

## Request for Proposal Shared E-Bike and E-Scooter Pilot Program

### Closing:

Response must be received before 2:00 PM Pacific Time on Thursday January 23rd, 2025.  
One copy prepared in .pdf format to be submitted electronically via email.

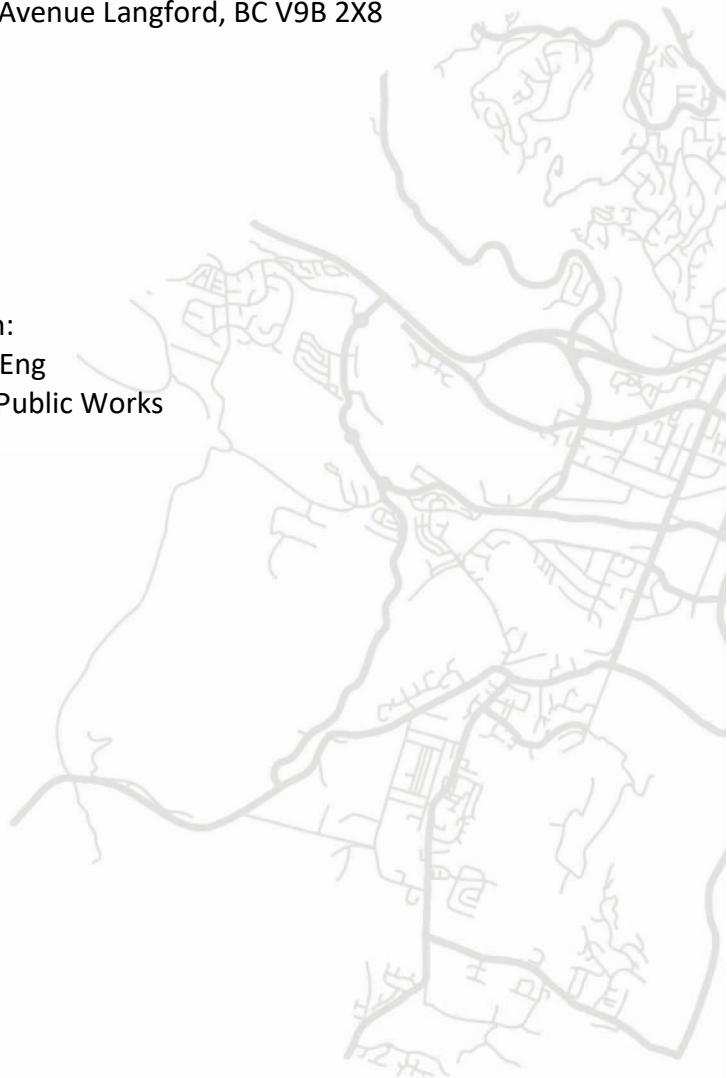
### Closing Location:

Email: [RFP@langford.ca](mailto:RFP@langford.ca)

City of Langford 2nd Floor 877 Goldstream Avenue Langford, BC V9B 2X8

### Contact Person:

Katelyn Balzer, P.Eng  
Director of Engineering & Public Works



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## 1 INTRODUCTION

The City of Langford is seeking proposals from qualified shared micromobility operators to deliver shared electric scooter and electric bicycle services in designated geofenced parking areas to begin and end trips within the City. This will include the provision of all required equipment, software, and management of this system, as a service to residents. The proposals will be reviewed, evaluated, and scored on the following four categories: Experience, Reputation, and Resources; Approach, Methodology, and Added Benefits; Parking Corral Locations; and Communications and Consultation Plan.

The shared micromobility system will provide residents with a safe, reliable, and equitable transportation option, to connect to transit hubs and support sustainable commuting practices. This will play a key role in reaching the City of Langford's mode-sharing goals while also contributing to reducing vehicular traffic and green-house gas emissions. The ability for the Licencee to create connections and form agreements with private origin/destination points (such as education institutions, shopping centres, hospitals, large employers, etc.) within Langford or beyond our borders would be seen as an asset.

## 2 BACKGROUND

The City of Langford ("the City" or "Langford") is the fastest growing municipality in the Capital Regional District of the Greater Victoria Area of Southern Vancouver Island. With a population that has been steadily increasing, Langford has become a sought-after destination for its diverse mix of residential, commercial, and recreational amenities. Langford has a complex transportation network that is jurisdictionally quadrisedected by two Provincial highways, two Regional trails, and an inoperative railway corridor. With rapid growth and development comes a multitude of benefits and challenges, mainly being new infrastructure and congestion respectively.

As stated in Council's Strategic Plan under Strategic Priority Four – Transportation:

*Langford's extensive road network primarily accommodates traditional vehicular traffic. With some roads reaching capacity at peak hours, in a rapidly growing community, and given the urgent need for climate action, there is an immediate opportunity to create awareness and to encourage and support residents shift to alternative modes of transportation. Advances in wide-spread transportation research, technology, and resource availability makes incorporating changes to the City's transportation planning and network feasible now. Providing additional alternative modes of public and active transportation infrastructure that are protected, connected, convenient, and cost effective will encourage mode shift, reduce road congestion, and reduce greenhouse gas emissions.*

The City of Langford is participating in the Province of British Columbia's electric kick scooter pilot project and is interested in increasing sustainable transportation options to its residents and visitors. In order to evaluate the efficacy of these devices, the City is seeking proposal submissions from qualified shared micromobility businesses to provide a dockless

micromobility sharing system over a three (3) year period. The program must ensure the delivery of these services in a manner that is safe, equitable, and provides more options to residents and visitors, thereby supporting the City's transportation and climate objectives by reducing single occupancy vehicle dependency.

The Licencee will be permitted to operate their business from the designated parking areas to begin and end trips. The Licencee may also enter into separate agreements with private landowners to provide parking areas and micromobility devices to the public in areas of high demand such as shopping centres, schools and education institutions, hospitals, etc. The City is keenly interested in connecting Langford residents with micromobility devices beyond the Langford borders, to some of these popular origin/destination points; this would be an added benefit to the proposal.

### 3 DEFINITIONS

Throughout this Request for Proposal (RFP), the following definitions will be used:

**“Addenda” or “Addendum”** means all additional information regarding this RFP including amendments to the RFP.

**“Licensing Agreement” or “Agreement”** means a licensing agreement that is issued to formalize the Work with the successful Proponent based on the Proposal submitted and incorporate by reference the Request for Proposal, any Addenda issued, the Proponent's response and acceptance by the City of Langford.

**“App”** means the Licencee's piece of software for a Customer's phone that is used to connect to the Licencee's Micromobility system.

**“Licencee” or “the Licencee”** means the person(s), firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, Work and Services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.

**“City of Langford” or “City”** means the Corporation of the City of Langford and any person authorized to act for or on behalf of with respect to any matter under this Request for Proposal.

**“City's Project Manager”** means the City of Langford's Director of Engineering & Public Works and their delegate appointed in writing or other persons appointed by the City of Langford.

**“Customer”** means a person or corporation that rents a micromobility Device from a Licencee for any amount of time within the lands of the City.

**“Micromobility Device” or “Devices”** means micromobility equipment including but not limited to E-Bike and E-Scooter equipment.

**“Parking Corral”** means a part of City owned land, road allowance, and/or public right-of-way designated for the storage of authorized Devices;

**“Electric Bicycle”** means a motor-assisted cycle as defined in the BC Motor Assisted Cycle Regulation (B.C. Reg. 151/2002).

**“Electric Scooter”** means an electric kick scooter as defined in the BC Electric Kick Scooter Pilot Project Regulation (B.C. OIC 640/2023).

**“Fleet”** means all the Micromobility Devices available for rent covered under one agreement which might include a variety of Micromobility Device types.

**“Geofence”** means a virtual geographic boundary, defined by the Global Positioning System (GPS), that enables software to trigger a response when a Micromobility Device enters or leaves a specific location.

**“Maximum Fleet Size”** means the highest total number of deployed Micromobility Devices a Licencee may have.

**“Micromobility Service”** means a system of Micromobility Devices, placed in a public right-of-way in a defined Service Area, available for customers to rent.

**“Minimum Fleet Size”** means the lowest total number of deployed Micromobility Devices a Licencee may have.

**“Must” or “Mandatory”** means a requirement that must be met in order for a Proposal to receive consideration.

**“Non-Operational Micromobility Device”** means a deployed Micromobility Device that is broken or unsafe to ride, fails to meet the required Micromobility Device specifications, has a depleted battery, or cannot be rented. This includes deployed Micromobility Devices without an attached helmet, contact phone number and unique vehicle identifier (which must also be printed in Unified English Braille).

**“Notice”** means a written communication delivered from one party to the other, issued in accordance with the notice requirements set forth in the licence to occupy.

**“Proponent”** means an entity that submits a Proposal.

**“Proposal”** means a Proposal submitted by a Proponent in response to this Request for Proposal.

**“Request for Proposal” or RFP** means the solicitation described in this document, including any attached or referenced appendices, schedules, and addenda.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this Request for Proposals.

**“Service Area”** means the geographic area that a Licencee designates where they allow Customers to end a Trip without a penalty fee.

**“Should” or “May”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals but is not a Mandatory requirement.

**“Successful Proponent”** means the Proponent selected by the Evaluation Team to enter negotiations for a Contract.

**“Trip”** means the action of a Customer renting a Micromobility Device by unlocking (“Trip Start”), traveling during that period “Trip time” and ending the rental in its final parking location (“Trip End”).

**“Work”** means and includes anything and everything required to accomplish the project in accordance with this Request for Proposals.

## 4 SCOPE OF WORK

### 4.1 Purpose

The City is intending to create a safe, well-connected community with a variety of affordable transportation options. This pilot program is intending to:

- Enhance transportation options;
- Provide an easy, low-cost solution that connects riders to the “first and last kilometres” of their commute;
- Provide a reliable and consistent level of service to residents and visitors to the City; and
- Achieve environmental sustainability benefits.

The City is primarily interested in entering into a Licensing Agreement to enable the operations and placement of shared Micromobility Devices in the public right of way or other City-owned property with a Licencee providing Micromobility Service. The Licencee is encouraged to make private arrangements for Parking Corrals in key origin-destination points, such as Shopping centres, schools and education institutions, hospitals, and others.

### 4.2 Term of Agreement

The term of this pilot program is expected to be a three-year period, with up to one (1) optional three-year extension exercisable at the discretion of the City, for a maximum total of six (6) years. The City anticipates that the pilot program can be planned and launched within ninety

(90) days of the execution of the Agreement. Respondents may propose an alternative timeline for launch if this is not sufficient to ensure program success.

#### 4.3 Service Area

The City is asking respondents to define a Service Area for the launching of the shared micromobility pilot program. Langford is home to approximately 58,000 residents and quadrisectioned by two Provincial highways, two regional roads, and an inoperative railway corridor. The Service Area should be a city-wide approach and provide micromobility options to as many residents as possible.

#### 4.4 Parking and Storage of Devices

The Licencee will be required to use Parking Corrals for the storage of Devices to maintain tidy and accessible public highways. The Respondents must provide a map identifying the Parking Corrals on City property and public rights-of-way, as described in further detail under Section 5.5.-The Parking Corrals must be placed to minimize conflicts with people moving along the sidewalks. Customers of the Licencee will be expected to begin and end all trips at one of the Parking Corrals within the Service Area.

The City is looking for a minimum of 30 Parking Corral locations to start the pilot program and up to an approximate maximum of 60 Parking Corral locations at full build out. These locations can be defined using the Capital Regional District's regional mapping system to determine lot lines, and municipal boundaries. Additional Parking Corrals or alterations to existing ones will be considered periodically during the pilot program.

All Micromobility Devices within the Parking Corrals must remain upright with wheels in contact with the ground. Devices that are not upright or leaning on another object or structure are deemed to be improperly parked.

Parked Micromobility Devices must not obstruct or interfere with pedestrian or vehicular traffic, including blocking sidewalks, pathways, laneways, doorways, driveways, curb ramps, bike lanes, cycle ramps, bus stops, center median islands, and travel lanes.

Parked Micromobility Devices must not block street furniture that requires pedestrian access (e.g. benches, garbage bins, mailboxes, pedestrian push buttons, bus shelters). They also must not block loading zones, parking spaces, or accessible parking spaces.

The City may change parking rules, as needed, in response to emerging issues or concerns by providing written notice to the Licencee.

### No Parking and No Riding Areas

The City may designate no-parking and no-riding areas at any time. The Licencee must designate these areas within their App within one week of Notice.

### Temporary Parking Restrictions

At the direction of the City, due to an emergency event, weather event, construction, public event, or other situation affecting the public right of way, the Licencee must remove all its Micromobility Devices from the public right of way or to a location that does not impede the City's access and response to the situation for the duration of the event.

### 4.5 No- and Slow-Ride Zones

The City may designate no-ride or slow-speed areas at any time. The Licencee must designate these areas within their App within one week of Notice.

The Licencee will be required to propose No- and Slow-Ride Zones in the submitted proposal. Throughout the program, the Licencee may also establish No-Parking, No-Riding, Slow-Speed, or Parking Corrals on private property. The City must be notified of any changes.

### 4.6 Financial Compensation to the City

Respondents will provide the City with a minimum fee per Parking Corral area, per year of operations. This fee is to compensate for costs associated with use of public right-of-way, program administration, oversight, and compliance enforcement. Compensation to the City will help manage right-of-way constraints and deliver effective operations throughout the pilot period. The Licencee is expected to propose their minimum fee to the City as part of this proposal, the final fee to be negotiated between the City and the Successful Respondent.

Requests for additional Parking Corrals within the term will require further payment of the parking area fee to the City.

### 4.7 Security Deposit

A Security deposit of \$15.00 per Device will be held by the City. The security deposit will be returned to the Licencee at the end of the pilot period subject to any costs to be recovered by the City. Charges may include the actual costs to repair damage to public infrastructure and the following costs for removal and storage of Mobility Devices which are improperly parked, inoperable or unsafe:

- Device removal cost: the City will deduct from the Security deposit for any fees, resources and staff time plus 15% related to the retrieval and removal of the Device;
- Device impoundment cost: \$50 per Device plus \$1 per day for storage. If the Licencee fails to retrieve the Device after 30 days, the City will recycle the Device and charge any recycling costs incurred; and
- Fines for contravening of any requirements or conditions of the Agreement will be fined at a rate of \$50 for each occurrence, per Device, if applicable.

#### 4.8 Services Requirements

The City is looking for a Licencee that has positive working relationships with communities comparable to Langford, and have demonstrated ability to deliver and maintain safe, reliable, and affordable shared Micromobility Devices.

Proponents are to address the following Services requirements in the Proposal:

##### Corporate Profile

The Licencee should include information regarding their experience with providing this type of program in other municipalities throughout North America, and preferably throughout British Columbia.

##### Operations and Maintenance

The Licencee must maintain all the provided Devices to ensure they are in a safe, and in operable condition with all required equipment included (i.e. lights, kickstand, helmet, etc.). Additionally, all parking areas, signage, paint markings, and other infrastructure related to the pilot program must be maintained by the Licencee.

The Licencee must ensure that the Devices are parked in the designated Parking Corrals and parked in an appropriate manner. Regular inspections should take place within the Service Area to address any Devices that have been left outside of a Parking Corral.

The City reserves the right to remove a Device from the municipal road right-of-way at any time.

##### Community Engagement

To assist with current operations, the Licencee is encouraged to meet with customers, businesses, and other stakeholders with or without City staff present throughout the duration of the pilot program to solicit feedback and respond to any concerns that may exist within the Service Area.

The Licencee is encouraged to provide education regarding how to ride safely and courteously through the App, in-person, via the web, or some alternate method.

##### Monitoring and Data Sharing

Pursuant to Section 5.9, the successful Proponent shall provide the City with semi-annual summary reports regarding performance of the pilot. An opt-in customer survey would be an added benefit towards the City's research relating to active and alternative transportation.

#### 4.10 Changes in the Service

The City reserves the right, without invalidating this Agreement, to change the locations and number of Parking Corrals, and discontinue existing Parking Corral locations during the term of

the Agreement. Those changes will be communicated to the Licencee 30 days in advance of any changes coming into affect.

## 5 DELIVERABLES AND OBJECTIVES

The Licencee shall provide the public with shared Micromobility Services for use within the City of Langford.

### 5.1 Corporate Profile and Schedule

Provide your proposed implementation schedule, including anticipated timelines for: agreement negotiation period; parking location identification, technical design, review and approval; equipment procurement; and initial launch and phased expansion of Service Area and fleet (from launch date to – how you reach full deployment), and any relevant milestones, metrics or other items related to program requirements. Identify contingencies and timeframes for City roles (e.g., for parking area and approval), as needed to support our proposed implementation schedule.

### 5.2 Fleet Size and Maintenance

The Minimum Fleet Size is 150 Devices with a minimum of 30 Parking Corrals. The Licencee must be at or above the Minimum Fleet Size on the starting day of the Service. The potential Maximum Fleet Size is 300 Devices with parking in 60 locations, to be achieved prior to the end of the three-year agreement period. The Proposal must include a plan for phasing in additional Mobility Devices and Parking Corrals to achieve the Maximum Fleet size. Depending on the success of the program and demand for additional Devices, the City may consider increasing the Maximum Fleet size.

Describe your organisation’s proposed approach to asset management and renewal, and how this will improve the longevity and sustainability of the fleet, while ensuring E-Scooters and E-Bicycles are in good working condition. If possible, give an example of asset management and renewal of a system that your organisation is delivering/has delivered.

Describe your proposed plan to remove mud, debris, snow, ice, garbage, and graffiti from on and around the Parking Corrals and Micromobility Devices. Include your method or system to alert the City’s snow removal and street cleaning vehicles to boundaries of the parking areas.

Provide a plan for inspection and maintenance of Micromobility Devices and Parking Corrals, including for wear and tear issues, signage and upkeep, the frequency of inspection, Mobility Device replacement schedules, and any company policies on Micromobility Devices and parking area inspection and maintenance.

### 5.3 Service Area and Wayfinding

The Licencee’s Service Area must include the City of Langford’s downtown core and include locations on both the north and south side of the Trans-Canada Highway.

Describe your wayfinding strategy to find Parking Corrals so Customers have a seamless experience.

Parking Corral locations can be defined using the Capital Regional District's regional mapping system to determine lot lines, and municipal boundaries. All Parking corral locations are subject to City approval.

#### 5.4 Micromobility Devices

The Micromobility Devices must have a unique identifier, and a toll-free phone number conspicuously displayed and visible at a distance. The contact phone number and unique identifier must also be printed in Unified English Braille.

The Proposal must include a description of the proposed Micromobility Devices and all of the included features and accessories for each type of Device. All Micromobility Devices must comply with the British Columbia Motor Vehicle Act. Providing detailed specifications of the Devices is required. There must be a minimum of two different types of Devices, with a split of 50:50 to begin the program, and the split monitored and based on demand thereafter. At no point can the split be less than 75:25.

The Licencee is responsible for monitoring and maintaining the Micromobility Devices and the features on the Devices. For example, cleaning the helmets, ensuring the kickstands, bells, and lights are operational, etc. The Proposal must include a cleaning schedule for the Micromobility Devices and related accessories.

#### 5.5 Parking and Geofences

Micromobility Devices may be parked in designated areas within City property and public rights-of-way, such as underutilized portions of sidewalks, boulevards, parking stalls, plazas, parks, etc., subject to all Federal, Provincial, and City legislation and any further requirements set out in the Agreement. Parking Corrals should be dispersed throughout the City to ensure that the Devices are accessible and available to users in a variety of locations. It is the responsibility of the Licencee to create agreements with the private landowners to provide Parking Corrals at these locations.

Provide a general description of all the proposed Parking Corrals including average dimensions (length x width) as well as any features (e.g. signage, paint markings, etc.).

Provide the typical distances between parking areas and the estimated minimum and maximum distances between parking areas.

## 5.6 No- and Slow-Ride Zones

Indicate your organisation's ability to create slow- and no-ride zones, including on short notice. Describe your approach and tools for providing slow- and no-ride zones for at least one system that you are operating, and the effectiveness. Describe how your E-Scooters and E-Bicycles react when a Customer is entering and leaving these areas. Describe any challenges you may have had in marking zones, and how your organisation responded.

## 5.7 Safety and Customer Education

The Licencee is responsible for providing all Customers about Federal, Provincial, and Municipal laws and regulations for the riding and parking of Micromobility Devices. The Licencee shall develop and maintain a Customer Education Plan for safe and proper riding and parking.

The Licencee is responsible for issuing warnings, fines, or account suspensions to Customers if provided with verifiable complaints of improper riding and parking, or for repeat infractions by the same Customer.

Describe how you would encourage system Customers to wear a helmet during rides. Describe your approach to educating Customers on the Service Area (where they can ride on- and off-street, as well as restricted or prohibited riding areas), and how and where to park/unlock Micromobility Devices.

Describe education strategies to be deployed through a variety of channels – including in-person, in-App, email, text, online, and other channels – that ensure new, returning and temporary Customers are consistently educated about how to ride safely and courteously.

Describe proposed actions and interventions to prevent and discourage sidewalk riding, including but not limited to education and/or in-App messaging.

## 5.8 Customer Service and Responsiveness

Provide the City with a plan on how the Licencee proposes to handle:

- Improperly parked, or tipped over Micromobility Devices;
- Non-Operational Micromobility Devices;
- Customers experiencing problems and make suggestions for system improvements with/without the use of a smartphone;
- How City Staff can report concerns or complaints, or contact the Licencee as required; and
- How the City/Customers will be notified in case of a planned or unplanned system outage.

Include the time frame of rectifying these issues, and/or making the Devices unavailable on the App.

## 5.9 Data Collection

The successful Proponent shall provide the City with semi-annual reports detailing performance of the pilot.

These reports will enable the City to evaluate and monitor the pilot program and meet the requirements of the Province of BC. The reports shall include, at minimum:

- The total number of unique Customers who made a trip, the distribution by age, and a breakdown by gender (if available);
- Total trips made for the reporting period and total trips for the calendar year;
- Overall Device availability, utilization, turnover, and parking duration by day;
- A heat map showing the routes that e-bikes and e-scooters used to make trips;
- Trip duration and distance (mean, median, and distribution);
- Summary of Trip profile by day of week and time of day;
- Number of trips made by each available Device Type;
- List of education and outreach activities and their reach;
- Any equity initiatives undertaken in the reporting period; and
- Any additional data the City may request from time to time to assess the pilot program.
- If possible, include greenhouse gas (GHG) equivalent emissions reduction/increase by e-bike or e-scooter trip; and
- Number of complaints from Users and a breakdown of common topics.

The Licencee must conduct an opt-in Customer survey at least twice per year or up to four times per year (results to be included with semi-annual reports). The Licencee questionnaire subject to approval by the City. Survey results showing the response must be shared with the City in an .xls or .csv format.

## 5.10 Key Partner Engagement

Confirm how you anticipate notifying and working with existing residents and businesses that will be adjacent to a designated parking area for the pilot program.

Describe your experience notifying residents and businesses of new parking areas or changes to the Service near their residence or business which will impact them.

If possible, provide an example of your location engagement approach for a system your organisation is delivering/ has delivered.

Outline specific strategies to increase ridership among potential riders, new to active transportation riders or those who may feel left out of active transportation.

## 5.11 Equity Program and Community Benefits

Partnership with Community Groups: Identify community-based groups you would/will reach out to if selected as the Successful Proponent, or if you have already had contact with them.

Provide a breakdown of how users will be charged to use the Micromobility Devices (for example, per kilometre, minutes, trips, etc.) and the proposed rates that will be used. Will you offer discounts for those experiencing economic barriers.

State if any discounts on fees are provided to users and under what terms/conditions.

## 6 INSTRUCTIONS TO PROPONENTS

### 6.1 Examination of RFP Proposal Documents and Knowledge of Services

It is each Proponent(s) responsibility to carefully examine the RFP documents. The Proponent may not claim, after the submission of the Proposal, that there was any misunderstanding with respect to the terms imposed by the City of Langford.

### 6.2 Proposal Closing Date and Delivery Instructions

It is the sole responsibility of the Proponent to submit their Proposal to Langford City Hall prior to 2:00 p.m. PST on Thursday, January 23<sup>rd</sup>, 2025 (the “closing date and time”). The time on the City’s Receptionist’s computer will be deemed to be the correct time for purposes of receiving this Proposal.

The Proposal should be emailed with the subject line clearly marked “RFP for City of Langford – Micromobility Pilot Program”.

Proposals shall be delivered via email to: [RFP@langford.ca](mailto:RFP@langford.ca)

No other information should be included in the Subject header of the email. Late Proposals will not be considered.

### 6.3 Questions and Inquiries

All questions and inquiries related to this RFP shall be directed in writing to:

City of Langford’s Engineering and Public Works Department,  
Attn. Katelyn Balzer via email: [engineering@langford.ca](mailto:engineering@langford.ca)

Information received from any other persons or source may be inaccurate and cannot be relied upon. No oral conversation will affect or modify the terms of this RFP nor may it be relied upon by the Proponent.

Questions are to be submitted in writing before end of business day on Thursday, January 16<sup>th</sup>, 2025. The City reserves the right to not answer questions after this date.

If a change or additional information is warranted, the City’s response will be communicated to all Proponents by means of written Addenda issued by the City prior to the closing date and time. Proponents are required to check the BC Bid and City of Langford websites for any updated information and Addenda issued up to and including the “closing date & time”.

The City will attempt to respond to all reasonable inquiries via addenda but reserves the right not to respond to inquiries. Proponents finding discrepancies or omissions in the RFP documentation or having doubts as to the meaning or intent of any provision should immediately notify the City via the contact email listed above.

#### 6.4 Addenda

If the City determines that an amendment is required to this RFP, the City will issue an addendum and such an addendum will be posted on the BC Bid website and the City's website. Each addendum will be incorporated into and become part of the RFP Document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City. Upon submitting a Proposal submission, Proponents will be deemed to have received notice of all addenda that are posted on the City of Langford and BC Bid websites.

#### 6.5 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any sample requests, meetings, negotiations or discussions with or presentations to the City or its representatives and consultants, relating to or arising from this RFP.

#### 6.6 No Obligation

This RFP is not a tender and does not commit the City in any way to select a leading proponent or to proceed to negotiations for a Contract, or to award a Licensing Agreement to any Leading Proponent, and the City reserves the right at any time to reject all Proposals, terminate this RFP process and, if the City elects, obtain or proceed with obtaining the Services in some other manner, including by advertising for new Proposals.

#### 6.7 No Claims

The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Licensing Agreement, or other activity related to or arising out of this RFP.

#### 6.8 Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the Services in this RFP.

### 6.9 Changes to RFP Document

Proponent(s) must not alter any portion of this RFP documents, with the exception of adding the information requested. To do so will invalidate the submission of its Proposal.

### 6.10 Changes to the Proposal Wording and Content

The Proponent will not be allowed the opportunity to change the wording or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the City (e.g. minor clarifications).

### 6.11 Insurance Requirements

The Proponent, at the reasonable request of the City, will provide to the City evidence of all required insurance in a form acceptable to the City, within five (5) working days of such a request. No Licensing Agreement will be awarded to any Licencee who cannot meet the insurance requirements.

### 6.12 Working Language

The working language of the City is English and all Proposals must be submitted in English.

### 6.13 Proposal Opening

Proposals will not be opened in public.

## 7 RFP GENERAL TERMS AND CONDITIONS

### 7.1 General Terms and Conditions

The following terms and conditions will apply to this Request for Proposal. Submission of a proposal indicates acceptance of all the terms that follow and that are included in any addenda issued by the City.

Proponents are cautioned to carefully read and follow the instructions, terms, and conditions required by this Request for Proposal as any deviation, omission, inaccuracies, or misstatements may be cause for rejection. However, the City reserves the right, at its sole discretion, to waive minor irregularities and defects in a proposal and proceed with that respondent.

In the event only one proposal is received, the City reserves the right to return that proposal unopened. Proposals received after the closing time will be returned unopened. Proposals must be executed by an authorized signatory of the proponent utilizing the Proponent Commitment section of this Request for Proposal.

All proposals and subsequent information or material received shall become the property of the City and will not be returned. The proposals will be held in confidence by the City subject to the provisions of the Freedom of Information and Protection of Privacy Act.

Except as otherwise provided in this RFP, Proposals remain valid and may not be withdrawn, for a period of sixty (60) days following the deadline date for submission of proposals. Prior to the deadline date for submission of proposals, proponents must not contact any other representative of the City regarding this Request for Proposal, other than Katelyn Balzer, or designate. Unauthorized contact with any City representatives, including members of City Council, may be cause for the rejection of the proponent's proposal.

The City is under no obligation to enter into the Licensing Agreement as a result of this Request for Proposal and reserves the right to terminate this Request for Proposal process for any reason at any time. The City may then do nothing or re-tender.

No proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposal process, and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

This Request for Proposal and the successful proponent's response may form part of the Licence to Occupy or any other agreement entered into with the City of Langford.

Any information acquired about the City by a proponent during this process must not be disclosed unless authorized by the City, and this obligation will survive the termination of the Request for Proposal process.

The proponent, including all consultants, sub-consultants, corporations, or individual members of a proponent, will promptly disclose to the City any potential conflict of interest and existing business relationships they may have with the City or evaluation committee. The City reserves the right to disqualify any proponent who in its opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future.

Any dispute arising from this Request for Proposal, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.

The Successful Proponent will purchase a City of Langford or Intercommunity business license prior to executing the Licence to Occupy.

## 7.2 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

### 7.3 Laws, Regulations, and Permits

This RFP and any Agreement formed shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFP or any Agreement.

The Licencee shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting users or the public road right of way. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable for the execution of this Agreement they shall be obtained by the Licencee at its expense.

### 7.4 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time prior to the Proposal closing time by submitting a written withdrawal letter to the Engineering department via email: [engineering@langford.ca](mailto:engineering@langford.ca)

### 7.5 Acceptance and Rejection of Proposals

This RFP is not an agreement to purchase goods or services. The City is not bound to enter a Agreement with any Proponent. The City reserves the right to:

- Not accept any Proposal in response to this RFP;
- To reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- To reject any Proposal at any time prior to execution of a Contract;
- To reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind;
- To waive immaterial defects and minor irregularities in any Proposal; and
- To assess the ability of the Proponent to perform the Agreement and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are insufficient.

### 7.8 Freedom of Information and Privacy Protection Act (FOIPPA)

The contents of the Proposal are subject to the Freedom of Information and Privacy Protection Act (FOIPPA). The Proponent should note within its Proposal whether it considers any part of the Proposal as proprietary or trade secret. The City attempts to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, the City has the sole discretion in determining whether any part(s) of Proponent Proposals contain information that is exempt from FOIPPA legislation.

### 7.9 Ownership of Proposals

All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

### 7.10 Debriefing

Proponents may request a debriefing which may be made available at the City's convenience. The intent of the debriefing information session is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process. The City will provide a debriefing upon request, after Agreement award has been completed.

## 8 PROJECT TIMELINES

The successful proponent will provide an updated and specific schedule as a submittal for approval by the City's Project Manager after award.

The pilot program will be considered complete at the end of the three (3) year term of the Agreement. The City may, in its sole discretion agree to enter into an additional three (3) year term provided the Licensee submits a written request to the City for such an extension not less than six (6) months prior to the expiry of the term.

## 9 PROPOSAL FORMAT

Before submitting proposals, proponents must understand the nature and location of the work, local conditions, the professional services, equipment, technology, and facilities needed for the execution of the work, and all other factors that might have a bearing on their proposal. Proponents are fully responsible for obtaining all information required for the preparation of proposals and the execution of the work. Proponents are solely responsible for their own expenses in preparing and submitting proposals and for any meetings, negotiations, or discussions with the City or its representatives and consultants relating to or arising from this RFP. Proponents agree that by participating in the RFP process and/or submitting a proposal, they have no claim for compensation.

### 9.1 Mandatory Requirements

The mandatory criteria against which proposals will be evaluated are identified below. Proponents must ensure they fully respond to all criteria to receive full consideration during evaluation. Proposals need to clearly demonstrate that they meet the following mandatory criteria to be included in further consideration during the evaluation process.

The proposal must be received in the correct inbox before closing time, as specified.

The proposal must include a firm, fixed, all-inclusive price for each element required.

## 9.2 Proposal Format

This section describes the expectations for proposal formatting. Any proposal submitted should be in general alignment with these expectations to facilitate comparative evaluation.

Proponents should respond to the questions under each heading clearly and concisely. Through the information provided in your Proposal, the City of Langford expects to gain an in-depth understanding of a Proponent's experience, capabilities, and capacity to provide the services outlined in the Scope of Services.

### 9.2.1 COVER LETTER

Provide a single-page cover letter that includes the name, address, telephone number, title and signature of the proponent's contact person for this proposal.

### 9.2.2 PROFILE, EXPERIENCE, AND QUALIFICATIONS

Q1: Confirm that your organisation has delivered and managed a fleet of over 300 shared Electric Scooters and/or Electric Bicycles for a minimum of one (1) year in at least one municipality in North America.

Q2: Describe the shared micromobility systems that your organisation has operated for at least one (1) year. In a table format, provide the municipality, length of operation, parking management approach, fleet size, Service Area, and any key system design and operational elements you consider appropriate.

Q3: Provide a list of municipalities where your organisation either voluntarily left the market and/or were requested to cease operation by the local government. Provide an explanation of the circumstances of the decisions and describe how your organisation implemented the departure.

Q4: Describe the location of branches, background, years of business under the current legal entity, stability and structure of the Proponent. Provide an executive summary describing the Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP.

Q5: Describe at least one (1) specific example of recent work completed by the Proponent that required the performance of services similar to the Services described in this RFP (to the extent possible). In each case, the Proponent should identify:

- Project and client name;
- Scope of Services; and
- Project actual start and completion dates.

Provide contact reference information, phone number and email address of an individual from each client who can provide details and feedback regarding the services performed by the Proponent. The City of Langford may contact these references.

Q6: Project Team, Experience, Qualifications and Company Resources:

- Identify the names of key personnel or subcontractors involved in the project who will be available to perform the services under the Licensing Agreement;
- The proponent shall describe the ability to effectively manage and coordinate the work of personnel or subcontractors as one project team;
- The personnel and contractors assigned to the project should remain in-place for the duration of the project, unless the written notification has been provided and approved by the City's Project Manager;
- The proponent should demonstrate their ability to carry out the project and provide the information of the relevant projects with references similar in scope and complexity. The City has a right to verify the information provided and the information obtained from references will not be disclosed or discussed with any other proponents;
- Include any other company resources who will provide additional value to the project consultation;
- State the corporate acceptance of the terms and conditions of this RFP and attached draft Licensing Agreement. Confirm that the proponent carries adequate insurance meeting or exceeding the levels specified within the Licensing Agreement, and that proof of the required insurances will be submitted upon request; and
- Declare that the proponent, if successful, will purchase a City of Langford or Inter-Community business license prior to beginning the project.

### 9.2.3 TECHNICAL APPROACH AND METHODOLOGY

Communicate in detail your understanding of the project, its requirements, and important issues. Describe both the project management and technical methodologies proposed to be used. Clearly indicate all services which are to be included, excluded, optional, or to be provided by others.

Q7: Provide a brief description, outlining a comprehensive understanding of the project.

Q8: Provide a description of the general approach and methodology that the Proponent would take in performing and managing the Services. The proponent is responsible to determine the framework for the most efficient, and effective Service based on the understanding of project scope as well as their own proven performance and time-tested practices.

## 10 EVALUATION PROCESS

Proposals will be evaluated and scored based on the criteria set out below, and the highest-ranked respondent will be the one that achieves the highest total score. In the event of a tie, the respondent with the lowest price will be selected.

<b>Evaluation Criteria</b>	<b>Weighting</b>
Experience, Reputation, and Resources	20
Approach, Methodology, and Added Benefits	30
Parking Corrals Locations	40
Communications/Consultation Plan	10
<b>Total Weighting</b>	<b>100</b>

**10.1 Experience, Reputation, and Resources – 20 Points**

Describe the location of branches, background, years of business under the current legal entity, stability, and structure of the Proponent. Provide an executive summary describing the Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP.

Describe at least one (1) specific examples of recent work completed by the Proponent that required the performance of services similar to the Services described in this RFP (to the extent possible). In each case, the Proponent should identify:

- Project and client name;
- Scope of Services; and
- Project start date.

Identify the project role of all Prime Consultants personnel directly assigned to the project. Identify the names of key personnel involved in the project who will be available to perform the services under the agreement.

The personnel assigned to the project should remain in place for the duration of the project unless the written notification has been provided and approved by the City's Project Manager. Preference will be given to Respondents who submit profiles with subcontractors experts in related fields.

**10.2 Approach and Methodology – 30 Points**

Respondents are to describe their approach and methodology for conducting the Scope of Work.

Communicate in detail your understanding of the project, its requirements, and important issues.

Describe both the project management and technical methodologies proposed to be used. Clearly indicate all services which are to be included, excluded, optional, or to be provided by others.

Clearly indicate in the proposal which items or which parts of items will be undertaken by your firm, by a sub-contractor or by the City of Langford.

Provide a list and scope of activities required by the City of Langford for efficient and timely completion of the program.

Provide a detailed description of the operations and maintenance plan, and quality assurance processes and procedures that will be followed specifically with this project.

Outline your understanding of the scope of work specific the pilot program.

Preference will be given to Respondents who submit task lists that are specific, measurable, attainable, relevant, and time bound.

### 10.3 Parking Corral Locations – 40 Points

Respondents are to describe all proposed locations for Parking Corrals for the Micromobility Devices. Respondents will provide a proposed list of the top 30 locations.

### 10.4 Communications/Consultation Plan – 10 Points

Clearly describe in the proposal how you will notify the public regarding changes to the program, encouraging safe ridership, and notifying of different zones throughout the Service Area (i.e. slow or no-ride zones).

Include a description of how businesses and residences will be notified if their property will be impacted by the pilot program – for example, if a Parking Corral is installed adjacent to their property.

## LICENSE OF OCCUPATION – SHARED MICROMOBILITY PARKING

THIS AGREEMENT, dated for reference the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, is

BETWEEN:

**CITY OF LANGFORD**

2nd Floor, 877 Goldstream Avenue,  
Langford, B.C., V9B 2X8

(the “City”)

AND:

**[Successful Proponent]**

**[Address]**

(the “Licensee”)

GIVEN THAT:

- A. The City is participating in the Province of British Columbia’s electric kick scooter pilot project and is interested in increasing sustainable transportation options to its residents and visitors.
- B. The City issued Request for Proposals **NO. ###** seeking proposal submissions from responsible firms or operators to provide a dockless micromobility sharing system, a copy of which is attached hereto as Schedule “B” (the “RFP”);
- C. The Licensee submitted a proposal dated **[DATE]** in response to the RFP which was selected by the City as the successful proponent, a copy of which is attached hereto as Schedule “C” (the “Proposal”); and
- D. The City has agreed to grant a non-exclusive license to the Licensee to occupy the Parking Locations solely for the purpose of parking Micromobility Devices used exclusively for the Service, in accordance with the terms of this Agreement (the “Permitted Use”).

THIS AGREEMENT is evidence that, in consideration of one (\$1.00) dollar paid by the Licensee to the City, and other good and valuable consideration (the receipt and sufficiency of which the City hereby acknowledges), the parties covenant and agree as follows:

### DEFINITIONS

1. In this Agreement:

- (a) “App” means the Licensee’s piece of software for a customer’s phone that is used to connect to the Licensee’s Service;

- (b) “Director of Engineering” means the City of Langford’s Director of Engineering & Public Works and their delegate appointed in writing;
- (c) “E-Bike” means a motor assisted cycle as defined in the Motor Vehicle Act, R.S.B.C. 1996, c. 318;
- (d) “E-Scooter” means an electric kick scooter as defined in the Electric Kick Scooter Pilot Project Regulation, B.C. Reg. 90/2021;
- (e) “Micromobility Devices” means E-Bikes and E-Scooters;
- (f) “Parking Locations” means the parking spaces for Micromobility Devices located on City land or highway as shown outlined in bold on Schedule A to this License, and as changed by the parties in accordance with section 7;
- (g) “Permitted Use” has the meaning given to it in Recital D; and
- (h) “Service” has the meaning given to it in section 9 and the applicable terms described in the RFP and Proposal.

#### **INCORPORATION OF RFP AND PROPOSAL**

- 2. **Schedules** – The following Schedules form part of this Agreement:
  - (a) **Schedule A** – Parking Locations
  - (b) **Schedule B** – Request for Proposals
  - (c) **Schedule C** – Proposal
- 3. The Licensee acknowledges and agrees that all obligations, representations, warranties, covenants, and commitments contained in the RFP and the Proposal, are binding on the Licensee and enforceable by the City under this Licence Agreement. The Licensee shall perform all obligations described in the RFP and Proposal to the satisfaction of the City. The Licensee agrees to comply with all terms and conditions as specified under the RFP and Proposal, and to fulfill all duties and responsibilities set forth therein.

#### **LICENSE**

- 4. **Grant of License** – The City hereby grants to the Licensee a non-exclusive right and license to use the Parking Locations for the Permitted Use in accordance with this Agreement.
- 5. **Parking Locations Accepted As-Is** – The Licensee accepts the Parking Locations “as-is” and acknowledges that the City has made no representations or warranties respecting the suitability of the Parking Locations for the Permitted Use.

#### **TERM**

- 6. The term of this Agreement will commence on [date] and continue until [date], subject to earlier termination as provided herein (the “Term”). Subject to the City’s sole discretion, the Term may be extended for an additional three-year period, for a maximum total of six (6) years.

## PARKING LOCATION CHANGES

7. **Annual Application Permitted** - Once per calendar year during the Term, the Licensee may in its discretion apply to the City to change the location of any of the Parking Locations, add additional Parking Locations, remove Parking Locations, or any combination of the foregoing (the "Parking Location Changes"). The City may approve of the Parking Location Changes if receipt of a written report from the Licensee meets the requirements of section 8 below to the satisfaction of the City's Director of Engineering in their sole discretion. If the City approves one or more of the Parking Location Changes proposed by the Licensee, every reference to the Parking Locations in this Agreement is deemed to include such approved Parking Location Changes.
8. **Required Report Content for Annual Application** - For each proposed Parking Location Change, the Licensee will provide a written analysis of the proposed Parking Location Change that addresses each of the following factors:
  - (a) safety;
  - (b) proximity to public transit stops;
  - (c) impact on existing use of proposed location and access to adjacent features, such as fire hydrants and street furniture, and for certainty must include consideration of the use of the proposed location by persons with disabilities;
  - (d) proximity to other Parking Locations;
  - (e) proximity to shopping districts, residential neighbourhoods, parks, community facilities, amenities, and other destinations; and
  - (f) any other factors requested by the City's Director of Engineering, acting reasonably.

The Licensee will provide the aforementioned analyses in the form of a single written report that addresses each proposed Parking Location Change individually. The Licensee agrees that the City may make such report available to third parties including the public.

9. **Right of City to Close Parking Locations** - The City may in its sole discretion direct the Licensee to change or remove any of the Parking Locations from the Service upon providing the Licensee with thirty (30) days of notice, except in the event of an emergency in which case the City may direct the Licensee to remove any of the Parking Locations from the Service immediately. If the City directs the Licensee to remove one or more Parking Locations, the Licensee may apply to the City for replacement Parking Locations in accordance with sections 7 and 8 above.
10. **Right of City to Designate No- and Slow-Ride Zones** – The City may in its sole discretion designate no-ride, no-parking, or slow-speed zones upon providing the Licensee with written notice. The Licensee must designate these areas within their App within one week of notification.

## SERVICE AS CONDITION OF LICENSE

11. ***Service to be Performed by the Licensee*** - The Licensee will operate a for-profit business that provides the public with access to Micromobility Devices (the "Service"). Without limiting the requirements set out under the RFP and Proposal, the Licensee will ensure that, at all times during the Term, the Service will:

- (a) be in compliance with all applicable laws and regulations;
- (b) meet or exceed industry standards and best practices for safety, operations and maintenance, cleanliness, education and outreach, accessibility, and protection of personal information;
- (c) supply all equipment, plans, labour, technology, supplies, utilities and other items, including the Micromobility Devices, required to provide the Services, other than the Parking Locations, which will be provided by the City;
- (d) not charge fees to the public that significantly exceed industry standards;
- (e) include both E-Bikes and E-Scooters, with a split of 50:50 to begin the Term, and the split not composing less than 75:25 thereafter;
- (f) include at a minimum 150 Micromobility Devices and 30 Parking Locations to begin the Term, with the potential maximum fleet size of 300 Micromobility Devices and 60 Parking Locations to be achieved prior to the end of the Term;
- (g) take all reasonable actions to ensure Micromobility Devices are parked only in the Parking Locations or, if applicable, authorized locations on private lands;
- (h) include a helmet with each Micromobility Device, and all other Micromobility Device features required under the RFP, or the Proposal;
- (i) not include on any Micromobility Device, and any associated helmets and other materials related to the Service within the City, any advertising or branding for any business or organization other than the Licensee, except with the prior written consent of the City in its sole discretion;
- (j) make all the Micromobility Devices included in the Service available to the public and not reserve any such devices for use by private groups or subgroups of the public;
- (k) keep all Micromobility Devices sufficiently charged so as to maintain a high level of service for customers;
- (l) provide the City with biannual reports regarding the performance of the Services, which shall include all requirements as set out under the RFP and Proposal;
- (m) conduct an opt-in customer survey that will include questions developed by the City, along with any other questions approved by the City. The survey results must be provided to the City in the biannual reports;

- (n) develop a customer education plan for the safe and proper riding and parking of Micromobility Devices, as defined under the RFP and Proposal, and inform all customers about all relevant Federal, Provincial, and Municipal laws and regulations;
  - (o) be responsible for issuing warnings, fines, or account suspensions to customers when provided with verifiable complaints of improper riding or parking, or for repeat infractions by the same customer, as set out under the RFP and Proposal;
12. **License Conditional** – If at any time during the Term the Licensee does not operate the Service or the Service does not comply with the requirements set out in section 11 above, the City may terminate this Agreement by providing fifteen (15) days of written notice.
13. **Sole Shared Service on City Lands** – During the Term, the City represents that it will not grant any license to park Micromobility Devices on City lands or highways to any operator of a service that is substantially similar to the Service. For clarity, physical stores providing rentals of E-Bikes or E-Scooters or both are not substantially similar to the Service. Nothing in this Agreement is to be construed as granting the Licensee the exclusive right to provide the Service in the City, and the City may regulate and permit services similar to the Service to operate in the City provided the parking locations of the similar services are on lands not owned by the City.

#### USE OF PARKING LOCATIONS

14. The Licensee will:

- (a) ensure the use of the Parking Locations comply with all terms and conditions of the RFP, the Proposal, and all applicable laws and regulations;
- (b) use the Parking Locations in a good and diligent manner in order to cause no unnecessary damage or disturbances;
- (c) not deposit or place garbage, debris, or any other material on the Parking Locations, except that the Licensee and its invitees may place the Micromobility Devices on the Parking Locations in accordance with this Agreement;
- (d) routinely inspect and maintain the Parking Locations in a safe manner, including but not limited to routine maintenance of all signage, paint markings, and other infrastructure related to the Services;
- (e) routinely inspect and maintain all Micromobility Devices to ensure they are in a safe and operable condition with all required equipment included, as well as to ensure all Micromobility Devices are parked within the Parking Locations and parked in an appropriate manner;
- (f) promptly clean, in a proper workmanlike manner, any mess or damage caused to the Parking Locations or anything on or near the Parking Locations by the Licensee or its invitees, including proper removal of mud, debris snow, ice, garbage, and graffiti;

- (g) not place, install, or construct any building, structure, or other improvement or landscaping on the Parking Locations, including without limiting the generality of the foregoing any charging or locking infrastructure;
- (h) not disturb or alter the Parking Locations without prior written consent of the City;
- (i) not install any signage or paint any portion of the Parking Locations without prior written consent of the City;
- (j) ensure that customers of the Licensee are told to begin and end all trips at one of the Parking Locations;
- (k) ensure that all parked Micromobility Devices:
  - i. remain upright with wheels in contact with the ground. Devices that are not upright or are leaning on another object or structure are improperly parked;
  - ii. do not obstruct or interfere with pedestrian or vehicular traffic, including blocking sidewalks, pathways, laneways, doorways, driveways, curb ramps, bike lanes, cycle ramps, bus stops, center median islands, and travel lanes;
  - iii. do not block street furniture that requires pedestrian access (e.g. benches, garbage bins, mailboxes, pedestrian push buttons, bus shelters). They also must not block loading zones, parking spaces, or accessible parking spaces; and
  - iv. any other parking rules the City deems necessary by written notice to the Licensee.
- (l) without limiting the generality of any of the foregoing, ensure that its invitees also comply with all the obligations set out above.

15. **Improper Parking** – The Licensee will monitor the Micromobility Devices and promptly relocate any Micromobility Devices that have been parked outside the Parking Locations. The Licensee will make available to the City and the public a phone number for the purposes of reporting any improperly parked Micromobility Devices, and the Licensee will ensure that calls to such phone number are answered by a human being twenty-four (24) hours per day and three-hundred and sixty-five (365) days per year. The City reserves the right to remove any Micromobility Device from the municipal road right-of-way that have been left outside of a Parking Location.

#### **INDEMNIFICATION, WAIVER, & RELEASE**

16. The Licensee will indemnify and save harmless the City, its elected officials, officers, agents and employees from and against all liability, losses, costs, expenses (including legal fees), claims, demands, actions, causes of action or other proceedings, by whomever made, of every kind, description, and nature whatsoever arising out of or in any way connected with use of the Parking Locations, the Service, the use of Micromobility Devices by members of the public, a breach of this Agreement by the Licensee or those for whom it is responsible at law or otherwise in connection with this Agreement, except to the extent that such liability, losses, costs, expenses, claims, demands, actions,

causes of action or other proceedings result from or arise out of the negligent or wrongful acts or omissions of the City, its elected officials, officers, agents or employees.

17. The Licensee hereby releases the City from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by the Licensee arising from or related to the use of the Parking Locations, the Service, or otherwise in connection with this Agreement.
18. The Licensee will require all customers, as a term and condition of using a Micromobility Device, to release the City from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by a customer arising from or related to the use of Micromobility Devices and provide the City with proof of acceptance of such terms and conditions by each customer upon request.
19. The Licensee acknowledges and agrees that the use of the Parking Locations and the Service will be entirely at the Licensee's own risk and the City will not be liable for any theft, vandalism or other loss or damage related to the Micromobility Devices, use of the Parking Locations, or otherwise related to the Service.

## **INSURANCE**

20. The Licensee will obtain and maintain in full force and effect during the Term, the following insurance:
  - (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and other losses arising out of or in connection with the provision of this Licence in an amount not less than \$5,000,000 inclusive per occurrence. The policy of insurance shall:
    - i. name the City as an additional insured;
    - ii. include that the City is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
    - iii. include contractual liability coverage;
    - iv. not be cancelled or materially altered without the insurer providing the City with 30 days written notice stating when such cancellation or change is to be effective;
    - v. be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is excess coverage;
    - vi. include a cross-liability clause; and
    - vii. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia.
  - (b) automobile insurance in an amount not less than \$5,000,000 per occurrence.

21. The Licensee will deliver proof of insurance satisfactory to the City within 10 days of execution of this Agreement and upon demand.
22. Each policy of insurance obtained by the Licensee pursuant to this section must include a provision that such insurance may not be cancelled without providing to the City at least 30 days of advance notice.

#### **LICENSE FEES AND SECURITY DEPOSIT**

23. In consideration of the granting of the Licence, the Licensee will pay to the City \$ \_\_\_\_\_ per Parking Location annually. Payment shall be made on or before **DATE** and shall be made to the account and/or address as specified by the City.
24. A security deposit of \$15.00 per Device will be held by the City. The security deposit will be returned to the Licensee at the end of the pilot period subject to any costs to be recovered by the City. Charges may include the actual costs to repair damage to public infrastructure and the following costs for removal and storage of Micromobility Devices which are improperly parked, inoperable or unsafe:
  - a) Device removal cost: the City will deduct from the Security deposit for any fees, resources and staff time plus 15% related to the retrieval and removal of the Device;
  - b) Device impoundment cost: \$50 per Device plus \$1 per day for storage. If the Licensee fails to retrieve the Device after 30 days, the City will recycle the Device and charge any recycling costs incurred; and,
  - c) Fines for contravening of any requirements or conditions of the Agreement will be fined at a rate of \$50 for each occurrence, per Device, if applicable.
25. Upon the last day of the Term, or upon earlier termination of the Licence, the parties will complete an inspection of the Parking Locations to ensure the Licensee has left the Parking Locations in a good, neat, and tidy condition, reasonable wear and tear excepted. The City will return the damage deposit or remainder thereof, if any, within 14 days of the completion of the inspection.

#### **TERMINATION AND RETURN OF POSSESSION**

26. **Termination** - The parties may terminate this Agreement as follows:
  - (a) if either party breaches any obligations under this Agreement and fails to remedy the breach within fifteen (15) days of receiving written notice from the other party; and
  - (b) for any reason whatsoever, by providing ninety (90) days of written notice to the other party.
27. **No Compensation** – The City will not be liable to compensate the Licensee or any third party for any losses or damages resulting from the exercise of any termination rights provided by this Agreement.
28. **Return of Possession** – Upon expiry of the Term or earlier termination of this Agreement, the Licensee will promptly vacate the Parking Locations and return possession of the Parking Locations

to the City. The Licensee will remove any and all chattels and improvements from the Parking Locations and leave the Parking Locations in a good, neat, and tidy condition.

29. **Terms Survive** – the parties agree the following terms of this Agreement will survive after this Agreement expires or is terminated: sections 16, 17, 18, and 19.

## GENERAL

30. **Public Body** – Nothing contained or implied within this Agreement will prejudice or affect the duties, rights, and powers of the City in the exercise of its functions under any public or private statutes, bylaws, orders, or regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered. Without limiting the generality of the foregoing, the parties specifically agree that nothing in this Agreement is to be construed as a representation by the City not to exercise its legislative powers to regulate Micromobility Devices in the City, including without limitation to significantly restrict use of Micromobility Devices.
31. **No Partnership** - Nothing herein contained shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent nor of partnership nor of joint venture between the parties, it being understood and agreed that no provision contained herein or any act or acts of the parties shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee.
32. **No Lease** - The parties acknowledge and agree that this Agreement is a license and is not a lease. Nothing herein contained shall be deemed or construed by the parties or by any third party as creating the relationship of landlord and tenant between the parties or any third party.
33. **No Interest in Land** – The Licensee does not acquire any interest in the Parking Locations.
34. **No Assignment** – The Licensee may not sublicense or assign any right or obligation under this Agreement without the prior written consent of the City, which may be arbitrarily withheld.
35. **Power and Capacity** – The Licensee warrants, represents, and agrees that it has the power and capacity to enter into and execute, deliver, and perform this Agreement, and it has taken all necessary or desirable actions, steps, and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery, and performance of this Agreement.
36. **Costs** – All actions undertaken by the Licensee contemplated in this Agreement will be strictly at the Licensee's expense.
37. **Default** – If, in the City's opinion in its sole discretion, the Licensee has not complied with any of its obligations under this Agreement, the City may, but is not obliged to, rectify the default, provided that, except in the case of any emergency, the City must first give ten (10) days notice prior to the Licensee specifying the default and requiring it to be remedied. The Licensee shall reimburse the City for its reasonable, out of pocket expenses incurred in remedying such a default.
38. **No Duty on the City** – No right herein reserved by the City requires the City to clean, repair, clear or snow or ice, or maintain the Parking Locations.



TO EVIDENCE THEIR AGREEMENT, the parties have executed this Agreement as of the date first written above.

**[Licensee Name]**

by its authorized signatories:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**CITY OF LANGFORD**

by its authorized signatories:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

DRAFT

Schedule A

**Parking Locations**

DRAFT

Schedule B

**Request for Proposal**

DRAFT

Schedule C

**Proposal**

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