

## APPENDIX A

# 2019 SHARED MOBILITY PILOT PROGRAM

The City of Tucson (“City”), in pursuing its goals of diversified economic growth, high-quality infrastructure and a physically, mentally and environmentally healthy community, seeks to implement a Shared Mobility Pilot Program (“Pilot”) to allow stakeholders, Mobility Share Entities and the larger community to evaluate the use of Shared Mobility Devices as a viable alternative to single-person motor vehicle trips and as a supplement to current transit options.

### PROGRAM OVERVIEW

During the Pilot, no more than two (2) Mobility Share Entities (MSEs) will be selected to participate, utilizing only Electric Scooters. All Permittees, in addition to the requirements and terms below, shall abide by the Shared Mobility Permit Requirements (“Permit Requirements”) (**Appendix B**) as promulgated by the Director of the Tucson Department of Transportation (“Director”). MSEs currently operating docked bike shares within City will not be required to obtain a permit to continue operations under current agreements.

The Pilot program will launch in July of 2019 and run for an initial six (6) months (“Initial Period”), with an evaluation period and option to renew for an additional six (6) month period (“Renewal Period”, together with Initial Period, the “Pilot Period”). Selected Permittees will be issued permits to operate during each phase of the Pilot, indicating terms of use and fleet size allowed.

City reserves the right to make changes to any aspect of the Pilot at any time during the Pilot Period. Additionally, City reserves the right to terminate permits and require a Permittee to remove their entire fleet from City right-of-way within five (5) days of written notification of termination. Participation in, or acceptance of a permit for, the Pilot does not confer a property right of any kind, in law or in equity, as it relates to City’s right-of-way.

#### I. DEFINITIONS

Terms defined in the Permit Requirements shall have their same meaning for this Pilot. Terms not defined in the Permit Requirements shall have their ordinary and common meaning unless otherwise indicated.

#### II. ELIGIBILITY

- A. Permittees will be selected through a Request for Proposals (RFP) process open to all MSEs utilizing or capable of utilizing Electric Scooters. An appropriately qualified committee will be convened to review responses. The committee will score and rank proposals, based on evaluation criteria contained herein, with the top two (2) ranked firms invited to participate in the Pilot Program.
- B. Applicants must be qualified and capable of meeting all program requirements as listed below and in the Permit Requirements (**Appendix B**),

Shared Mobility Insurance Requirements (**Appendix C**) and the Shared Mobility Indemnity Agreement (**Appendix D**).

- C. Each Qualified Applicant application will be scored on objective criteria by each member of a selection committee approved by the Director. The two highest-scoring Qualified Applicants will be selected for participation in the Pilot. Criteria will include: 1) experience and qualifications; 2) safety strategies; 3) user outreach, education and compliance strategies; 4) equitable access strategies; 5) labor practices; and 6) sustainability practices.
- D. Applications will be accepted over a 21 day period beginning **May 24, 2016** and concluding **June 14, 2019**.

### III. **FLEET SIZE**

- A. At launch, no more than 1,000 total Electric Scooters may be deployed, other than those deployed pursuant to III.D. below.
- B. Each Permittee will be required to deploy a minimum of 100 Electric Scooters within 30 days of Permit approval.
- C. At launch, each Permittee may deploy up to 500 Electric Scooters.
- D. Additionally, each Permittee may deploy up to 250 additional Electric Scooters in Opportunity Areas (**see map, Appendix F**).
- E. Dynamic Cap
  - 1. After launch, Permittees may increase their fleets by written request to the Director
    - a) Each request must be accompanied by documentation demonstrating a Minimum Utilization Rate (MUR) of three (3) or greater rides per day
    - b) Electric Scooters deployed in Opportunity Areas will be excluded from the MUR calculation
    - c) City will verify documentation using real-time and historical data
    - d) City will issue a final adjustment decision within 14 business days of receipt of the written request
    - e) For approved fleet increases, all fees for the added Electric Scooters must be paid prior to deployment
  - 2. Beginning 30 days after deployment and continuing monthly thereafter, the Director will review Permittee fleets for utilization below, at or exceeding the MUR.
    - a) Upon determining that a Permittee fleet has not met an MUR of 2 rides per vehicle per day during the preceding week, City may issue a formal notice of removal
    - b) Permittee fleets with utilization below an MUR of 2 rides per vehicle per day must remove the number of devices necessary to meet or exceed an MUR of rides per vehicle per day within 7 days of City's formal notice.

3. In evaluating fleet adjustment requests and notices of removal, City will consider the following factors in making its adjustment decision:
  - a) Market needs
  - b) Total number of Shared Mobility Devices deployed
  - c) Utilization
  - d) MSE performance and compliance
  - e) Public safety
  - f) Criteria outlined in this document and the Permit Requirements

#### IV. VEHICLE REQUIREMENTS

##### A. Identification

1. All Permittee devices shall display a unique device identification number, clearly visible from a distance of at least 30 feet
2. All Permittee devices shall display customer service contact information, including at least one (1) method capable of response with two (2) hours or less during all hours of operation.
3. All Permittee devices shall display clear safety and operating instructions
4. All Permittee devices shall display the maximum rated load allowable for safe operation

##### B. Technology – All Permittee devices shall, at a minimum, have the following operational components:

1. Onboard GPS system
2. Theft deterrence and security hardware
3. Warning bell or other sound device
4. Lighting per the Permit Requirements (**Appendix B, Requirement SB2**)
5. A maximum speed of 15 mph or less
6. Brakes compliant with CFR Title 16 Chapter II Subchapter C § 1512.5 (a maximum braking distance of 15 feet when braking with a user of 150 lbs. from a speed of 15 mph)
7. Geo-fencing capabilities that, at a minimum, prevent a User from ending a trip within a defined Prohibition Zone as defined by the Director.

#### V. INDEMNIFICATION, BOND AND INSURANCE REQUIREMENTS

##### A. Indemnification

1. Prior to operation, all Permittees must execute a Mobility Share Indemnity Agreement
2. Permittees must include the following release language in their system's user sign-up process, and each user registered in the system

must affirmatively sign or check a box within the application notating consent to the release:

- a) “For and in consideration of rental and use of this Shared Mobility Device (SMD), I, “the User”, for myself and on behalf of my heirs, executors, administrators and assigns, forever releases and relinquishes and discharges the City of Tucson and its elected and appointed officials, officers, employees, agents, contractors, and volunteers (Collectively, the “City”) from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to myself or to third parties (Collectively, “Claims”), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, placement, use and/or operation of the SMD, including an electric scooter, or the Operator’s website, including any and all claims related to the sole or partial negligence of the City or any other party. I hereby expressly waive any claims against the City which I do not know or suspect to exist in my favor at the time of renting a SMD, and expressly waive my rights under any statutes that purport to preserve my unknown claims.”
- b) “ACTIVITY AND ASSOCIATED RISKS: I have chosen to rent and use a Shared Mobility Device (SMD) in Tucson, Arizona with a Permitted MSE. I understand that:
  - (1) This Activity is inherently hazardous and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hyperthermia, hostile or aggressive pedestrians, bicyclists, SMDs and vehicle drivers, death, equipment failures, losing control of or crashing the SMD, traffic, collisions with moving or parked vehicles, road and or trail hazards (such as sewer gratings, gravel, unlevel terrain, washouts and debris), failure to wear a helmet and or other protective equipment and negligence of others;
  - (2) As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and my property may also be damaged;
  - (3) Hospital facilities, qualified medical care and emergency medical attention may be limited or unavailable during this activity;
  - (4) City assumes no responsibility for providing medical care during this activity and I will have to pay for any medical care that I incur.”

- c) “ASSUMPTION OF THE RISKS: I hereby freely and voluntarily assume the above-mentioned risks, as well as other risks not listed, that are part of the use of this Shared Mobility Device (SMD), and any harm, injury or loss that may occur to me or my property as a result of my use of a SMD – including any injury or loss caused by the negligence of City, its employees and officers, officials and agents and other SMD users. I also understand that any equipment that I provide or rent from the Permitted MSE, or any other provider, I use at my own risk and that any such equipment is provided without any warranty from City about its condition or suitability. I also understand that any City right of way is used without any warranty about its condition or suitability.”
- d) INDEPENDENT CONTRACTORS: I acknowledge that the City of Tucson has no control over and assumes no responsibility for the actions of any operator or any independent contractors providing any services for this Activity.
- e) SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as permitted by Arizona law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
- f) APPLICABLE LAW, FORUM AND ATTORNEY’S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the use of an SMD shall be brought only in a state or federal court located in Pima County, Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney’s fees and costs of the parties seeking to uphold the agreement.
- g) I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

#### B. Insurance Requirements

1. Prior to operation, all Permittees shall provide adequate documentation of compliance with Shared Mobility Insurance Requirements (**Appendix C**).
2. Permittees shall maintain required insurance at all times during the Pilot. Failure to do so will result in immediate termination from the Pilot.

C. Bond Requirements

1. Permittees shall present a bond amount in cash or letter of credit of \$30 per fleet vehicle as a performance bond to ensure adherence to and compliance with Pilot requirements

## VI. FEES

- A. Permittees will be responsible for the following fee amounts to participate in the Pilot:
1. One half of the Annual Permit Fee of \$15,000, billed at \$7,500 for the Initial Period and \$7,500 for any Renewal Period, if applicable
  2. Permit application fee of \$4,000
  3. Per ride fee of \$0.20 per trip billed in arrears every 30 days, starting 30 days from Permittee launch date

## VII. OPERATIONS

A. Oversight

1. Permittees shall come to an agreement with the city on procedures and protocol for:
  - a) extreme weather, emergencies, special events (e.g. marathons, events, parades, festivals, etc), and maintenance (e.g. trash removal) for small vehicle parking zones.

B. Parking and Rebalancing

1. Deployment - *Permittees shall not deploy their fleet:*
  - a) Within 15' of a street corner
  - b) Within transit shelters
  - c) Within 30' of docked bikeshare stations
  - d) In public parks
  - e) On private property without written permission from the property owner
  - f) In such a way that would interfere with a minimum of 4 feet of unobstructed walking space on a sidewalk (paved or unpaved).
  - g) Within 15 feet of any ingress or egress of any building with frontage on City right-of-way
  - h) In violation of any local, state or federal law, rule or regulation, including the Permit Requirements
  - i) In any Director - defined Prohibition Zone

- j) In or on Sunlink Streetcar boarding platforms
  - 2. Deployment - *Permittees shall deploy their fleet:*
    - a) In the “street furniture” area of the sidewalk, adjacent to the curb, leaving at least four (4) feet of pedestrian clear zone
    - b) Pursuant to a Parking Plan developed in consultation with the Director
  - 3. Deployment - *Permittees are encouraged to deploy their fleet:*
    - a) Near transit stops
    - b) Demarcated Parking Areas, if available
  - 4. Improperly parked devices shall be either repaired or re-deployed within two (2) hours of notification or may be subject to impound
  - 5. No fleet device may be parked in the same location for more than 48 hours at one time
- C. User Parking
  - 1. Permittees shall educate and instruct users on proper parking and parking rules, and require affirmative assent to knowledge of same prior to operation.
- D. Rebalancing
  - 1. Permittees shall consistently and timely rebalance their fleet throughout hours of operation to ensure proper parking and adequate availability
- E. Maintenance – Permittees shall ensure that all fleet devices are in good working order and safe to operate
  - 1. Permittees shall provide weekly maintenance reports reflecting regular maintenance performed, repairs and devices taken out of service on a per device basis, along with a brief summary of the issue and whether it was resolved.
  - 2. Inoperable fleet devices shall be removed from City right-of-way within two (2) hours of notification
  - 3. Fleet devices no longer utilized will be expected to be sustainably retired from service, either by donation, recycling of component materials, or other reuse.
- F. Advertising
  - 1. Permittees shall not place third-party advertisements on fleet devices
- G. Customer Service Expectations
  - 1. Permittees shall provide a dedicated customer service contact for emergencies and device relocation/reparking, available 24-7 with a response time of two (2) hours or less.
  - 2. Permittees must endeavor to be responsive to user and community feedback in a timely fashion.
  - 3. Permittees will work with the Director to survey users on a quarterly basis to ensure responsiveness on issues including, but not limited to,

overall customer satisfaction, availability, ease of use, value, equipment and maintenance.

H. User Engagement and Education

1. Permittees shall, through multiple modalities and languages, repeatedly engage and educate City communities as to the safe and proper use of its product, and programs for Opportunity Areas, non-smartphone users and the unbanked

**VIII. SAFETY**

- A. Permittees shall abide by the Minimum Safety Requirements of the Permit Requirements (**Appendix B**).
- B. Helmets shall be offered both periodically and upon request to users
- C. In educating users, Permittees shall consider not only the safety of the users but of non-users and other community members

**IX. DATA SHARING AND PRIVACY**

- A. Permittees shall timely, completely and accurately transmit and/or report data required by the Permit Requirements. Failure to do so shall be cause for termination of their permit
- B. Permittees shall comply with all local, state and federal laws, rules and regulations, and industry best practices for safeguarding user data. Personally identifiable data shall not be shared in any way without explicit and clear affirmative consent from users

**X. APPLICATION REQUIREMENTS**

- A. Supporting Documentation
  1. Brief summary of applicant's service model, experience and qualifications
    - a) Images and technical specifications of Shared Mobility Devices
    - b) Images and technical specifications of the mobile application
    - c) Images and technical specifications of any supporting equipment, if any
  2. Fleet Implementation Schedule
    - a) Size of fleet and service area at launch
    - b) Desired fleet and service area expansions
  3. Operations team organization structure
    - a) Include titles and responsibilities
    - b) Include total number of local operations employees and independent contractors, if any
    - c) Include hiring plan for local employees

4. Printouts of each user-facing page of mobile and web application, including:
    - a) All user safety notifications
    - b) All user parking education notifications
    - c) All user “rules of the road” notifications
    - d) Pricing and rates
    - e) User terms and conditions
    - f) User data privacy terms and conditions
    - g) User data sharing opt-in/opt-out
    - h) User release of liability
  5. Parking education plan, including any gamification, penalty or incentive plans
  6. Safety education plan, including virtual and in-person demonstrations, safety equipment availability and specific subjects addressed
  7. Maintenance plan, including:
    - a) Regular inspection schedule
    - b) Planned maintenance schedule (including manufacturer recommended maintenance)
    - c) Device replacement planning
    - d) Battery maintenance planning
    - e) Responsible maintenance personnel identification and training
    - f) Equipment end of life and replacement plan
  8. PCI DSS compliance certification
  9. Community Outreach Plan
  10. Equitable Service Plan, including:
    - a) Outreach and engagement with Opportunity Areas
    - b) Non-smartphone and unbanked options (**Appendix B, Requirement O16**)
    - c) Opportunity Areas deployment plan
    - d) Multiple language availability
    - e) Reduced fee programs, if any
- B. Upon acceptance into the Pilot program and prior to issuance of the Permit, Permittees must provide:
1. Permit Application Fee
  2. Vehicle Administrative Fee
  3. Performance Bond
  4. Executed Mobility Share Indemnity Agreement (**Appendix D**)
  5. Copy of City of Tucson Business License
  6. Proof of required insurance (**Appendix C**)

7. Any data sharing API must be fully operational prior to initial deployment of SMDs
8. Contact information (name, phone number, and email) of a locally-based manager/operations staff with decision-making power who can respond to city requests, emergencies, and other issues 24 hours a day, 7 days a week

## **XI. Evaluation, Enforcement and Termination**

- A. Evaluation Criteria – to accurately assess the success of the Pilot, Permittees will be evaluated on:
  1. Compliance – their compliance with this document, the Permit Requirements, and all other local, state and federal law, rules and regulations
  2. Community Response and Customer Service Record – community and user response data from all sources, including quarterly surveys
  3. User Safety Record – data and records from any source of user collisions, accidents and/or injuries
  4. Maintenance Record – data and records from any source of compliance with regularly scheduled maintenance, prompt attention to breakdowns, use of high quality equipment, and sustainable equipment retirement practices
- B. Enforcement
  1. While City endeavors to incentivize best practices and proper community stewardship among Permittees, it reserves the right to take any of the following actions, in addition to all other remedies available at law, upon non-compliance with Pilot terms and conditions:
    - a) Written notification and warning
    - b) Fines and restitution
    - c) Impounding Shared Mobility Devices
    - d) Temporary Permit Suspension
    - e) Permit Termination