

**City of Richmond**

***Shared Mobility Devices (Scooters & Bicycles) Program***

**Permit Application Instructions**

The Shared Mobility Devices (Scooters & Bicycles) Program has been established pursuant to Richmond City Code Sec. 25-125, et seq., and it to be administered by the City of Richmond's Department of Public Works (DPW). The Shared Mobility Devices (Scooters & Bicycles) Program Permit allows permitted Shared Mobility Devices Operators to park shared mobility devices in the City of Richmond, subject to all Program requirements. DPW will review completed applications, and determine whether each applicant is in conformity with the requirements set forth in the applicable sections of City Code and in DPW's rules, regulations, and guidelines, contained herein or as may otherwise be issued by DPW. DPW rules, regulations, and guidelines applicable to the Shared Mobility Devices Program may be modified in accordance with City Code Sec. 24-126.

After evaluating an applicant’s permit application, the Director of DPW or designee shall either grant the Permit as requested, grant the Permit with modifications, or deny the Permit. Where the Permit is granted with modifications or denied, the Director or designee shall explain the basis for the decision.

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# Application Submission Instructions

The City of Richmond will only consider completed applications. A completed application must include the following components:

* + Application Fee of $1,500 made out to City of Richmond
		- This non-refundable application fee covers the cost to evaluate the application
	+ Signed Application
		- 1 copy mailed or delivered to the City of Richmond offices
		- PDF sent by email
	+ Application Materials per Application Checklist
		- 2 hard copies mailed or delivered to the City of Richmond offices
		- PDF sent by email

Mail:

In Person Delivery:

City of Richmond

Department of Public Works

Attn: Lynne Lancaster

900 E Broad St, Room 102

Richmond, VA, 23219

City of Richmond Shared Mobility Devices Program Permit

900 E Broad St, Room 102

Richmond, VA, 23219

# Permit Costs

The following payments must be made in order for a Shared Mobility Device Program Permit application to be accepted and a permit issued:

1. A non-refundable permit application fee of $1,500, due at the time of application. This covers the cost of staff time to review applications and no application will be considered complete before this payment is remitted.
2. Annual Fee Structure (due at time of permit issuance)

Tier

I 0 – 100 devices $ 20,000 / year

II 101 – 200 devices $ 30,000 / year

III 201 – 500 devices $ 40,000 / year

 Additional devices > 500 $ 72 / device per year

 3. Reinstatement Fee (non-refundable) $ 2,500

# Application Materials

Applicants seeking a Shared Mobility Device Program Permit should provide the following information along with the Permit and Application Checklist Form:

## Pricing Structure

* + Description of pricing structure including low-income and other discounted customer plans, including cash payment

## Shared Mobility Device Availability and Service Area

* + Proposed Hours of operation
	+ Storage of shared mobility devices during non-operational hours
	+ Proposed fleet size and service area at launch
		- How many shared mobility devices would you deploy in different portions of the service area, including disadvantaged communities?
		- Would your deployment area change depending on the number of shared mobility devices you are permitted for?
		- Describe methods for deploying and redistributing shared mobility devices
		- Would your service area apply to where users are allowed to deposit shared mobility devices?
		- Provide map of proposed service area

## Plan for Safe Riding and Storage of a Shared Mobility Device

* + Proposed approach to ensure compliance with laws - The City of Richmond will monitor the degree to which motorized scooter and bike share program users comply with applicable laws, particularly related to riding on sidewalks and safe parking of scooters and bikes. If the City of Richmond in its sole discretion determines that the permittee’s users are not sufficiently compliant with applicable laws, the City of Richmond may require that the permittee implement additional measures or may revoke the permit.
		- Describe any education, incentives, training, scooter modifications, notification systems, infrastructure, etc. you propose.
		- Describe how you would monitor compliance, including any technology innovations that allow monitoring, and how you would address users who are noncompliant.
	+ Describe how you would phase in additional measures if your initial approach does not achieve desired levels of compliance.
		- The City of Richmond is potentially interested in a tethering/locking pilot. Describe opportunities to consider a tether or locking mechanism for the shared mobility devices to be secured to fixed objects and how much notice would be needed in order to deploy such a program if determined necessary by the City of Richmond.
	+ How will you ensure customers have valid driver’s licenses as allowed by law?

## Shared Mobility Devices Recharging Plan

* + Describe how shared mobility devices will be recharged
		- How will you know when a shared mobility device needs to be recharged?
		- Will independent contractors be used to charge shared mobility devices? If so, describe the incentive structure for charging shared mobility devices and any information provided to contractors concerning safe charging practices.
		- How will the permittee minimize potential negative impacts associated with practices related to collecting, redistributing, and recharging shared mobility devices? Will the permittee document new vehicle miles generated by collecting, redistributing and charging activities?

E. Maintenance and Cleaning

* + How will you know when a shared mobility device needs maintenance?
	+ Describe approach to maintenance, cleaning, and repair of shared mobility devices, including shared mobility device battery lifespan
	+ Describe how you will comply with the producer responsibility policies, including taking responsibility for the shared mobility devices throughout their life cycles by properly managing hazardous components including batteries, reducing the need for new shared mobility devices through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts.
	+ What fleet size is needed to maintain a given number of active shared mobility devices?

F. Hiring and Labor Plan

* + Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your Shared Mobility Device program

G. Community Outreach Plan

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

H. Experience and Qualifications

* + Describe your qualifications to operate a Shared Mobility Device program including experience operating other shared mobility programs in North America.
* If you have ever operated a Shared Mobility Device program in the City of Richmond, describe how you complied with applicable laws, including your efforts to ensure compliance by your users with applicable laws, your efforts to work in good faith with staff from the City of Richmond, and your expeditious compliance with previous enforcement efforts and payment of administrative charges to the City of Richmond for right-of-way violations (including sidewalk obstruction).

## Privacy Policy, User Agreements, and Terms of Service

* + Provide any privacy policies, user agreements, and/or terms of service in plain text for review
	+ Provide screen shots of all locations where this language would be shared with customers including method for obtaining user acknowledgement/agreement.

 J. Images and Description of a Shared Mobility Device (Scooter or Bicycle)

* + Provide images and equipment specifications of scooters and/or bicycles meeting the Rules and Regulations Safety Requirements.

 K. Images and Description of Mobile Application

* + Provide image(s) of screen shots of relevant mobile application.

 L. Proof of Business Registration

Please attach a copy of your business registration. If your business is not yet registered with the City of Richmond, supply a statement of intent to register your business in advance of being issued a permit. The City of Richmond will require proof of registration before issuing a permit to accepted permittees.

 M. Proof of Insurance / Proof of Indemnification

 Please attach a certificate of insurance as well as an endorsement of additional insured, per specifications included in Appendix II. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit. The City of Richmond will require certificates of insurance as well as an endorsement of

Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

# Appendix I. Permit Requirements

The following requirements will be included in the Terms and Conditions of any permits issued under the City of Richmond Shared Mobility Device Program. In submitting an application, applicants acknowledge that they agree to abide by these requirements if issued a permit.

## General Requirements

1. If the City of Richmond Public Works, or any other City agency, department, or commission, including the City Attorney’s Office, incurs any costs for addressing or abating any violations of law, including repair or maintenance of public property, the Permittee, upon receiving written notice from the City of Richmond regarding such costs, shall reimburse the City for these costs within thirty days. Any payment made pursuant to this paragraph shall not substitute for any payment otherwise owed or to be paid to the City of Richmond.
2. The City of Richmond reserves the right to revoke any permit issued if the permittee violates any terms of the permit or is found to have misrepresented any aspect of their application.
3. A permit may not be transferred without the prior written approval of the Director of Public Works or designee. Permittee shall promptly notify City of Richmond of any changes to Permittee’s corporate structure or ownership. Failure to do so, shall be cause for revocation of the permit. For purposes of this paragraph, “transfer” shall include the sale or other exchange of 50% or more of the ownership or control of a permittee to a third party.
4. Permittee agrees to indemnify and hold the City of Richmond, its departments, commissions, boards, officers, employees, and agents (collectively, “Indemnitees”) harmless in accordance with the indemnification requirements set forth in Appendix II.
5. Permittee shall comply with all applicable federal, state, and local laws.
6. Permittee agrees to limit the total number of their devices (scooters and/or bicycles) parked or in use in the City of Richmond to the number assigned by the City in their permit. This number shall include the total number of devices (scooters and/or bicycles) that are either being rented or that have been left on public property, whether they are available for hire, or whether they are unavailable due to needing recharging.
7. Any impounded shared mobility device shall count against the total number of shared mobility devices that the permittee may have in operation under such permittee’s permit.
8. Permittee shall provide compliance reports to the City of Richmond at 3, 6, and 12 months from date of permit issuance documenting the permittee’s implementation of the plans proposed in their application.

 9. Adhere to City Parking laws. (Section 27, Article VI, Division I of the City Code)

 10. A Permit may be revoked at any time by Director of Public Works and/or designee for

 non-compliance with conditions set forth in approved permit or for non-conformance with City of

Richmond rules and regulations for Shared Mobility Device Program. A $2,500 reinstatement fee will be required should a Permit be revoked. Two (2) revocations of an approved Permit within the annual term of the permit may result in denial of future permit applications by the Applicant.

## Customer Service Requirements

1. Permittee shall provide the City of Richmond with an up to date contact name and direct phone number for staff that are responsible for collecting and rebalancing Shared Mobility devices (scooters and bicycles).

 2. Upon notification by the City of Richmond any scooter and/or bike belonging to Shared Mobility Devices Program Operator that is improperly parked, left standing, or unattended on any sidewalk, street, or public right-of-way under the jurisdiction of the City, the Shared Mobility Device Operator shall remove the device within 24 hours.

 3. Permittee shall have a customer service phone number, staffed during hours when permittee has scooters and/or bicycles in the public right of way, for customers to report safety concerns, complaints, or ask questions.

 4. Customers using devices that are permitted under this program must be provided with a mechanism to notify the Permittee that there is a safety or maintenance issue with the device.

## Equitable Service Requirements

 1. Permittee is encouraged to maintain a multilingual website and app.

 2. Permittee is encouraged to offer a low-income customer plan that waives any applicable device deposit and offers an affordable cash payment option to any customer with an income level at or below the federal poverty guidelines, subject to annual renewal.

 3. Mobile apps and other customer interface technology must be fully accessible to persons with disabilities.

 4. Permittee shall notify the City in writing prior to implementing any changes to their approved Service Area Plan.

## User Protections

 1. Permittee is encouraged to employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

 2. Permittee is encouraged to provide a privacy policy that safeguards customers’ personal, financial, and data security.

 3. Permittee is encouraged to provide customers the opportunity to explicitly assent to any privacy policy, terms of service, or user agreements. Permittee is encouraged to provide customers the ability to decline sharing any data not required to enable the Permittee to process and complete the transaction.

 4. Permittee shall produce a privacy policy that complies with the City of Richmond and any applicable data protection laws.

 5. Permittee is encouraged to not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its privacy policy and encouraged to provide an opportunity for the customer to explicitly assent prior to any changes to its data practices, including uses of data Permittee collected under a prior policy.

 6. Permittee shall collect personal data of customers only in accordance with applicable law.

 7. Permittee is encouraged to disclose any and all existing data sharing agreements and encouraged to notify the City of Richmond in advance of any prospective partnership, acquisition or other data sharing agreement. Permittee is encouraged not to engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

## Vehicle Specifications

 1. The current contact phone number for the Shared Mobility Device Operator Customer Service line shall be prominently displayed on all Shared Mobility Devices.

 2. A unique identification number shall be prominently displayed on both sides of the Shared Mobility Devices.

 3. Each Shared Mobility Device shall be equipped with an on-board GPS device capable of providing real-time location data.

 4. All Shared Mobility Devices shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, a bell, and front and rear lighting.

 5. All Shared Mobility Devices should be certified as safe to operate under any applicable standard by Underwriters Laboratories or an equivalent safety rating agency.

 6. All Shared Mobility Devices should be equipped with devices that allow the permittee to remotely render a Shared Mobility Devices inoperable that has been reported as being either damaged or defective.

 7. All Shared Mobility Devices shall have a top motor-assisted speed of 15 mph.

## Safe Riding and Storage of Shared Mobility Devices

##  1. Permittee is responsible for educating their employees and Shared Mobility Device users regarding state and local laws governing the safe operation and parking of Shared Mobility Devices in Richmond. This includes providing notification about key laws governing operation on each device.

 2. If the City of Richmond determines in its sole discretion that the use or operation of Permittee’s Shared Mobility Devices in violation of applicable laws governing the safe operation and parking of Shared Mobility Devices, including but not limited to, operation on sidewalks, and parking requirements, has created a threat to public health and safety, such determination shall be grounds for permit revocation at the discretion of the Director.

3. Shared Mobility Devices shall be parked standing upright and outside the path of travel in the buffer zone as shown in Appendix III. The City of Richmond will provide detailed specifications to clarify existing City regulations prohibiting obstruction of the right of way (Figure 1 – Rules and Regulations). The Permittee shall instruct customers how to park a Shared Mobility Device properly.

## Distribution of Shared Mobility Devices

 1. Permittee is responsible for monitoring distribution of shared mobility devices available to customers according to parameters proposed by the Permittee through this application and approved by the City of Richmond. Each daily device deployment must match agreed upon parameters for the number of Shared Mobility Devices within sub-areas of the Permittee’s approved service area.

 2. If determined by DPW Director or designee for the reason of safety or to insure free flow of traffic, Permittee shall stop placing devices or allowing contractors to place devices in front of any address provided by the City of Richmond, within 48 hours of notice.

 3. Permittee shall apply geofencing specifications provided by the City of Richmond to prohibit parking/locking devices in specified areas and geographic areas of the City or to direct users to specified designated parking area (e.g., at an event venue), within one week of notice.

 4. During deployment and rebalancing, employees and contractors of the Permittee shall obey all City of Richmond operating guidelines and shall not block traffic lanes, parking lanes, and bus lanes without receiving prior permit approval.

## Data Sharing Requirements

1. Permittee agrees that the City may use a third-party researcher to evaluate the Shared Mobility Device Program. Permittee is encouraged to share all data with the third-party researcher necessary for purposes of the evaluating or enforcing the requirements in this permit.

 2. Permittee is encouraged to administer two customer surveys within the permit year, using questions provided by the City of Richmond. The survey will include questions regarding travel behavior and basic socioeconomic indicators that will help the City of Richmond evaluate how the provider’s services support the agency’s goals for transportation in Richmond.

 3. Permittee is encouraged to keep a record of maintenance activities, including but not limited to Shared Mobility Devices identification number and maintenance performed. These records should be shared with the City of Richmond on a monthly basis.

 4. Permittee is encouraged to make available real-time and archival information for their entire City of Richmond Shared Mobility Device fleet. This data will ensure the City of Richmond can successfully manage the Shared Mobility Device Program and execute related planning efforts in support of the agency’s strategic goals. Data provided will include real-time location, event, and status information provided by on-board GPS devices put on all Shared Mobility Devices, anonymized data for each trip record, historic/archival data, and key system information. Real-time data will be shared via documented Application Programming Interface (API). The City of Richmond will also provide details regarding historic/archival transfer protocols, including the frequency and schedule for data to be delivered. Except as otherwise provided herein, Permittee will not share personally identifiable information with the City. At a minimum, providers will supply:

* 1. Vendor/operator information
	2. Daily drop-off locations or aggregation sites/zones
	3. System alerts
	4. Pricing plans
	5. Real-time location, event, and status information
	6. Trip-level details including start/end location/time, duration, and distance traveled
	7. Trip-level breadcrumb trails listing all GPS readings for each scooter
	8. Vendor calendars detailing planned hours of operation and planned exceptions
	9. Crashes, injuries, and complaints

 5. The Permittee is directly responsible for providing the API key to the City of Richmond and shall not refer the City to another subsidiary or parent company representative for API access. The City of Richmond shall be permitted to publicly use Permittee’s API and display real-time data.

 6. Permittee may be asked to provide monthly reports of all calls and emails received through their customer service hotline and contact email including telephone wait times, email response times, and the nature of the customer inquiry.

 7. Permittee is encouraged to submit any collected aggregate user demographic data gathered by the system application that does not identify individual users, payment methods or individual trip history, to the City of Richmond not less than monthly, using anonymized keys.

 8. Permittee shall share personally identifiable information in Permittee’s possession about a Shared Mobility Device user with the City where there is an injury alleged to be related to a Shared Mobility Device, or a claim or lawsuit against the City and the scooter user may have information about, or responsibility for, the claim.

9. All information, data, and documents provided by Permittee to the City pursuant to this application, or otherwise, are public records and may be subject to disclosure pursuant the Virginia Freedom of Information Act.

# Appendix II. Insurance and Indemnification Requirements

## Insurance Requirements

**A. Required Coverages**

a. The Applicant shall provide and keep in full force and effect during the performance of the contract the kinds and amounts of insurance prescribed in this section, and shall comply with all other provisions of this section. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia and acceptable to the City. The Applicant shall pay all premiums and other costs of such insurance. It will be assumed that the consideration paid or to be paid to the Applicant for the performance of the contract includes the premiums and other costs of such insurance and that the City shall not be responsible therefore. Each insurance policy and certificate of insurance shall be signed by duly authorized representatives of such insurance companies, which shall be licensed to business in the Commonwealth of Virginia and shall be countersigned by duly authorized local agents of such companies. The certificates and evidence of coverage must be complete before the City issues the permit.

b. All certificates of insurance shall show the Permittee’s permit application number. The Applicant shall not be required to furnish the City with copies of the insurance contracts required by this paragraph unless requested from time to time by the Director of Public Works but the Applicant shall provide a certificate of insurance issued by such insurance companies in which the company shall irrevocably warrant that the insurance is provided to enable the Applicant to comply with and provide the required insurance provided. The certificate of insurance shall reflect that it will not be canceled or modified by the insurer for non-payment of premiums or otherwise unless at least thirty (30) days prior notice to that effect is given the Director of Public Works by registered mail, return receipt requested, that the underlying insurance contract has been endorsed accordingly. The insurance contract shall provide that the insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies

 **B. Schedule of Required Insurance Coverages**

a. Commercial General Liability Insurance with a combined single limit of not less than $3,000,000 per occurrence/$5,000,000 aggregate. May be satisfied with underlying coverage and an excess or umbrella policy.

b. Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

c. Statutory Workers’ Compensation and Employers’ Liability with the Alternate Employers Endorsement WC 000301. If any employee of the Applicant is not subject to the provisions of the

Virginia Worker's Compensation Act, the Applicant shall nevertheless insure payment of the same

compensation to such employee as is provided for by the Virginia Workers’ Compensation Act.

d. Professional Errors and Omissions Insurance with limits of not less than $1,000,000 per occurrence. (Submit only if applicable.)

e. Other insurance as required based upon the nature of the Permit.

f. All insurance contracts (other than workers’ compensation) shall name the City as an additional insured, and the Applicant shall furnish the City with a copy of the policy endorsement naming the City, as an additional insured for each policy required under this section before the City issues the Permit.

 **C. Indemnity and Liability**

 The Applicant shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Applicant of its obligations specified in this Permit, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Applicant, its officers, agents, subcontractors, and employees.

 Further, the Applicant shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Applicant, its subcontractors, its agents or its employees under or in connection with this Permit. The Applicant shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys’ fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Applicant shall, upon written demand by the City, assume and defend at the Applicant’s sole expense any and all such claims or legal actions.

 In accordance with City Code Sec. 24-128(b)(8), Permittee shall execute a release, waiver of liability and indemnification agreement prior to the issuance of any permit.

# Appendix III. Rendering of Buffer Zone for the shared mobility device parking

