



SFMTA Powered Scooter Share Program Permit Application

The Powered Scooter Share Program Permit was adopted as a one-year pilot program by the San Francisco Municipal Transportation Agency (SFMTA), effective June 1, 2018. The Powered Scooter Share Program Permit allows permitted Powered Scooter Share Operators to implement a Powered Scooter Share Program in the City and County of San Francisco. The SFMTA will review the completed applications, determine whether each applicant is in conformity with the requirements listed in the subsequent pages, and evaluate which applicants appear best able to operate a Powered Scooter Share Program consistent with the SFMTA's requirements.

After evaluating an applicant's permit application, the SFMTA's Director of Transportation 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 shall explain the basis for the decision. An applicant whose permit application is denied or granted with modifications shall have the opportunity to request a hearing on the Director's decision. The Director will issue no more than five permits for the pilot program.

Applicant Information

Please Print Clearly			
Business Name:		Business Phone:	
Contact Person:		Phone:	
Mailing Address:			
Street Address if different than above:			
Email Address:		Website:	

Application Agreement

By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator that all the information provided is true, and that if issued a permit, the applicant agrees to comply with the requirements of the Powered Scooter Share Program Permit.	
Name of Applicant	
Authorized Signature	
Printed Name, Title and Date	

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Submission Instructions

All applications received by 5 PM PT on June 7, 2018, will be evaluated concurrently; if fewer than five permits are issued based on the applications received by this date, additional applications will be considered on a rolling basis.

The SFMTA will only consider completed applications. A completed application must include the following components:

- Check for \$5,000 made out to San Francisco Municipal Transportation Agency
 - This non-refundable application fee covers the cost to evaluate the application
- Signed Application cover sheet (title page of this document)
 - 1 copy mailed or delivered to the SFMTA offices
 - PDF sent by email
- Application Materials
 - 2 hard copies mailed or delivered to the SFMTA offices
 - PDF sent by email

Email: scootershareprogram@sfmta.com

Mail: San Francisco Municipal Transportation Agency
Powered Scooter Share Program
Attn: Miriam Sorell
1 South Van Ness Avenue, 7th Floor
San Francisco, CA, 94103

In Person Delivery: San Francisco Municipal Transportation Agency
Powered Scooter Share Program
Taxi Services Window
1 South Van Ness Avenue, 7th Floor
San Francisco, CA, 94103

Permit Costs

The following payments must be made in order for a Powered Scooter Share Program Permit application to be accepted and a permit issued:

1. A non-refundable permit application fee of \$5,000, 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. A separate annual permit fee of \$25,000 due at the time of permit issuance to recover costs associated with administering the Pilot Shared Powered Scooter Program.
3. A public property repair and maintenance endowment totaling ten thousand dollars (\$10,000) due at the time of permit issuance, to ensure adequate funds are available to reimburse the City for future public property repair and maintenance costs that may be incurred per specifications in the Permit Requirements. This endowment will only be accessed if Permittee fails to reimburse the City for costs incurred within 30 days of being notified; if the endowment is unused at the end of the Permit term, the funds may be returned to the Permittee or rolled over to a future program year.

Application Materials

Applicants seeking a Powered Scooter Share Program Permit should provide the following information:

A. Pricing Structure

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

B. Scooter Availability and Service Area

- Hours of operation
- Storage of scooters during non-operational hours
- Proposed fleet size and service area at launch
 - How many scooters would you deploy in different portions of the service area, including disadvantaged communities? Applicants should bear in mind that the Pilot Program provides for a maximum of 1250 scooters total in San Francisco in the first six months and 2500 total in the second six months of the pilot.
 - Would your deployment area change depending on the number of scooters you are permitted for?
 - Describe methods for deploying and redistributing scooters
 - Would your service area apply to where users are allowed to deposit scooters?
 - Provide map of proposed service area

C. Plan for Safe Riding and Storage of Scooters

- Proposed approach to ensure compliance with laws - The SFMTA will monitor the degree to which scooter share program users comply with applicable laws, particularly related to riding on sidewalks and safe parking of scooters. If the SFMTA in its sole discretion determines that the permittee's users are not sufficiently compliant with applicable laws, the SFMTA 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 SFMTA is potentially interested in a tethering/locking pilot. Describe opportunities to consider a tether or locking mechanism for the scooters 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 SFMTA.
- How will you ensure customers have valid driver's licenses?

D. Scooter Recharging Plan

- Describe how scooters will be recharged
 - How will you know when a scooter needs to be recharged?
 - Will independent contractors be used to charge scooters? If so, describe the incentive structure for charging scooters 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 scooters? Will the permittee document new vehicle miles generated by collecting, redistributing and charging activities?

E. Maintenance, Cleaning and Zero Waste Plan

- How will you know when a scooter needs maintenance?
- Describe approach to maintenance, cleaning, and repair of scooters, including scooter and battery lifespan
- Describe how you will comply with the City's zero waste and producer responsibility policies, including taking responsibility for the scooters throughout their life cycles by properly managing hazardous components including batteries, reducing the need for new scooters 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 scooters?

F. Hiring and Labor Plan

- Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your scooter share program
- Describe how your hiring plan will comply with local laws and best practices regarding equal opportunity, local hiring, and fair wages
- Describe how you will approach transparency with any contractors related to hourly rate and net of job related expenses
- Will you provide skills training for potential staff and contractors?

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 scooter share program including experience operating shared mobility programs in North America

- If you have ever operated a shared scooter program in San Francisco, 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 and County of San Francisco, and your expeditious compliance with previous enforcement efforts and payment of administrative charges to the City and County of San Francisco for right-of-way violations (including sidewalk obstruction).

I. 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 Powered Scooter

K. Images and Description of 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 San Francisco, supply a statement of intent to register your business in advance of being issued a permit. The SFMTA will require proof of registration before issuing a permit to accepted permittees.

M. Proof of Insurance

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 SFMTA 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 SFMTA Powered Scooter Share Program. In submitting an application, applicants acknowledge that they agree to abide by these requirements if issued a permit.

General Requirements

1. If the SFMTA, 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 SFMTA regarding such costs, shall reimburse the SFMTA for these costs within thirty days. Any payment made pursuant to this paragraph shall not substitute for any installment payment otherwise owed or to be paid to the SFMTA. If the Permittee fails to reimburse the SFMTA within thirty days, the SFMTA may draw down the public property repair and maintenance endowment established at the outset of this permit.
2. Permittee agrees to maintain the public property repair and maintenance endowment established at permit issuance. The endowment at permit issuance shall total ten thousand dollars (\$10,000) and should the value at any point fall below \$5,000, the Permittee must replenish to the original level of \$10,000 to maintain their permit.
3. The SFMTA reserves the right to terminate any permit issued if the permittee violates any terms of the permit or is found to have misrepresented any aspect of their application.
4. A permit may not be transferred without the prior written approval of the Director of Transportation. Permittee shall promptly notify SFMTA 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.
5. Permittee agrees to indemnify and hold the City and County of San Francisco, its departments, commissions, boards, officers, employees, and agents (collectively, “Indemnitees”) harmless in accordance with the indemnification requirements set forth in Appendix II.
6. Permittee shall comply with all applicable federal, state, and local laws, including but not limited to, the San Francisco Transportation Code, the California Vehicle Code, and local wage requirements.
7. Permittee agrees to limit the total number of their scooters parked or in use in San Francisco to the number assigned by the SFMTA in their permit. This number shall include the total number of scooters 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 or other maintenance.
8. Permittee shall provide compliance reports to the SFMTA at 3, 6, and 12 months from permit issuance documenting the permittee’s implementation of the plans proposed in their application.

Customer Service Requirements

9. Permittee shall provide the SFMTA with an up to date contact name and direct phone number for staff that are responsible for collecting and rebalancing Powered Scooters.

10. Upon notification by the City of any Powered Scooter belonging to a Powered Scooter Share 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 Powered Scooter Share Operator shall remove the scooter within one hour.
11. Permittee shall have a customer service phone number, staffed seven days a week during hours when permittee has scooters in the public right of way, for customers to report safety concerns, complaints, or ask questions. Permittee must have a way to receive and respond to feedback in multiple languages, including, but not limited to, Chinese and Spanish.
12. Customers using Powered Scooters 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 Powered Scooter.

Equitable Service Requirements

13. Permittee will maintain a multilingual website and app in languages including, but not limited to, Chinese and Spanish
14. Permittee will offer a low-income customer plan that waives any applicable Powered Scooter deposit and offers an affordable cash payment option to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal. Calfresh, PG&E Care and Muni Lifeline eligibility are acceptable income verification proxies for affordability memberships.
15. Mobile apps and other customer interface technology must be fully accessible to persons with disabilities and accessible to screen readers, and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.
16. The SFMTA must approve the number of permitted scooters and the service area for each Permittee, and must approve any proposed changes in writing prior to the Permittee implementing any changes.

User Protections

17. Permittee must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
18. Permittee must provide a Privacy Policy that safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Permittee agrees to make its policies, procedures and practices regarding data security available to the SFMTA, upon request, and further agrees that the SFMTA reserves the right to hire a third party to perform a security audit mid-way through the permit term, or at any time SFMTA determines that an audit is warranted.
19. Permittee must provide customers the opportunity to explicitly assent to any privacy policy, terms of service, or user agreements. Separately, customers must have the ability to decline sharing any data not required to enable the Permittee to process and complete the transaction. The customer's options with regard to these requirements shall be clearly stated and easily accessed by the customer.
20. Permittee shall produce a Privacy Policy that complies with the California Online Privacy Protection Act (CalOPPA) and any data protection laws applicable to minors, and further, expressly limits the collection, storage, or usage of any personally identifiable information to the extent absolutely required to successfully accomplish the provision of a powered scooter

transportation service. For purposes of this permit, “personally identifiable information” or “personal data” shall be defined under CalOPPA. Without limitation to other permitting provisions requiring anonymized origin/destination and route data for solely public purposes set forth by the City and County of San Francisco, Permittee may not make any personal data of program participants in San Francisco available to any third party advertiser or other private entity, including another entity that may be affiliated with or jointly owned by the entity that owns Permittee.

21. Permittee shall not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy and shall 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.
22. Permittee may not collect Personal Data related to, nor sort Personal Data nor individual data subjects according to race, gender, religion, national origin, age, or sexual orientation except for survey data collected on an opt-in basis and for a public purpose expressly set forth by SFMTA. Permittee may not deny service to any user on the basis of their refusal to provide any such survey information. The SFMTA shall consult the Human Rights Commission if it receives any complaints based upon any potential violations of this provision.
23. Permittee must disclose any and all existing data sharing agreements and must notify SFMTA in advance of any prospective partnership, acquisition or other data sharing agreement. Permittee may not 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

24. The current contact phone number for the Powered Scooter Share Operator Customer Service line shall be prominently displayed on all Shared Power Scooters.
25. A unique identification number shall be prominently displayed on both sides of the Shared Powered Scooter.
26. Each scooter shall be equipped with an on-board GPS device capable of providing real-time location data in accordance with the specifications described in the “Data Sharing Requirements” section of this application.
27. All Powered Scooters shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting as set forth in California Vehicle Code Sections 21220 – 21235 (Operation of Motorized Scooters).
28. All Powered Scooters must be certified as safe to operate under any applicable standard by Underwriters Laboratories or an equivalent safety rating agency.

Safe Riding and Storage of Scooters

29. Permittee shall be responsible for educating their employees and Powered Scooter Share users regarding state and local laws governing the safe operation and parking of Powered Scooters in San Francisco. This shall include providing notification about key laws governing operation on each scooter.
30. If the SFMTA determines in its sole discretion that the Permittee’s users’ failure to comply with applicable laws governing the safe operation and parking of Powered Scooters, including but not limited to, laws governing the use of helmets, operation on sidewalks, and

parking requirements, has created a threat to public health and safety, such determination shall be grounds for permit suspension or revocation at the discretion of the Director.

- 31. Shared Powered Scooters shall be parked standing upright and outside the path of travel in the furnishing zone. The SFMTA will provide detailed specifications to clarify existing City regulations prohibiting obstruction of the right of way. The Permittee shall instruct customers how to park a Powered Scooter properly.

Distribution of Scooters

32. Permittee is responsible for monitoring distribution of Powered Scooters available to customers according to parameters proposed by the Permittee through this application and approved by the SFMTA. Each daily scooter deployment must match agreed upon parameters for the number of scooters within sub-areas of the permittee’s approved service area.

33. Permittee shall stop placing scooters or allowing contractors to place scooters in front of any address provided by the SFMTA, within 48 hours of notice.

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

35. During deployment and rebalancing, employees and contractors of the Permittee shall obey the following Operating Guidelines:

- a. *Muni priority:* Muni buses shall be given priority at and approaching or departing transit stops;
- b. *Yield to Muni:* Where Muni or other public transit buses are approaching a transit stop and when safe to do so, Permittee’s employees or contractors shall allow such buses to pass so they may stop at transit stops;
- c. *Red zones:* Vehicles operated by Permittee shall not stop or stand in Muni stop “red zones”;
- d. *Active loading; No staging or idling:* Permittee’s employees and contractors shall only stage vehicles at locations in accordance with applicable parking laws and regulations;
- e. *Pull in:* Permittee’s employees and contractors shall pull support and rebalancing vehicles all the way up to, and parallel with, the curb for scooter loading and unloading, and shall not load or unload scooters in a vehicle or bicycle lane, or in a manner that impedes travel in these lanes;
- f. *Comply with all applicable laws:* Permittee’s employees and contractors shall comply with all applicable state, and local laws, including the San Francisco Transportation Code, and the California Vehicle Code. If the SFMTA in its sole discretion determines that a Permittee’s scooter distribution or collection activities are being performed in an unsafe manner or in violation of applicable parking and traffic laws, this determination shall be grounds for permit revocation.

Data Sharing Requirements

36. Permittee agrees that the SFMTA may use a third-party researcher to evaluate the Powered Scooter Share Program. Permittee shall share all data with the third-party researcher necessary for purposes of the evaluating or enforcing the requirements in this permit.

37. Permittee shall administer two customer surveys within the permit year, using questions provided by the SFMTA. The survey will include questions regarding travel behavior and basic socioeconomic indicators that will help SFMTA evaluate how the provider's services support the agency's goals for transportation in San Francisco.
38. Permittee shall keep a record of maintenance activities, including but not limited to Powered Scooter identification number and maintenance performed. These records shall be sent to the SFMTA on a monthly basis.
39. Permittee shall make available real-time and archival information for their entire San Francisco Powered Scooter fleet. This data will ensure the SFMTA can successfully manage the Scooter 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 Powered Scooters, anonymized data for each trip record, historic/archival data, and key system information. Real-time data will be shared via documented APIs. The SFMTA 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 SFMTA. At a minimum, providers will supply:
 - a. Vendor/operator information
 - b. Daily drop-off locations or aggregation sites/zones
 - c. System alerts
 - d. Pricing plans
 - e. Real-time location, event, and status information
 - f. Trip-level details including start/end location/time, duration, and distance traveled
 - g. Trip-level breadcrumb trails listing all GPS readings for each scooter
 - h. Vendor calendars detailing planned hours of operation and planned exceptions
40. The Permittee is directly responsible for providing the API key to the SFMTA and shall not refer the City to another subsidiary or parent company representative for API access. The SFMTA shall be permitted to publicly use Permittee's API and display real-time data.
41. Permittee shall 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.
42. Permittee shall 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 SFMTA not less than monthly, using anonymized keys.
43. Permittee shall share personally identifiable information in Permittee's possession about a Powered Scooter user with the City where there is an injury alleged to be related to a Powered Scooter, or a claim or lawsuit against the City and the scooter user may have information about, or responsibility for, the claim.

Appendix II. Insurance and Indemnification Requirements

I. Indemnification

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee, or loss of or damage to property, arising directly or indirectly from the activity authorized by the Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, and claims brought by customers of Permittee, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Permit, and except where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its sub-permittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

II. Insurance Requirements

A. Required Coverages. Without in any way limiting Permittee's liability pursuant to the "Indemnification" section of this Permit, Permittee must maintain in force, during the full term of the Permit, insurance in the following amounts and coverages:

1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
2. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
3. Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
4. Professional liability insurance, applicable to Permittee's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
5. Permittee shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or

personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

6. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - a. Name as Additional Insured the City and County of San Francisco and SFMTA, its Officers, Agents, and Employees.
 - b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- B. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.
- C. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three years beyond the expiration of this Permit, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.
- D. Should any required insurance lapse during the term of this Permit, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Permit, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Permit effective on the date of such lapse of insurance.
- E. Before commencing any Services, Permittee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.
- F. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents and subcontractors.
- G. If Permittee will use any subcontractor(s) to provide Services, Permittee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Permittee as additional insureds.