 4 – Data Reporting Guidelines and Requirements

Appendix 5 – Distribution Guidelines and Requirements

Appendix 6 – Sustainability Guidelines and Requirements

Appendix A – Permit Requirements

Permittee agrees to abide by and comply with the Permit, Permit Terms and Conditions and Appendices set forth herein, Permit Application, and the Permittee’s Application submitted on March 31st, 2021, in the operation and administration of Permittee’s Powered Scooter Share Program. The Appendices, which may be updated from time to time, the Permit Application and Permittee’s Application, particularly the plans and proposals submitted in Sections C-I, are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, the Permit, Permit Terms and Conditions, and Appendices, shall control over the Application and the Permittee’s Application. In addition, any changes to the plans submitted in the Permittee’s Application must be submitted in writing to SFMTA for approval. Unless otherwise defined, all capitalized terms in this Permit shall have the same meaning as defined in the Transportation Code, Division II. For purposes of this Permit, “Powered Scooter” or “scooter” both shall refer to Powered Scooters that are part of the Permittee’s Powered Scooter Share Program.

Appendix 1 – Mobility Device Parking Requirements and General Guidelines

Appendix 2 – Additional Powered Scooter Share Parking and Riding Requirements

Appendix 3 – Community Engagement Guidelines and Requirements

Appendix 4 – Data Reporting Guidelines and Requirements

Appendix 5 – Distribution Guidelines and Requirements

Appendix 6 – Sustainability Guidelines and Requirements

General Requirements

1. Possessory Interest. Applicant acknowledges that any Permit issued may create a “possessory interest” for property tax purposes. Generally, a possessory interest is created if the Permit entitles the Permittee to possession, occupancy, or use of City property for private gain or benefit.
2. Permittee shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules and regulations of the City, state, and federal laws in any manner affecting operation under this Permit, including but not limited to the San Francisco Transportation Code, the California Vehicle Code, and local wage requirements, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.
3. Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee, or loss of or damage to property, arising directly or indirectly from the activity authorized by the Permit, including, but not limited to, Permittee’s use of facilities or equipment provided by City or others, and claims brought by customers of Permittee, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Permit, and except where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its sub-permittees or either’s agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and

experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

4. Insurance Requirements.

- a. Required Coverages. Without in any way limiting Permittee's liability pursuant to the Indemnification section of this Permit above, Permittee must maintain in force, during the full term of the Permit, insurance in the following amounts and coverages:
 - i. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - ii. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 - iii. Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
 - iv. Professional liability insurance, applicable to Permittee's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
 - v. Permittee shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.
 - vi. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 1. Name as Additional Insured the City and County of San Francisco and SFMTA, its Officers, Agents, and Employees.
 2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- b. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.
- c. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three years beyond the expiration of this Permit, to the effect that, should occurrences during the contract term give rise to claims made after

- expiration of the Permit, such claims shall be covered by such claims-made policies.
- d. Should any required insurance lapse during the term of this Permit, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Permit, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Permit effective on the date of such lapse of insurance.
 - e. Before commencing any Services, Permittee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.
 - f. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents and subcontractors.
 - g. If Permittee will use any subcontractor(s) to provide Services, Permittee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Permittee as additional insureds.
 - h. Permittee may subcontract or delegate portions of its obligations only upon prior written approval of SFMTA. Permittee is responsible for, and must supervise its personnel and all subcontractors, including independent contractors, who perform obligations under the permit. Any agreement made in violation of this provision shall be null and void.
5. Unless otherwise specified in these terms and conditions or appendices, Permittee shall provide compliance reports every quarter beginning at permit issuance to the SFMTA documenting the Permittee's compliance with these permit Terms and Conditions in a format determined by the SFMTA. The SFMTA may post these reports online by the SFMTA. See also Section 69.
 6. Permittee agrees to maintain and make available to the SFMTA, during regular business hours, accurate books and accounting records relating to its Powered Scooter Share Program. Permittee will permit the City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all materials and other data related to all matters covered by this Permit. Permittee shall include the same audit and inspection requirements in all subcontracts.

Program Requirements

7. Powered 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's pricing structure included in its application, is incorporated by reference. Permittee shall update the SFMTA, in writing via email, each time there is a change to the pricing structure, for any device type, including devices in the Complementary Adaptive Plan, as applicable.
8. Permittee will implement a targeted community outreach plan that complies with the Community Engagement Requirements and Guidelines, Appendix 3, at its own cost. Permittee shall keep, and provide to the SFMTA on a monthly basis, a record of any public feedback received in a manner as determined by the SFMTA with a specified format to be transmitted to the Permittee via email prior to permit issuance. Permittee's Community Engagement Plan, submitted in its application, is incorporated by reference.

9. During the term of the permit, the Permittee shall offer to its customers not less than one in-person or remote, as required by the City's declaration of local emergency regarding the COVID-19 pandemic, safety training class every quarter beginning at permit issuance. The safety training class must address safe scooter riding rules and inform customers that riding on sidewalks is illegal and may result in account suspension or revocation for the duration of the permit.
10. 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.
11. 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, and disclose the number of scooters and scooter parts ending up in the City's waste stream, as specified in the Sustainability Guidelines and Requirements, Appendix 6.
12. Permittee will conduct a Life-Cycle Analysis (LCA) as specified in the Sustainability Guidelines and Requirements, Appendix 6, for each scooter model in its initial fleet, including adaptive models, and submit it to the SFMTA within three months of permit issuance.
13. 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 its labor harmony plan submitted with its application, which is incorporated by reference. Permittee will utilize the City's First Source Hiring Program, and coordinate with other community-based organization hiring programs as appropriate, in order to encourage direct employment of qualified and economically disadvantaged San Franciscans through the City's numerous community workforce partners. Permittees will submit a quarterly report disclosing the number of employees, status (e.g., W-2, full-time/part-time) and compensation, along with the number and percent of direct hires, staffing agency hires, and independent contractor hires.
14. 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. The plan shall adhere to the Centers for Disease Control's Reopening Guidance for Cleaning and Disinfecting Public Spaces, Workplaces, Businesses, Schools, and Homes, and staff must comply with mask and social distancing requirements, along with any other applicable requirements set forth in the City's declaration of local emergency related to the COVID-19 pandemic until such order is no longer in effect. Also, while the City's declaration of local emergency is in effect, cleaning and disinfecting should be focused on high traffic areas, such as upper mast, handlebars, down-stems, brakes, throttles, and baseboards. This cleaning should be done as part of the daily operations, either in the field when collecting, rebalancing, deploying or repairing scooters, and at their operations such as vans and warehouses.
15. Permittee agrees to provide the SFMTA with a user account to monitor and ensure Permittee's compliance with the Terms and Conditions, policies, procedures, and application commitments with regards to the Permittee's mobile application and device operation. Permittee will allow access for the entirety of the permit term, and shall provide sufficient rider credit on this account such that at least five 5-minute rides can be taken each month. The account must have the same functionality as the account of a member of the general rider public would have. If the SFMTA finds that the account provided under this section does

not have the same functionality as a paying rider, permittee will be subject to all available remedies, including as applicable, administrative penalties and/or permit revocation.

Equitable Service Requirements

16. Permittee will maintain a multilingual website with languages determined by the SFMTA, a call center, and a mobile application customer interface that is available 24 hours a day, seven days a week. Permittee will make outreach materials available in languages determined by the SFMTA.
17. 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 of its targeted marketing, and during the first-time sign-up process (including in-app checkouts). Permittee will target the goal of having one low-income plan member for every two scooters authorized under this Permit. CalFresh, PG&E Care and Muni Lifeline eligibility are acceptable income verification proxies for low-income memberships. Permittee shall also offer a cash payment option that is clearly advertised and easy to use. Permittee's plan, submitted in its application, is incorporated by reference.
18. 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 and the most recent version of the Web Content Accessibility Guidelines (WCAG).

Distribution of Scooters

19. Permittee agrees to limit the total number of their scooters parked or in use in San Francisco (Permitted Scooters) to **X** [*number provided at permit issuance*]. Permitted Scooters are defined as scooters, including Adaptive 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 of Permitted Scooters for 25 out of any 30 consecutive rolling days for the duration of the permit. In accordance with the Distribution Guidelines and Requirements, Appendix 5, Permittee shall deploy no more than **X** [*number provided at permit issuance*] of Permitted Scooters within the Downtown Core at any time to prevent an over-concentration of scooters and to encourage availability in communities outside downtown with fewer mobility options.
20. Distribution of scooters shall adhere to the Distribution Guidelines and Requirements, Appendix 5, which identify service areas, percent coverage requirement, and distribution 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.
21. Permittee agrees to limit the service area of where scooters are distributed, or where they are allowed to park, at the discretion of the SFMTA.
22. Permittee shall incorporate a minimum of one Adaptive Scooter device type, to be approved by SFMTA, as Permitted Scooters in its fleet.
 - a. For purposes of the Permit, "Adaptive Scooter" is defined as a Powered Scooter that is adapted to expand access to people with various physical disabilities by including two or more of the following features: 1) three wheels; 2) seat; 3) basket. Adaptive

Scooters must fit within the standard footprint of a bike rack.

- b. Adaptive Scooters shall make up at least 5% of the Permitted Scooters in its fleet. SFMTA may consider a cap on the number of Adaptive Scooters in the fleet at any time.
 - c. Adaptive Scooters shall be available through the Permittee's application in the same manner as standard scooters.
 - d. The cost to rent an Adaptive Scooter must be equal to or less than the same use of a Permittee's standard scooter.
 - e. Adaptive Scooters must meet all Device Requirements applicable to other Permitted Scooters as set forth in the permit.
 - f. As with standard scooters, Permittee shall be responsible for educating their employees and users of Adaptive Scooters regarding state and local laws governing the safe operation and parking of scooters in San Francisco.
23. Permittee shall also concurrently pilot a Complementary Adaptive Plan if submitted with the application featuring additional adaptive device types and/or service models, pending approval by SFMTA, that will not be counted as Permitted Scooters. Permittee's approved adaptive device type must meet all requirements applicable to standard scooters, except for Sections 35 and 37 if necessary, or as otherwise noted in the Permit. Permittee may submit updated plans during the permit term subject to SFMTA approval. SFMTA may determine a floor and/or cap by fleet percentage or total number of adaptive devices in the Permittee's Complementary Adaptive Plan at any point during the permit term. Permittees must track and report on Complementary Adaptive Plan metrics, to be approved by SFMTA, on a monthly basis and, upon request, be able to provide additional verification on the process utilized or actual data reported.
24. 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, and provide proof such as screenshots of the app showing this geofencing to the SFMTA via email.
25. During deployment and rebalancing, employees and/or contractors of the Permittee shall obey the following Operating Guidelines:
- a. *Muni priority*: Muni buses shall be given priority at and approaching or departing transit stops;
 - b. *Yield to Muni*: Where Muni or other public transit buses are approaching a transit stop and when safe to do so, Permittee's employees or contractors shall allow such buses to pass so they may stop at transit stops;
 - c. *Red and blue zones*: Vehicles operated by Permittee shall not stop or stand in Muni stop "red zones" or accessible parking "blue zones";
 - d. *Active loading; No staging or idling*: Permittee's employees and contractors shall only stage vehicles at locations in accordance with applicable parking laws and regulations;
 - e. *Pull in*: Permittee's employees and contractors shall pull support and rebalancing vehicles all the way up to, and parallel with, the curb for scooter loading and unloading, and shall not load or unload scooters in a vehicle or bicycle lane, or in a manner that impedes travel in these lanes;
 - f. *Comply with all applicable laws*: Permittee's employees and contractors shall comply

with all applicable state, and local laws, including the San Francisco Transportation Code, and the California Vehicle Code. If the SFMTA in its sole discretion determines that a Permittee's scooter distribution or collection activities are being performed in an unsafe manner or in violation of applicable parking and traffic laws, this determination shall be grounds for summary suspension or permit revocation, as applicable.

- g. *Provide contact info of key staff to SFMTA.* Permittee shall provide the SFMTA with a contact name, email address and phone number for staff that are responsible for rebalancing scooters in the Monthly Report, and update whenever a change in staff takes place.

Responsiveness Requirements

26. 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
27. Permittee shall maintain a database containing all public complaints and comments related to unacceptable user behavior (e.g. sidewalk riding), including those in the preceding provision, and track case status through complaint resolution. Permittee shall share complaints and comments in the database within one week. Permittee shall share resolutions for each complaint in the database within two weeks of receipt. This database shall be shared with the SFMTA on an ongoing basis in a format as determined by the Agency.
28. Customers using Powered Scooters in the Permittee's fleet 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.
29. Any Powered Scooter that is parked improperly is subject to citation. Additionally, any Powered 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 shall be re-parked in a correct manner or shall be removed by the Permittee within two hours upon notification by the City.
30. Any inoperable Powered Scooter, or any Powered 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 the preceding provision.
31. Permittee shall relocate or rebalance scooters within two hours of a request by the City. 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.
32. Each scooter must undergo a maintenance check at least every two months. Graffiti on any scooter must be removed within 24 hours and inappropriate or profane language must be removed within 4 hours of being reported by permittee's employee or contractor, the City, or a member of the public. The Permittee shall maintain adequate documentation demonstrating compliance with these requirements and provide the SFMTA with this documentation upon request.

Device Requirements

33. One sample of any scooter to be used under this program are to be made available for inspection by the SFMTA to verify scooters adhere to the device specifications any time a new scooter version, including any Adaptive Scooter model, is introduced into the fleet. The SFMTA will return vehicles to the Permittee following inspection. The emblem of the Powered Scooter Share Operator and a unique identifier shall be prominently displayed on the Powered Scooter. The name and current contact information for the Powered Scooter Share Operator shall be visibly displayed on all Powered Scooters.
34. All Powered Scooters shall meet the requirements set forth in California Vehicle Code § 21223.
35. All Powered 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 Mobility Device Parking Requirements and General Guidelines, Appendix 1. A combination lock will not be considered an integrated locking mechanism.
36. All Powered Scooters shall have a sticker with language stating “No Sidewalk Riding” affixed in a visible location.
37. All Powered 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 Reporting Guidelines and Requirements, Appendix 4.

Safe Riding and Parking of Scooters

38. 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 all Permitted Scooters that are part of its fleet in San Francisco. This shall include providing notification about key laws governing operation on each scooter.
39. Powered Scooters shall be parked standing upright and outside the path of travel in a manner consistent with the Mobility Device Parking Requirements and General Guidelines. The Permittee shall instruct customers how to park a scooter properly and comply with their Plan for Safe Scooter Riding & Parking, submitted in their application, which is incorporated by reference.
40. The Permittee shall develop mechanisms to deter their users from sidewalk riding, which may include issuing warnings, graduated monetary penalties, and/or suspensions from use. Permittee’s Plan for Safe Riding Scooter Riding & Parking submitted as part of the application shall be incorporated by reference.
41. Permittee must distribute SFMTA-developed Public Service Announcement video(s), which the SFMTA will provide, in-app to all users.
42. Permittee shall offer users the option to report safety issues, including involvement in a collision, in app at the end of every ride.
43. Permittee shall inform users during the new user onboarding process and all other safety trainings (electronic and/or in-person) that scooters are not permitted aboard Muni vehicles or on Muni platforms.

Endowment and Fees

44. If the SFMTA, Public Works, or any other City agency, department, or commission, including the City Attorney’s Office, incurs any costs for addressing or abating any violations of law,

including repair or maintenance of public property, the Permittee, upon receiving written notice from the City regarding such costs, shall reimburse SFMTA for these costs within thirty days. Any payment made pursuant to this paragraph shall not substitute for any installment payment otherwise owed or to be paid to the SFMTA.

45. Any Powered 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.
46. Permittee shall pay a fee of \$200 to SFMTA to cover the cost of procurement and installation of one standard SFMTA bicycle rack for every two Powered Scooters permitted to insure adequate supply of bicycle parking.

Data Sharing Requirements

47. 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 as required by the Data Reporting Guidelines and Requirements, Appendix 4. Data feeds must be established and tested prior to issuance of permit.
48. Permittee shall provide the SFMTA with a continuous real-time data feed for all Permitted Scooters in their fleet through a documented application program interface (API) and on-board GPS devices installed on all Powered Scooters to the following specifications in accordance with Data Reporting Guidelines and Requirements:
 - a. Permittee shall provide the required data feed as described in the Data Reporting Guidelines and Requirements.
 - b. Permittee shall implement changes to the required data feed within 45 days of SFMTA providing written notice and an update to Appendix 4.
 - c. Permittee shall maintain the required feed of the specified data at all times while the Powered Scooter is providing service to customers within the City.
 - d. Permittee is directly responsible for providing the API key to the SFMTA and shall not refer the City to another subsidiary or parent company representative for API access.
 - e. If a Powered Scooter becomes unable to provide the required data for any reason, Permittee shall not operate that Powered Scooter until data transmission is restored.
49. The SFMTA is permitted to use Permittee's API and display aggregated data.
50. 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.
51. Permittee shall track and report the following metrics monthly to the SFMTA as specified in the Sustainability Guidelines and Requirements, Appendix 6:
 - g. Vehicle Miles Traveled (VMT) for operations vehicles performing cleaning, maintenance, repair, recharging and rebalancing tasks;
 - h. Source of electricity used to recharge scooters, and the location(s) and address(es) where charging occurs, updated throughout the permit term;
 - i. Description of the location(s)/building(s) and specific room(s) where the scooter will be charged;
 - ii. Whether the room require(s)(d) any modifications to the electrical

- outlets or system;
 - iii. Number of scooters charged in this space at one time
 - iv. Whether the space is sprinklered;
 - v. Whether the space have smoke detection connected to a fire alarm system;
 - i. A fleet-wide average number of kilowatt hours per mile per scooter; and
 - j. The number of batteries disposed and location of disposal.
52. Permittee will keep a record of reported collisions broken down by severity as specified by the SFMTA. These records shall be sent to the SFMTA on a monthly basis.
53. Permittee shall keep a record of maintenance activities, including but not limited to the scooter identification number and maintenance performed, as specified by the SFMTA. These records shall be sent to the SFMTA upon request.
54. 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.
55. 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 Scooter, or a claim or lawsuit against the City and the scooter user may have information about, or responsibility for, the claim.

Privacy Policy

56. 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.
57. Permittee must provide customers the opportunity to explicitly assent to any privacy policy, terms of service, or user agreements. Separately, customers must have the ability to decline sharing any data not required to enable the Permittee to process and complete the transaction. In addition, Permittee must include in its privacy policy a provision that the customer agrees that the Permittee specifically may provide the location data of the scooter the customer uses with the City and County of San Francisco as required by its permit.
58. 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," "personal 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.

59. 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.
60. Permittee may not collect Personal Data related to, nor sort Personal Data nor individual data subjects according to race, gender, religion, national origin, age, or sexual orientation except for survey data collected on an opt-in basis and for a public purpose expressly set forth by SFMTA. Permittee may not deny service to any user on the basis of their refusal to provide any such survey information. The SFMTA shall consult the Human Rights Commission if it receives any complaints based upon any potential violations of this provision.
61. Permittee must disclose any and all existing data sharing agreements and must notify SFMTA in advance of any prospective partnership, acquisition or other data sharing agreement. Permittee may not engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

Permit Revocation and Summary Suspension

62. The SFMTA will monitor Permittees' compliance with the permit Terms and Conditions and reserves the right to revoke a permit if one or more of these Terms and 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.
63. The SFMTA reserves the right to revoke or summarily suspend a Powered Scooter Share Program Permit at any time upon written notice of revocation or summary suspension sent to both the Permittee's mailing and email addresses included as contact information in the Permit. 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.
64. If a notice of revocation is sent, the Permittee agrees to surrender such permit in accordance with the instructions in the notice. In the event that the SFMTA revokes a Powered Scooter Share Program Permit, Permittee shall remove the Powered 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.
65. In circumstances that pose an imminent or ongoing risk to public health or safety, the SFMTA reserves the right to summarily suspend a Powered Scooter Share Program Permit effective on the date the notice of summary suspension is mailed and emailed to the Permittee. The SFMTA shall state the public health or safety reasons that require summary suspension in the notice. In such circumstances, the Permittee shall be required to immediately remove the Powered Scooter from the City rights-of-way.
66. 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 any Permitted Scooters in its fleet, 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

summary suspension or revocation at the discretion of the Director.

67. If the Permittee wishes to contest the revocation or summary suspension of a permit, the Permittee may request a hearing in accordance with the SFMTA's hearing procedures on revocation and summary suspension.
68. 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.
69. Permittee acknowledges that this Permit and all records related to its formation and Permittee's compliance with terms and conditions are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and disclosure unless exempt from disclosure under federal, state or local law.

Compliance with Applicable Law

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

Payment of Fees

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

Permit Jurisdiction

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