

Bill de Blasio
Mayor

The City of New York
Department of Transportation

Polly Trottenberg
Commissioner



New York City Department of Transportation

Request for Expressions of Interest regarding
a borough-wide demonstration project of
Dockless Bike Share on Staten Island

PIN: 84119RFEI348

Addendum #1
May 13, 2019

Notice to Respondents

Attached hereto are NYCDOT responses to questions received from the interested vendor community.

- Q1. What is the maximum combined bike fleet size you foresee as part of this RFEI?
- A1. *The initial combined bike Project fleet size will be determined in consideration of responses to the RFEI as outlined in section 3.10.1, and may be modified over the course of the pilot based on Project orderliness, maintenance, usage and feedback from participating vendors.*
- Q2. Do you have a target for total number of operators?
- A2. *NYC DOT estimates that 3-4 operators would be ideal, however NYC DOT would consider additional or fewer operators, or even a single operator, depending on the number of qualified responses to the RFEI.*
- Q3. How will success be measured at the end of the Project?
- A3. *Success of the Project will be based on the ability of the Project to provide a useful transportation amenity to the entire borough of Staten Island without causing significant negative impacts to the public right of way, public realm, and public safety.*
- Q4. Considering Staten Island's size, what are the rebalancing requirements for each operator? Will operators have discretion in where they deploy bikes?
- A4. *As a pilot, the Project's rebalancing service levels will be focused on safety and setting requirements in regards to too many bikes in one place. NYC DOT will assess operators' abilities to rebalance bikes to provide service to all of Staten Island without setting specific rebalancing requirements. Operators will have discretion over where they chose to deploy the bikes but should bear in mind that the success of the Project will be based on the ability of operators to provide a useful transportation service to the entire borough.*
- Q5. What's the timetable for moving towards city-wide expansion (beyond this RFEI)?
- A5. *The timetable for moving towards dockless bike share service expansion, in the non-Citi Bike exclusive zone, will be determined based on the outcome of the dockless bike share pilots.*
- Q6. Section 3.6.3.2 reads: "Dockless service must include mechanisms to ensure that dockless bicycles can only be locked or unlocked within corrals in portions of the Project service area where Corrals are present". Can you elaborate on this requirement?
- A6. *Corrals will be deployed in order to ensure that dockless bikes do not disrupt the public right-of-way where there is high demand. The best examples of a location where corrals are likely to be required for the Project is the St. George Ferry Terminal. Ideally, dockless bikes will ultimately include mechanisms that can identify when the bike is located within a corral, but in the interim operators may use staff to manage parking compliance where corrals are present.*

Q7. Will DOT permit operators to exclude certain areas of the borough, such as the Staten Island Transfer Station and uninhabited areas that would be dangerous for riders to enter, and create an operational burden for businesses?

A7. *Yes, at NYC DOT's discretion, operators can exclude areas with minimal residential or commercial activity from being accessible to dockless bikeshare riders.*

Q8. Who does NYCDOT anticipate will be responsible for covering the cost of design, implementation, and maintenance of designated parking places/corrals?

A8. *Designated dockless parking designs, implementation, and maintenance strategies will be developed in consideration of responses to the RFEI and the experience gained throughout the course of the Project.*

Q9. In the context of bicycle rebalancing and obstruction, has DOT already defined the terms "immediately" and "excessive accumulation"? Or, should operators suggest best practices in their response?

A9. *Public safety is NYC DOT's top priority. Operators should strive to ensure their services do not obstruct the public right-of-way or otherwise create hazardous conditions, and if such hazards occur must rectify them immediately.*

Q10. The MDS Provider API includes sensitive trip and rider location data, including precise GPS, timestamp, and route information for individual trips -- data that can easily re-identify an individual rider. As such, would DOT be willing to receive MDS Provider data using the SharedStreets Micromobility Connector (or similar aggregation method)? DOT would be able to query the API every 15 minutes, while protecting highly sensitive user personal information. For clarity, GBFS would be provided in real-time.

A10. *No.*

Q11. What will be the required components of the monthly report to NYCDOT?

A11. *At a minimum, the monthly report is expected to be similar to the format required for the dockless bike share demonstration projects currently in operation. (see below) However the final monthly report structure will be developed in advance of the Project and in consideration of responses to the RFEI, and may differ from what is shown below.*

Monthly Report

A222. During the Term and on a monthly basis, the Company shall deliver a report, by the Wednesday of the week following the end of the previous month, to the NYCDOT, with all of the data described below, and in a form that is acceptable to NYCDOT:

i. Ridership

- a. Use of a Bicycle from unlocking to locking (a "Trip");
- b. Trips per Day, per week and per month;
- c. Trip Breakdown of total Trips per Day of the week and per hour of the Day, for the entire System;
- d. Average duration of Trips for the entire System;
- e. Average and total length of Trips (straight-line distance) for the entire System;
- f. Distribution of Trip origin and destination;

ii. Environmental Impact

- a. Total and average calories burned per Day/month for the entire System, based on calculation using total and average Trip durations;
- b. Carbon offset per Day and month for the entire System, based on calculation using total miles traveled;
- c. Average carbon offset per member based on "total members per total carbon offset";

iii. Rebalancing Operations

- a. Number of Bicycles rebalanced per Day;
- b. Bicycles on the street per Day and the Bicycles location;

iv. Bicycle Maintenance Operations

- a. Count of Bicycles checked per Day and month;
- b. Count of Bicycles repaired per Day and month;
- c. Average time per repair;
- a. Breakdown of repair type (minor, major, and annual overhaul); and
- b. Breakdown of the cause of repair need (normal wear, crash, warranty failure, and vandalism);

ii. Incident Reporting

- a. List of all incidents (crash, vandalism, theft, and police action) with dates and summary of outcomes;
- b. Stolen and missing Bicycles list and status;

iii. Customer Service Reporting

- a. Number of calls and emails, with total and broken down by classification;

- b. Average time to answer call;
- c. Average time of call;
- d. Number of refunds and amount given per month;
- e. Upon call center software availability, number of calls of different types of issues, and average length of call;

iv. Customer Outreach

- a. Web site analytics;
- b. Facebook and twitter posts count and summary;
- c. Gift certificate sales summary;
- d. Corporate membership sales summary;

v. Financial Summary

- a. Weekly revenue generated from usage fees; and
- b. Weekly revenue generated from any other sources.

Q12. Is DOT open to the installation of proprietary hub-related infrastructure, such charging docks, and/or universal bike racks? What about the installation of these elements on private property?

A12. NYC DOT is open to discussions as the Project proceeds. Such infrastructure is not contemplated for installation before or at launch but respondents are welcome to outline their proposals in their response to the RFEI.

Q13. Would DOT be able to provide the insurance and indemnification requirements referenced?

A13. Insurance and indemnification requirements will be as follows.

**INDEMNIFICATION,
RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE**

1. To the fullest extent permitted by law, the Company shall indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this Agreement (regardless of whether or not the Company itself had been negligent) and/or the Company's failure to comply with the law or any of the requirements of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Company, the City and its officials and employees shall be partially indemnified by the Company to the fullest extent permitted by law.

2. The Company shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Company of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Company and/or its subcontractors in the performance of this Agreement. The Company shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the operations under this Agreement. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Company, the City shall be partially indemnified by the Company to the fullest extent permitted by Law.

3. The Company's obligation to defend, indemnify and hold the City and its officials and employees harmless shall not be (i) limited in any way by the Company's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City or its officers and employees to avail themselves of the benefits of such insurance.

4. The Company shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors.

5. The Company shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this Agreement.

6. The Company shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this Agreement, whether or not due to the negligence of the Company, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.

7. The Company shall use the Sites in compliance with, and shall not cause or permit the Sites to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Company or the Sites (collectively "Environmental Laws"). Except as may be agreed by the City as part of this Agreement, Company shall not cause or permit, or allow any of the Company's personnel to cause or permit, any Hazardous Materials to be brought upon, store, used generated, treated or disposed of on the Sites. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

8. The provisions of this Article shall survive the expiration or termination of this Agreement.

INSURANCE

1.1. The Company shall, upon the Effective Date, have all insurance required by this Section in effect and the Company shall ensure continuous insurance coverage in the manner, form, and limits required by this Section throughout the Term.

1.2. **Commercial General Liability Insurance:**

- 1.2.1. The Company shall maintain Commercial General Liability Insurance covering the Company as a named insured in the amount of at a minimum of \$10,000,000 per occurrence and a minimum of \$10,000,000 aggregate. The use of an Excess or Umbrella policy would be allowable to meet the limit. Such insurance shall protect the City and the Company from claims for property damage and bodily injury, including death, that may arise from any of the operations under this Agreement. Such insurance shall cover, inter alia, products liability. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 0001, and shall be “occurrence” based rather than “claims-made”; and
- 1.2.2. Such Commercial General Liability Insurance and any Umbrella and Excess Insurance shall name the City, together with its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

1.3. **Professional Liability Insurance:**

- 1.3.1. At DOT’s direction, if professional services are provided pursuant to this Agreement, then the Company shall maintain and submit evidence of Professional Liability Insurance appropriate to the types of such services to be provided under this Agreement in the amount of at least \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the assumed liability by the Company in providing professional services under this Agreement and arising out of the negligent acts, errors or omissions of the Company or anyone employed by the Company;
- 1.3.2. All subcontractors of the Company providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least \$1,000,000 per claim, and the Company shall provide to DOT, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to DOT; and
- 1.3.3. Claims-made policies shall be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) Years. If available as an option, the Company shall purchase extended reporting period coverage effective on the cancellation or termination of such insurance, unless a new policy is secured with a retroactive date, including at least the last policy Year.

1.4. **Workers’ Compensation, Disability Benefits, and Employer’s Liability Insurance:**

1.4.1. The Company shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, in accordance with the laws of the State of New York, on behalf of, or with regard to, all employees providing services under this Agreement.

1.5. Unemployment Insurance:

1.5.1. To the extent required by law, the Company shall provide Unemployment Insurance for its employees.

1.6. Business Automobile Liability Insurance:

1.6.1. If vehicles are used in the provision of services under this Agreement, then the Company shall maintain Business Automobile Liability insurance in the amount of at least \$1,000,000 each accident combined single limit for bodily injury and property damage and Excess or Umbrella Liability insurance to raise the aggregate coverage to a minimum of \$2,000,000 per accident for liability arising out of the ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement; and, such coverage shall be at least as broad as the most recently issued ISO Form CA0001; and

1.6.2. If vehicles are used for transporting hazardous materials, then the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48), as well as proof of MCS-90.

1.7. General Requirements for Insurance Coverage and Policies:

1.7.1. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and that have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City's Law Department;

1.7.2. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City;

1.7.3. The Company shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy;

1.7.4. There shall be no self-insurance program with regard to any insurance required under this Section, unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be

provided by traditional insurance required under this Section, including , but not limited to, the defense obligations that insurers are required to undertake in liability policies; and

- 1.7.5. The City's limits of coverage for all types of insurance required under this Section shall be the greater of (i) the minimum limits set forth in this Section, or (ii) the limits provided to the Company as a named insured under all primary, excess, and umbrella policies of that type of coverage.

1.8. Proof of Insurance:

- 1.8.1. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Company shall file one of the following within ten (10) Days of award of this Agreement (ACORD forms are not acceptable proof of workers' compensation coverage):

- (a) C-105.2 Certificate of Workers' Compensation Insurance;
- (b) U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
- (c) Request for WC/DB Exemption (Form CE-200);
- (d) Equivalent or successor forms used by the New York State Workers' Compensation Board; or
- (e) Other proof of insurance in a form acceptable to the City;

- 1.8.2. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Company shall file a certificate of insurance with the DOT within ten (10) Days of the Effective Date. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Company's general liability policy by which the City has been made an additional insured pursuant to Section C.1.2. All certificates of insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached as Exhibit D or copies of all policies referenced in the certificate of insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted;

- 1.8.3. Certificates of insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required

under Exhibit C. Such certificates of insurance shall comply with the requirements of Exhibit D, as applicable;

- 1.8.4. The Company shall provide the City with a copy of any policy required under this Section upon the demand for such policy by the Commissioner or the City's Law Department;
- 1.8.5. Acceptance by the Commissioner of a certificate or a policy does not excuse the Company from maintaining policies consistent with all provisions of this Section (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so; and
- 1.8.6. In the event the Company receives any notice from an insurance company or other person that any insurance policy required under this Section shall expire or be cancelled or terminated for any reason, the Company shall immediately forward a copy of such notice to both the Commissioner, and the "New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007".

1.9. Miscellaneous:

- 1.9.1. Whenever any notice of any loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Section, the Company shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Company may not have coverage under such policy (for example, where one of the Company's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and, the title of the claim or suit, if applicable. The Company shall simultaneously send a copy of such notice to the "City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007". If the Company fails to comply with the requirements of this paragraph, then the Company shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City;
- 1.9.2. The Company's failure to maintain any of the insurance required by this Section shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time;

- 1.9.3. Insurance coverage in the minimum amounts required in this Section shall not relieve the Company or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or applicable law;
- 1.9.4. The Company waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Section (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Company or its subcontractors in the performance of this Agreement; and
- 1.9.5. In the event the Company requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Company as an additional insured under such insurance, the Company shall ensure that such entity also names the City, including its officials and employees, as an additional insured, with coverage at least as broad as the most recently issued ISO form CG 20 26.

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of

) ss.:

County of

Sworn to before me this ____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____

Q14. Given the applicability of FOIL, would DOT consider either removing the request for applicants to provide highly sensitive confidential information regarding profitability and anticipated revenue streams (see Sections 4.5.2 and 4.5.4), or specify that this portion of the applicants' responses would be deemed confidential trade secret information not subject to public release?

A14. *Section 6.4 of the RFEI is amended to delete Section 6.4 and insert the following Section 6.4:*

“NYCDOT may be required to disclose elements of the proposals in response to this RFEI under the New York State Freedom of Information Law (“FOIL”). In order for NYCDOT to determine the sensitivity of the information provided in the proposals, the proposer must clearly indicate which specific sections it considers to contain commercially sensitive information (e.g. detailed pricing, proprietary information, trade secrets), and provide a detailed rationale as to why it considers that this information should be excluded from the scope of a FOIL request.”