Introduction
The purpose of these regulations are to govern the pilot franchise program and to test the deployment of Shared E-Scooter ("scooter") services within the City of Berkeley (the “City”). Below are the City of Berkeley’s program goals, application requirements, and draft pilot criteria. Scooter Share applications will be evaluated and scored by a panel chosen by Transportation Division Staff. Application requirements will be weighted by their importance in relation to the City’s concerns/goals. After applications have been graded, the top three scoring applicants will be consulted for input for the finalization of the Franchise Agreement and subsequent recommendation to Berkeley City Council.

Program Goals:
• Diversify mobility options of residents, employees and visitors to Berkeley.
• Protect Public Health and Safety.
• Avoid waste by ensuring scooters in Berkeley are robust enough for commercial use.
• Avoid sidewalk, pathway, and Americans with Disabilities Act (ADA) blockages.
• Reduce emissions from short trips and connections to transit.
• Maximize user awareness of safe and legal behaviors for operating shared mobility devices.
• Create an enforceable framework for managing shared mobility services.
• Ensure use of the Public Right of Way (PROW) benefits public mobility.
• Ensure private operators respond to pervasive issues and service complaints.

Fees:
• Application Fee - $2,500 - The application fee is structured to recoup the staff time required in the preparation of the pilot and its pertinent documents, along with the operator selection process. It is due at the time of application submission and is non-refundable.
• Franchise Fee - $20,000 (annually) – This is to cover Public Works’ administrative costs including but not limited to oversight, data analysis, and auditing of the program.
• Public Maintenance Fund – to maintain a $10,000 balance – This fund is to be used if the City Staff needs to move/remove scooters from the PROW, to remediate and address parking and or riding issues, and to maintain clear travel in the public right-of-way. Operators must maintain this $10,000 balance quarterly, or if the balance within a quarter drops below $2,000.

Application Information:
Applicants are expected to include all application materials provided by the City (listed below) in order to be considered eligible for a Shared Electric Scooter Pilot Franchise. The franchise application must be submitted with the non-refundable “application fee” ($2,500) to be eligible. Applicants must submit four (4) unbound copies along with a digital (pdf) version sent to BATHomas@cityofberkeley.info (cc: RyMurray@cityofberkeley.info). Applications will be reviewed and scored by a staff selected panel (panel will include at least one UC Berkeley Staff member). The three highest scoring applicants will then be recommended by staff to City Council for a 12 month pilot franchise. Applicants may contact City Staff with questions at any time before the application deadline. The deadline to submit pdf application
is **11:59 p.m. (PST) January 25, 2019**. Physical applications and application fee must be *postmarked* no later than **11:59 p.m. January 25, 2019**. *Both digital and physical copies must be submitted to be considered eligible.*

Send physical copies and checks to:
City of Berkeley c/o Beth Thomas
1947 Center St, Public Works - Transportation Division
Berkeley, CA, 94704

Checks are to be made out to ‘*The City of Berkeley*’

Send pdf copy to (both):
Beth Thomas - BATHomas@cityofberkeley.info
Ryan Murray - RyMurray@cityofberkeley.info (copied)

Please direct any questions you may have to:
RyMurray@cityofberkeley.info

**Franchise Application Requirement Checklist:**
Applicants seeking a Shared Electric Scooter Pilot Franchise should provide the following information in the first section of the application (after the cover page/table of contents). This section is required per the Berkeley Municipal Code (9.60.02-9.60.040).

1. Name of Applicant;
2. The purpose and term (12 months), for which the franchise is desired;
3. The amounts applicant, if granted the franchise, will pay to the City during the life of such franchise; ($2,500 Application Fee, $20,000 Franchise Fee, $10,000 Public Maintenance Fund)
4. Any limitations as to time, place or type of services proposed by applicant; and
5. Any other terms or conditions that applicant may desire, including surrender of existing franchises, or parts thereof, or claims to such franchises, or proposals to settle any litigation or controversies between applicant and the City.

The following section is the application outline and proposals should be in the order listed below:

**A. Company Overview and Pricing Structure**
- Provide a brief overview of your company.
- Description of pricing structure including low-income and other discounted customer plans, detailing cash payment options.

**B. Scooter Availability and Service Area**
- Proposed hours of operation.
- Storage of scooters during non-operational hours.
- Proposed fleet size and service area at launch.
o How many scooters would you deploy in different portions of the service area, including disadvantaged communities? Applicants should bear in mind that the pilot franchise provides for a maximum of 1200 scooters in total for the City of Berkeley, beginning with 200 scooters per operator at pilot launch with the ability to dynamically rise to a maximum of 400 scooters per operator. (The City will award franchises to three (3) operators).

- How would your deployment area change depending on the number of scooters you are permitted for?
- Describe methods for deploying and redistributing scooters.
- Would your service area apply to where users are allowed to deposit scooters?
- Provide map of proposed service area.

C. Plan for Safe Riding and Storage of Scooters
- Proposed approach to ensure compliance with laws - The City of Berkeley will monitor the degree to which scooter share program users comply with applicable laws, particularly related to riding on sidewalks and safe parking of scooters. If the City of Berkeley in its sole discretion determines that the grantee’s users are not sufficiently compliant with applicable laws, the City of Berkeley may require that the franchisee implement additional measures or may revoke the franchise.
  - Describe any education, incentives, training, scooter modifications, notification systems, infrastructure, etc. you propose.
  - Describe how you would monitor compliance, including any technology innovations that allow monitoring, and how you would address users who are noncompliant.
  - Describe how you would phase-in additional measures if your initial approach does not achieve desired levels of compliance.
  - The City of Berkeley is interested in a tethering/lock-to system. Describe opportunities to consider a tether or locking mechanism for the scooters to be secured to fixed objects and how much notice would be needed in order to deploy such a program if determined necessary by City of Berkeley Staff.
- How will you ensure customers have valid driver’s licenses?
- How will you work with University staff to appease their operational demands? (Example: geo-fenced reduced speeds)
  - What are your geofencing capabilities and how would you work with City Staff to implement?

D. Scooter Recharging Plan
- Describe how scooters will be recharged.
- How will you know when a scooter needs to be recharged?
- Will independent contractors be used to charge scooters? If so, describe the incentive structure for charging scooters and any information provided to contractors concerning safe charging practices.
- How will you minimize potential negative impacts associated with practices related to collecting, redistributing, and recharging scooters? Will you document new vehicle miles generated by collecting, redistributing and charging activities?
E. Maintenance, Cleaning and Zero Waste Plan

- Detail the use life of your scooter, including but not limited to material sourcing/construction, battery lifespan, reuse capabilities, and disposal practice of the scooter and its parts.
  - This should detail past scooter life-spans, not just projected and/or future iterations of your proposed scooter and its components.
- How will you know when a scooter needs maintenance?
- Describe approach to maintenance, cleaning, and repair of scooters.
  - At what frequency and extent do you maintain the scooters? Who conducts this maintenance?
- Describe how you will comply with the City’s (and University’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.
- What fleet size is needed to maintain a given number of active scooters?

F. Hiring and Labor Plan

- Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your scooter share program.
- Describe how your hiring plan will comply with local laws and best practices regarding equal opportunity, local hiring, and fair wages.
  - Describe how you will use local hiring practices to give underserved segments of the Berkeley population a career path within the scooter and/or technology industry. Jobs that have upward mobility and not just gig economy (contractual) employment?
- Describe how you will approach transparency with any contractors related to hourly rate and net of job related expenses.
- Does your business model rely on gig-economy employees or will you hire permanent full and part time staff regarding operations such as charging and rebalancing?
- Will you provide skills training for potential staff and contractors?

G. Community Outreach Plan

- What community outreach have you done or would you plan to do with stakeholder groups, merchants, and residents in the neighborhoods you are considering serving?
- If applicable, describe any strategies to provide community benefits, partner with community benefit organizations, minimize disruption in neighborhood commercial districts, implement a culturally relevant and multilingual communications plan, and to equitably promote the use of scooter sharing systems citywide among low income communities.

H. History, Experience and Qualifications

- Describe your qualifications to operate a scooter share program including experience operating shared mobility programs in North America.
- If you have ever operated a shared scooter program in North America, namely Bay Area cities, describe how you complied with applicable laws, including your efforts to ensure compliance by
your users with applicable laws, your efforts to work in good faith with staff from the cities you
may already be operating in, and your expeditious compliance with previous enforcement
efforts and payment of administrative charges for right-of-way violations (including sidewalk
obstruction).
• List all legal or regulatory enforcement actions, by type, initiated against your company.
• List any manufacturing recalls or decommissions you have had to make, for any component, for
any scooter in service, domestically or nationally, and what you organization did to remedy
them.
• Provide references and contacts for other North American cities in which you operate.

I. Privacy Policy, User Agreements, and Terms of Service
• Provide any privacy policies, user agreements, and/or terms of service in plain text for review.
• Provide screen images of all locations where this language would be shared with customers
including method for obtaining user acknowledgement/agreement.

J. Images and Description of Powered Scooter
• Provide a detailed description of your scooter and its parts, including the placement and size of
the unique scooter identification tag and contact information, and images of the branded
scooter you propose for Berkeley.
• Include dimensions and technical specifications.

K. Images and Description of Mobile Application
• Screen images of rental process.
• Screen images of proper scooter use and public education (example: in-app instructions on how
and where to ride).

L. Proof of Insurance
• Please attach a certificate of insurance as well as an endorsement of additional insured, per
specifications included in Attachment I (DRAFT Terms and Conditions). 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 franchise. The City of Berkeley 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.

M. Data Sharing Agreement
• Will your organization agree to the national data reporting standard of MDS GitHub protocol –
Specifically the data reporting methods that have been implements by Los Angeles Department
of Transportation?
• How will your organization provide this data to the City?
[End of Application Criteria]
Shared Electric Scooter Pilot Program Terms and Conditions

The following terms are a draft that will be refined based on input received from potential operators and members of the public prior to bringing the final franchise agreements back to Council for consideration and adoption at a future public hearing. This outline is meant to serve as a guideline for the City.

1. General Overview
   a. 12 Month Pilot Franchise with opportunity to continue/renew
   b. Operators will pay: Application fee ($2,500), Franchise fee ($15,000-$20,000 annually) and a ‘Public Property Maintenance Fund’ deposit ($10,000)
   c. Up to three (3) operators will be granted a franchise
      i. City will develop transparent and open franchise awarding process
   d. Program fleet total will be capped at 1,200 scooters for the pilot
      i. Max 400 scooters per operator, set to fluctuate dynamically based on ridership
         1. Operator(s) will launch pilot with fleet size no greater than 200 scooters in service per operator (600 total) and the fleet size can increase or decrease to maintain 4 rides per scooter per day. (Total fleet size shall not rise above 1,200 scooters for duration of pilot).
   e. Operators are to carry insurance for each incident/claim: Workers Comp ($1M), General Liability ($2M, $4M in aggregate for Bodily Injury, Property, Contractual Liability, Personal Injury), Auto Liability ($2M), Professional Liability ($1M), Cyber and Privacy Insurance ($2M)
   f. Operator shall indemnify the City
   g. The City may terminate the franchise for cause at any time at their discretion
      i. The City may also amend the terms of the franchise after the first 6 months to improve performance as need at its discretion
         1. The City would also conduct an ongoing study of the pilot’s efficacy throughout the 12 month pilot, and recommend to Council if the pilot should be continued, be modified, or terminated before the pilot has expired. This is to be done so that Council may act if it so chooses to extend the pilot to baseline with no lapse in service.

2. Operations
   a. Operators must submit business, maintenance, recharging, outreach/education and distribution plan
      i. Operators must detail material sourcing, construction, typical lifespan and end life/disposal plan for their scooters.
   b. Operators shall comply with all applicable federal, state, and local laws
   c. Operators shall be responsible for educating users of state and local laws governing powered scooters
      i. e.g. Operational rules printed prominently on scooter (no riding on sidewalk)
   d. Operators will work with City Staff to create geo-fenced “no parking” zones, reduced speed zones, and areas of distribution (service area)
i. Percentage of scooters must be distributed to areas the MTC designates as “Communities of Concern” - and/or locations defined by City Staff

e. Operators shall submit a plan to implement the use of an adaptive scooter for users with disabilities
   i. Program must be implemented within the first 6 months of pilot

f. Operators must provide an equity program for low-income users
   i. This includes making available ways for qualifying users to gain access to service without credit card or smartphone

h. Operators shall Coordinate with City Staff along with UC Berkeley Staff to identify operational goals/constraints for service and distribution on campus

i. Operators must implement a robust community engagement and outreach process

3. Parking Safety
   a. Operators shall ensure their vehicles are not parked in a way that impedes the regular flow of travel in the PROW, or in any way that impedes ADA compliance
      i. Scooters shall not be parked within 15’ of street corner pedestrian ramps
      ii. “Legal” parking includes the landscaping or furniture zone of sidewalks
   b. Operators are responsible for informing their customers how to park correctly. Operator will provide parking plan on how they will incentivize users to park safely and correctly
   c. Operators are solely responsible for remediation of any improperly parked scooter
      i. Operators have 2 hours to remediate parking issues, or else may face impounding of scooter by the City. Fines may be associated

City Staff will provide more detail level requirements and or incentives for scooter share companies and their customers to obey rules related to not riding on the sidewalk and parking scooters in a manner that does not impede sidewalk users.

4. Customer Service and Remediation:
   a. Operators must provide a customer service hotline, enabling members of the public to report misuse or damaged devices, or to receive general customer support
      i. Customer Service for public shall be available 7am – 10pm, seven days a week, and be able to accommodate multi lingual translations
      ii. Operator must provide a Public Safety Hotline to allow City personnel direct contact with Operators 24 hours a day for emergencies and device relocation, with a response time of 2 hours or less
      iii. Operator will incorporate a “ticket number” system, similar to 311, to identify and track each customer service complaint
   b. Operators will appoint a local liaison to work directly with City Staff
c. Every scooter shall have prominently displayed, clearly visible contact information, including a toll free phone number and email address for customers or members of the public to make relocation requests or to report other issues
   i. A unique identification number shall be prominently displayed on every scooter

5. Data Reporting, Sharing and Privacy
   a. Operators shall clearly communicate to the City and to the public what data is being collected about its users, how it is being used, and for how long. Communication on data shall be easy to understand and access
   b. Operators shall make real-time and archival data available through an Application Programming Interface (API) to the City and designated third parties via General Bike Share Feed Specification (GBFS), and follow the data specification standard developed by the City of Los Angeles
      ii. Operators shall provide a standardized dashboard interface for City Staff to view the data
      iii. Operators shall provide an API endpoint for the public to view, query, and/or analyze anonymized data
         1. The City will work with scooter share operators to not only obtain reports that are feasible for all parties, but also report to the City in a manner that is deemed the highest level of protection for the user. An example is instead of reporting a detailed trip origin/destination address (micro), scooter companies could report block face/intersection (macro) level of detail.
   c. Reports on aggregated usage, maintenance, rebalancing, customer service, incidents and other key performance indicators shall be provided to the City on a quarterly basis
   d. Operators will issue a quarterly survey to their users to determine which modes of transportation scooter trips are replacing
      i. A separate survey should be conducted in an attempt to reach more than just Berkeley residents who use scooter share. This is to collect a more diverse set of responses to inform Transportation staff and to allow non-scooter users an opportunity to weigh in on perceived benefits and impacts of the program.
   e. Monthly reports detailing rides per scooter shall be submitted for City to determine if Operators’ program fleet should increase or decrease based on the ‘dynamic cap’
      i. Judgement on cap increase is solely at the City’s discretion. If rides are greater than 4 rides per day, but complaints/incidents occur with great(er) frequency, the City may opt to retain the minimum amount of scooters in service until operational complaints are addressed/remediate