



New York City Department of Transportation

Dockless Bike Share Program  
Request for Expressions of Interest

PIN: 84118RFEI223

**Addendum #1**

March 1, 2018

**Notice to Respondents**

Attached hereto are NYCDOT responses to questions from Respondents and Appendix A: Citi Bike Insurance Requirements.

## **DOCKLESS BIKE SHARE RFEI Q&A: QUESTIONS FROM RESPONDENTS AND NYCDOT RESPONSES**

Questions from respondents grouped by subject area in black text; NYCDOT responses in *red italics*.

### **Physical Standards for Bicycles**

1. In Section 4.4.1, Functional Specifications: Does DOT have a preferred size and design? Our understanding is that the current Citibike baskets are limited in their capacity to carry groceries and commuting bags.

*The RFEI seeks respondents' recommendations on bicycle design. NYCDOT will consider these recommendations and may define functional specifications in advance of any pilot launch. In regards to size, NYCDOT has a preference for bicycles that can accommodate an equal or greater range of user heights than Citi Bike bicycles.*

2. In Section 4.4.1, Tamper Resistant Hardware, including hidden cables; please define hidden cables.

*Cables, including but not limited to brake cables, that are routed internally through the bicycle's frame.*

### **Sample Bicycles**

3. Per section 5.10, can the DOT provide more information on the sample bicycle provision? Would this be a demonstration and will the demonstration be public? How long does DOT intend to keep the bikes?

*Sample bicycles will be purchased outright by NYCDOT for its internal use and examination and would not be made part of a public demonstration.*

4. 5.10.1 states that each Respondent should provide three (3) sample bicycles and connectivity to all essential system and locking components for review and use by DOT. What is meant by connectivity? Do we need to provide cell phones or just promo codes to ensure that DOT does not need to pay to unlock our bicycles?

*The latter: promo codes or other mechanisms as needed to simulate a user's experience with locating, unlocking, and locking a bicycle. If this experience is app-based, the bicycles provided to NYCDOT must interact with an app that is made available to NYCDOT (which will use its own mobile devices to access such app).*

5. If an identical sample bike is not ready by March 15, will this preclude us from participating in the pilot?

*NYCDOT must receive sample bicycles and have a period to use and evaluate them in advance of a Pilot launch. Note that the RFEI does not specify March 15 as delivery date for sample bicycles.*

## **Parking Corrals**

6. A clarification of 4.6.1, Bicycle Parking: Will the recommended corrals be shared by all service providers selected for a pilot? Are kiosks expected? Will DOT design the corrals?
7. Per question 5.3.2, can the City clarify its definition of a bike corral? Would it include striping? Would it include bike rack infrastructure?
8. Which areas of the ROW can the Corrals be in?
9. Who will pay for Corral construction, lost parking space and/or vendor space?
10. What are the legal or program restrictions relevant to installing or using (new or potential) corrals? Can corrals on private property be included as part of a pilot program?

11. Does New York City DOT envision that any of the newly developed bike corrals throughout the City be designated only for bike share bikes?

*Response to questions 6-11, above: NYCDOT seeks recommendations and ideas from respondents on bicycle Corral design, siting, and mechanisms for funding installation and maintenance. NYCDOT will determine requirements for Pilot Corrals following review and evaluation of RFEI responses and early Pilot programs. Note that we anticipate that the “smaller Pilot or Pilots,” as described in section 5.7.4.1, will not include Corrals.*

## **Parking General**

12. Per question 5.3.8, should vendors include a bike rack in this assumption?

*Question 5.3.8 seeks an estimate of the space the service’s bicycles would occupy when parked. If the proposed service would require bicycles to lock to a bike rack, please include racks in the assumption, as well as recommendations for spacing of installed bike racks for the scenarios in questions 5.3.8.1 and 5.3.8.2. (If the proposed service would allow the option, but not require bicycles to lock to a bike rack, please assume bicycles have been free-locked.)*

13. Does New York City DOT plan to require that the bike share bikes lock to bike racks or corrals, or will the City allow bikes to be parked in the public right-of-way, sidewalk, or street furniture zone?

*NYCDOT will consider Pilots for both free-locking services and services with bicycles intended to lock to permissible fixed elements, such as bicycle racks.*

14. How do you plan to define, manage and share dynamic virtual parking zones with dockless bikeshare providers?

*The RFEI seeks ideas and proposals to address these issues.*

15. Do you think it is relevant to have a real-time automatic feedback on parking zones’ levels of occupancy?

*Yes.*

## **E-Bikes**

16. As part of the pilot program(s), what percentage of the overall fleet would New York City DOT like to see be used for e-bikes or pedal-assist bikes?
17. Will NYCDOT permit electric assisted bicycles, assuming they meet the standards of New York code 19-176.2, operating with human assistance and not exceeding 15 mph?

*Response to questions 16-17, above: Without any commitment as to policy direction or permissions, NYCDOT is open to receiving proposals that include pedal-assist e-bikes. Responses should recommend quantities and/or percentages for e-bike fleets based on respondents' experience and market research. NYCDOT may or may not implement Pilot(s) that include pedal-assist e-bikes.*

## **Adaptive Bicycles**

18. We are developing a tricycle (with pedal-assist and/or electric motor functionality) for the disabled. These are larger than our standard bicycles. Can or should we include these in our proposal? What are the NYC/DOT restrictions on such (electric) tricycles?
19. As part of the pilot program(s), what percentage of the overall fleet would New York City DOT like to see be used for alternative or adaptive bicycles?

*Response to questions 18-19, above: See response to previous questions regarding e-bikes. NYCDOT encourages respondents to include alternative or adaptive bicycles in their responses to the RFEI. Responses should recommend quantities for adaptive bicycle fleets based on respondents' experience and market research. Please provide responses to section 5.3.8 for both the service's typical bicycles and for each distinct adaptive bicycle design that is proposed.*

## **Software and Data Accessibility Standards**

20. With respect to section 4.8.2, please elaborate on the desired format? E.g. periodic data releases of anonymized data and a real-time data feed in the GBFS format?
21. Referring to question 4.8.2, which real-time and historic service data is NYCDOT considering?
22. A Clarification for Section 4.8.3: Can the respondent providing the open API that allows "general public" to tap into the service's real-time data still have the means to restrict access when necessary, encrypt data transmission, and leverage standard API security measures to ensure proper API management?  
*Yes, within the parameters set forth below in "Response to questions 20-23."*
23. Referring to question 4.8.3, the bike share industry is shifting from publicly subsidized companies with no competition, to 100% fully self-sustained private companies in a competitive open-market. Because the Application Programming Interface (API) reveals sensitive business information related to the operator's competitive strategy, how can NYCDOT's innovate on this

requirement to protect a company's competitive advantage, which will ultimately lead to a better user experience?

*Response to questions 20-23, above: Per RFEI sections 4.8.2 and 4.8.3, all service data must be made available to NYCDOT on a real-time and historical basis and operators must maintain an open application architecture via an Application Programming Interface (API) or other integrated data feed that allows the general public or interested parties to tap into the service's real-time data as needed to replicate the bicycle location and availability information on the service's own computer app.*

*NYCDOT intends to conduct open, transparent Pilot projects that will help us determine if the dockless bike share model can feasibly operate in New York City. Bicycle usage, location, and movement data, and certain information related to safety are in the public interest and will not be considered as sensitive information.*

*NYCDOT may be required to disclose elements of a respondent's submission and required data in response to a document request under the New York State Freedom of Information Law ("FOIL"). In order for NYCDOT to determine the sensitivity of the information provided in the submissions, the respondent must clearly indicate in its submissions which specific portions it considers to contain commercially sensitive information (e.g., detailed pricing, proprietary information, trade secrets) and provide a detailed rationale as to why this information should be excluded.*

*In the event of such a FOIL request, NYCDOT will notify each respondent and provide them with an opportunity to describe with particularity and specificity the substantial competitive injury the respondent would sustain if the information/documents identified are disclosed.*

*The final determination of whether any such information/documents may be withheld will be made by NYCDOT. In the event that NYCDOT determines that the information/documents may not be withheld from disclosure, NYCDOT will attempt to provide the respondent with timely notice of intent to disclose so the respondent may invoke any rights or remedies under the law to prevent disclosure.*

24. Are we expected to demonstrate back-end analysis and capabilities to the DOT concurrently with providing bicycles, connectivity, and locking components?

*NYCDOT welcomes demonstrations of back-end analysis capabilities as part of responses/Pilot proposals.*

25. Do you wish to centralize & monitor the operations, regulations and quality of vendors' services leveraging an online platform (Real-time parking zone occupancy, multi-vendors operation overview, aggregated usages and flows statistics, alerts on potential poorly parked bikes etc.)?

*NYCDOT is open to ideas and proposals that address these issues.*

## **Service Areas**

26. Clarification in Sections 5.1.4; 5.7.4.1 and 5.7.4.2: Is the respondent allowed to provide only one (1) 200 bike single vendor locations AND one (1) 1,000 bike multi-vendor locations, or is each respondent allowed to provide multiple single and multi-vendor locations?

27. How many service areas / pilots can one operator propose?
28. How many pilots will one operator be able to conduct in how many service areas?
29. Is the NYC DOT open to pilots in every borough?
30. Will operators pilot their services in the same areas (multi-competitor service area) or will each competitor be in their own distinct service areas during the pilot?

*Response to questions 26-30, above: Respondents may propose multiple Pilot service areas for either or both of the scenarios in section 5.7.4. Proposal of Pilot locations does not imply that respondents will be granted permission to operate any or all of such Pilots. Please note that NYC DOT anticipates that smaller, single-vendor Pilots may be implemented earlier than larger, multi-vendor Pilots. Proposed pilot areas can be located anywhere outside of the Citi Bike program area, per Appendix A to the RFEI: Pilot Program Potential Areas.*

31. What is the reasoning for why the dockless bike-sharing pilots cannot take place within the current Citibike Service Area?

*New York City has a successful, stable, and unsubsidized bike share system operating in its core. This RFEI seeks to help NYCDOT determine if the present model for dockless bike share services can deliver a transportation benefit of comparable quality to the parts of NYC that Citi Bike does not reach; NYCDOT considers dockless bike share to be an unproven model, and Pilot projects are intended to demonstrate whether or not it can be feasibly operate in NYC. As such, we are not considering Pilots in the very dense areas of NYC where Citi Bike operates. NYCDOT has determined that the Pilot Program Potential Areas, as shown in Appendix A to the RFEI, are appropriate areas to consider for Pilots subsequent to this RFEI.*

32. Can my company begin doing community engagement in areas where we will propose pilots?

33. Are dockless bike operators permitted to discuss plans with and solicit feedback from local elected officials while drafting a response to the RFEI?

*Response to questions 32-33, above: this RFEI and potential Pilot(s) are a market survey and tool intended to help NYCDOT form policy on dockless bike share. As such, NYCDOT believes it would be premature for respondents to conduct community engagement, including outreach to local elected officials, prior to initiation of Pilot(s), should any such Pilot(s) be initiated.*

34. Can the dockless bike pilot program proposal include synergies with other potential affiliated bike share projects in NYC that would not necessarily use NYC land (eg, universities, state or national parks, etc.)?

*NYCDOT is open to receiving ideas and proposals that incorporate such concepts.*

35. My company is planning to launch a dockless bike share service in a jurisdiction adjacent to New York City. What will happen if our bicycles cross over the City's borders?

*The City will pursue available legal remedies against any unsanctioned bike share operations that occur within the City's public jurisdiction.*

### **Citi Bike**

36. Does NYC's current contract with CitiBike preclude CitiBike from competing with or NYC from permitting/sanctioning/permitting a dockless bike program in the future? What if CitiBike's docking network eventually reaches a dockless bike program service area?

*This RFEI seeks to gather information on dockless bike share and potentially implement temporary Pilots of such services. Should the City elect to implement a permanent/ongoing dockless bike share system in the future, requirements for such a service would be determined following evaluation of this RFEI and any subsequent Pilots.*

37. What are the liquidated damages that CitiBike must pay to NYC when certain standards are not met? (See Section 3. Background from RFEI)

*While NYCDOT reserves the right to implement service level agreements or similar enforcement of standards, we do not anticipate, at this time, that service level agreements will be included in any prospective Pilot(s).*

### **Other**

38. What are the insurance requirements for operators participating in the pilot?

*If any Pilot(s) are initiated by NYCDOT, NYCDOT will determine the level of necessary insurance. As a guideline, the current Citi Bike insurance requirements are hereby attached as "Q&A Appendix A: Citi Bike Insurance Requirements."*

39. We will be required to hire a NY Engineering firm that can pre-certify safety of bikes for anticipated number of trips. Can you provide a list of options or suggestions for this?

*If any Pilot(s) are initiated by NYC DOT, we will work with operators to estimate the number of trips anticipated for bicycles in such Pilot(s). However, the City will not make recommendations for engineers or engineering firms to perform safety pre-certification.*

40. Can you clearly list the Federal, NY State and NYC standards, laws, rules and regulations on Bicycles?

*These standards, laws, rules, and regulations are publicly available. Consult your professional advisors.*

41. What are the requirements around interoperability of infrastructure? Does this relate to technological or physical integration?

*NYCDOT is interested in receiving respondents' opinions, research, recommendations, and ideas around interoperability of infrastructure.*

42. Is there a minimum and/or maximum number of bicycles that the City envisions each bike sharing provider(s) selected, operating in the long-term?

*Not at this time.*

43. Can sponsorship/advertising on bikes be included as part of a dockless bike pilot program?

*NYCDOT is open to proposals that incorporate multiple streams of revenue to support the services.*

44. A clarification of section 6.4, Submission requirements: Will the city accept a PDF format in place of a CD ROM? If not, will the City accept a zip drive in replacement of a CD ROM?

*Any form or format of digital media in widespread use is acceptable in addition to hard copies.*

45. If the dockless bike pilot program moves forward, can/would NYC sign an NDA to protect certain of a bike operator's proprietary business practices, know-how, data, and other IP that may be shared with NYC?

*The City will not in any way guarantee the protection of what respondents denominate as proprietary business practices, know-how, data, and other IP. Please also take note of response to questions 20-23 regarding FOIL.*



## Q&A APPENDIX A: CITI BIKE INSURANCE REQUIREMENTS

### SECTION 19 INSURANCE

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

19.2. **Commercial General Liability Insurance:**

19.2.1. NYCBS shall maintain Commercial General Liability Insurance covering NYCBS 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 NYCBS 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

19.2.2. 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.

19.3. **Professional Liability Insurance:**

19.3.1. At DOT’s direction, if professional services are provided pursuant to this Agreement, then NYCBS 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 NYCBS in providing professional services under this Agreement and arising out of the negligent acts, errors or omissions of NYCBS or anyone employed by NYCBS;

19.3.2. All subcontractors of NYCBS 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 NYCBS 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

19.3.3. 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, NYCBS 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.

**19.4. Workers' Compensation, Disability Benefits, and Employer's Liability Insurance:**

19.4.1. NYCBS 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.

**19.5. Unemployment Insurance:**

19.5.1. To the extent required by law, NYCBS shall provide Unemployment Insurance for its employees.

**19.6. Business Automobile Liability Insurance:**

19.6.1. If vehicles are used in the provision of services under this Agreement, then NYCBS 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

19.6.2. 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.

**19.7. General Requirements for Insurance Coverage and Policies:**

19.7.1. 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;

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

19.7.3. NYCBS 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;

- 19.7.4. 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
- 19.7.5. 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 NYCBS as a named insured under all primary, excess, and umbrella policies of that type of coverage.

**19.8. Proof of Insurance:**

- 19.8.1. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, NYCBS 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;
- 19.8.2. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, NYCBS 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 NYCBS' general liability policy by which the City has been made an additional insured pursuant to Section 19.2. All certificates of insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached as Appendix E 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;
- 19.8.3. Certificates of insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required

under this Section. Such certificates of insurance shall comply with the requirements of Section 19.9, as applicable;

- 19.8.4. NYCBS 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;
- 19.8.5. Acceptance by the Commissioner of a certificate or a policy does not excuse NYCBS 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
- 19.8.6. In the event NYCBS 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, NYCBS 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".

#### **19.9. Miscellaneous:**

- 19.9.1. 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, NYCBS shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where NYCBS may not have coverage under such policy (for example, where one of NYCBS' 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. NYCBS 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 NYCBS fails to comply with the requirements of this paragraph, then NYCBS 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;
- 19.9.2. NYCBS' 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;
- 19.9.3. Insurance coverage in the minimum amounts required in this Section shall not relieve NYCBS 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;

- 19.9.4. NYCBS 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 NYCBS or its subcontractors in the performance of this Agreement; and
- 19.9.5. In the event NYCBS requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name NYCBS as an additional insured under such insurance, NYCBS 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.