



SFMTA

SFMTA Stationless Bikeshare Program Permit Application

The Stationless Bikeshare Program Permit allows permitted Stationless Bikeshare Operators to implement a Stationless Bikeshare Program in the City and County of San Francisco. The SFMTA shall implement this Program consistent with the SFMTA’s “Guiding Principles for Emerging Mobility Services and Technologies” and Transportation Code, Div. II, Section 909.

The SFMTA will review the completed applications, and determine whether each applicant conforms to the SFMTA’s requirements as listed in the subsequent pages. The SFMTA anticipates issuing a limited number of stationless bikeshare permits in consideration of maintaining clarity and usability for customers, and ease of program administration.

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 regarding the Director of Transportation’s decision.

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 Stationless Bikeshare Operator that all the information provided is true, and that if issued a permit, the applicant agrees to comply with the requirements of the Stationless Bikeshare Program Permit; and, further, that the applicant agrees that all submitted documents and materials, and their contents, is subject to public review; no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed.	
Name of Applicant	
Authorized Signature	
Printed Name, Title and Date	

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Submission Instructions

The SFMTA will only consider completed applications submitted from May 28, 2019 through June 24, 2019. A completed application must include the following components which must demonstrate an applicant's ability to comply with any and all corresponding Program Requirements set forth in Appendix I:

- Check for \$4,947 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
 - Data sharing endpoint address sent by email

Note: The SFMTA will contact submitters to arrange drop off of sample bikes after all other Application Materials are received.

Email: bikeshare@sfmta.com

Mail: San Francisco Municipal Transportation Agency
Bikeshare Program
Attn: Adrian Leung
1 South Van Ness Avenue, 7th Floor
San Francisco, CA, 94103

In Person Delivery: San Francisco Municipal Transportation Agency
Bikeshare Program
1 South Van Ness Avenue, 7th Floor
San Francisco, CA, 94103

Page-limits refer to each individual printed side of a page (i.e., a double-sided page will be counted as 2 pages).

Question and Answer Session

The SFMTA will hold a Question and Answer Session on Friday, June 7, 2019, 1-2PM, at 1 South Van Ness, on the 8th floor. Questions should be submitted in writing by 5pm on June 5, 2019 to bikeshare@sfmta.com. Only clarifying questions will be allowed during the session. All questions and answers will be posted online and distributed to the attendees following the session. No other questions will be considered after this session.

Permit Costs

The following payments must be made in order for a Stationless Bikeshare Program Permit application to be accepted and a permit issued:

1. A non-refundable permit application fee of \$4,947, due at the time of application. This covers the cost of staff time to review applications and no application will be considered complete until this payment is remitted.

2. A separate annual permit fee of \$35,288 due at the time of permit issuance to recover costs associated with administering the Stationless Bikeshare Program.
3. A public property repair and maintenance endowment totaling twenty-five thousand dollars (\$25,000), payable in installments as described herein, to ensure adequate funds are available to reimburse the City for future public property repair and maintenance costs that may be incurred, including but not limited to any costs of repairing or maintaining damaged public property by the Stationless Bikeshare Operator or its customers, removing and storing bicycles improperly parked or left unattended on public property, and addressing and abating any other violations. The maintenance endowment shall be paid in annual installments of \$2,500 per year for ten consecutive years, with the first payment due at the time of permit issuance.

Application Materials

Applicants seeking a Stationless Bikeshare Program Permit shall provide the following information:

A. Bicycle Certifications

- Certificate of conformance to 16 CFR part 1512 for each import shipment of bikes.
- Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles.
- Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds California Vehicle Code Section 21201
- Certification from a qualified independent testing laboratory that the make and model of electric bicycles used employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph (if applicable).

B. Bicycle Samples

- Two samples of the bicycle to be used under this program for inspection by the SFMTA to verify bicycles adhere to the device specifications outlined in this application. Note: any time a new bicycle version is introduced into the fleet, this requirement will need to be met. The SFMTA will return vehicles to the applicant following inspection.

C. Pricing Structure (Maximum of 2 pages)

- Provide a detailed description of your pricing structure including the following:
 - low-income and any other discounted customer plans, along with corresponding participant qualification requirements, including strategy for having one low-income plan member for every 5 bikes authorized
 - membership options and rates including for providing an unlimited number of trips under thirty minutes, or other equivalent programs
 - cash payment options and waiver of deposit
 - per trip pricing options
 - variable rates based on trip duration to prioritize short term trips and maximize fleet availability as to differentiate with long term rentals
 - billing and customer service business rules for lost bicycles

D. Service Area and Size of Fleet Phasing Plan (Maximum of 6 pages, inclusive of any maps)

Submit a proposed plan with a detailed timeline for service area phasing, including service area expansion dates and corresponding fleet size expansion.

As indicated in the accompanying Distribution Guidelines, all applicants should begin their initial phase with service, at a minimum, in the entire Core Area. Subsequent phases may expand to Outer Areas. The Distribution Guidelines also identify percent coverage targets and minimum thresholds. Authorization for subsequent phase expansions will depend on meeting these metrics, along with an overall trips/bike/day target.

Final fleet size will be determined by the SFMTA, after a determination of the total number of permittees is made. The SFMTA will use the following criteria in determining the permitted fleet size:

- proposed phasing for service area and proposed fleet size;
- service to Key Communities of Concern;
- service to neighborhoods without existing bikeshare service;
- past experience operating shared mobility;
- staffing and operations plan sufficient for the scale of proposed operations, based on submittal under Sections F and G of the application;
- plan for proper bicycle parking plan, including proposed methods for avoiding overcrowding of bicycles in high-demand area, based on submittal under Section E of the application;
- ability to provide supplemental service in case of transit service disruption.

Note that the total number of stationless bicycles that will be permitted to operate in the City for all permittees shall not exceed 12,000 bikes.

E. Plan for Proper Bicycle Parking (Maximum of 4 pages)

- Describe how information about proper parking will be conveyed to users on the mobile application and/or on the bicycles, including detailed educational tools and reminders.
- Describe any incentive programs to encourage riders to properly park bikes at bike racks, including archival review of photographic records of proper parking, and rewards programs for consistent good parking behavior
- Describe any fines or consequences for riders who improperly park their bikes, including punitive measures like warnings, or suspension of service, for patterns of bad parking behavior.
- Describe procedures for noncustomers to notify the company through phone, app, website, or email, if there is an improperly parked bicycle, along with how the operator plans to respond.
- Describe procedures for responding to an identified problem of consistent over-concentration of bicycles at a specific location. Include operational measures like bike valet, or other incentive programs to re-locate such bikes to less crowded areas.

F. Maintenance, Cleaning, and Repair Plan (Maximum of 2 pages)

- Describe the approach to maintenance, cleaning, and repair of bicycles, safety check protocols, and minimum standards for repair and cleaning.
- Describe procedures for customers to notify the company that there is a safety or maintenance issue with a bicycle.
- Describe how VMT for operations will be tracked.

G. Hiring and Labor Plan (Maximum of 3 pages)

- Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your bikeshare 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.
- Describe the skills and training procedures for staff and contractors.
- Provide a labor harmony plan including the means by which labor and labor harmony has been considered in your operations specifically as it relates to consistent distribution, operation and maintenance, including steps taken to avoid potential disruptions, and information regarding employee work hours, working conditions and wages.

H. Community Engagement Plan (Maximum of 6 pages)

- Provide a plan that complies with the accompanying SFMTA's Community Engagement Plan Requirements for Stationless Bikeshare.

I. Data-Sharing End Point

- Email the internet address for your data-sharing end point to bikeshare@sfmta.com. This end point will be used to verify that all data-sharing protocols are in place prior to permitting.

J. Experience and Qualifications (Maximum of 2 pages)

- Describe your qualifications to operate a stationless bikeshare program, including experience operating significantly regulated and permitted shared mobility programs in North America, with fleet sizes, service area, and service duration.

K. Privacy Policy, User Agreements, and Terms of Service

- Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review
- Provide screen shots of all locations where these provisions would be shared with customers including the method for obtaining user acknowledgement/agreement.

L. Images and Description of Stationless Bicycle (Maximum of 1 page)

- Provide images and description of stationless bicycle.

M. Images and Description of Mobile Application (Maximum of 4 pages)

- Provide images and description of mobile application

N. Proof of Insurance

Attach a certificate of insurance, as well as an endorsement of additional insured, per requirements set forth 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.

Scoring

Permit Applications will be scored according to the Evaluation Scoresheet to determine which applicants qualify for a permit.

To qualify for a permit, applicants must get a "Pass" for every item scored on a Pass/Fail basis and for each lettered category, applicants must have an average score of "2" or higher.

The SFMTA will determine fleet size after the total number of permittees is determined, based on the criteria described above.

Appendix I. Permit Requirements

The SFMTA will issue permits for a two-year period, valid for two years from the date of issuance.

The following requirements will be included in the Terms and Conditions for any permits issued under the SFMTA Stationless Bikeshare Program. In submitting an application, applicants acknowledge that they agree to abide by these requirements if issued a permit.

General Requirements

1. Possessory Interest. Applicant acknowledges that any Permit issued may create a “possessory interest” for property tax purposes. Generally, a possessory interest is created if the Permit entitles the Permittee to possession, occupancy, or use of City property for private gain or benefit.
2. 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.

Program Requirements

3. Stationless Shared Bicycles shall only be available to customers on an hourly basis, or in smaller intervals, and at rates which vary by duration of usage or by duration of usage and distance but are clearly and understandably communicated to the customer prior to bicycle use. (Attach description of pricing structure, rates, and method(s) of communication to the customer).
4. Stationless Shared Bicycles shall be available for pick-up and drop-off by customers on a twenty-four hour, seven day per week basis.
5. At least 33% of an Operator’s Stationless Shared Bicycle Fleet shall be electric bikes.
6. Permittee will implement a marketing and targeted community outreach plan that complies with the SFMTA’s Community Engagement Plan Requirement at its own cost. Permittee shall keep, and provide to the SFMTA upon request, a record of any public feedback received in a manner as determined by the SFMTA with a specified format to be transmitted to the operator via email prior to permit issuance.
7. Permittee will offer a one year low-income customer plan that waives any applicable bicycle deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal. Permittee will target having one low-income plan member for every 5 bikes authorized under this Permit.
8. Permittee will maintain a multilingual website with languages determined by the SFMTA, call center, and mobile application customer interface that is available twenty-four hours a day, seven days a week.
9. During each calendar year of business operations, the Permittee shall offer to its customers not less than one safety training class every other quarter.
10. Permittee shall provide the SFMTA with a contact name and phone number for staff that are responsible for rebalancing bicycles.
11. Permittee shall provide a 24-hour customer service phone number for customers and members of the public to report safety concerns, complaints, or ask questions. An intake

form must also be accessible online which allows the public to report improperly operated or parked bicycles by providing time, date, location, direction of travel if applicable, and the bicycle's identification number if available. Permittee shall maintain a database containing the information obtained in a format as determined by the SFMTA.

12. Permittee will employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS). Each transaction shall include the bicycle identification number corresponding to the make and model of the bicycle registered with the SFMTA.
13. Permittee will comply with the City's Zero Waste Policy with regard to disposal of bicycles and bicycle parts.
14. Permittee will comply with submitted labor harmony plan and update the plan if there is any change in conditions.

Operating Requirements

15. The SFMTA must approve the number of permitted stationless bicycles and the service area for each Permittee, and must approve any proposed changes in writing prior to the Permittee implementing any changes.
16. Distribution of bicycles available to customers including identification of service areas, minimum distribution thresholds, and availability requirements in specific neighborhoods classified as Communities of Concern by the Metropolitan Transportation Commission to meet equity goals as determined by the SFMTA as described in the Stationless Bikeshare Distribution Guidelines. Permittees must maintain more than 50% of their identified fleet size for 25 out of 30 consecutive days.
17. Permittee agrees to limit the total number of their stationless bicycles 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 stationless 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 or other maintenance.
18. Permittee agrees to limit the service area of where stationless bicycles are distributed, or where they are allowed to park, at the discretion of the SFMTA.
19. Permittee is responsible for implementing and submitting to the SFMTA a maintenance, cleaning, staffing, and repair plan for approval by the SFMTA and Public Works.
20. Stationless Shared Bicycles shall be parked at a public bicycle rack or as required by the SFMTA. The Permittee shall instruct customers how to park a bicycle properly and comply with their Plan for Proper Bicycle Parking submitted with their application.
21. Vehicle Miles Traveled (VMT) for operations vehicles performing cleaning, maintenance, repair, recharging and rebalancing tasks shall be reported monthly.

Responsiveness Requirements

22. Customers using bicycles in systems issued a permit under this program will be provided with a mechanism to notify the Permittee that there is a safety or maintenance issue with the bicycle. This mechanism shall not be the Permittee's sole method of identifying safety or maintenance issues. (Attach full explanation of mechanism for notification)

23. Any Stationless Shared Bicycle that is parked improperly is subject to citation and shall be re-parked in a correct manner or shall be removed by the Permittee within two hours.
24. Permittee shall relocate or rebalance bicycles within two hours of an SFMTA request.
25. Any inoperable Stationless Shared Bicycle, or any Stationless Shared Bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours after notice from the City, and shall be repaired before the bicycle is return to revenue service.
26. Each bicycle needs to undergo a maintenance check at least every two months. Graffiti on any bicycle must be removed within 24 hours and inappropriate or profane language must be removed within 4 hours of being reported. The Permittee shall maintain adequate documentation demonstrating compliance with these requirements.

Device Requirements

27. Two samples of the bicycle to be used under this program are to be made available for inspection by the SFMTA to verify bicycles adhere to the device specifications outlined in this application. Note: any time a new bicycle version is introduced into the fleet, this requirement will need to be met.
28. All Stationless Shared Bicycles shall be equipped with a brake that will enable the operator to make one-braked wheel skid on dry, level, clean pavement.
29. All Stationless Shared Bicycles shall be equipped with a front light that emits white light while the bicycle is in motion, illuminates the highway, sidewalk, or bikeway in front of the bicyclist and is visible from a distance of 300 feet in front and from the sides of the bicycle.
30. All Stationless Shared Bicycles shall be equipped with a red reflector or a solid or flashing red light with a built-in reflector on the rear that shall be visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. Lights must turn on automatically and stay on while a trip is being made, whether the user is in motion or stopped. When stopped, the light must stay on for 120 seconds. Lights must be integrated into the bicycle without exposed wiring that could be easily damaged or tampered with.
31. The emblem of the Stationless Bicycle Share Operator and a unique identifier shall be prominently displayed on both sides of Stationless Shared Bicycle.
32. All Stationless Shared Bicycles shall employ tamper-resistant security hardware.
33. All Stationless Shared Bicycles shall accommodate a wide range of users.
34. All Stationless Shared Bicycles shall stand upright when parked.
35. All Stationless Shared Bicycles shall have an integrated lock-to capabilities which securely hold a bike upright when parked at a bike rack so as to prevent obstruction of the right-of-way.
36. The name and current contact information for the Stationless Bicycle Share Operator shall be visibly displayed on all Stationless Shared Bicycles.
37. All Stationless Shared Bicycles shall be high quality, sturdily built to withstand the rigors of outdoor storage and constant use for at least five years.
38. All Stationless Shared Bicycles are equipped with an on-board GPS device capable of providing real-time location data to the SFMTA in accordance with the specifications described in the data sharing requirements.

39. All electric-assist Stationless Shared Bicycles used in systems issued a permit under this program must employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph.

Endowment and Fees

40. Permittee agrees to pay the SFMTA a public property repair and maintenance endowment totaling twenty-five thousand dollars (\$25,000), payable in installments as described herein, to ensure adequate funds are available to reimburse the City for future public property repair and maintenance costs that may be incurred, including but not limited to any costs of repairing or maintaining damaged public property by the Stationless Bikeshare Operator or its customers, removing and storing bicycles improperly parked or left unattended on public property, and addressing and abating any other violations. The maintenance endowment shall be paid in annual installments of \$2,500 per year for ten consecutive years, with the first payment due at the time of permit issuance.
41. 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 City regarding such costs, shall reimburse 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.
42. Any Stationless Shared Bicycle that is parked at one location for more than 7 consecutive days may be removed by City staff and taken to a City facility for storage at Permittee's expense.
43. Permittee shall pay a fee of \$150 to SFMTA to cover the cost of procurement and installation of one standard SFMTA bicycle rack for every two Stationless Shared Bicycles permitted to insure adequate supply of bicycle parking, or provide equivalent bicycle parking either in the form of racks or docks.

Data Sharing Requirements

44. Permittee shall comply with the SFMTA's Real-time data requirements for stationless emerging mobility services and maintain a continuous feed of the required data at all times for bicycles made available to customers. Data feeds must be established and tested prior to issuance of permit.
45. Permittee shall provide the SFMTA with a continuous real-time data feed for their entire San Francisco bicycle fleet through a documented application program interface (API) and on-board GPS devices installed on all Stationless Shared Bicycles to the following specifications:
 - a. Permittee shall provide the required data feed as described in Appendix A of the SFMTA Real-time data requirements for stationless emerging mobility services
 - b. Permittee shall implement changes to the required data feed after 45 days of SFMTA providing written notice and an update to Appendix A
 - c. Permittee shall maintain the required feed of the specified data at all times while the Stationless Shared Bicycle is providing service to customers within the City

- d. 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.
 - e. If a Stationless Shared Bicycle becomes unable to provide the required data for any reason, Permittee shall not operate that Stationless Shared Bicycle until data transmission is restored.
46. The SFMTA is permitted to publicly use Permittee's API and display real-time data.
 47. Permittee will keep a record of reported collisions. These records will be sent to the SFMTA on a monthly basis.
 48. Permittee shall distribute an annual customer survey as determined by the SFMTA.
 49. Permittee shall keep a record of maintenance activities, including but not limited to the bicycle identification number and maintenance performed. These records shall be sent to the SFMTA on a monthly basis.
 50. Permittee shall report the aggregated breakdown of customers by gender and age monthly. Gender will be reported by male, female, and other. Age will be reported by the following age groups: under 5, 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.
 51. Permittee agrees that the SFMTA may use a third-party researcher to evaluate the bike share program. Data will be shared with the third-party researcher only for purposes of the evaluating or enforcing the requirements in this permit.
 52. On at least a monthly basis, Permittee will provide the SFMTA with aggregate customer demographic data gathered by the system application using anonymized key that does not identify individual customers, payment methods, or their individual trip history.
 53. On at least a monthly basis, Permittee will provide the SFMTA with data demonstrating compliance with the SFMTA's Distribution Requirements in a format as determined by the SFMTA.
 54. Permittee shall share personally identifiable information in Permittee's possession about a Stationless Bikeshare user with the City where there is an injury alleged to be related to a Stationless Bicycle, or a claim or lawsuit against the City and the stationless bicycle user may have information about, or responsibility for, the claim.

Privacy Policy

55. 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.
56. 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.

57. Permittee shall provide a Privacy Policy that complies with the California Online Privacy Protection Act (CalOPPA), the California Consumer Privacy Act (CCPA) and any other applicable data protection law or requirements including those that apply 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 stationless bikeshare transportation service. For purposes of this permit, "personally identifiable information" or "personal data" shall be defined under applicable state law. 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.
58. 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.
59. 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.

Permit Revocation

60. The SFMTA reserves the right to revoke a Stationless Bikeshare Program Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to the SFMTA. 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.
61. The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that the SFMTA revokes a Stationless Bikeshare Program Permit, Permittee shall remove the Stationless Shared Bicycles from the City right-of-way within five business days from the date the notice of revocation was mailed and emailed by the SFMTA to the Permittee.
62. If the Permittee wishes to contest the revocation of a permit, the Permittee may call (415) 701-5400 or email MTAHearings@sfmta.com to explain any basis for why the permit should not be revoked.
63. In circumstances that pose a serious threat to public health or safety, the SFMTA reserves the right to immediately revoke a Stationless Bikeshare Program Permit effective on the date the notice of revocation is mailed and emailed to the Permittee. The SFMTA shall state the public health or safety reasons that require immediate revocation in the notice of revocation. In such circumstances, the Permittee shall be required to immediately remove the Stationless Shared Bicycle from the City rights-of-way.
64. 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.

Compliance with Applicable Law

Permittee represents and certifies, under penalty of perjury, that the Permitted, any Stationless Bikeshare Operator, and all Stationless Bikeshare Bicycles is in compliance with all California Vehicle Code requirements, Stationless Bikeshare Permit requirements, and Stationless Bikeshare Operator criteria set forth in the City's Transportation Code, and any other applicable local, state, or federal law.

Payment of Fees

A permit fee must be paid by the Permittee before any permit may be issued. Failure to pay any applicable annual/renewal fee shall result in immediate termination of any existing permit. In addition, the Permittee shall provide sufficient evidence to demonstrate payment of any penalties assessed for violation(s) of any provision of the San Francisco Municipal Code or of terms of any existing or previously issued permits issued by the City, for which there has been a final determination of the violation.

Removal of Improperly Parked Bicycles

Improperly parked bicycles shall be subject to citation. Further, upon notification by the City of any Stationless Shared Bicycle that is improperly parked or left standing or unattended on any sidewalk, Street, or public right-of-way under the jurisdiction of the SFMTA or Public Works, the Permittee shall remove the bicycle within two hours.

Permit Jurisdiction

This permit is only valid for operations in the public right-of-way of the City and County of San Francisco under the jurisdiction of the SFMTA and Public Works.

Appendix II. Insurance and Indemnification Requirements

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.

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.