



STATIONLESS BIKESHARE PROGRAM PERMIT APPLICATION

Application Type (check one): New Renewal

Applicant Information

Name of Stationless Bicycle Share Operator Applicant			
Contact Name			
Mailing Address			
Phone Number 1		Phone Number 2	
Email Address			
Website			

Applicant certifies that all Stationless Shared Bicycles (including electric bicycles) meet the following criteria:

<input type="checkbox"/>		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).
<input type="checkbox"/>		Stationless Shared Bicycles shall be available for pick-up and drop-off by customers on a twenty-four hour, seven day per week basis.
<input type="checkbox"/>		The emblem of the Stationless Bicycle Share Operator and a unique identifier is prominently displayed on both sides of Stationless Shared Bicycle.
<input type="checkbox"/>		All Stationless Shared Bicycles are equipped with a brake that will enable the operator to make one-braked wheel skid on dry, level, clean pavement.
<input type="checkbox"/>		All Stationless Shared Bicycles are 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.
<input type="checkbox"/>		All Stationless Shared Bicycles are 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.
<input type="checkbox"/>		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.
<input type="checkbox"/>		The name and current contact information for the Stationless Bicycle Share Operator shall be displayed on all Stationless Shared Bicycles.
<input type="checkbox"/>		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.
<input type="checkbox"/>		All Stationless Shared Bicycles shall employ tamper-resistant security hardware.
<input type="checkbox"/>		All Stationless Shared Bicycles shall accommodate a wide range of users.
<input type="checkbox"/>	N/A <input type="checkbox"/>	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 h.p.), 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.

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Applicant acknowledges and agrees to all of the following general requirements:

<input type="checkbox"/>	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)
<input type="checkbox"/>	The SFMTA reserves the right to terminate any permit issued if the battery or motor on an electric bicycle is determined by the SFMTA to be unsafe for public use.
<input type="checkbox"/>	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 Bicycle Share 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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Permittee will implement a marketing and targeted community outreach plan at its own cost or pay an in-lieu fee to the SFMTA to provide these services and promote the use of bicycle sharing citywide particularly among low income communities.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Permittee will maintain a multilingual website with languages determined by the SFMTA, call center, and app customer interface that is available twenty-four hours a day, seven days a week.
<input type="checkbox"/>	During each calendar year of business operations, the Permittee shall offer to its customers not less than one safety training class every other quarter.
<input type="checkbox"/>	Permittee is responsible for monitoring distribution of bicycles available to customers according to parameters required by the SFMTA. At a minimum, the density of bicycles in the designated service area shall not fall below at least three bicycles per square mile for more than 10 consecutive minutes between the hours of 6:00 am and 10:00 pm seven days a week. At least 20% of overall bicycle availability shall be maintained within groups of census tracts designated as "communities of concern" (CoCs) by the Metropolitan Transportation Commission, calculated by the total number of bicycles located in CoCs multiplied by the minutes they are available for hire between the hours of 6:00 am and 10:00 pm, divided by the total number of bicycles in service times minutes available throughout the service area.
<input type="checkbox"/>	Permittee is responsible for implementing and submitting to the SFMTA a maintenance, cleaning and repair plan for approval by the SFMTA and Public Works.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Stationless Shared Bicycles shall stand upright when parked.
<input type="checkbox"/>	Any Stationless Shared Bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by the Permittee within two hours.
<input type="checkbox"/>	Permittee shall pay a fee to SFMTA to cover the cost of procurement and installation of one standard SFMTA bicycle rack for every two Stationless Shared Bicycles in service to insure adequate supply of bicycle parking.
<input type="checkbox"/>	Stationless Shared Bicycles shall be parked in the furniture zone of the sidewalk (i.e., not blocking the pedestrian travelway or frontage zone of buildings), or at a public bicycle rack as required by the SFMTA. The Permittee shall instruct customers how to park a bicycle properly.
<input type="checkbox"/>	Permittee shall provide the SFMTA with a contact name and phone number for staff that are capable of rebalancing bicycles.
<input type="checkbox"/>	Permittee shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

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<input type="checkbox"/>	Permittee shall relocate or rebalance bicycles within two hours of an SFMTA request.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Permittee will provide a Privacy Policy that safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.

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Applicant acknowledges and agrees to all of the following data sharing requirements:

<input type="checkbox"/>	<p>Permittee shall provide the SFMTA with real-time information for their entire San Francisco bicycle fleet through a documented application program interface (API) and on-board GPS devices put on all bicycles. 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 API shall include the following information in real time for every Stationless Shared Bicycle operated in the San Francisco operational area:</p> <ol style="list-style-type: none"> 1. Point location 2. Bicycle identification number 3. Type of bicycle 4. Charge level (if electric)
<input type="checkbox"/>	The SFMTA is permitted to publicly use Permittee’s API and display real-time data.
<input type="checkbox"/>	Permittee will keep a record of reported collisions. These records will be sent to the SFMTA on a monthly basis.
<input type="checkbox"/>	Permittee shall provide the following anonymized data for each trip record to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts.

Field name	Format	Description
Company Name	[company name]	n/a
Type of bicycle	“Standard” or “Electric”	n/a
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
Start location	Census block	n/a
End location	Census block	n/a
Bicycle ID number	xxxx1, xxxx2, ...	Unique identifier for every bicycle, determined by company

<input type="checkbox"/>	Permittee will provide the following bike availability data for oversight of parking compliance and bicycle distribution by minutes.
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Field name	Format	Description
GPS Coordinate	X,Y	n/a
Availability duration	Minutes	n/a
Availability start date	MM, DD, YYYY	n/a
Availability start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a

<input type="checkbox"/>	Permittee shall distribute an annual customer survey as determined by the SFMTA.
<input type="checkbox"/>	Permittee shall keep a record of maintenance activities, including but not limited to bicycle identification number and maintenance performed. These records shall be sent to SFMTA on a monthly basis.
<input type="checkbox"/>	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 into these age groups: under 5, 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.
<input type="checkbox"/>	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.

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Required Attachments:

<input type="checkbox"/>	1. Certificate of conformance to 16 CFR part 1512 for each import shipment of bikes.		
<input type="checkbox"/>	2. Proof of insurance (see Insurance Requirements attachment)		
<input type="checkbox"/>	3. 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.		
<input type="checkbox"/>	4. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds California Vehicle Code Section 21201		
<input type="checkbox"/>	5. Description of the procedures for customers to notify the company that there is a safety or maintenance issue with the bicycle.		
<input type="checkbox"/>	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; text-align: center;">N/A</td> <td><input type="checkbox"/></td> </tr> </table> 6. 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).	N/A	<input type="checkbox"/>
N/A	<input type="checkbox"/>		
<input type="checkbox"/>	7. Description of pricing structure, rates, and method(s) of communication to the customer		
<input type="checkbox"/>	8. Marketing and targeted community outreach plan, including a strategy to partner with bicycle advocacy and community benefit organizations, a culturally relevant and multilingual communications plan, and an equitable bike share implementation plan, to promote the use of the stationless bicycle sharing system citywide among low income communities.		
<input type="checkbox"/>	9. Maintenance, cleaning and repair plan.		
<input type="checkbox"/>	10. Images and description of bicycle and mobile application.		
<input type="checkbox"/>	11. Size of fleet at launch, including any planned fleet expansions during the permit period.		
<input type="checkbox"/>	12. Service area at launch, including any planned expansions during the permit period (in ESRI ArcGIS shapefile format).		
<input type="checkbox"/>	13. Plan for educating users on proper bicycle parking.		
<input type="checkbox"/>	14. Two samples of the bicycle to be used under this program for inspection by the SFMTA.		
<input type="checkbox"/>	15. Privacy policy.		

STATIONLESS BIKESHARE PERMIT TERMS AND CONDITIONS

1. 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 Permittee's performance of this Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, 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 Agreement, and except where such loss, damage, injury, liability or claim is the result of the active 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.

2. Insurance Requirements

- 2.1 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:
- a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - b. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 - c. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
 - d. 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.

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- e. Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
 - i. 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;
 - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
 - iii. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

- 2.2 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, 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.

3. Permit Revocation

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 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 Bicycle Share 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.

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.

In circumstances that pose a serious threat to public health or safety, the SFMTA reserves the right to immediately revoke a Stationless Bicycle Share 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.

4. Compliance with Applicable Law

Permittee represents and certifies, under penalty of perjury, that the Permitted, any Stationless Bicycle Share Operator, and all Stationless Bicycle Share Bicycles is in compliance with all California Vehicle Code requirements, Stationless Bicycle Share Permit requirements, and Stationless Bicycle Share Operator criteria set forth in the City's Transportation Code.

5. Payment of Fees

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A permit fee must be paid by the Permittee before any permit may be issued. 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.

6. Removal of Improperly Parked Bicycles

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.

7. 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.

By signing this application, the applicant verifies on behalf of the Stationless Bicycle Share Operator that all the information provided is true, and that applicant agrees to the preceding Stationless Bicycle Share Program Terms and Conditions.

Applicant Signature	
Print Name & Date	

Completed Applications can be sent to:

SFMTA
Attention: Bicycle Sharing Program Manager
1 South Van Ness Ave, 7th Floor
San Francisco, CA 94703

For questions, contact Heath Maddox at (415) 701-4605 or heathmaddox@sfmta.com

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Permissible Stationless Shared Bicycle Parking Locations

Restrictions to eligible Stationless Shared Bicycle parking zones on sidewalks:

1. Stationless Shared Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).
2. Stationless Shared Bicycles shall not be parked at the corners of sidewalks or within five feet of crosswalks or curb ramps.
3. Stationless Shared Bicycles shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no furniture zone.
4. On blocks without sidewalks, Stationless Shared Bicycles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
5. The SFMTA reserves the right to determine certain block faces where Stationless Shared Bicycle parking is prohibited.
6. Stationless Shared Bicycles shall not be parked in the landscape/furniture zone adjacent to or in any way blocking:
 - a. Parklets;
 - b. Transit stops, shelters or platforms;
 - c. Commercial loading (yellow) zones;
 - d. Passenger loading (white) zones;
 - e. Disabled parking zone;
 - f. Street furniture that requires pedestrian access (for example - benches, parking pay stations, etc.);
 - g. Curb ramps;
 - h. Entryways; and
 - i. Driveways.

**SFMTA – Stationless Bikeshare Program Permit Application
Permit Fees**

Effective July 1, 2017, fees for Stationless Bicycle Share Program Permit are as follows:

Initial Permit Fee	
Less than 500 bicycles	\$12,208
500 to 1,500 bicycles	\$13,787
1,500 to 2,500 bicycles	\$15,702
2,500 to 3,000 bicycles	\$17,280
3,500 or more bicycles	\$19,558
Annual Renewal Fee	
Less than 500 bicycles	\$9,725
500 to 1,500 bicycles	\$11,303
1,500 to 2,500 bicycles	\$13,219
2,500 to 3,500 bicycles	\$14,797
3,500 or more bicycles	\$17,074