



# REQUEST FOR PROPOSALS

*For*

## DOCKLESS BIKE SHARE PROVIDER

*May 2, 2018*

Due Date:

Response to the Request for Proposals,

May 30, 2018 at 4:00 p.m.

## I. INTRODUCTION

Alameda, California is known as the Island City and is often referred to as the “Jewel by the Bay.” This unique community of approximately 78,600 residents in the San Francisco Bay Area is connected to the East Bay mainland by four bridges and two subterranean tubes, and by ferry service to San Francisco and South San Francisco. The City is centrally located near main transportation arteries. Bay Area Rapid Transit (BART) stations are minutes away by bicycle or bus. AC Transit operates nine bus lines within and through the city that connect all parts of Alameda.

The community is proud of its history and small-town charm, with an abundance of tree-lined streets, two main street, two business parks, working and recreational marinas, good public schools in safe and walkable neighborhoods, well-maintained historic districts and many innovative and acclaimed companies. Alameda is also home to the College of Alameda.

For population and other general information about the City, please see the “At A Glance” brochure (Attachment 1).

## II. BACKGROUND

In 2016, the City explored bringing bike share to Alameda by developing a Bike Share Feasibility Study, which included a heat map for areas to locate bike share bicycles and cost estimates for launching and sustaining an ongoing program. The systems that were available and evaluated at that time were deemed too expensive for an ongoing City program, and the City opted to instead continue to monitor the evolving bike share technology.

After completely dockless bike share was brought to the United States in 2017, the City of Alameda entered into a six-month pilot program with LimeBike as the operator. The program, launched on October 5, 2017, was the first in the East Bay and the second in the Bay Area. The initial informal goals of the pilot program were (1) to test out dockless bike share (and bike share, in general) in Alameda to see how it functioned and how it was used and perceived by the community; and (2) to add another non-single-occupant-vehicle (SOV) transportation option for Alameda residents, visitors and employees, especially for making first and last mile connections to transit.

More than 50,000 trips were taken during the pilot period, and through this process, the City experienced the benefits and challenges of dockless bike share. City staff conducted a comprehensive evaluation of the program and found that it was successful and generally supported by the community, but that there were two key issues that needed to be addressed in any ongoing program: mis-parked bicycles and youth riding without helmets. The City Council voted to continue having a dockless bike share program in Alameda, with modifications that address the issues raised in the evaluation.

Available background materials include:

- Staff report to City Council and all exhibits recommending continued dockless bike share program [add hyperlink]
- City's bike share web page: [www.alamedaca.gov/bikeshare](http://www.alamedaca.gov/bikeshare)

### III. OBJECTIVE

The City of Alameda is inviting proposals from qualified companies and teams, known herein as the Provider, interested in providing design, marketing, operation, and maintenance of a dockless bike share system. The agreement period for these services shall be two years, with the option to extend for up to 2 additional years, to be exercised at the City's sole discretion.

The City's goals for the dockless bike share program are to:

1. Decrease drive alone trips and increase the share of bicycling trips within Alameda;
2. Promote and encourage bicycling as a safe and sustainable mode of transportation for short local trips, including one-way trips;
3. Provide additional first-mile and last-mile options to the many bus stops and ferry terminals in Alameda, and the Fruitvale BART station;
4. Increase transportation options to, from and within the developing former Naval Air Station, referred to as Alameda Point, to the west of Main Street, and the priority development area along the City's northern waterfront; and
5. Expand low-cost transportation options.

The program area will encompass the entire city, and bicycles will be permitted to be parked in the public right-of-way and at City parks, subject to the limitations shown in the Scope of Work (Attachment 2). The program will consist of 300 non-electric bicycles. The addition of more bicycles and of electric-assist bicycles and electric scooters will be evaluated as the program progresses, and may be allowed during the contract period, at the discretion of the City Council. Bike share rentals should be available on-demand, 24 hours a day, seven days a week, through a range of membership options.

The selected Provider will be responsible for all aspects of the dockless bike share program, including system planning, any necessary permitting, design, equipment purchases, construction/installation, pre-launch and ongoing marketing, operations and maintenance, ongoing customer service, financial transaction handling, dispute resolution, and evaluation and reporting.

The City seeks a Provider to provide these services at no cost to the City, and who will bear the financial responsibilities identified in the Scope of Work.

### IV. SCOPE OF WORK

The attached Scope of Work (Attachment 2) identifies the requirements and constraints of the proposed dockless bike share program for the City of Alameda. As noted in the Scope of Work, some items are considered mandatory at this time, while others are preferred. The Provider may propose higher standards of service.

The Provider will be expected to take on all liability for the program and fully indemnify the City of Alameda, as shown in the template Service Provider Agreement (Attachment 3).

The Scope of Work addresses the following areas:

- Parking Requirements
- Safety Requirements
- Equipment
- Operations
- Communications
- Data and Reporting
- Fees

## V. PROPOSED SCHEDULE

The City reserves the right to alter the following schedule as necessary.

RFP Issued	May 2, 2018
Written Questions from Anticipated Responders	May 16, 2018
Answers to Written Questions Issued	May 23, 2018
<b>Proposals Due</b>	May 30, 2018 at 4:00pm
Initial Review	Week of June 4, 2018
Interviews/Bicycle Testing (tentative)	Week of June 11, 2018
Announcement of Top Ranked Provider and Letter Issued to Successful Proposer	Week of June 18, 2018
Bike Share Service Launched	By week of July 16, 2018

## VI. SUBMITTAL REQUIREMENTS

Proposals should be no more than 30 pages and include all of the following sections, in the ensuing order:

### 1. **Cover Letter.**

Cover letter should include project manager contact information and signature from an individual authorized to bind the Proposer into a contract.

### 2. **Understanding and Approach.**

2.1. Provide a statement demonstrating the company's understanding and approach to operating dockless bike share in Alameda, including its understanding of and approach to addressing the City's key issues of bicycle parking and youth wearing helmets. (500 word maximum)

### 3. **Overview of Company, Qualifications and Experience.**

- 3.1. Provide an overview of the company, and describe its experience providing the services, especially in the United States (U.S.).
- 3.2. List each bike share program or system that the company has successfully launched and operated in the U.S., including the current status (active/inactive), how long services have been in place, number of bikes in the fleet, and square miles of the service area
- 3.3. Provide an organizational chart and/or biographies/resumes for key project personnel that will work in Alameda.
- 3.4. Describe the experience of key personnel with public and stakeholder engagement and municipal government interactions, as part of bikeshare system launch/operations or other projects.
- 3.5. Describe where key firm functions are physically located, including bicycle storage and maintenance, customer service, and data/evaluation.

#### **4. Description of Equipment**

- 4.1. Provide an overview of the proposed bicycle equipment, and any products to be used for bike parking (paint, stencils, decals, etc). Include information on safety features and what state and federal standards they meet, vandalism/theft resistance, accessibility to a wide range of users, and other relevant parameters.
- 4.2. Describe the weight, materials, and design features of the bicycles.
- 4.3. Describe the expected life of the bicycles and the replacement schedule.
- 4.4. If different generations of bicycles will be deployed in Alameda, describe each one and what percentage each generation will be of the fleet upon program launch.
- 4.5. Describe any physical bicycle parking features that will be needed for successful system operations.

#### **5. Description of Program Operations**

- 5.1. Describe how the proposed program will operate and describe how and where users will leave/lock bicycles at the end of trips.
- 5.2. Describe in detail how maintenance and rebalancing will be accomplished.
- 5.3. Describe resources that will be available to resolve customer service complaints and payment disputes, including which resources/channels will be available during normal business hours and which will be available during evenings and weekends.
- 5.4. State the number and position title of staff, and the full time equivalent (FTE) for the staff that will work in field operations in Alameda.
- 5.5. Describe step-by-step how the public can sign-up to use the bikes, check out and check in bikes. Provide screenshots or mockups of program website and smart-phone apps as applicable.
- 5.6. Describe options, if any, for payment by users without credit cards or bank

accounts, and users without smart phones.

**6. Estimated Program Demand**

Describe the ideal number of bicycles for the program. (Note that there will be a maximum of 300 non-electric bikes allowed at the start of the contract period. The addition of more bicycles and of electric-assist bicycles and electric scooters will be evaluated as the program progresses, and may be allowed during the contract, at the discretion of the City Council.) Describe how many trips per day would be anticipated. Describe how the proposed system size is appropriate for Alameda's land use context, density, and trip generators/attractors.

**7. Strategy for Bicycle Parking**

Propose a comprehensive strategy for ensuring that a very high percentage of bicycles will be parked legally and responsibly at any time, minimizing the negative impacts to pedestrians, transit riders, private property owners and the City. Propose a performance target for the percentage of bikes that will be parked correctly per month. The strategy should be multi-faceted and could include existing or new technology, user incentives/disincentives, education, restrictions on parking areas (and in which types of locations). The strategy must include a section on providing designated parking zones and hubs, with details on how designated zones would be selected and marked (i.e. paint, decals, etc), and may include areas prohibited for parking. If the technology is not yet available, provide a date by which it would be launched in Alameda. Describe any expectations of what the City, at its own discretion, would provide to support the parking strategy.

**8. Strategy for Safety & Helmet Program**

Describe a comprehensive strategy to encourage helmet use by youth and safe bicycle riding by all. The strategy should be multi-faceted, using in-app features, visual reminders and queues, giveaways, incentives/disincentives, etc. Include how many helmets will be distributed and what amount of funding will be provided to support bicycle safety education for youth and adults (this may be provided by the Provider, or by another entity already offering education, or it could be funding provided to the City to support offering additional classes).

**9. Pricing and Membership Options**

Describe proposed pricing for individual rides and membership packages, if any. Provide a schedule of any membership fees and penalties. Describe the discounts to be offered and to whom they will be offered. Describe how, if at all, cash payments could be made, for those without credit/debit cards. Describe planned integration with regional fare payment systems or integrated fare discounts.

**10. Program Marketing and Public Education**

Describe proposed marketing and public education efforts including use of traditional media, social media, community meetings/open houses, partnerships with local employers and community organizations, and any other techniques. Marketing and public education should include information about the availability of bike sharing and

about how to safely, legally, and properly check-out, use, and check-in bicycles and should be disseminated prior to and after system launch.

Describe how the Provider will collaborate with stakeholders and partners, such as transit agencies and business associations, both before and after the program is launched, to ensure a smooth launch and ongoing operations.

### **11. Key Performance Indicators and Performance Targets**

Propose Key Performance Indicators (KPIs) and performance targets (numeric service levels that will be used to evaluate performance during program operations) for each KPI. At a minimum, KPIs should cover the following areas:

- Customer service responsiveness – average response time to resolve complaint/concern, and number of complaints with more than 24 hour response time.
- Bicycle Parking – average percentage of bicycles parked responsibly, average number of complaints about bicycle parking.
- Rebalancing – frequency of rebalancing bicycles, maximum time bikes will be allowed in place before moved
- Maintenance – in-service availability of bicycles, and frequency and type of inspections
- Helmet usage – number distributed
- Website, app, and telephone hotline time online
- Ridership/utilization – average number of users per day, number of unique riders

### **12. Reporting Systems**

Describe how real-time data on usage and complaints/service calls will be provided to the City, including screen shots of any data dashboards. For more details on requirements, see Scope of Work.

### **13. Business Financial Plan**

Provide materials about the Provider that are sufficient to show financial viability of company through at least the next two years. Describe contingencies and financial resources available to ensure continued program operations if revenues are lower than anticipated in a particular month or quarter.

### **14. User Agreement.**

Provide a copy of the current User Agreement that users must review and acknowledge as part of program enrollment. Identify any changes that will be made to address Alameda's key issues: mis-parked bikes and youth helmet usage.

### **15. Data Security Policy**

- 15.1. Describe systems that will be used to store sensitive user data, including protocols to protect privacy and prevent data breaches. Describe procedures for anonymization as part of open data.
- 15.2. Describe if and how user information could be shared with local law enforcement, if bike share bicycles are involved in a crime.

**16. References.**

Provide a list of at least three references from other U.S. municipal dockless bike share systems, including name, title, phone, and email address. Include a short description of services offered in each municipality, dates of program service and marketing name, if different from company name.

**17. Agreement and Scope of Work**

- 17.1. Provide a statement that the Provider has read through and can meet all requirements in the Scope of Work, or, alternatively, list those requirements (by number) that the Provider would request changing, and describe the proposed change. Not being able to meet requirements will not be disqualifying, but will impact the scoring of the proposal.
- 17.2. Optionally, the Provider may also offer any enhancements to the levels of service in the Scope of Work, clearly indicating what would be modified and how this would be a benefit to the program.

**VII. SELECTION PROCESS**

Following proposal submission, City staff will review all timely proposals to ensure that they are responsive to all RFP requirements. A team comprised of inter-departmental City staff will review all proposals and may develop a shortlist of firms to interview. All key members of the Provider team including project manager and operations manager should be present in person at the interview. The City may request two to three bicycles to test out. The proposal score, combined with the interview score, if any, and references, will be used to select a top-ranked Provider. The City will not be obligated to accept a proposal, but will make an award in the best interests of the City after all proposals have been evaluated.

The City will review and evaluate all proposals using the following criteria.

**Threshold Criteria**

Experience operating in at least three U.S. cities, two of which must be for a minimum of nine months	
Completeness. Proposal addresses all 17 sections of Submittal Requirements	



### Evaluation Criteria

Qualifications and breadth of experience, knowledge and financial stability in successfully operating a dockless bike share system, including key personnel	25
Understanding of, and approach to, providing service in Alameda, including in addressing key issues of bicycle parking and helmet usage	20
Demonstration of innovative and tested approaches to controlling bicycle parking and encouraging helmet usage by youth	15
Demonstrated success in working collaboratively with municipalities	15
Bicycle safety and convenience features	15
Ability to meet City Scope of Work and Agreement requirements	10
Total	100

### VIII. SUBMITTAL INSTRUCTIONS

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Four (4) hard copies of the proposal and one electronic PDF version of the proposal on a flash drive shall be received in a sealed envelope with a return address, including business name, no later than **4:00 p.m. on Wednesday, May 30, 2018** to the following address:

City of Alameda  
Transportation Planning Division, Room 130  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attention: Rochelle Wheeler

Late proposals will not be considered and will be returned to the Proposer unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

### IX. QUESTIONS

Any questions concerning this RFP should be submitted in writing, by May 16, to:

Rochelle Wheeler  
Senior Transportation Coordinator

City of Alameda  
Transportation Planning Division, Room 130  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Email: [rwheeler@alamedaca.gov](mailto:rwheeler@alamedaca.gov)  
Phone: 510-747-7442

## X. APPEAL PROCEDURE

A Proposer who submitted a Proposal on time may file an appeal as follows:

Any Proposer who has timely submitted a Proposal may file an appeal to contest the decision to issue an awarding letter to a Proposer by filing a written appeal which complies with this RFP Section **within (5) business days after the Announcement of the Top Ranked Proposer Date listed in Section V of this RFP (as amended by written addenda, if any)**. Postmarking by the due date will not substitute for actual timely receipt.

1. The appeal must be based on one or more of the following grounds:
  - (i) the Top Ranked Proposal does not meet the minimum criteria stated in the RFP or its exhibits;
  - (ii) the Top Ranked Proposal is nonresponsive in that it fails to offer all of the information requested in the RFP that have not either been modified or waived by the City;
  - (iii) the RFP or its exhibits were ambiguous or inconsistent in a materially significant way and such ambiguity or inconsistency gave the Top Ranked Proposer an unfair competitive advantage; or
  - (iv) the selection process was unfair in that the City failed to follow the stated selection process which gave an unfair competitive advantage to the Top Ranked Proposer and the selection process was not modified or waived pursuant to the RFP.

2. The City takes a number of factors into account when making its selection and thus no single factor or criteria can outweigh all the others combined. As such, the following are generally not grounds for a valid appeal:

- (i) The appellant feels they have more experience than the Top Ranked Proposer; or
- (ii) The appellant feels they are better qualified than the Top Ranked Proposer.

3. The appeal shall contain a full and complete written statement specifying in detail the grounds for the appeal and the facts supporting the appeal. The appeal shall

make specific reference to the applicable sections of the RFP, its exhibits and/or sections of the Top Ranked Proposal.

4. The appeal shall be emailed or hand delivered to Rochelle Wheeler, Senior Transportation Coordinator, at the address and email listed in Section IX above **with a copy to the Top Ranked Proposer**. If emailed, the following must be in capitalized letters on the subject line of the email: APPEAL OF DOCKLESS BIKE SHARE RFP AWARD: (YOUR COMPANY NAME).

5. The Top Ranked Proposer shall have the opportunity to respond in writing to the allegations contained in the appeal within three (3) business days of receipt thereof. The response shall be emailed or hand delivered to the Economic Development Manager at the address and email listed in Section VIII above **with a copy to the appellant**.

6. The City Attorney will review the appeal, the response and promptly initiate an investigation. The appellant and all Proposers shall cooperate with any inquiries from the City Attorney's Office.

7. At the conclusion of the investigation, the City Attorney shall issue a letter to the appellant with a copy to the Top Ranked Proposer regarding his/her findings. The role of the City Attorney is to determine whether or not City staff or the review panel followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the Top Ranked Proposer an unfair economic advantage. If necessary, the City Attorney can recommend steps to correct the error; recommend ceasing the RFP with the Top Ranked Proposer and start the RFP process with the next highest ranking Proposer; reject all Proposals and restart the RFP process, or such other remedy as may be in the City's best interest.

8. It is not the role of the City Attorney to second-guess staff or the review panel as to the relative strengths or weaknesses of the submitted Proposals. The City Attorney will not substitute his/her judgment for that of staff or the review panel so long as the RFP process has been substantially followed.

## XI. ADDITIONAL TERMS AND CONDITIONS

### A. Nondiscrimination

The City will not discriminate against any interested individual, firm or Proposer on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

### B. City's Right to Modify RFP

The City reserves the right at its sole discretion to modify this RFP (including but not limited to the requirements and/or the selection criteria) should the City deem that it is in

its best interests to do so. Any changes to the proposal requirements will be made by written addendum posted on the City's website. The failure of a Proposer to read any addenda shall have no effect on the validity of such modification.

**C. City's Right to Cancel RFP**

The City reserves the right at its sole discretion to cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.

**D. City's Right to Reject All Proposals**

The City reserves the right, in its sole discretion, to reject all Proposals and not to award a contract should the City deem that it is in its best interests to do so.

**E. City's Right to Extend RFP Deadlines**

The City reserves the right to extend any of the deadlines listed on the third page of this RFP by written addenda should the City deem that it is in its best interests to do so.

**F. Cost of Proposals**

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

**G. Liability for Proposal Errors**

Proposers are liable for all errors and omissions contained in their Proposals.

**H. Permits and Licenses**

Proposers, at their sole expense and at the appropriate time, shall obtain and maintain all appropriate permits, certificates and licenses including, but not limited to, a City Business License, which will be required in connection with their Proposal.

## Attachments

1. At-a-Glance
2. Scope of Work
3. Template Service Provider Agreement

## Real Estate

Total Housing Units	32,042
Total Occupied Housing Units	30,696
Owner Occupied	44.1%
Renter Occupied	55.9%
Total Net Assessed Valuation FY 2016-17)	\$11.96B
Median Single Family Home Value	\$928,000
Median Condominium Home Value	\$695,000



Sources: U.S. Census Bureau, American Factfinder, 2015; Alameda County Assessors Office; Zillow.com

## Recreation

Alameda is known for its beaches, bird refuges, bicycle and pedestrian paths, natural open space, and extensive waterfront picnic areas. Shoreline parks along the San Francisco Bay and the San Leandro Marina extend for more than six miles, offering spectacular views of the San Francisco skyline and the East Bay hills. Alameda also includes more than eight miles of the San Francisco Bay Trail.

- **Crown Memorial State Beach** is recognized by Sunset Magazine as “one of the best spots in the region for windsurfing and kite boarding.”
- The **second largest concentration of small boat slips (3,400) in northern California** offers ample opportunity for recreational boating and water sports.
- The 45-hole **Chuck Corica Municipal Golf Complex**, located adjacent to the Harbor Bay Business Park, is one of the most popular in the East Bay.
- **19 neighborhood parks** include 16 multi-purpose athletic fields (4 with night lighting), 10 soccer fields, 16 tennis courts, and one bocce ball court. Public swimming is available at Alameda and Encinal High School Swim Centers.
- Civic and private groups in Alameda host various **community arts** including live theater, a light opera, a community band, a historical museum, a Friday night art walk, cultural activities and a diverse community of musicians, writers, craftspersons and artists. Throughout the summer, free concerts are scheduled in various locations. Farmers markets, street festivals, and sand castle contests are regularly scheduled events.

## Government

The City of Alameda was incorporated in 1854. Alameda became a Charter City in 1903 and was one of the first cities in California to adopt the Council-Manager form of government, which it retains to the present. Under this structure, the City is governed by a five-member City Council. Programs and services are administered by a City Manager. The City provides a broad range of services including police and fire protection; construction and maintenance of streets, parks, storm drains and other infrastructure; and recreational and cultural activities.

- Number of City Employees: **530** full-time employees
- Police Department: **122** full-time employees (**88** sworn officers)
- Fire Department: **108** full-time employees; **4** stations; **3** ambulances
- Total Annual Budget: **\$174.4 million** (FY 2016-17)

The City owns and operates Alameda Municipal Power (AMP), an electric utility that has been serving the needs of all Alameda residents and businesses for more than 130 years. With a renewable power portfolio that's among the highest in California, and a reliability record that ensures fewer power outages than 75 percent of utilities nationwide, it's no wonder that Alamedans rank AMP as one of the best in the state.



**Alameda's electric rates average nearly 20 percent lower than neighboring communities.**

# AT A GLANCE

Welcome to the City of Alameda... We have top-tier business parks and retail centers, as well as opportunity sites to bring quality development to our city. We are proud to showcase our quality of life and our community-minded, hometown charm: beautiful tree-lined streets, good public schools in safe and walkable neighborhoods, historic main street retail districts, and a friendliness and warmth virtually unequaled in the Bay Area.

## Inner Bay Area Location

Alameda is commuter, business traveler and visitor friendly. We are easily accessible by BART, Amtrak, ferry, plane, highway or bicycle.



- **Bay Area Rapid Transit (BART)** - two BART stations within one mile of the island, with shuttle service from major business parks.
- **Two Ferry Systems** - direct service to Jack London Square in Oakland, Pier 41 and the Ferry Building in San Francisco, and the AT&T ballpark.
- **AC Transit** - express transbay bus service to and from San Francisco.
- **San Francisco-Oakland Bay Bridge** - 7-mile trip that can be taken in less than 15 minutes.
- **Oakland International Airport/FedEx Bay Area Major Hub** - just 6.7 miles away from downtown Alameda and less than 15 minutes by car from major business parks.
- **Amtrak Station and the Capitol Corridor Line** - less than 5 miles and under 10 minutes away.

## Major Private Sector Employers

- Abbot Diabetes Care Inc
- Bay Ship & Yacht Company
- Cost Plus Corporate Headquarters
- Donsuemor
- Kaiser Foundation Health Plan
- Makani
- Penumbra
- Perforce Software
- Power Engineering Construction Co.
- Semifreddi's Handcrafted Bread & Pastries
- Singulex
- VF Outdoors (The North Face, Jansport, Timberland)

Source: City of Alameda

# Economy

Alameda's economy includes 5 major industry clusters:

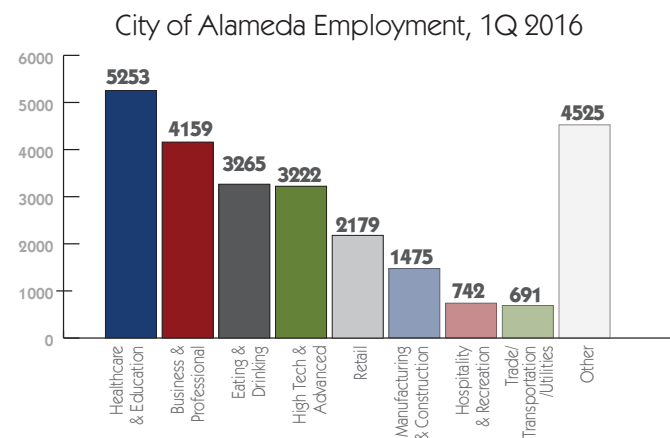
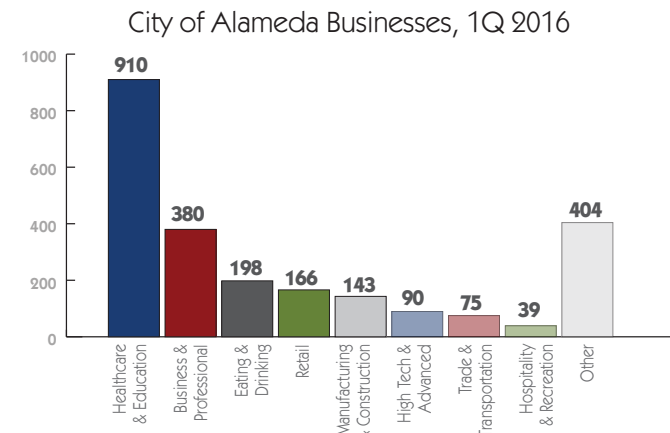
- High tech & advanced manufacturing
- Specialty beverage and food production
- Maritime industries
- Alternative energy/biotech
- Health services

## BUSINESS PARKS

- Marina Village** – 1.2 million sq. ft. of multi-tenant office, R&D and high tech facilities in top-rated business park; wide range of space options available with beautiful views of the estuary and East Bay hills.
- Harbor Bay Business Park** – 1.8 million sq. ft. with more than 40 acres of fully entitled land available for immediate development on the waterfront and only minutes from the Oakland International Airport.
- Alameda Point** (former Naval Air Station) – for lease and major development opportunities available on 852 acres of prime real estate with stunning views of the Bay and the San Francisco skyline.
- Alameda Landing** – Planned development of up to 400,000 sq. ft. of shoreline commercial space.

ALAMEDA OFFERS THE ONLY BAY-FRONT SITES  
LARGE ENOUGH FOR THE DEVELOPMENT  
OF CORPORATE CAMPUSES.

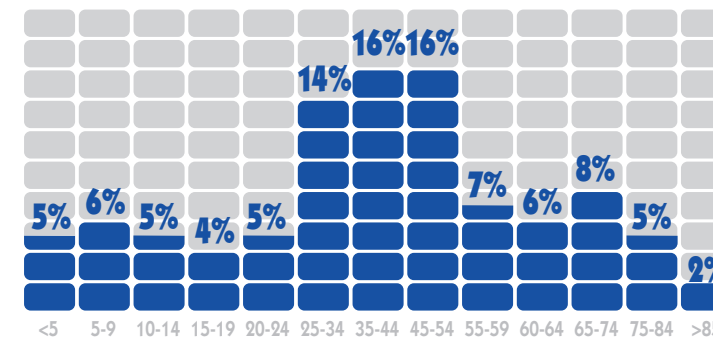
## LOCAL BUSINESSES



Source: California EDD 2016

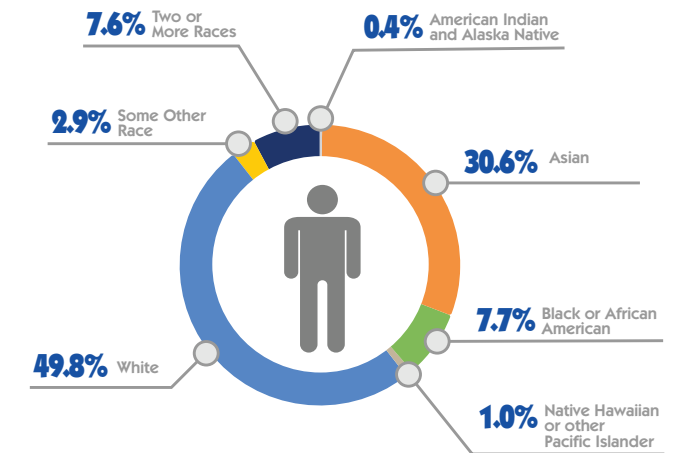
# Population

## POPULATION BY AGE



Total estimated population: 78,614  
 Daytime population: 65,217  
 Male: 48%  
 Female: 52%  
 Median Age: 41.4  
 Voter Registration: 46,957  
 Average Household Income: \$117,879  
 Median Household Income: \$92,225

## POPULATION BY ETHNICITY (2015)



Sources: American Community Survey 2015; U.S. Census Bureau, Center for Economic Studies; State of California, Department of Finance; Alameda County Registrar of Voters

# Education

## HIGHER EDUCATION

**University of California** at Berkeley and **California State University** in Hayward are in close proximity to Alameda, and provide a skilled workforce for local businesses.

**College of Alameda**, a local community college, provides educational programs and career pathways that meet the needs of local residents and employers.

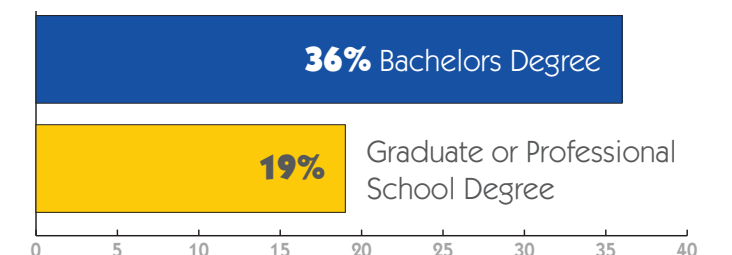
**Alameda Unified School District**. In November 2016, Alameda citizens voted to extend a school parcel tax with a 74.2% majority. The funds will be used to protect small class sizes, core academic programs, neighborhood schools, and retain excellent teachers.

Alameda high schools offer 17 advanced placement courses, and *U.S. News & World Report* Magazine has recognized Alameda High School as one of the top schools in the nation. Alameda is home to:

- 10 elementary schools
- 1 K-8 School
- 3 Magnet Programs
- 3 Middle Schools
- 4 High Schools

Sources: US Census Bureau, American Community Survey 2015; AUSD Website

## EDUCATIONAL ATTAINMENT (population 25 years and older)



# Retail

## REGIONAL SHOPPING CENTERS

- South Shore Shopping Center** – 594,000 sq. ft., open air shopping center: Safeway, Trader Joes, Bed Bath and Beyond, Old Navy, Kohls, and other retailers and eateries.
- Alameda Landing** – 285,000 sq. ft. shopping center: Target, Safeway, Michael's, In-N-Out Burger, and a variety of restaurants.

## COMMUNITY SHOPPING CENTERS

- Bridgeside Shopping Center** – 105,000 sq. ft., Nob Hill and additional neighborhood shopping.
- Marina Village Shopping Center** – 127,000 sq. ft., Lucky's, CVS.
- Harbor Bay Landing** – 114,800 sq. ft., Safeway, general retail and restaurants.

## HISTORICAL MAIN STREET BUSINESS DISTRICTS

- Park Street Business District** – 356,000 sq. ft., restored art deco movie palace and vibrant evening scene with a variety of eating establishments.
- West Alameda Business District** – 205,000 sq. ft., locally owned restaurants and cafes.
- Neighborhood "Station" Districts** – 17 charming retail clusters nestled in Alameda's residential neighborhoods mostly around historic streetcar stations.



Source: CA State Board of Equalization

## Attachment 2: Scope of Work

The PROVIDER will operate a bike share system on or over the surface of any appropriate public rights-of-way and City Parks for purposes of providing access and mobility services subject to the requirements herein.

*Provider is advised that requirements listed as “must,” “shall,” or “required” are considered mandatory specifications at this time. Those specifications that are listed as “preferred” are value-added and the inclusion or exclusion will be reflected in the proposal scoring.*

### DEFINITIONS

“City Parks” refers to hard-surfaced areas owned and maintained by the City within designated City parks.

“Right of Way” refers to sidewalks, roads and other pathways owned and maintained by the City.

### PARKING REQUIREMENTS

**Requirement P1:** Use of the Right of Way and City Parks, and Provider’s operations within the City, shall, at a minimum: a) not adversely affect City Right of Way or City Parks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement or ADA access within the sidewalks or along other property or rights-of-way owned or controlled by the City; and d) not create conditions which are a threat to public safety and security.

**Requirement P2:** Provider will develop and implement, with the City’s review and approval, a Parking Strategy (Exhibit XX) that will ensure that a very high percentage of bicycles will be parked legally and responsibly at any time, minimizing the negative impacts to pedestrians, transit riders, private property owners and the City. Part A of the Strategy will focus on parking location, identifying designated bicycle parking zones and hubs, and may include areas prohibited for parking. A map of the designated parking hubs and zones will be maintained as an up-to-date online map, available for viewing by the City at all times, and changes to the zone and hub locations will require approval of the City. The City reserves the right to determine certain block faces or locations where dockless bicycle share parking is prohibited.

**Requirement P3:** The Parking Strategy (Exhibit XX) will also have a Part B that will be a comprehensive and effective mix of multi-faceted strategies that the Provider will implement to encourage and enforce good parking behavior. It may include a combination of technology (geo-fencing, improved (and future) bike technology), improved user education, gamification and Provider-provided incentives/disincentives.

**Requirement P4:** Parking locations shall be communicated to Providers’ customers through signage or markings approved by the respective property owner, and/or through the mobile and web application.

**Requirement P5:** Bicycles shall always be parked in a way that maintains a minimum of four feet of unobstructed accessible pedestrian travelway.

**Requirement P6:** Bicycles shall be parked either in the landscape/furniture zone of the sidewalk, along the frontage zone of buildings if permitted by the building owner, at a public bicycle rack, or in a City Park; or at another City-owned location (for example, publicly-accessible plazas or off-street parking lots/garages) with prior written approval of the City.

**Requirement P7:** Bicycles shall not be parked at the following locations:

- (a) corners of sidewalks or within five feet of crosswalks or curb ramps;
- (b) on blocks where the landscape/furniture zone is less than 24 inches, or where there is no landscape/furniture zone;
- (c) in the landscape/furniture zone adjacent to or in any way blocking: Transit stops, shelters or platforms; Commercial loading (yellow) zones; Passenger loading (white) zones; Disabled parking zone; Street furniture that requires pedestrian access (for example - benches, parking pay stations, etc.); Curb ramps; Entryways; and Driveways;
- (d) on roadways, driveways or any locations where the bicycle creates, or constitutes a traffic hazard.

**Requirement P8:** On blocks without sidewalks, bicycles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.

**Requirement P9:** Bicycles shall be parked on hard surfaces (e.g. concrete, asphalt).

**Requirement P10:** Bicycles shall be upright when parked.

**Requirement P11:** Bicycles may be parked on private property or property owned by a non-City government agency, at the discretion of the private property owner or government agency.

## SAFETY REQUIREMENTS

**Requirement S1:** All bicycles shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, all models of bicycles in the fleet shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.

**Requirement S2:** All bicycles shall meet the bicycle requirements in the California Vehicle Code, including for lights and reflectors.

**Requirement S3:** Front and rear bicycle lights must turn on automatically and stay on while a trip is being made, whether the user is in motion or stopped. When stopped, the light must stay on for 60 seconds. Lights must be integrated into the bicycle without exposed wiring that could be easily damaged or tampered with.

**Requirement S4:** Provider shall incorporate messaging and education into all user interfaces (app, email, et al), including upon user sign-up, that boldly and clearly notifies the user that people under age 18 must wear a helmet (CVC 21212). Additionally, Provider shall incorporate the following messaging and education into their user interfaces (app, email, et al):

- Minimum age to use a bike share bicycle, and any special requirements for those under 18 years of age to sign-up for the program
- Bicyclists must yield to pedestrians in crosswalks (CVC 21950) and when riding on sidewalks



- Bicyclists may not leave bicycles on their sides on the sidewalk or park in a manner which obstructs pedestrians (CVC 21210)

**Requirement S5:** Provider agrees to develop and implement a Safety Strategy (Exhibit XX) to educate users regarding laws applicable to riding and operating a bicycle in the City of Alameda and otherwise comply with applicable laws and Provider's own terms of service, especially regarding helmet laws and minimum age to use a bike share bicycle. The Safety Strategy will include working with the City and with schools within Alameda to provide bicycle safety education and encouragement, such as safety seminars, brochures, and helmet giveaways. Provider will provide up to \$XX in funding per year to support educational efforts, and will additionally distribute up to XX helmets to youth per year. Provider agrees that the City of Alameda is not responsible for educating users regarding relevant laws. Neither is the City responsible for educating users on how to ride or operate a bicycle.

**Requirement S6:** Provider shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle. This information shall be displayed prominently in the app and on the bicycle.

**Requirement S7:** Provider shall implement procedures to penalize or block users who repeatedly violate rules including those included in this Scope of Work.

**Requirement S8:** Provider shall establish appropriate minimum height for users and ensure that bicycles meet California Vehicle Code (CVC) requirements for handlebars and bicycle size, described in CVC 21201(b) and CVC 21201(c). This includes handlebars that do not elevate hands above shoulder level and bike size that allows safe stopping, starting and supporting in an upright position with at least one foot on the ground.

## EQUIPMENT

**Requirement E1:** All bicycles shall have an emblem of the Provider, current contact information (including for relocation and maintenance requests) and a unique identifier prominently displayed on the bicycle.

**Requirement E2:** All bicycles shall have visible language that notifies the user that people under age 18 must wear a helmet (CVC 21212).

**Requirement E3:** All bicycles shall be high quality and sturdily built to withstand the rigors of outdoor storage and constant use.

**Requirement E4:** All bicycles shall accommodate a wide range of users, including of differing heights.

**Requirement E5:** All bicycles shall be well-maintained and in good riding condition.

## OPERATIONS

**Requirement O1:** At the start of the contract period, a maximum of 300 bicycles will be deployed and available to use in the City. Provider shall meet this fleet size within three weeks of initial launch date. The total number of bikes may be increased based on usage data and City approval. A minimum of 40 bicycles will be located at Alameda Point (west of Main Street), on average over a 24-hour period. A minimum of 90% of deployed bicycles will be operable at any

time.

**Requirement O2:** No electric-assist bicycles or electric scooters will be allowed in the City at the start of the contract period. City approval is required to add these devices to the fleet in Alameda.

**Requirement O3:** Provider shall respond promptly to any complaint related to mis-parked or unsafe bicycles. Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the Provider, and any bicycle that is reported as unsafe to ride shall be remotely locked or removed by the Provider, based on these times:

- 8am to 8pm Monday through Saturday, except for State and Federal holidays - within two (2) hours of receiving notice,
- All other times – within ten (10) hours of receiving notice.

**Requirement O4:** Provider shall monitor bike share parking locations in real time to identify whether the requirements in this Scope of Work are being met. The Providers must re-park or retrieve incorrectly parked bikes within the same time frames specified in **Requirement O3** when they have been self-identified in real time.

**Requirement O5:** Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours after notice from the City or a customer, or self-identification, and shall be repaired before the bicycle is returned to revenue service

**Requirement O6:** Any bicycle that appears to be in an inoperable or unsafe state, is incorrectly parked, or is parked in one location for more than four (4) consecutive days without moving may be removed by City of Alameda crews and taken to a City facility for storage at the expense of the Provider. The City shall invoice the Provider as stated in **Requirement F5**.

**Requirement O7:** Provider shall monitor the distribution of bicycles and respond to rebalancing issues in real time, with the goal of maximizing availability of bikes for users and minimizing impacts on local residents and businesses.

**Requirement O8:** Provider shall respond to complaints and customer service requests that are not related to mis-parked or unsafe bicycles, as follows:

- 8am to 8pm Monday through Saturday, except for State and Federal holidays - within two hours of receiving notice,
- All other times – within two (2) hours of start of business hours.

It is preferred that Provider resolve complaints and requests within twenty-four (24) hours of receiving notice of complaint.

**Requirement O9:** Provider shall give the City special rights access to immediately unlock and remove bicycles blocking access to the City Right of Way or City Parks.

**Requirement O10:** All bicycles shall be maintained to ensure that they are safe, in good working order, and of orderly appearance. All bicycles shall receive regularly scheduled inspections and full maintenance according to the maintenance schedule provided by Provider (Exhibit XX). Provider shall monitor the level of use of individual bicycles to identify bicycles that may be inoperable.

**Requirement O11:** Provider must ensure that their system equitably serves low-income neighborhoods and populations. It is preferred that Provider offer cash payment methods; offer discounted fares and plans for those with low incomes, including students; and offer methods to

use bicycles without a smartphone.

**Requirement O12:** Provider shall strive to achieve seamless integration and interoperability of their fleet with bike share systems in other nearby jurisdictions and with public transit systems, including by providing the option of accessing bikes using a universal pass such as Clipper card.

**Requirement O13:** Provider shall not place any unique branding or sponsorship on the bicycles beyond their own company's branding, unless permitted by City in advance.

**Requirement O14:** Provider shall not place or attach any personal property, fixtures, or structures to City Right of Way or City Parks without the prior written consent of City or private property owners.

**Requirement O15:** Provider agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Provider's use of City Right of Way and City Parks. Should Provider fail to repair, replace or otherwise restore such real or personal property, Provider expressly agrees to pay City's costs in making such repairs, replacements or restorations.

**Requirement O16:** By the Termination Date, Provider shall remove its personal property from the City and shall repair to good condition any damage caused thereby.

## COMMUNICATIONS

**Requirement C1:** Provider shall designate two primary contacts for City of Alameda staff: (1) a Project Manager, who will coordinate with the City on all aspects of the Agreement; and (2) an Operations Manager, that is capable of relocating or rebalancing bicycles, removing bicycles, and repairing bicycles. For both, Provider will provide a contact name, phone number, and email address.

**Requirement C2:** Provider shall provide mechanisms for customers to easily and quickly notify the company that there is a safety or maintenance issue with the bicycle, including via the mobile application and via phone.

**Requirement C3:** Provider shall develop and implement a marketing plan (Exhibit XX) and promote the use of bicycle sharing citywide, particularly among low-income communities.

**Requirement C4:** Provider shall establish and maintain a multilingual website with languages determined by the City, customer service call center, and mobile application customer interface for reservations. All three shall be fully operational twenty-four hours a day, seven days a week.

**Requirement C5:** At the direction of the City, Provider shall push specific messages through its mobile app and/or email related to safety and any surveys developed by the City.

**Requirement C6:** With direction and guidance from the City, the Provider will outreach to business associations, major developers and property managers, community groups and other key stakeholders, to solicit input on the location of bicycle parking hubs/zones, program operations and program feedback.

## DATA AND REPORTING

**Requirement D1:** With review and approval from the City, Provider shall develop Key Performance Indicators and performance targets (Exhibit XX), which shall be met during the contract term. The City reserves the right to set penalties if performance targets are repeatedly not met.

**Requirement D2:** Provider shall develop and maintain a data “dashboard” that is available to the City 24-hours a day, 7 days a week, with real time data. It is preferred that it include all of the following, at a minimum:

- (a) Total bicycle trips
- (b) Average number of daily riders
- (c) Pick-up and drop-off heat maps
- (d) Trip route heat maps
- (e) Location of parked bikes (including any electric-assist bicycles or scooters located in Alameda)

**Requirement D3:** Provider shall provide monthly reports to the City with data on bicycle trips and usage. These reports will include but not be limited to:

- (a) Total number of bikes in service
- (b) Total number of bikes in service in Alameda Point (west of Main Street), which is preferred to be at least 50.
- (c) Trip totals by day, week and month
- (d) Total number of trips by hour of day, for each day of week, as a monthly average
- (a) Total number of unique riders, segregated by frequency of trips
- (b) Total number of reduced fare/low income riders
- (c) Average trip length
- (d) Average trip duration
- (e) Total miles ridden
- (f) Summary of bike maintenance activities
- (g) Number of reported collisions, and primary collision factor, if available.
- (h) Aggregated breakdown of customers by City resident/or not.
- (i) Top ten pick up and drop off locations
- (j) Pick-up and drop-off heat maps
- (k) Trip route heat maps

**Requirement D4:** Provider shall provide monthly reports to the City on complaints, to include the total number of issues/complaints submitted to Providers customer service center (via email, app or phone), categorized by type of issue; and the average time elapsed, by category, from when issue received was received to when it was resolved. It is preferred that a report of all issues received be included, especially for complaints of mis-parked bicycles, with the following fields:

- (a) Issue record number
- (b) Date and time issue received
- (c) Date and time first response sent to customer
- (d) Date and time issue resolved, in field, if applicable
- (e) Issue description

- (f) Issue category
- (g) Geocoded location of issue, if applicable

**Requirement D5:** All Providers shall provide the following anonymized data for each trip record. This information will inform and support safe and effective management of the bike share system, and transportation planning efforts. The City reserves the right to require that data be submitted via an application program interface (API) to be distributed by the City.

Field name	Format	Description
Trip record number	0001, 0002, 0003, ...	Consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
Start location	Census block	n/a
End location	Census block	n/a
Bicycle ID number	xxxx1, xxxx2, ...	Unique identifier for every bicycle, determined by company

**Requirement D6:** At least once per year, Provider will conduct a survey of its users in Alameda focused on gender and age and will provide aggregated data to the City. Gender will be reported by male, female, and other. Age will be reported into these age groups: 5-12, 13-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

**Requirement D7:** If requested by City and not more than once per year, Provider will work collaboratively with the City to conduct surveys of the program users in Alameda focused on trip purpose and general feedback.

**Requirement D8:** Provider agrees that the City may use a third-party researcher to evaluate the bike share program. Data will be shared with the third-party researcher only for purposes of evaluating or enforcing the requirements of this pilot program, and will not include personally identifiable data.

**Requirement D9:** Upon City request, Provider will work with any third party vendors with which the City contracts, to share trip data, striped of all personally-identifiable information, solely for the purposes of planning and monitoring the city’s bicycle network.

**Requirement D10:** Credit card payment data that is stored, processed or transmitted shall be hosted with a Payment Card Industry Data Security Standard (PCI DSS) compliant hosting Provider. The Provider shall obtain a PCI compliant certificate from the payment process to be kept on file for future reference should any credit card issue arise.

It is strongly preferred that Provider does not collect and resell users’ personally identifiable information, including credit card information. If the Provider engages in such a practice, then it is preferred that a) this is communicated clearly and transparently to users, and b) users have a clear means of opting out if they do not want their data sold.

**Requirement D11:** Provider will provide a Privacy Policy that safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data.

## FEES

**Requirement F1:** Provider shall pay an appropriate business license fee to operate the bicycle share program in Alameda.

**Requirement F3:** Provider shall pay a contractual fee of \$15/bike to the City annually for administrative time and City-contracted independent monitoring of the program requirements.

**Requirement F4:** Any fees or reasonable costs arising from the need for City staff to relocate, remove, and store bicycles from any location where a bicycle is prohibited under this agreement shall equal the City staffs' hourly rate plus fifteen percent.

**Requirement F5:** If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the Provider shall reimburse the City for such costs within thirty days.

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS (the “**Provider**”), in reference to the following:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Dockless Bike Share Program to serve the city’s residents, employees and visitors. City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. The goals of City are to provide safe and affordable multi-modal transportation options to all residents, reduce auto traffic congestion and maximize carbon-free mobility. Bike share services are a component to help the City achieve its transportation goals, as described in its Transportation Choices Plan.
- D. Provider proposes to operate a bike share program within the City and possesses the technology in its bicycles such that its bicycles may be locked and opened by users with a mobile app and tracked to provide for operations and maintenance.
- E. City and Provider desire to enter into an agreement for \_\_\_\_\_, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### **1. TERM:**

The term of this Agreement shall commence on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, and shall terminate on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to two (2) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. This Agreement may be amended by mutual agreement of the Parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the Parties.

### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. There is no monetary compensation for the program services under this Agreement.

**4. TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.



**9. HOLD HARMLESS:**

a. Provider shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Indemnitees") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:

- 1) Any occurrence upon, at or from City Right of Way or City Parks or occasioned wholly or in part by the entry, use or presence upon City Right of Way or City Parks by Provider or by anyone making use of City Right of Way or City Parks at the invitation or sufferance of Provider, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
- 2) Use of Provider's bicycles by any individual, regardless of whether such use was with or without the permission of Provider, including claims by users of the bicycles or third parties.

b. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. CONDITION OF CITY RIGHT OF WAY:**

a. City makes the public right of way and City Parks available to Provider in an "AS IS" and "WITH ALL FAULTS" condition. City makes no representations or warranties concerning the condition of the public way and City Parks or its suitability for use by Provider or its customers, and assumes no duty to warn either Provider or its customers concerning conditions that exist now or may arise in the future.

b. City assumes no liability for loss or damage to Provider's bicycles or other property. Provider agrees that City is not responsible for providing security at any location where Provider's bicycles are stored or located, and Provider hereby waives any claim against City in the event Provider's bicycles or other property are lost or damaged.

**11. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability and Right of Way damage coverage in the following minimum limits:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate - all other
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Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
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If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

F. CASH BOND:

Provider shall provide a cash bond of \$50/bicycle, with a set maximum of \$15,000, and be replenished should the bond drop below \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred; for removing and storing bicycles improperly parked; or for promptly removing, repurposing or recycling bicycles if Provider is not present to remove bicycles if this Agreement is terminated. If the Provider increases the size of their bicycle fleet, the cash bond shall be adjusted appropriately before deploying additional bicycles.

**12. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**13. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall

acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**14. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**15. PERMITS AND LICENSES:**

Provider at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Right of Way and City Parks and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Provider's lawful use or occupancy of City Right of Way or City Parks or any portion thereof, Provider shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement.

**16. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**17. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**18. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
[Department]  
[Address]

Alameda, CA 94501  
ATTENTION: [Title]  
Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]  
[Department]  
[Address]  
[City, State, zip]  
ATTENTION: [Title]  
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

**19. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**20. TERMINATION:**

a. This Agreement may be terminated prior to the expiration date set forth in Section 1, above, upon the occurrence of any of the following conditions:

- 1) Upon delivery of at least thirty (30) days' prior written notice from City to Provider terminating this Agreement for any reason, or for no reason, or if circumstances pose a serious threat to public health or safety, the Agreement may be terminated immediately.
- 2) An attempt by Provider to transfer or assign this Agreement.

b. Provider shall not terminate this Agreement without first giving at least thirty (30) days' written notice of plans for termination.

c. Upon the effective date of termination of this Agreement by either Party, Provider shall, at its sole cost and expense, immediately remove all bicycles from the City and restore all City Right of Way and City Parks to the condition of the City Right of Way and City Parks at the Commencement Date of this Agreement.

**21. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall

be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**27. NO JOINT VENTURE:**

Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

**28. COUNTERPARTS:**

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

*Signatures on next page*



IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY  
(A California corporation, partnership,  
sole proprietor, individual)

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Elizabeth D. Warmerdam  
Acting City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
[DEPARTMENT HEAD NAME]  
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
[NAME]  
[Assistant] City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

**SAMPLE**  
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:**

**The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.**

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:  (Authorized Representative)
Named Insured:	

SCHEDULE

**SAMPLE**

Name of Person or Organization:  
 City of Alameda  
 Public Works Department  
 950 West Mall Square, Room 110  
 Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:** \_\_\_\_\_  
**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.**

NOTICE OF CANCELLATION:  
 IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.