

Application for Electric Scooter Permit
Under the Shared Micro Mobility Program
[of The City of Calgary]

Submission Deadline:
16:00:59 Mountain Time on [April 19, 2021]

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INFORMATION TABLE]

Title and summary	<p>[Application for Electric Scooter] Permit (Please use this title on all correspondence.)</p> <p>The City intends to select two operators to receive permits to provide Electric Scooters under The City's Shared Micro-Mobility Program.</p>																			
Program specific details	Refer to this Application and the Framework documents for details on the Permit and Program.																			
Ineligible Applicants	[None are known to The City]																			
Insurance (Commercial General Liability)	[Ten Million (\$10,000,000.00) Dollars]																			
Permit Term	Permit will have a 1 year term, renewable to a maximum of 5 years.																			
City Contact	<p>The City Contact for the Application Process is:</p> <p>[Prabal Lahon scooterpermit@calgary.ca]</p> <p>Primary method of communication with the City Contact will be via e-mail.</p>																			
Timetable	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Activity</th> <th style="text-align: left;">Timeline</th> </tr> </thead> <tbody> <tr> <td>Date of Publication on The City website</td> <td>[March 25, 2021]</td> </tr> <tr> <td>Deadline for Notification of Participation</td> <td>March 31, 2021</td> </tr> <tr> <td>Deadline for Questions</td> <td>Prior to 14:00:59 mountain time on [April 5 2021]</td> </tr> <tr> <td>Deadline to post responses to Applicant Questions</td> <td>[April 9, 2021]</td> </tr> <tr> <td>Deadline for Issuing Addenda</td> <td>[April 12, 2021]</td> </tr> <tr> <td>Submission Deadline</td> <td>[April 19, 2021] 14:00:59 mountain time</td> </tr> <tr> <td>Rectification Period</td> <td>[5 days]</td> </tr> <tr> <td>Target Permit Issuance Date</td> <td>[Week of May 10, 2021]</td> </tr> </tbody> </table>	Activity	Timeline	Date of Publication on The City website	[March 25, 2021]	Deadline for Notification of Participation	March 31, 2021	Deadline for Questions	Prior to 14:00:59 mountain time on [April 5 2021]	Deadline to post responses to Applicant Questions	[April 9, 2021]	Deadline for Issuing Addenda	[April 12, 2021]	Submission Deadline	[April 19, 2021] 14:00:59 mountain time	Rectification Period	[5 days]	Target Permit Issuance Date	[Week of May 10, 2021]	
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Target Permit Issuance Date	[Week of May 10, 2021]																			
Submission Instructions	Submissions must be submitted electronically in accordance with Section 2.3.																			
References	Applicants should provide up to three (3) references from jurisdictions other than The City of Calgary on the Reference Form in Appendix D. [References will be checked and scored as part of the evaluation process.]																			
Additional Requirements To	<p>Selected Applicants must provide the items that are preceded by a box with an "X":</p> <p><input checked="" type="checkbox"/> Documentary evidence of insurance policies obtained by the</p>																			

Proceed Pursuant To Section 4.6.4	Applicant as required by the Permit; <input checked="" type="checkbox"/> Proof that the Applicant is in possession of a valid business license issued by The City; <input checked="" type="checkbox"/> Proof of registration with Alberta Registries under the Business Corporations Act (Alberta) to carry on business in Alberta; <input checked="" type="checkbox"/> proof of exemption from the Province of Alberta authorizing the operation of Electric Scooters; and <input checked="" type="checkbox"/> Payment in full of all applicable fees and security deposit.]
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DEFINED TERMS

In this Application document the following terms have the meanings set out below:

Addendum means a written addendum to the Application issued by The City as set out in Section 4.2.3.

Applicant means a single legal entity that submits documents in response to the Application; both prior to and after submission of its Submission to The City.

Applicant Contact means the person designated by an Applicant as the primary contact person for The City concerning all matters related to the Application, the Program or Application process.

Applicant Question means a request for clarification, request for information or other questions relating to this Application or the Program submitted by an Applicant.

Application means this document and the attached forms and processes outlined herein.

Business Day means any day other than a Saturday, Sunday, statutory holiday, or other day on which The City has elected to be closed for business.

City Contact means the individual identified in the Information Table.

Commercially Confidential Question means an Applicant Question that an Applicant considers to be commercially sensitive or confidential to that particular Applicant.

Conflict of Interest means any perceived, potential, or actual state of affairs or circumstances where, in relation to the Program or The City, an Applicant:

- (a) has other commitments, relationships, financial interests, or involvement in pending or ongoing litigation that:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of independent judgment by any personnel of The City or its advisors; or
 - (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of the Applicant's obligations under the Permit if that Applicant is issued a Permit pursuant to this process;
- (b) has contractual or other obligations to The City that could or could be seen to become compromised or otherwise impaired as a result of its participation in the Application or the Program; or
- (c) has knowledge of City Confidential Information (as that term is defined in the Consulting General Conditions) of strategic and/or material relevance to the Application or to the Program that is not available to other Applicants and that could give or could be seen to give the Applicant an unfair competitive advantage.



Deadline for Issuing Addenda means the date set out in the Timetable.

Deadline for Questions means the date set out in the Timetable.

Deadline for Notification of Participation means the date set out in the Timetable.

Demonstration means the optional phase of evaluation during which an Applicant or Applicants may be invited to provide a demonstration.

General Questions means Applicant Questions that are of general Application and that would apply to other Applicants.

Ineligible Applicants means any person who has a Conflict of Interest or has had involvement with or assisted The City, directly or indirectly, with the Application process or the design, planning, or implementation of the Program; or who has, or may provide to an Applicant, a materially unfair advantage, including as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Applicants, and includes those persons identified by The City and listed in the Information Table under Ineligible Applicants.

Information Table means the table found at the front of this Application document containing a summary of certain key information.

Lead Team Member has the meaning ascribed to it in Appendix E – Multi-Party Confirmation Form.

Multi-Party Team means a team of two or more separate legal entities who combine knowledge, property, financial resources or other resources in the provision of the services.

Permit means the permit that may be issued by The City subsequent to this process which confirms the terms and conditions for the operation of the Electric Scooters. Unless it specifically provides otherwise, the Permit will incorporate the Application, including the Applicant's Submission and the Framework.

Program means The City's Electric Scooter program operating under the Shared Micro-Mobility Program at The City.

Rectification Period means the period of time set out in the Timetable as the Rectification Period during which an Applicant is permitted to rectify its Submission.

Notice means a notice issued by The City with respect to the Application process or the Program.

Submission means the forms and content to be provided by the Applicant in response to the Application.

Submission Deadline means the date and time set out in the Timetable as the Submission Deadline before which the Submission should be submitted to be considered by The City.

Target Permit Issuance Date means the date set out in the Timetable by which The City aims to have the Permits issued.

Team Member has the meaning ascribed to it in Appendix E – Multi-Party Confirmation Form.



Term means the period of time from the effective date set of the Permit, up to and including the earlier of: (i) the expiry date set out in the Permit or (ii) the date the Permit is cancelled or revoked in accordance with its terms.

The City means The City of Calgary, a corporation pursuant to section 4 of the Municipal Government Act, R.S.A. Chapter M-26.

Timetable means the table outlining the deadlines for the Application as set out in the Information Table.



PART 1 – INTRODUCTION

1.1 Invitation to Applicants

This Application is an invitation by The City to prospective Applicants who are not Ineligible Applicants to provide their Submission to receive a Permit to participate in the Program. Applicants should review this entire document before deciding whether to provide their Submission.

1.2 Material Disclosures, Ambiguities, Inconsistencies and Conflicts

Applicants should refer to this Application and the Framework. If an Applicant believes there is any term or condition in the Application that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the Application, the Applicant must notify The City of that ambiguity, conflict, or inconsistency in accordance with Section 4.2.2.

1.3 Applicant must be a Single Legal Entity

The Applicant must be a single legal entity that, if selected, could be issued a Permit by The City for participation in the Program. If the Permit would be issued by a Multi-Party Team, the Applicant must ensure that its Submission complies with all requirements in this Application that relate to Multi-Party Teams.

1.4 Permit

It is The City's intention to issue a permit to two (2) legal entities. The term of the Permit will be for the term specified in the Information Table.

1.5 No Guarantee of Volume or Exclusivity

The City provides no guarantee as to the value or volume of participation in the Program. The City may contract with others, or may issue additional Permits at any time, in respect of the Program or for similar services.

[End of Part 1]

PART 2 – APPLICATION TIMETABLE AND SUBMISSION DEADLINE

2.1 Application Timetable

Schedule information relevant to this Application process is set out in Timetable.

The City may, in its sole discretion, amend any date or time in the Timetable, including the Submission Deadline. Any amendment to the Submission Deadline will be communicated to Applicants through the issuance of an Addendum in accordance with Section 4.2.3. The City may choose to waive or extend the Deadline for Questions and/or the Deadline for Issuing Addenda at any time prior to the Submission Deadline without prior notice to the Applicants.

2.2 Notification of Participation

Applicants are requested to provide notice to The City of their intention to make a Submission under this Application process by the Deadline for Notification of Participation.

2.3 Application Submissions Must be Made by E-Mail, Application Fees Must be Sent by Mail

Submissions made in response to this Application must be sent to The City Contact at the e-mail address in the Information Table.

The Application Fee must be paid by cheque, payable to The City of Calgary, and mailed to the attention of The City Contact at the following address:

Calgary Transit (166 SG)
Attention: Prabal Lahon
PO Box 2100, Station M
Calgary, Alberta T2P 2M5

2.4 Submissions Should Be Made on Time

All Submissions should be received by The City Contact before the Submission Deadline.

2.5 Submissions Must Be in Prescribed Manner

Submissions must be in English and include the following, completed in full and in accordance with instructions included on the respective forms as may be applicable:

- (a) Application Submission Form and Waiver (Appendix B);
- (b) Reference Form (Appendix D);
- (c) if applicable, the Multi-Party Confirmation Form (Appendix E);
- (d) Certification of Technical Specifications and Performance Requirements (Appendix G); and
- (e) All other documents and materials forming part of the Submission for the purposes of the evaluation.

Submissions must also include the Application Fee, paid in full.



2.6 Amendment of Submission

Applicants may amend their Submissions prior to the Submission Deadline by sending a written notice of amendment, by an authorized representative of the Applicant, to the City Contact.

2.7 Withdrawal of Submission

At any time throughout the Application process an Applicant may withdraw its Submission by sending a written notice of withdrawal, by an authorized representative of the Applicant, to the City Contact. The Application Fee is non-refundable.

2.8 Authority to Provide Submission

An individual that provides a Submission on behalf of an Applicant will be deemed, as a result of such submission, to have full legal authority to provide a Submission from that Applicant. The City will have no responsibility or liability for any Submission submitted without the authority of an Applicant.

[End of Part 2]

PART 3 – EVALUATION OF SUBMISSIONS

3.1 Stages of Submission Evaluation

Subject to any additional evaluation stages indicated in the Information Table under Additional Evaluation Stages, The City will evaluate Submissions in the following stages:

- Stage I – Verification of Submission and Rectification;
- Stage II – Evaluation of Rated Criteria;
- Stage III – Evaluation of Pricing;
- Stage IV – Presentations or Interviews; and
- Stage V – References and Financial Health Verification.

3.2 Stage I – Verification of Submission and Rectification

A. Verification of Submission

This part of Stage I will consist of a review to verify that the Submission is in accordance with the submission requirements in Part 2.

B. Rectification

In this part of Stage 1, Applicants whose Submission was not submitted in accordance with Section 2.5, will be provided an opportunity to rectify these deficiencies within the Rectification Period. The Rectification Period will begin to run from the date and time that The City issues its rectification notice to the Applicant. Applicants are responsible for ensuring that the contact information they provide to The City in the Application Submission Form and Waiver (Appendix B) is correct, up to date and will accept communication from The City.

3.3 Stage II – Evaluation of Rated Criteria

Stage II will consist of an evaluation of each Submission.

In the initial phase of Stage II, the information submitted on Appendix G – Certification of Technical Specifications and Performance Requirements will be evaluated on a pass/fail basis, as indicated in Appendix G. Applicants who pass this initial stage will have their remaining Submission evaluated on the basis of the remaining rated criteria. Applicants who fail this initial phase will not be considered further.

Subject to the outcome of the initial phase of Stage II, each Submission will be evaluated by The City on the basis of the remaining rated criteria set out in Appendix F – Evaluation. The City will add up the rated criteria scores for each Applicant from Stage II and rank the Applicants on the basis of their total score from this Stage.

3.4 Stage III – Pricing

Stage III will not be applicable to this Application process.

3.5 Stage IV –Presentations or Interviews

Stage IV will not be applicable to this Application process.

3.6 Stage V – References and Financial Health Verification

The City intends to shortlist the five (5) Applicants with the highest scores from Stage II to participate in this Stage V. The City reserves the right to shortlist less than five (5) Applicants if Applicant scores are not within twenty percent (20%) of the highest-rated Applicant. The City reserves the right to shortlist more than five (5) Applicants if additional Applicants have scores within twenty percent (20%) of the highest-rated Applicant.

Applicants who are shortlisted to participate in this Stage V will be asked to provide the following information on their financial health to The City:

- (a) an audited financial statement for the three (3) most recent fiscal years prepared in accordance with generally accepted accounting principles consistently applied, including auditor's notes and comments, if any; and
- (b) written authorization for The City to conduct a credit check on the Applicant's creditworthiness (together, the "financial information")

The City will use this financial information to verify the Applicant's financial stability and their ability to comply with the Permit requirements and Program Framework. Applicant scores will not be adjusted as a result of this verification but if the financial information reveals any prohibited conduct described in section 4.4.2 or grounds for exclusion described in section 4.4.3, or reveals any significant financial risk about an Applicant, The City may decline to consider an Applicant further. Applicants who decline to provide the financial information will not be considered further.

The City will contact the references submitted in Appendix D in respect of those Applicants who are shortlisted to participate in this Stage V. The City will use the information in the reference check to validate the scores of the Applicants received in Stage II in respect of the rated criteria that include experience. The Applicant's score on this criteria may be adjusted as necessary and Applicant ranking may change.

3.7 Selection of Highest Rated Applicants

At the conclusion of the evaluation stages, using the scores and ranking from Stage II, as may be adjusted in Stage V (as applicable) and subject to the outcome of the Financial Health Verification and The City's reserved rights, the Applicants with the first and second highest scores will be determined and identified as the Selected Applicants.

3.8 Tie Score

In the event of a tie score, the Selected Applicants will be determined by way of a coin toss.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE APPLICATION PROCESS

4.1 General Information and Instructions

4.1.1 Format of Submission

Applicants should structure their Submission in accordance with the instructions in this Application. Where information is requested in this Application, any response made in a Submission should reference the applicable section numbers of this Application document.

4.1.2 No Incorporation by Reference

The entire content of the Applicant's Submission should be submitted in a fixed form, and the content of websites or other external documents referred to in the Applicant's Submission will not be considered to form part of its Submission.

4.1.3 Intellectual Property

Applicants must not use or incorporate in their Submissions any information, concepts, products or processes that are subject to copyright, patents, trademarks or other intellectual property rights of third parties, unless the Applicant has permission for the incorporation of any such information, concepts, products or processes and has, or will, obtain the right to use such information, concepts, products or processes for the purposes of the Program.

4.1.4 Information in Application Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this Application or issued by way of addenda. Any data contained in this Application or provided by way of addenda are estimates only and are for the sole purpose of indicating to Applicants the general scale and scope of the Program. It is the Applicant's responsibility to obtain all the information necessary to prepare a Submission in response to this Application.

4.1.5 Applicants Will Bear Their Own Costs

The Applicant will bear all costs associated with or incurred in the preparation and presentation of its Submission, including, if applicable, costs incurred for presentations, interviews or demonstrations.

4.1.6 Submission to Be Retained by The City

Subject to sections 2.6 and 2.7 above, Submissions will be retained by The City.

4.2 Communication

4.2.1 E-Mail and City Website

During the Application process, e-mail and The City Website will be the primary methods of communication between Applicants and The City. The City will use e-mail, and post to The City website as applicable, for the distribution of the following:

- (a) any Addendum;
- (b) Application Notices and other information for Applicants; and
- (c) the receipt of and responses to Applicant Questions.

Any items posted on The City Website will be available in same manner as the Application details.

4.2.2 Applicants to Review Application

Applicants should examine all of the documents comprising this Application, and

- (a) must promptly report any errors, omissions or ambiguities to; and
- (b) may direct questions to or seek additional information from,

The City Contact in accordance with Section 4.2.3 of this Application.

It is the responsibility of the Applicant to seek clarification from the City Contact on any matter it considers to be unclear. The City will not be responsible for any misunderstanding on the part of the Applicant concerning this Application or its process.

4.2.3 Applicant Questions and Application Notices

4.2.3.1 Applicant Questions must be submitted to The City on or before the Deadline for Questions by e-mail to The City Contact.

An Applicant must submit a Question if the Applicant:

- (a) identifies any errors, omissions or ambiguities in this Application; or
- (b) has a question or desires additional information with respect to this Application, the Application process, the Program or the Permit.

4.2.3.2 Applicants are permitted to submit a Question and categorize the Question by indicating in the subject line either:

- (a) General Question; or
- (b) Commercially Confidential Question

4.2.3.3 If The City disagrees with the Applicant's categorization of a Question as a Commercially Confidential Question, The City will give the Applicant the opportunity to either:

- (a) categorize the question as a General Question; or
- (b) indicate that it is withdrawing the Question.

If The City determines, in its sole discretion, that an Applicant's categorized Commercially Confidential Question, even if it is withdrawn by the Applicant, is of general application, or would provide a significant clarification of the Application documents or of the Application process to Applicants, The City may issue a Notice or an Addendum to all Applicants, as may be applicable, that addresses the same subject matter as the withdrawn Commercially Confidential Question.

In addition, if the City agrees with the Applicant's categorization of a Commercially Confidential Question, then The City will provide a response only to the Applicant that submitted the Commercially Confidential Question by e-mail.

4.2.3.4 The City's response to General Questions will be provided to all prospective Applicants by e-mail and by posting on The City website. The identities of the Applicants submitting Questions will not be disclosed.

4.2.3.5 No communications with respect to this Application are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and The City will not be responsible for any information provided or obtained from any source other than the City Contact.

4.2.3.6 The City's responses to Applicant Questions do not amend to the Application unless subsequently incorporated into an Addendum.

4.2.3.7 The City may also issue a Notice in response to a Question, or at any time during the Application process. For clarity, a Notice does not, in any way, form part of the Application or amend the Application.

4.2.4 Amendments to the Application by Way of Addenda and Responsibility of Applicant

4.2.4.1 The City may, in its sole discretion, amend or supplement the Application. This may, however, only be done by an Addendum. If The City, for any reason, determines that it is necessary to amend this Application, such information will be communicated to all Applicants by Addenda in the same manner that this Application was originally issued. Each Addendum forms an integral part of the Application. No statement or other information, including any interpretation, clarification or response to either requests for information or other inquiries, whether oral or written or made by The City or representative of The City, including the City Contact, will amend the Application.

4.2.4.2 Addenda may contain important information, including significant changes to this Application. Applicants are responsible for obtaining all Addenda issued by The City. Applicants may, in writing, seek confirmation of the number of Addenda that have been issued under the Application from the City Contact.

4.2.5 Post-Deadline Addenda and Extension of Submission Deadline

If any Addendum is issued after the Deadline for Issuing Addenda, The City may at its discretion extend the Submission Deadline for a reasonable period of time.

4.2.6 Verify, Clarify and Supplement

When evaluating Submissions, The City may request further information from an Applicant or third parties in order to verify or clarify any matters contained in the Applicant's Submission, or require an Applicant to submit supplementary documentation for verification or clarification of any matters in the Applicant's Submission. The City may, but is not obligated to, seek an Applicant's acknowledgement of The City's interpretation of the Submission or any part of the Submission. The City may revisit and re-evaluate the Applicant's Submission or rating on the basis of any such information.

The City is not obligated to verify or seek clarification of any aspect of a Submission or any statement made by any Applicant, including any ambiguity in a Submission or any ambiguity in a statement made by an Applicant.

4.3 Identification of Selected Applicants, Notification and Debriefing

4.3.1 Identification of Selected Applicants

4.3.1.1 The two highest rated Applicants, as established under Part 3 – Evaluation of Submissions, will receive a written confirmation that they are the Selected Applicants.

4.3.1.2 The City may request from a Selected Applicant any other documentation, confirmation or authorization reasonably required to confirm the ability of the Selected Applicant to comply with the Permit requirements and Program Framework, and any related matters.

4.3.1.3 If a Selected Applicant does not provide any item requested pursuant to 4.3.1.2 or the information provided or obtained as a result of authorization or disclosure reasonably causes The City to doubt that Selected Applicant's financial stability, compliance with legal requirements or laws or their ability to comply with the Permit requirements and Program Framework, The City may decline to issue a Permit to the Selected Applicant.

4.3.5 Notification to Other Applicants

Once the Permits are issued, the other Applicants may be notified by e-mail or other form of notice of the outcome of the Application process.

4.4 Conditions of Participation

4.4.1 Disqualification for Prohibited Conduct or Dispute

The City may disqualify an Applicant or rescind a Permit subsequently issued if:

- (a) The City, in its sole and absolute discretion, determines the Applicant has engaged in any conduct prohibited by this Application; or
- (b) The City's "Procurement Policy for a Party with a Dispute with The City" applies to the Applicant;

4.4.2 Prohibited Conduct

4.4.2.1 Conflict of Interest

The City may disqualify an Applicant for any conduct, situation or circumstances, determined by The City, in its sole and absolute discretion, to constitute a Conflict of Interest. An Applicant must not engage in any Conflict of Interest or communications that could breach its Conflict of Interest obligations and must declare any actual or potential Conflict of Interest in the Application Submission Form and Waiver (Appendix B).

4.4.2.2 Unauthorized Communication

An Applicant may not at any time, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) in relation to this Application or an Permit issued into pursuant to this Application without first obtaining the written permission of the City Contact.

Applicants must not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Applicant or their Submission, or publicly promote or advertise their own qualifications, interest in or participation in the Application process without first obtaining the written permission of the City Contact.

4.4.2.3 Lobbying

An Applicant may not, in relation to this Application or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the identification of the selected Applicants.

Without limiting the generality of the above statement, at any time during the Application process, Applicants and Team Members and all of their respective employees or representatives are prohibited from contacting, or attempting to contact, either directly or indirectly, any of the following persons or organizations on matters related to the Application process, the Application documents, or the Submissions:

- (a) any member of the evaluation committee or any member of any sub-committee of the evaluation committee (if applicable);
- (b) any consultant, expert or advisor assisting The City or the evaluation committee;
- (c) any person employed or engaged by The City, or any person who was previously employed by The City and who would have information relating to the Application Process or the Program, other than the City Contact;
- (d) any member of the municipal council of The City or any member of a councillor's staff;
- (e) the Mayor of Calgary or any member of the Mayor of Calgary's staff;
- (f) any other Applicant or Applicant representatives; or
- (g) any directors, officers or consultants of any entity listed in Application Sections 4.4.2.3 (a) through to 4.4.2.3 (f).

4.4.2.4 Illegal or Unethical Conduct

Applicants must not engage in any illegal business practices, including activities such as bribery, fraud or collusion. Applicants must not engage in any unethical conduct, including engaging in inappropriate communications such as described in Section 4.4.2.3, or offering gifts to members of Council, employees, officers or other representatives of The City, deceitfulness, submitting Submissions containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Application.

4.4.3 Other Grounds for Exclusion

The City may also prohibit an Applicant from participating in the Submission process based on:

- (a) bankruptcy or insolvency;
- (b) false declarations;
- (c) significant or persistent deficiencies in the performance of any substantive requirement or obligation under a prior permit or contract;
- (d) final judgment in respect of crimes or other offences;
- (e) prohibited conduct in a prior application process; or
- (f) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Applicant, including the failure to honour its commitments.

4.5 Confidential Information

4.5.1 Confidential Information of City

All information provided by or obtained from The City in any form in connection with this Application either before or after the issuance of this Application, including any intellectual property information:

- (a) is the sole property of The City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this Application and the performance under any Permit;
- (c) must not be disclosed without prior written authorization from The City; and
- (d) must be returned by the Applicants to The City, or destroyed if held in electronic format, immediately upon the request of The City.

4.5.2 Confidential Information of Applicant

Applicants are advised that The City is governed by Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP") and The City may be required to disclose all or part of an Applicant's Submission pursuant to FOIP.

Applicants are also advised that FOIP may provide protection for confidential and proprietary business information. Applicants should identify any confidential or proprietary information in their Submission or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way in which such information should be identified.

Subject to the provisions of FOIP, The City will make reasonable efforts to maintain the confidentiality of information identified as confidential or proprietary, except as otherwise required by law or by order of a court or tribunal or by order or decision of the Information and Privacy Commissioner (Alberta).

Applicants are advised that their Submissions will, as necessary, be disclosed, on a confidential basis, to The City's advisers retained for the purpose of evaluating or participating in the evaluation of their Submissions. If an Applicant has any questions about the collection and use of personal information pursuant to this Application, questions are to be submitted to the City Contact.

4.6 Application Process Non-binding

4.6.1 No Contract A and No Claims

The Application process is not intended to create and will not create a formal legally binding bidding process. For greater certainty and without limitation:

- (a) this Application will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither any unsuccessful Applicant nor The City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the issuance of a permit, failure to issue a permit, or failure to honour a submission to this Application.

4.6.2 No Contract

The Application process is intended to identify prospective operators for the purposes of issuing a Permit. No legal relationship or obligation regarding the solicitation or provision of any good or service will be created between the Applicant and The City by the Application process.

4.6.3 Non-binding Price Estimates

Not Applicable.

4.6.4 Documents Required From Selected Applicants

The Selected Applicants will provide those documents identified in the Information Table under Documents Required To Proceed Pursuant To Section 4.6.4 prior to being issued a Permit. If these documents are not provided within a reasonable time, the Permit will not be issued, or if a Permit has been issued, it may be revoked or cancelled.

4.6.5 Cancellation

The City may cancel or amend the Application process without liability at any time.

4.7 Governing Law and Interpretation

4.7.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of the Application process:



- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive; and
- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

Any action or proceeding relating to this Application process must be brought in any court of competent jurisdiction in the Province of Alberta and for that purpose the Applicant irrevocably and unconditionally submits to the jurisdiction of the Alberta courts.

[End of Part 4]

APPENDIX A – APPLICATION AND PERMIT FEES

The following are the Fees applicable to the Application Submission and to the issuance of a Permit.

Fee Type	Fee Amount	Fee Information
Application Submission for Permit	\$1000.00 per Application Submission	<ul style="list-style-type: none"> • Fees are due at time of Application Submission
Infrastructure fee	\$20 per Electric Scooter	<ul style="list-style-type: none"> • Fees are due before a Permit is issued • (see Framework for more details)
Security deposit	\$25 per Electric Scooter (to a maximum of \$15,000.00)	<ul style="list-style-type: none"> • Fees are due before a Permit is issued • (see Framework for more details)

Refer to the Framework for additional detail on Fees, including other fees applicable to the Program.

APPENDIX B – APPLICATION SUBMISSION FORM AND WAIVER

1. Applicant Information

Please fill out the following form, and name one person to be the contact for your Submission.	
Full Legal Name of Applicant:	[]
Any Other Relevant Name under Which the Applicant Carries on Business:	[]
Street Address:	[]
City, Province/State:	[]
Country:	[]
Postal Code:	[]
Phone Number:	[]
Company Website (If Any):	[]
Applicant Contact Person and Title:	[]
Applicant Contact Phone:	[]
Applicant Contact E-mail:	[<i>The Applicant is solely responsible for ensuring that the Applicant Contact email account will accept all emails from The City.</i>]

2. Acknowledgment of Non-binding Competitive Process

The Applicant acknowledges that the Application process will be governed by the terms and conditions of this Application, and that, among other things, such terms and conditions confirm that this Application process does not constitute a formal legally binding process, and that there will be no legal relationship or obligations created as a result.

3. Ability to Comply with Requirements

The Applicant has carefully examined the Application documents and has a clear and comprehensive knowledge of the Framework, Program and Permit requirements under this Application. The Applicant represents and warrants its ability to comply with the requirements of the Framework, Program and the Permit, in accordance with the requirements of this Application.

5. Non-binding Price Estimates

This section is not applicable.

6. Addenda

The Applicant confirms that it has read and accepted all addenda issued by The City. The Applicant acknowledges that it is solely responsible for making any necessary amendments to its Submission based on the Addenda.

7. No Prohibited Conduct

The Applicant declares that it has not engaged in any conduct prohibited by this Application.

8. Conflict of Interest

For the purposes of this Section, the term “Conflict of Interest” is defined in the “Defined Terms” section at the beginning of this Application.

If the box below is left blank, the Applicant will be deemed to declare that (a) there was no Conflict of Interest in preparing its Submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this Application.

Otherwise, if the statement below applies, check the box.

- The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Applicant foresees an actual or potential Conflict of Interest in participating in the Program contemplated in this Application.

If the Applicant declares an actual or potential Conflict of Interest by marking the box above, the Applicant must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity participated in the preparation of our Submission; **AND**:

- (i) were employees of The City and have ceased that employment within twelve (12) months prior to the Submission Deadline; or
- (ii) are current employees of The City; or
- (iii) are a spouse of an individual identified in (ii) above.

Name of Individual:
Job Classification:
Department:
Dates of Employment with The City (past or current):
Name of Last or Current Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Submission:

(Repeat above for each identified individual)

The Applicant agrees that, upon request, the Applicant will provide The City with additional information about each individual identified above in the form prescribed by The City.

9. Supplier Code of Conduct Compliance

Not Applicable

10. Disclosure of Information

The Applicant hereby agrees that any information provided in this Submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Applicant hereby consents to the disclosure, on a confidential basis, of this Submission by The City to The City's advisers retained for the purpose of evaluating or participating in the evaluation of this Submission.

11. Applicant Authorized Signature

On behalf of the Applicant, I ACKNOWLEDGE AND AGREE that:

- (a) By signing this form, I confirm I have the full authority and capacity to represent the Applicant in all matters relating to the Submission and I confirm that the Applicant agrees to be bound by all of the terms and conditions of this Application and waives any and all rights to claim or argue that it was not aware of any provision of this Application.
- (b) I may sign this Application Submission Form and Waiver by handwritten signature or Electronic Signature (as set out below) and either will be considered sufficient to bind the Applicant named in the Submission;
- (c) By submitting this Application Submission Form and Waiver with an Electronic Signature, the Applicant is deemed to have consented to the use and acceptance of such Electronic Signature and acknowledges that such Electronic Signature has the same force and effect as a handwritten signature; and
- (d) This Application Submission Form and Waiver may be executed and scanned and delivered by electronic transmission and when so executed and delivered to The City, will be deemed an original.

BY COMPLETING THIS APPLICATION FOR THE POTENTIAL TO PARTICIPATE IN THE PROGRAM, THE APPLICANT IS WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY

Release of Liability, Waiver of Claims and Assumption of Risk by Making Application and Participating in the Shared Electric Scooter Program

The City offers no guarantees that an Applicant will receive a Permit as a result of this Application process. The City offers no guarantees regarding the success or viability of the Program. The Applicant must conduct their own due diligence regarding the potential risks and liabilities of participating in the Program. The City makes no guarantees as to the accuracy of any information or representations provided by The City in the past, now or in the future and cannot be held liable for any misrepresentations.

Assumption of Risk

THE APPLICANT IS AWARE AND UNDERSTANDS THAT PARTICIPATION IN THE PROGRAM INVOLVES MANY RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE, LOSS OF PROFIT, REGULATORY CHANGES IMPACTING THE ABILITY TO OPERATE AND EVEN CANCELLATION OF THE PROGRAM. THE APPLICANT ACKNOWLEDGES THAT APPLYING FOR A PERMIT AND PARTICIPATING IN THE PROGRAM ARE VOLUNTARY. THE APPLICANT FREELY ACCEPTS AND FULLY ASSUMES ANY AND ALL RISKS, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE. THIS MEANS THAT THE APPLICANT IS GIVING UP THE RIGHT TO SUE THE CITY FOR ANY REASON, INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE, IF THE APPLICANT SUFFERS ANY DAMAGE, INJURY OR LOSS BY APPLYING FOR A PERMIT OR BY PARTICIPATING IN THE PROGRAM.

Release of Liability and Waiver of Claims

The Applicant expressly waives and releases any and all claims which the Applicant has or may in the future have against The City, including its employees, officials, officers and agents (collectively, "Releasees"), on account of damages arising out of or attributable to the Applicant's Application for a Permit and participation in the Program, due to any cause whatsoever, including without limitation the negligence or gross negligence of The City or any other Releasee and any misrepresentation made by The City or any other Releasee. The Applicant agrees not to make or bring any such claims against The City or any other Releasee, and forever releases and discharges The City and all other Releasees from liability under such claims.

By applying to participate in the Shared Electric Scooter Program, the Applicant acknowledges and agrees the issuance of a Permit is not guaranteed, and that the duration and success of the Program is not guaranteed.

Initial here:

THE APPLICANT, HEREBY MAKES AN APPLICATION FOR A PERMIT TO PARTICIPATE IN THE SHARED ELECTRIC SCOOTER PROGRAM, AND ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS OF THIS APPLICATION AND VOLUNTARILY WAIVES SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY AND ANY OTHER RELEASEE.



PRINT LEGAL NAME OF CORPORATION

Witness Signature

(Print name here)

Per:

(Signature of Authorized Corporate Agent)

(Print name here)

Per:

(2nd Signature of Authorized Corporate Agent if required)

(Print name here)



APPENDIX C – ELECTRIC SCOOTER PROGRAM FRAMEWORK

The Framework for the Electric Scooter Program is attached.



APPENDIX D – REFERENCE FORM

The Applicant should provide the complete information for the references indicated to be required in the Information Table.

Reference #1

Company Name:	[[]]
Company Address:	[[]]
Contact Name:	[[]]
Contact Telephone Number:	[[]]
Date of operations:	[[]]
Nature of operations and jurisdiction:	[[]]

Reference #2

Company Name:	[[]]
Company Address:	[[]]
Contact Name:	[[]]
Contact Telephone Number:	[[]]
Date of operations:	[[]]
Nature of operations and jurisdiction:	[[]]

Reference #3

Company Name:	[[]]
Company Address:	[[]]
Contact Name:	[[]]
Contact Telephone Number:	[[]]
Date of operations:	[[]]
Nature of operations and jurisdiction:	[[]]



APPENDIX E – MULTI-PARTY CONFIRMATION FORM

[THIS FORM TO BE COMPLETED ONLY IF THE SUBMISSION IS MADE BY A TEAM OF APPLICANTS, e.g. joint venture, partnership.]

A. APPLICANT IS LEAD TEAM MEMBER

The Applicant, as identified on the Application Submission Form and Waiver, must be a single legal entity and will be considered the “Lead Team Member” of the Multi-Party Team described in this form.

B. IDENTITY OF TEAM MEMBERS

In addition to the Lead Team Member, the following legal entities are members of the Multi-Party Team (“Team Members”):

(Repeat above for each identified member)

C. CONFIRMATION OF LEAD TEAM MEMBER

[THIS SECTION TO BE COMPLETED AND SIGNED BY THE APPLICANT/LEAD TEAM MEMBER]

The Lead Team Member, with the agreement and authorization of all other Team Members and for the purpose of all matters related to the Application and the Submission, confirms that it will:

- (a) be the party named on any permit issued by The City to the Multi-Party Team;
- (b) be held responsible and liable for the Permit by the Multi-Party Team;
- (c) be responsible for the payment of fees on behalf of all other members of the Multi-Party Team;
- (d) receive instructions for and on behalf of the Multi-Party Team; and
- (e) act as the single point of contact for The City, including, but not limited to, for any dispute resolution process and settlement of disputes associated with the Application and/or Submission and/or Permit.



In witness whereof and as a legally authorized representative and signatory of the Lead Team Member, I/We execute this form as of the date indicated below.

Date (YYYY MMM DD)

Legal Name of Lead Team Member/ Applicant

Per: _____
Name

Title

Per: _____
Name

Title

I/We have authority to bind the Lead Team Member.

D. CONFIRMATION OF OTHER TEAM MEMBER(S)

[TO BE COMPLETED AND SIGNED BY EACH TEAM MEMBER OTHER THAN THE APPLICANT]

The Team Member, for the purpose of all matters related to the Application and/or the Applicant's Submission, confirms that it:

- (a) consents to its inclusion as a member of the Multi-Party Team;
- (b) confirms that the Submission accurately reflects the qualifications of the Team Member;
- (c) consents to The City performing reference checks in respect of the Team Member in accordance with the Application;
- (d) understands and agrees that any information included in the Submission, even if it is identified as being supplied in confidence, may be disclosed by The City where required by law or by order of a court or tribunal;
- (e) has examined the Application and has a clear understanding of the Program, the Permit, and performance requirements described in the Application;
- (f) grants authority to the Lead Team Member to do any or all of the following on its behalf:
 - (i) enter into or execute the Agreement for the provision of the Deliverables;
 - (ii) incur liability;
 - (iii) make payment;



- (iv) receive instructions;
- (v) act as the single point of contact for The City; and
- (iv) participate in any dispute resolution process and settle disputes associated with the Application and/or Submission and/or the Agreement.

In witness whereof and as a legally authorized representative and signatory of the Team Member, I/We execute this form as of the date indicated below.

Date (YYYY MMM DD)

Legal Name of Team Member

Per: _____
Name

Title

Per: _____
Name

Title

I/We have authority to bind the Team Member.

(Repeat the signature block above for each identified member)

APPENDIX F – EVALUATION

A. SUMMARY OF EVALUATION

The following is an overview of all the categories relevant to the evaluation of Submissions in response to this Application.

Category	Maximum Points/Score	Weight (%)
Certification of Technical Specifications and Performance Requirements	Pass/Fail	N/A
A. Technical Criteria		
E-Scooter Specifications	150	15
Operations and Maintenance Plan	200	20
Parking and Relocation Plans	200	20
Education and Safety Plan	200	20
B. Qualification Criteria		
Experience and Qualifications	50	5
Customer Service	50	5
Value Add	50	5
Staffing Plan	100	10
Maximum possible total points/score:	1000	N/A

B. DETAILED EVALUATION OF RATED CRITERIA

1. Applicants should include their completed Appendix G – Certification of Technical Specifications and Performance Requirements. The certification of the compliance items will be evaluated on a Pass/Fail basis as indicated on Appendix G.
2. Applicants should include the information indicated under Submission Content in the table below in respect of each Rated Criteria. The Submission Content will be evaluated on the basis of the applicable Rated Criteria and any stated preference(s), and will be assigned a rating between 0-10. The rating will be multiplied by the applicable weight to determine the Applicant score for that criteria. This process will be repeated for each of the Rated Criteria.

Rated Criteria	Submission Content	Maximum Points/ Score	Weight (%)
A. Technical Criteria			
<p>1. E-Scooter Specifications</p> <p>Suitability of the Electric Scooter equipment specifications for conditions in Calgary and the objectives of the Program.</p> <p>The following will be preferred:</p> <ol style="list-style-type: none"> 1 Higher maximum Load (kg); 2 Larger tire diameter at the widest point (cm) - smaller wheel size may make pavement irregularities more dangerous; 3 Front and rear brakes; 4 Newest Company Vehicles that utilize a Company's latest technology; 5 Suspension or Pneumatic Tires; 6 Ability to operate in all conditions –including wet, icy, or snowy weather; Steep slopes; Pavement imperfections; Cobbled or roughly-paved streets; 7 Higher accuracy of geofencing capabilities of the vehicles; and 8 Robustness of vehicle – ability to demonstrate the vehicle and components (bell's and brakes) have longevity and can withstand multiple uses and weather conditions. 	<p>Provide images and description of Electric Scooters that will be used in the fleet. This description should include the following:</p> <ol style="list-style-type: none"> 1 Overall dimensions of the Electric Scooter with all components intact; 2 Electric Scooter weight with all components intact; 3 The diameter of each wheel; 4 The width of each wheel; 5 The distance between the centers of the front and rear wheels ("wheelbase"); 6 The Electric Scooters maximum load capacity; 7 The power source and recharge procedure for all electrical components, including lights, batteries, and location tracking unit; 8 The location tracking component, including transmission frequency, geographic accuracy, and margin for error; 9 The proposed location of all required information the Permit Holder is to provide on the Electric Scooter; and 10 The motor wattage, maximum assisted speed on flat level ground, power source, operating range, and user control mechanism. 	150	15

<p>2. Operations and Maintenance Plan</p> <p>Comprehensiveness of Operations Plan, including marketing strategy and maintenance, and alignment with Program goals.</p> <p>The following will be preferred:</p> <ol style="list-style-type: none"> 1 Local maintenance and support staff, and local storage area. 2 Earlier launch schedule and larger Service Area. 3 Larger deployment area and not concentrating the vehicles in one place. For example, deploying e-Scooters outside of downtown. 4 Quicker time to respond to a citizen or City complaint. 5 Commitment to keep e-Scooters to the highest maintenance standard. 6 Dedicated and trained, local Maintenance staff. 7 Higher frequency of full maintenance checks. 8 Companies who have achieved higher ridership and a higher percentage of overall ridership in another jurisdiction. 9 Payment plans with alternatives to phone/smartphones and credit card payments. 10 Experience in MaaS integrated MaaS in other jurisdictions. 	<p>A. Provide your Operations & Maintenance Plan which should include:</p> <ol style="list-style-type: none"> 1. Sample of the Customer terms and conditions; 2. Proposed launch schedule; 3. Hours of operation for Electric Scooters and location of storage of Electric Scooters during non-operational hours; 4. Initial Service Area map; 5. Images of the In-App interface; 6. Maintenance plan; and 7. Recharging plan. <p>- Provide your proposed payment plan including how you might provide service to those without phone/smartphones and those without a credit card.</p> <p>B. Provide a marketing strategy to achieve the target total ridership of 30% of annual rides. For example: If the total rides in Calgary in a year is 1.00MM, Permit Holder is expected to provide at least 30%</p> <p>Provide detailed examples of your percent share of ridership in other jurisdictions where you have similar operations. For example: We provide 50% of e-scooter rides in city A with a total population of 1 Million people, there are three e-scooter companies operating with 500 scooters each.</p> <p>C. Calgary Transit is in the early stages of exploring the potential of Mobility as a Shared Service (MaaS).</p> <p>Provide examples where your operations were integrated into a MaaS application. Each example should include the following information:</p> <ol style="list-style-type: none"> i. City and agencies involved, ii. Level of integration (payment, trip-planning), and iii. Customer experience/ratings. 	<p style="text-align: center;">200</p>	<p style="text-align: center;">20</p>
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<p>3. Parking and Relocation Plans</p> <p>Comprehensiveness of the parking, deployment and redistribution plan, and alignment with the objectives of the Program.</p> <p>The following will be preferred:</p> <ol style="list-style-type: none"> 1 Proven strategies to get customers to park in Designated Parking Area. 2 Proven strategies to discourage and identify inappropriately parked e-Scooters. E.g. in the middle of the sidewalk. 3 Proven strategies that encourage proper deployment and parking. 4 Review Customer's end trip parking photos more regularly to ensure people are parking correctly. 5 Plans that rebalance e-Scooters in congested areas and move scooters that have been in one location for an extended duration. 6 Plans to minimize devices being thrown in bodies of water. For example, having staff move e-Scooters that are parked within 20m of a body of water. 	<p>Provide your parking and relocation plan which should include:</p> <ol style="list-style-type: none"> 1 Measures to ensure staff will park the Electric Scooters correctly; 2 Details on how Geo-fencing capabilities will be employed; 3 Details on how improperly parked Electric Scooters will be detected and re-parked and measures to ensure response time requirements will be met; and 4 Measures to encourage Customers to report safety, parking, and maintenance concerns. 	<p>200</p>	<p>20</p>
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<p>4. Education and Safety Plan</p> <p>Comprehensiveness of safety and education plan and alignment with the objectives of the Program.</p> <p>The following will be preferred:</p> <ol style="list-style-type: none"> 1 Plans that include safety and awareness events. 2 Plans that ensure no one under the age of 18 rides can ride an e-scooter. 3 Incentivizing helmet use. 4 Proven strategies to prevent intoxicated riders from using the devices. 5 Proven strategies to reduce the interference with pedestrians and traffic. 6 Engagement with the community and non-riders. 7 Strategy to handle complaints about the company's devices or Customers, instead of The City responding to the majority of the complaints. 8 Commitment to incentive programs for consistent customer good riding and parking behavior. 9 Strategy to respond to emergencies. 	<p>Provide your Education and Safety plan including measures to ensure that Customers are informed of the following:</p> <ol style="list-style-type: none"> 1 Proper riding requirements on roads, sidewalks, exclusive bicycle lanes, and pathways; 2 Minimum age requirement; 3 All other relevant Legislative and Permit requirements; and 4 The rules for where to park Electric Scooters safely and correctly. <ul style="list-style-type: none"> - Outline any plans you have to hold safety and education awareness events. - Outline your emergency preparedness: How will the company handle emergencies, including but not limited to break-downs and collisions involving their scooters. 	<p>200</p>	<p>20</p>
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Rated Criteria	Submission Content	Maximum Points/Score	Weight (%)
B. Qualifications Criteria			
<p>1. Experience and Qualifications</p> <p>Relevance of experience and qualifications, number of years</p>	<ol style="list-style-type: none"> 1. Provide a list of all the jurisdictions where your organization has received permission to operate micro-mobility devices (e-scooters, e-bikes etc.). Include the following details: <ol style="list-style-type: none"> a. Date permission granted (MM-DD-YYYY); b. Term of the permission; 	<p>50</p>	<p>5</p>

<p>and extent and recentness of experience.</p> <p>The following will be preferred:</p> <ol style="list-style-type: none"> 1. Companies that have positive experiences in other jurisdictions. 2. Companies with more experience, better or more relevant qualifications, facilities or capacity. 3. Companies that have offered similar services in other jurisdictions of similar population, geographic size and weather conditions. 	<ol style="list-style-type: none"> c. Equipment type; and d. Fleet size. <p>For each example, provide an overview/description of the services provided, the scope and value, timelines, successes, and challenges.</p> <ol style="list-style-type: none"> 2. Has your organization ever received request to discontinue operations due to a compliance issue? If yes, please provide details. 3. Has your organization ever withdrawn micro-mobility operations voluntarily after having received permission from a jurisdiction to operate? If yes, please provide details. 		
<p>2. Customer Service</p> <p>Comprehensiveness of Customer Service plan and alignment with the objectives of the Program.</p> <p>The following will be preferred:</p> <ol style="list-style-type: none"> 1. Companies that can more readily meet operational responsibilities and better understand local conditions. 2. Companies that establish operations and customer service centers within The City. 	<ol style="list-style-type: none"> 1. Provide your customer service plan for all aspects of the operations and the organizational chart of the roles that will be delivering services under the Permit. 2. Describe how you will support the non-English speaking Customer. 	<p>50</p>	<p>5</p>
<p>3. Value Add</p> <p>Demonstrated innovation or value add to improve Program or enhance customer or citizen experience.</p> <p>Companies that can provide value add services for Calgarians will be preferred. This could be, but not limited to providing other micro mobility options, collaborating with local companies and/or</p>	<p>Outline any value-added details that will be offered that will enhance Citizen experience (customer and non-customer).</p>	<p>50</p>	<p>5</p>

<p>enhancing Citizen experience will be preferred.</p>			
<p>4. Staffing Plan</p> <p>Comprehensiveness of Staffing plan and alignment with the objectives of the Program.</p> <p>The following will be preferred:</p> <ol style="list-style-type: none"> 1. More full time and part time locally hired staff, and initiatives regarding fair wage and equal opportunities. 2. Companies that locate STEM jobs or have research and development initiatives in Calgary. 	<p>Provide your staffing plan, including hired staff and independent contractors, for your operations and maintenance of your equipment under the Permit. Your response should include the following:</p> <ol style="list-style-type: none"> 1 Local organizational structure; 2 Job titles and responsibilities for all roles that will support the Program in Calgary; 3 Total number of local operations staffs to be hired as employees of the organization; and 4 Total number of office-based staffs to be hired as employees to support local operations. <p>Describe how your staffing plan will follow best practices regarding equal opportunities, local hiring and fair wage.</p> <p>Advise if you plan to create now or in the future any STEM jobs (science, technology, engineering, and math) or if you plan to invest in any research and development initiatives of direct benefit to the Program and operations.</p>	<p>100</p>	<p>10</p>

C. EVALUATION OF REFERENCES AND FINANCIAL HEALTH

References:

Information obtained through the reference check will be used to validate the scores of the shortlisted Applicant received in respect of the rated criteria that include experience. The Applicant’s score on this criteria may be adjusted as necessary.

Financial Health:

The financial information will be used to verify the financial stability of the shortlisted Applicant and their ability to comply with the Permit requirements and Program Framework. The results of the financial health verification will not result in an adjustment to Applicant scores.

APPENDIX G – CERTIFICATION OF TECHNICAL SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Indicate by checking the “Yes” box if your Electric Scooters meet the indicated technical specification or performance requirement.

No.	Technical Specification or Performance Requirement	Compliance
1.	Kickstand and Handbrake	<input type="checkbox"/> Yes
2.	Bell or horn	<input type="checkbox"/> Yes
3.	Lights on the front and back that turn on automatically and stay on while in operation; and A red tail lamp and at least one red reflector mounted on the rear	<input type="checkbox"/> Yes
4.	Governor that limits maximum speed to 20 km/h	<input type="checkbox"/> Yes
5.	Visible identification of Permit Holder, Permit number, device number/unique identifier, contact phone number and email address	<input type="checkbox"/> Yes
6.	Active location tracking component capable of providing real-time location data, even when it’s not in use	<input type="checkbox"/> Yes
7.	Battery level indicator at least shown in the Permit Holder In-App software, if not on the Electric Scooter itself.	<input type="checkbox"/> Yes
8.	Identification of Permit Holder, Permit number, device number/unique identifier, contact phone number and email address in braille	<input type="checkbox"/> Yes

In order to pass this initial stage in the evaluation, the “Yes” box must be checked for each Technical Specification and Performance Requirement, indicating that all of the items for compliance are met.

If any one or more of the items for compliance are not met, the Applicant will fail the evaluation and The City will not consider the Submission further.]