

## 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. The Parking Strategy must include the use of geo-fencing to encourage orderly and legal bike parking. The City’s Commission on Disability will review and provide input on the Strategy. **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 (improved (and future) bike technology, mobile app technology, etc), improved user education, gamification and Provider-provided incentives/disincentives, and must include geo-fencing.

**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 are allowed as part of this agreement.

**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

**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 40
- (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) Summary of theft/vandalism and resolution
- (h) Number of reported collisions, and primary collision factor, if available.
- (i) Aggregated breakdown of customers by City resident/or not.
- (j) Top ten pick up and drop off locations
- (k) Pick-up and drop-off heat maps
- (l) 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 real-time data be submitted via a publicly accessible application program interface (API) in [General Bikeshare Feed Specification](#) format.

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, City-contracted independent monitoring of the program requirements, and/or the purchase and installation of bicycle racks.

**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.