



Planning & Community Development Department
Mobility Division
1685 Main Street, Room 115
P.O. BOX 2200
Santa Monica, CA 90407-2200

Memorandum

To: David Martin, Director of Planning and Community Development

From: Shared Mobility Device Selection Committee

Date: August 7, 2018

Re: Selection Committee Rankings

Background

The Santa Monica City Council established a Shared Mobility Pilot Program on June 26, 2018 and directed staff to implement a pilot program that would forge a model way for regulating these new companies and technologies to protect public safety and promote community wellbeing, sustainability and equity. The Council adopted Ordinance No. 2578 that established the pilot program for shared mobility devices and defines the program's term, scope and initial procedures.

Goals for the 16-month pilot program include:

- Diversify mobility options for residents, employees and visitors to Santa Monica.
- Protect public health and safety.
- Reduce sidewalk, pathway and ADA blockages.
- Reduce emissions from short trips and connections to transit.
- Maximize user awareness of safe and legal behaviors for operating shared mobility devices.
- Create an enforceable framework for managing shared mobility services.
- Ensure use of PROW benefits public mobility.
- Ensure private operators response to pervasive issues and service complaints.

In order to be able to quickly adapt and to implement effective solutions to new challenges, the pilot program is also guided by Administrative Rules that support implementation of the ordinance and can be updated during the pilot program. Administrative Rules were posted on July 10, 2018, and reposted in revised form on August 1, 2018. All documents are available on the City's website: <https://www.smgov.net/SharedMobility>.

Participation in the pilot program is determined through a competitive request for application (RFA) and selection process. The City released an RFA (Attachment A) on July 10, 2018 seeking applications to select up to four operators of e-bike and e-scooter sharing - two e-bike and two e-scooter - to provide citywide services during the pilot program. Applicants could offer both services but apply separately.

Applicants could apply as individual companies or teams but must be able to provide all the services associated with running the shared mobility devices systems.

The RFA required applicants to submit robust information in seven primary categories to get a complete understanding of their proposed system and operations. The two-page list of requested information starts on Page 4 of the RFA and includes:

1. INTENT: Overall vision for the service.
2. OPERATOR INFORMATION: Including project team, qualifications, experience operating shared mobility systems, and history of compliance with permitting, state and local law.
3. EQUIPMENT: Including specific details of the proposed devices, quantity proposed, software capabilities, local warehousing, and ability to launch in September 2018.
4. OPERATIONS: Including system hours, fare structure, staffing plan, rebalancing strategy, device maintenance, customer service support, service to customers without credit cards and smart phones, and ability to meet insurance and indemnification terms.
5. PARKING, HELMETS & ROADWAY SAFETY COMPLIANCE: Including strategy for safe and legal parking, utilization of geo-fencing, user education on roadway and helmet laws, age verification, and proactive user engagement to compel legal parking and roadway use.
6. ENGAGEMENT: Including outreach and engagement program on marketing, education, and safety, engagement with the community, and integration with other modes of transportation.
7. DATA: Including the scope and specifications of data available, method of data collection, format of data sharing, system performance monitoring, compliance with financial private best practices, and transparency of data use.

Applications were due on July 27, 2018 and an optional bidder's preconference was offered on-line on July 13, 2018. A recording of the pre-conference was posted on the project website. Approximately 15 people interested in bidding attended the pre-conference. The RFA was posted on the City's Planet Bids website and notice was given to relevant companies registered in the system, and advertised in the Santa Monica Daily Press. A total of 66 registered users downloaded the RFA from planet bids.

The RFA outlined that the City is seeking the best qualified operators, and that each proposal would be rated by a selection committee established by the Director of Planning & Community Development on a score of 1 to 10 in the following categories:

1. Experience operating shared mobility device systems.
2. Proposed operations plan appropriate to the Santa Monica environment.
3. Ability to launch operations in a timely manner.
4. Public education and engagement strategies.
5. Compliance record with Federal, State or local law, or rules and regulations.
6. Financial viability and stability, and adequacy of insurance.
7. Proposed methods to address device parking, helmet use, and roadway safety compliance.

Applications could be disqualified if they make false statements or material omissions, fail to provide information requested, or propose to operate in a manner that endangers public health and safety.

Pursuant to the Ordinance adopted by the Council, applications were reviewed by the selection committee, which was chosen in July 2018 and comprised of staff with knowledge and experience in issues related to shared mobility devices. The selection committee consisted of:

- Lt. Candice Cobarrubias, Police Department
- Jason Kligier, Principal Transportation Planner
- Timothy McCormick, Transit Planning Manager, Big Blue Bus
- Jennifer Taylor, Economic Development Administrator
- Salvador Valles, Assistant Director of Planning & Community Development

The selection committee’s task was to review all applications and make a written recommendation to the Director based on the proposed ranking of each qualified candidate. The Director of Planning & Community Development is tasked to review all materials and recommendations de novo, along with any additional information from City staff, any applicant, or any other source as he deems appropriate to assist in determining the final qualifications and rankings. Up to four selected operators will be issued Preliminary Selection Letters that can be used to apply for the necessary Operator Permit.

Discussion

By the closing date on July 27, 2018 the City received 18 applications from 13 different operators. Operators are listed below in alphabetical order.

- | | |
|--|---|
| 1. Bird scooter | 10. Lime bike & scooter (one application) |
| 2. Cloud scooter | 11. Lyft bike |
| 3. Drop bike & scooter (one application) | 12. Lyft scooter |
| 4. Goin' software | 13. Razor bike |
| 5. Gotcha scooter | 14. Razor scooter |
| 6. Hopr bike | 15. Scoot bike |
| 7. Hopr scooter | 16. Scoot scooter |
| 8. Jump bike | 17. Skip scooter |
| 9. Jump scooter | 18. Spin scooter |

As noted, two operators failed to submit separate applications for bikes and scooter operations. The applications were not disqualified for this administrative error. Goin’ proposed a software platform that manages mobility but did not propose a full operational system. The selection committee received the application for review but deemed the application non-responsive and disqualified it from further consideration and scoring.

Applications were distributed to the selection committee immediately on July 27, 2018. The selection committee met on August 2, 2018 to discuss their review of documents and to score the applications. The committee reviewed bike applications and scooter applications in separate groups, including the two bike/scooter combined applications from Drop and Lime in both discussions. Each application could receive a total of up to 350 points based on a maximum of 10 points in the 7 categories, and 5 reviewers for each application.

The selection committee reviewed the full submittal from each applicant and scored each based on the 7 categories. The committee was unanimous in the selection of the top two operators in the bike category and the scooter category, though individual committee members differed on the ranking of first or second within each category. **The committee’s recommendation is that the Director select the top two ranked operators in each category.** The top scoring operators by category were:

- Bike: LYFT (316 total score) and Jump (313 total score)
- Scooter: LYFT (312 total score) and Jump (307 total score)

The committee gave the top two ranked operators in each category high marks for particular strength in these following areas:

- Transportation service sector experience, track record, and partnerships
- Staffing strategy and commitments to staffing diversity and equity
- Commitment to sustainable operations and equitable access to mobility services
- Customer service strategy, evaluation, and commitments
- Fleet maintenance strategy and commitments
- System rebalancing and evaluation
- Community engagement and education plan, commitments and partnerships
- Technological capabilities such as hardware, gyroscopic tilt sensor, geo-fencing, and in app communications, lock-to technology, and parking incentives/disincentives
- Integration with other mode options through app
- System data evaluation tools

Below are the total scores for each company in each category:

Bike Category

	1. Experience	2. Operations	3. Ability to launch	4. Public education	5. Compliance	6. Financial & insurance	7. Parking & Safety	Total
LYFT bike	42	48	44	47	44	46	45	316
Jump bike	46	44	47	41	44	46	45	313
Scoot bike	32	30	32	35	39	37	37	242
Lime Bike	43	32	40	34	22	40	31	242
Drop bike	34	32	36	32	33	36	36	239
Razor Bike	23	29	33	34	37	39	34	229
Hopr Bike	30	33	35	33	31	32	32	226

Scooter Category

	1. Experience	2. Operations	3. Ability to launch	4. Public education	5. Compliance	6. Financial & insurance	7. Parking & Safety	Total
LYFT scooter	38	48	44	47	44	46	45	312
Jump scooter	44	44	44	41	44	46	44	307
Spin scooter	33	35	35	39	43	32	38	255
Lime Bike	43	32	40	34	22	40	31	242
Scoot scooter	32	32	34	35	39	33	37	242
Drop bike	34	32	36	32	33	36	36	239
Razor scooter	24	30	34	33	37	39	35	232
Gotcha scooter	30	33	34	35	38	33	27	230
Skip scooter	31	33	30	32	37	30	33	226
Bird scooter	33	27	45	28	20	35	32	220
Hopr scooter	22	30	33	32	31	32	32	212
Cloud scooter	7	18	11	19	14	15	18	102

Prepared by: Francie Stefan, Selection Committee Secretary

Attachments

A. RFA

B. [Link to website with Bidders Conference recording](#)

Attachment A

Shared Mobility Pilot Program Request for Applications



Shared Mobility Pilot Program Request for Applications

Release Date	July 10, 2018
Applicant Conference	July 13, 2018 (9am)
Deadline for Applications	July 27, 2018 (2pm)
Public Posting of Recommendations	August 10, 2018
Public Comment Deadline	August 17, 2018 (2pm)
Final Selection Posted	August 30, 2018
Program Launch Date	September 17, 2018

Authorized Contact: Peter Dzewaltowski, Transportation Planner
Mobility Division, Planning & Community
Development
City of Santa Monica
peter.dzewaltowski@smgov.net
310-458-8341

Note: Questions regarding this Request for Applications may only be directed to the Authorized Contact in writing. Applicants may contact ONLY the City Contact. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

Introduction

The Santa Monica City Council (the “Council”) established a Shared Mobility Pilot Program on June 26, 2018 and directed staff to implement a pilot program that would forge a model way for regulating these new companies and technologies to protect public safety and promote community wellbeing, sustainability and equity.

A key to the program’s success will be an open and productive partnership between the City and operators that facilitates the operator being highly responsive to real community concerns about safety and adverse impacts on members of the public who walk, bike or drive in Santa Monica.

In order to be able to provide flexibility and quickly adapt to changing environments and industries the pilot program will be facilitated through a partnership, guided by flexible Administrative Rules. The Administrative Rules of the program will be updated during the pilot program as the City works with operators to make data-driven decisions to deliver a safe transportation option and define effective solutions to known and identified challenges as the process evolves. Participation in the pilot program is determined through this request for application and selection process.

Shared Mobility Pilot Program Scope and Goals

The City is seeking partners in a 16-month pilot program to effectively address challenges associated with operating a new mobility device within an active city environment. City staff will review applications with the intent to find the best qualified operators who can most effectively partner during this period to achieve community needs and emerging issues.

Program operators should be prepared to actively engage with City staff to resolve issues and to develop solutions to improve system performance throughout the duration of the Pilot. Operators will be responsible for clearly communicating with the city, promptly responding to city inquires and requests, addressing public complaints, and resolving any operational issues that may arise.

Goals for the program include:

- Diversify mobility options for residents, employees and visitors to Santa Monica.
- Protect public health and safety and reduce sidewalk, pathway and ADA blockages.
- Reduce emissions from short trips and connections to transit.
- Maximize user awareness of safe and legal behaviors for operating shared mobility devices.
- Create an enforceable framework for managing shared mobility services.
- Ensure use of PROW benefits public mobility.
- Ensure private operators response to pervasive issues and service complaints.

The Council adopted Ordinance No. 2578 that established the pilot program for shared mobility devices and defines the program’s term, scope and initial procedures. The Administrative Regulations have been promulgated to support implementation of the ordinance and pilot program. Both documents are available on the City’s website: <https://www.smgov.net/SharedMobility>.

Eligibility

The City is seeking applications to select up to four operators of e-bike and e-scooter sharing to provide citywide services in the City of Santa Monica as part of a Shared Mobility Pilot Program. The pilot program seeks to have two e-bike and two e-scooters systems operating during the duration. Companies may offer both services but should apply separately for each. Applicants must be able to provide all the services associated with running the shared mobility devices systems. Applicants may apply as individual companies or as teams.

Selection Criteria & Process

The City is seeking the best qualified operators. In evaluating applications, the selection committee will be reviewing based on the criteria outlined below. Each criterion shall be rated on a score of 1 to 10, 1 being extremely unqualified and 10 being extremely qualified. Applicants with the highest score are deemed the most qualified.

1. Experience operating shared mobility device systems.
2. Proposed operations plan appropriate to the Santa Monica environment.
3. Ability to launch operations in a timely manner.
4. Public education and engagement strategies.
5. Compliance record with Federal, State or local law, or rules and regulations.
6. Financial viability and stability, and adequacy of insurance.
7. Proposed methods to address device parking, helmet use, and roadway safety compliance.

Applications may be disqualified if they:

- Make one or more false or misleading statements, or material omissions on the application or during the application process;
- Fail to provide information requested or required by the City; or
- Operate or propose to operate in a manner that endangers the health, safety, or welfare of the community.

Applications will be reviewed by a selection committee established by the Director of Planning and Community Development. The committee will consist of City staff with knowledge and experience in issues related to shared mobility devices including their impact on public health, safety and welfare.

The committee will review all applications, and make written recommendations to the Director based on the committee's proposed ranking of each qualified applicant.

Pre-Application Conference

An on-line pre-application conference will be held on July 13, 2018 at 9am. Instructions for joining the conference will be posted on the City's website at <https://www.smgov.net/SharedMobility> prior to the event. This conference is provided as an opportunity to raise any questions regarding this selection process, the pilot program, the administrative guidelines or any other components of the program. All applicants are encouraged to attend, but attendance is not a requirement for application. Notes from the meeting will be posted to the City's website. It is the responsibility of applicants to check the website regularly for information updates and RFA clarifications. Applicants that have registered and downloaded the RFA through PlanetBids will receive notification of any updates.

Application Materials

Applications need to include all of the following to be considered complete.

1. INTENT: Please describe the overall vision for the service.
2. OPERATOR INFORMATION:
 - a. Project team, including biographies and qualifications of lead team members. Include an organization chart that includes the entire company as well as the local team.
 - b. Number, type, location and duration of other shared mobility systems operated. Include all current operations, and the operating permitting requirements and history of compliance with permitting, state and local law.
 - c. Length of corporate operation, and related or ancillary business operations beyond shared mobility systems.
 - d. Names and addresses of any person or entity that has (i) more than 10 percent equity, participation, or revenue interest in the application or (ii) is a trustee, director, partner, or officer of that entity or of another entity that owns or controls the applicant. Identify the names and addresses of any parent or subsidiary of the application, and describe the nature of any such parent or subsidiary business entity. Identify any subcontractors or other partner organizations.
3. EQUIPMENT: Provide specific details of the proposed equipment and supporting elements.
 - a. Type and specifications of all devices. The selection committee may request a device demonstration if desired to clarify or confirm device details or functionality.
 - b. Number of devices proposed at launch, and anticipated at the maximum during the pilot program.
 - c. Device communications, device location systems, device capabilities, and system data collection details.
 - d. Functionality and features of software and operations management systems.
 - e. Identify ability to provide minimum of 250 devices at program launch date.
 - f. Identify local warehouse or operational centers.
4. OPERATIONS: Provide a system operations overview of daily operations and administration. Also provide the following detailed information.
 - a. Fare structure, including any low-income or special fare options.
 - b. Hours of device availability, hours of customer service support, and hours of field support (i.e. outreach, rebalancing and maintenance),
 - c. Staffing plan and responsibilities for Santa Monica operations.
 - d. Plan for achieving citywide coverage and balancing, including the nature and frequency of rebalancing throughout the day to provide availability and avoid overconcentration of devices in the Downtown/Civic Center/Beach & Beach-adjacent areas.
 - e. Plan for resolution of on-going issues, daily complaints and emergencies. Provide details of how you will move devices that are parked incorrectly, are reported as complaints, or are out of service.
 - f. Plan for regular device maintenance.
 - g. Define how customers can communicate issues, how you will respond and the timeframe for response. Define how customer communications will be tracked and reported.

- h. Details of customer service system to be provided, including staffing, wait time or availability, languages, and medium (text, phone, twitter, etc.).
 - i. Ability to offer service to customers without a credit card or smart phone.
 - j. Capacity to meet insurance and indemnification requirements.
5. PARKING, HELMETS & ROADWAY SAFETY COMPLIANCE:
- a. Describe your plan and approach to parking devices in a manner that is safe, legal, and complies with local and state law. Include both charger deployment and customer use. Describe the technology and equipment you will utilize to manage parking. Describe geo-fencing and virtual station capabilities, and willingness to comply with required parking hubs for chargers and customers.
 - b. Describe strategies to influence customer riding and parking behavior; be specific about what will be offered and at what time. Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system.
 - c. Strategy for avoiding underage use of e-scooters, or use without a driver's license.
 - d. Plan for making helmets available to customers of e-scooters and e-bikes.
 - e. Plan for making customers aware of e-scooter and e-bike helmet laws and providing resources for compliance.
 - f. Plan for educating users about rules of the road, including illegal sidewalk riding.
 - g. Strategies for incorporating features into system functionality to address parking, helmet use and roadway safety.
6. ENGAGEMENT: Describe the outreach and engagement program for Santa Monica. Include marketing, education, safety outreach; and education regarding applicable local and state laws.
- a. Plan for community engagement.
 - b. Plan to implement safety programs.
 - c. Plan for public information and education to users and non-users.
 - d. Marketing program.
 - e. Ability to achieve interoperability or integration with other modes of transportation.
7. DATA: Describe in detail the front and back-end technology. Include data availability, specifications, and content.
- a. Scope and specifications of data available. Including ability to meet the LADOT Mobility Data Specifications: <http://github.com/CityOfLosAngeles/mobilityv-data-specification..>
 - b. Method of tracking device utilization and availability.
 - c. Method of making data available to the City, including components/details of a data dashboard. Include screenshots, and provide examples of any similar monthly reports.
 - d. Plan for monitoring system effectiveness, customer satisfaction, and municipal relationships over time.
 - e. Plan to comply with financial privacy laws and best practices. Provide your most recent third-party PCI audit. Plan to protect personal customer data.
 - f. Describe what, if any, user data you intend to collect and sell; and if so how this will be communicated to users and how they will be able to opt-out.
8. Non-Discrimination Policy Acknowledgment (Exhibit A)
9. Non-Collusion Affidavit (Exhibit B)
10. Oaks Initiative Disclosure Form (Exhibit C)

Requirements

Each operator, including its owners, officers, managers, employees, agents, contractors and volunteers, is responsible for complying with all applicable state and local laws and regulations, including the Council Ordinance and associated Administrative Regulations.

- **Permitting.** Each operator must obtain and maintain all required permits and licenses. The required permits and licenses must be obtained prior to commencing operations.
- **Insurance.** Operator agrees that, at no cost or expense to the City, at all times during the Operator's participation in the Pilot Program, Operator will maintain the insurance coverage set forth in Exhibit "D" to this Agreement.
- **Indemnification.** Each operator must indemnify the City as set forth in Exhibit "D" to this Agreement.
- **User Release:** Each operator must require users to execute a release of all claims against the City consistent with the Exhibit "E" and the requirements set forth in Section 3.17.1 of the Administrative Regulations.
- **Compliance Liaison.** The operator must identify a liaison for both regular businesses hours and after hours prior to the issuance of a permit.

Selection Application Submission

Applications must be received by the City of Santa Monica no later than 2:00 pm (PST), Friday July 27, 2018. Submissions must include 8 hard copies and one electronic copy (in PDF format on a flash drive) of the application. Please provide the PDF in one consolidated file that is organized identically to the hard copy package. Please print all hard copies double-sided and submit without use of binders, plastic covers, or plastic dividers. Application submissions must be addressed to:

Peter Dzewaltowski, Transportation Planner
Mobility Division, Planning and Community Development
City of Santa Monica
ATTN: Shared Mobility Pilot Program Application
1685 Main Street, Room 115
Santa Monica, CA 90401
Peter.dzewaltowski@smgov.net

PLEASE NOTE: SELECTION APPLICATIONS NOT RECEIVED BY THE PUBLISHED DEADLINE SHALL NOT BE CONSIDERED, WITHOUT EXCEPTION. To be considered "Received on Time", the application must be delivered to the authorized contact at the address above prior to 2:00pm (Pacific time) on Friday July 27, 2018 or before. Mailed or shipped applications must also arrived by the deadline to be considered.

Review Process

Submitted proposals will be reviewed by City staff. Applications must include all required materials. The Selection Committee will provide the Director of Planning and Community Development with recommended selectees along with proposed ranked scores for each qualified applicant based on the selection criteria listed above. The Director of Planning & Community Development will review all materials and recommendations de novo and will make the final selection. Up to four selected operators will be issued Preliminary Selection Letters that can be used to apply for the necessary Operator Permit.

Nothing contained in this request shall create any contractual relationship between an applicant and the City. The City accepts no financial responsibility for costs incurred by any applicant regarding this request.

It is understood that if a selected applicant fails to timely obtain all applicable permits, licenses and approvals for operation, the City may terminate the applicant and authorize the next highest ranked applicant to proceed with obtaining all applicable permits as if that applicant was selected in the first instance. The City reserves the right to reject any or all applications and select fewer than four operators. .

Proposed Schedule

Release of Request for Applications	July 10, 2018
Applicant Conference	July 13, 2018 (9am)
Deadline for Applications	July 27, 2018 (2pm)
Public Posting of Recommendations	August 10, 2018
Public Comment Deadline	August 17, 2018 (2pm)
Final Selection Posted	August 30, 2018
Program Launch Date	September 17, 2018

EXHIBIT A



City of Santa Monica Non-Discrimination Policy Acknowledgment

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
 - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
 - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
 - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Consultant shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
- (2) Consultant shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Consultant of a complaint with respect to any alleged discrimination in the provision of services by Consultant's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Consultant of these procedures. A copy of these procedures shall be posted by Consultant in a conspicuous place, available and open to the public, in each of Consultant's facilities where services are provided hereunder.

B. Non-discrimination in Employment

- (1) Consultant certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
- (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
 - (b) Selection for training, including apprenticeship.

- (2) Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- (3) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
- (4) Consultant shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination policy.
- (5) Consultant certifies and agrees that it will deal with its sub-consultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
- (6) In accordance with applicable State and Federal law, Consultant shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Consultant shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
- (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal non-discrimination laws shall constitute a finding by City that Consultant has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Consultant violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- (9) Consultant hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Consultant receiving Federal Financial Assistance.

Signature/Date

Name of Proposer



EXHIBIT B

**NON-COLLUSION DECLARATION TO ACCOMPANY
PROPOSALS OR BIDS**

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

_____, being first duly sworn, deposes, and says: that He/She is:

(Insert "Sole Owner," "A Partner", "President," "Secretary," or other proper title)

of _____
(Insert name of proposer)

Who submits herewith to the City of Santa Monica the attached proposal; that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Declarant further deposes and says: that the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other proposer. (strike out words not appropriate)

Declarant further deposes and says that prior to the public opening and recording of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and
- (d) Did not, directly or indirectly, submit his, her, its, or their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposal in his, her, its, or their business. (strike out words not appropriate)

I declare under penalty of perjury that the foregoing is true and correct.

Signature/Date

Name of Proposer



EXHIBIT C

CITY OF SANTA MONICA OAKS INITIATIVE NOTICE

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. The Oaks Initiative requires the City to provide this notice and information about the Initiative's requirements. You may obtain a full copy of the Initiative's text from the City Clerk.

This information is required by City Charter Article XXII—Taxpayer Protection. It prohibits a public official from receiving, and a person or entity from conferring, specified personal benefits or campaign advantages from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. The prohibition applies within and outside of the geographical boundaries of Santa Monica.

All persons or entities applying or receiving public benefits from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of persons with more than a 10% equity, participation or revenue interest. An exception exists for persons serving in those capacities as volunteers, without compensation, for organizations exempt from income taxes under Section 501(c)(3), (4), or (6), of the Internal Revenue Code. However, this exception does not apply if the organization is a political committee or controls political committees. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000 over a 12-month period.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form. This information must be updated and supplied every 12 months.



CITY OF SANTA MONICA OAKS INITIATIVE DISCLOSURE FORM

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a “public benefit.” If the “public benefit” is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity.

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12- month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax “abatement, exception, or benefit” of a value in excess of \$5,000 in any 12-month period; or
7. Payment of “cash or specie” of a net value to the recipient of \$10,000 in any 12-month period.

Name(s) of persons or entities receiving public benefit:

Name(s) of trustees, directors, partners, and officers:

Name(s) of persons with more than a 10% equity, participation, or revenue interest:

Prepared by: _____ Title: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

FOR CITY USE ONLY:	
Bid/PO/Contract # _____	Permit # _____



EXHIBIT D

INDEMNIFICATION AND INSURANCE AGREEMENT

This Indemnification and Insurance Agreement (“Agreement”) is entered into on _____, 2018, by and between the **CITY OF SANTA MONICA**, a municipal corporation (“City”) and _____ (“Operator”).

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. Operator is qualified to do business, and is doing business, in the State of California. Pursuant to Santa Monica Municipal Code Section 3.21 (“Shared Mobility Device Pilot Program” or “Pilot Program”), City’s Director of Planning and Community Development selected Operator to receive a Shared Mobility Permit Operator Permit (“Permit”) authorizing the deployment of a Shared Mobility Device within the City.
- C. Under Santa Monica Municipal Code Sections 3.21.070(a) and (b), Operator’s participation in the Pilot Program and the issuance of the Permit is contingent on Operator executing an indemnification agreement and maintaining insurance coverage limits as determined by the City’s Risk Manager.
- D. City and Operator desire to enter into this Agreement upon the terms and conditions set forth below.

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

1. AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS. Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City’s issuance of or decision to approve an Operator Permit, the process used by the City in making decisions, Operator’s participation in the Shared Mobility Device Pilot Program, the Operator’s (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of the Operator’s device or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses at its sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as

proposed by Operator. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Operator, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

2. INSURANCE. Operator agrees that, at no cost or expense to the City, at all times during the Operator's participation in the Pilot Program, Operator will maintain the insurance coverage set forth in Attachment "A" to this Agreement.

3. AMENDMENT/INTERPRETATION OF THIS AGREEMENT. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. SECTION HEADINGS. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. WAIVER. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. SEVERABILITY AND GOVERNING LAW. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

7. NOTICES. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to Operator:

If to City:

Mobility Division, Planning and Community Development
City of Santa Monica
1685 Main Street, Room 115
Santa Monica, CA 90401

ATTN: Peter Dzewaltowski, Transportation Planner

With a copy to:

Santa Monica City Attorney's Office
1685 Main Street. Third Floor
Santa Monica, CA 90401
Attention Lane, Dilg, City Attorney

8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. EFFECTIVE DATE. This Agreement will be effective as of the date of the signature of City's representative as indicated below in City's signature block.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By:

RICK COLE
City Manager

APPROVED AS TO FORM:

LANE DILG
City Attorney

OPERATOR

By:

Name:

Title:

Attachment A Insurance Requirements

Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$5,000,000 per occurrence and no annual aggregate.
2. **Workers’ Compensation:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If the Operator maintains broader coverage or higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to the broader coverage or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status:** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy. CGL coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37).
 - b. **Primary Coverage:** For any claims related to this Agreement, the Operator’s insurance shall be primary coverage as least as broad as Insurance Services Office Form CG 20 01 04 13 as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Operator’s insurance and shall not contribute with it.
 - c. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
 - d. **Waiver of Subrogation:** Operator hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of Santa Monica by virtue of payment of any loss. Operator agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Monica for all work performed by the Operator, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Operator to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the City of Santa Monica.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Verification of Coverage

Operator shall furnish the City of Santa Monica with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Santa Monica before the permit is issued. However, failure to obtain required documents prior to the permit issuance shall not waive the Operator's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Operator, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Operator resulting from said breach.



EXHIBIT E

Shared Mobility Device User Release

(Operators must include release language in their applications and each rider must affirmatively sign or check a box within the application notating consent. Operators must obtain an affirmative signature or box check from riders as a condition for participating in the Shared Mobility Device Pilot Program.)

For and in consideration of rental and use of the [Bike, Scooter], rider, for himself or herself and on behalf of rider's heirs, executors, administrators and assigns, forever releases and relinquishes and discharges the City and its elected and appointed officials, officers, employees, agents, contractors, and volunteers (Collectively, the "City") from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to rider or to third parties (Collectively, "Claims"), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, placement, use and/or operation of the Operator's equipment, including the bikes, scooter, or the Operator's website, including any and all claims related to the sole or partial negligence of the City or any other party. Rider hereby expressly waives any claims against the City which rider does not know or suspect to exist in his or her favor at the time of renting a bike or scooter, and expressly waives rider's rights under any statutes that purport to preserve rider's unknown claims.