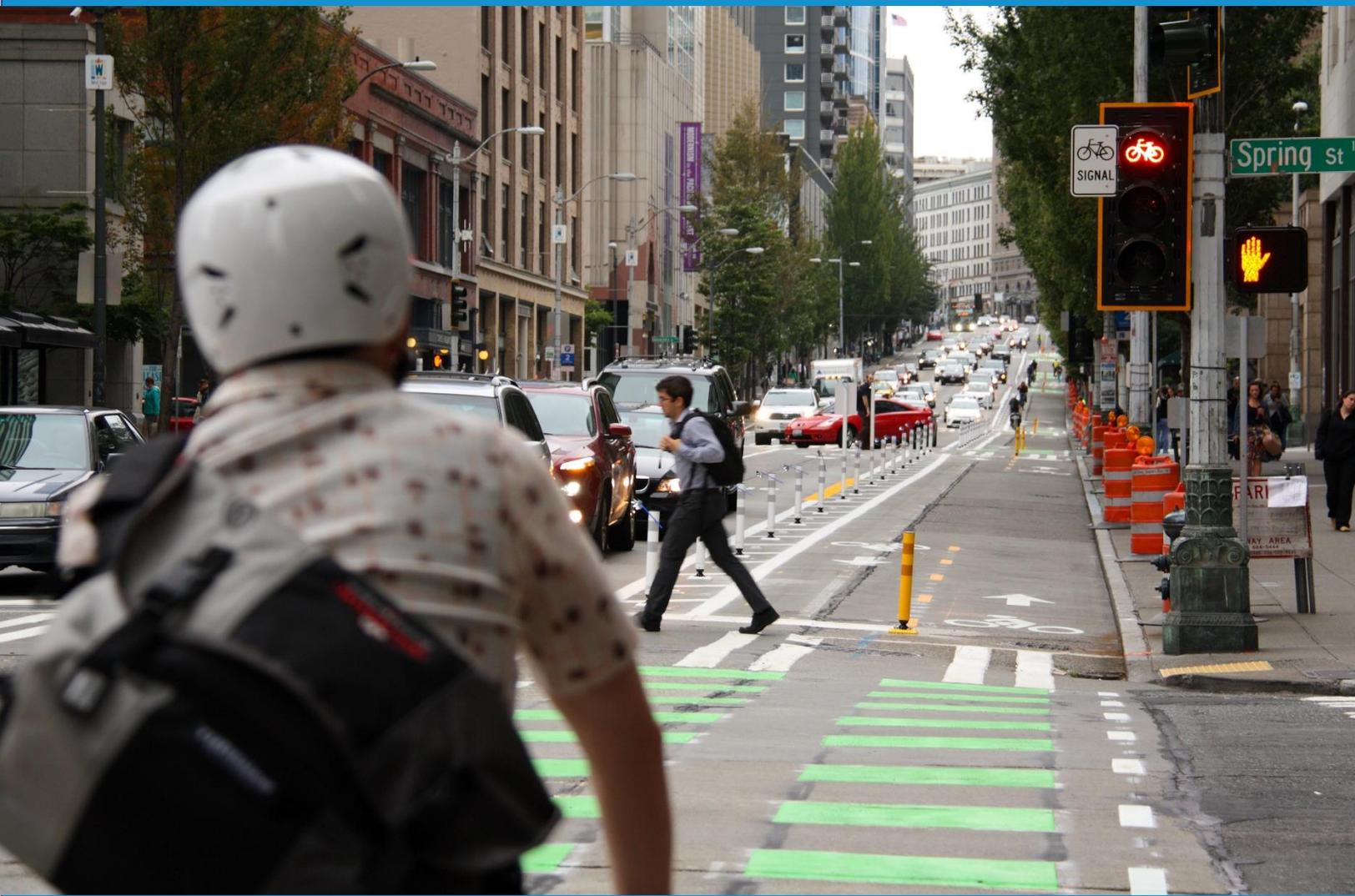# Seattle
Department of Transportation

Free-Floating Bike Share Program

Permit Requirements

for the 2018-2019 permit cycle

Version 2.1 – November 16, 2018

Contents

Overview

Seattle's free-floating bike share pilot program, the **first in the nation**, pioneered a new mobility option for cities nationwide. One year later, we're the first U.S. city to apply the lessons we've learned to a new, ongoing regulatory structure: the 2018-2019 Free-Floating Bike Share Program Permit Requirements. **This overview outlines the elements of this new program** and provides citations to the permit requirements. It does not add to or modify the permit requirements.

Goals

We look to SDOT's mission, vision, and values to guide this program. We also draw from the goals of our Transportation Equity Program and the strategies our New Mobility Playbook sets out for managing emerging mobility services. The permit requirements establish additional program-specific goals for the next permit cycle. These goals are one lens we'll use in our **competitive application process** to evaluate vendors' permit applications.

General

During our pilot evaluation, we identified the importance of **clearly defining all terms** and using them consistently. Some of these terms have already been defined in existing state law and city code. We have created several others tailored to the needs of a free-floating program (G2).

Permits issued for this program **last up to one year** before the vendor must apply for renewal (G3). Permits cannot be transferred or shared among vendors (G4). The vendor must **indemnify the city**, maintain insurance, and take out a surety bond on the City's behalf (G5, G6, G7). Vendors must **reimburse** the City for **all** costs we incur dealing with noncompliance (G8).

Vendors **may not deploy in Seattle without a permit**. We won't restrict intercity trips, but vendors not permitted in Seattle need to retrieve bicycles and other devices their riders leave in the City (G9).

> ### Vendor Plans
> This year, we're asking the vendors to think proactively about how they can meet our program goals. In three key areas—**parking and fleet management** (P7), **rider education** (O6.2), and **equity** (O7.4)— vendors **must update us monthly** on their progress implementing their commitments and proposed strategies (G10).

As the device sharing industry grows and evolves, developing the right regulatory structure will continue to be an **iterative process**. The City reserves the right to modify or supplement the permit requirements as needed to address unanticipated impacts (G11, G12).

Equipment and Safety

Vendors can deploy **bicycles, electric-assisted bicycles, adaptive cycles**, and similar approved devices. Before a vendor deploys a new device, SDOT must review and approve the device to ensure

the device complies with our program goals. Electric-assisted devices cannot provide assistance beyond **15 miles per hour** (ES1).

Adaptive Cycling: Two Approaches

Adaptive cycles include a **wide range of devices with two, three, or more wheels** such as tricycles, hand-pedaled cycles, recumbent cycles where the rider leans back in a seat, tandem cycles with more than one rider, and others.

Adaptive cycles offer **diverse, inclusive ways to ride and create new mobility opportunities for a wider market of riders in Seattle**. Adaptive cycles offer features or configurations that make cycling possible and enjoyable for many people who have difficulty riding a conventional bike. This includes not only people who self-identify as disabled but also seniors, people with **"invisible disabilities"** such as joint pain and balance problems, people with temporary injuries, and many others. People who are already comfortable on a bike also benefit; depending on the day, one might want a **cargo trike for grocery shopping** or a tandem bike for a social ride. Because adaptive cycling can **transform how many people get around**, SDOT proposes two approaches to increasing access:

Adaptive Cycling Partnerships: We're using $50,000 of the permit fees to **partner with existing providers** to increase adaptive cycling access. This collaboration will help provide more recreational opportunities for adaptive cycling, particularly for people who would like individual fittings, wheelchair storage, or training in how to ride.

Adaptive Fleet Size Bonus: We're also encouraging vendors to deploy adaptive cycles as part of their **free-floating** fleets. Vendors who deploy adaptive cycles receive application preference and could get a **bonus** of up to 1,000 extra devices. Free-floating devices provide new **recreation and transportation** for many people and can be especially helpful for people who have an invisible disability or who just want a third wheel for extra balance. (O1.5, AF2.4)

SDOT can create **special pilot requirements** or other rules that are appropriate for specific approved devices (ES1.4). At this time, SDOT **will not approve permits for electric scooters**.

To keep track of devices, we require each one to have a unique identification number and a GPS tracking unit (ES2.1, ES2.2). All devices must have a front **light** and rear reflector; starting March 2019, we require both front and rear lights (ES2.3). All devices need **brakes** and a **bell** (ES2.4, ES2.5).

During the pilot, all bikes were **self-locking:** they used a lock on the rear wheel to immobilize the device when not being rented. This year, some devices can also **lock to a fixed object** in the right-of-way such as a bike rack. We will evaluate parking impacts to determine whether some bikes can be required to lock to bike racks. Starting in 2019, new devices cannot call the police or threaten to call police without human verification (ES2.6).

When a device is reported to be unsafe to operate, we require the vendor to suspend new rentals on the device until it can be removed or repaired. Vendors should also put devices in **maintenance mode** for depleted batteries or other issues (ES2.7).

We encourage (but do not require) vendors to make their devices available for free in the event of an **earthquake or other emergency** if ordered by the Mayor. Vendors who agree to provide this service will receive bonus application points (ES2.8).

Vendors must post their name and contact information on all devices they deploy (ES3.1). They must also post **rider education signage** on each device as part of their rider education plan. All devices must inform riders of King County's **helmet law**. The signage program must address yielding to pedestrians, following traffic rules, reporting maintenance problems to the vendor, and parking responsibly. We hope to see the vendors design **creative, compelling** signage to convey these messages (ES3.2).

In the future, as the City implements a centralized parking reporting system, vendors will be required to post their contact information on their devices (ES3.3). **No advertising** or sponsorships are permitted on devices (ES3.4).

Vendors must maintain their devices in **good working order** and must repair or remove any device that needs maintenance (ES4.1). Devices that are **unsafe to operate** must be placed in maintenance mode as soon as anyone notifies the vendor (ES4.2). We can take enforcement action against vendors who deploy devices that do not meet the equipment requirements (ES6).

Parking

Based on our experience during the pilot phase, SDOT has updated and refined the parking rules. Vendors must adjust, repark, or remove improperly parked devices. Vendors must also tell riders how to park devices responsibly (P1.1).

Devices may be parked **upright on hard surfaces** in the landscape/furniture zone of sidewalks. If there's no sidewalk, riders may park in a safe location that does not impede other street uses or obstruct pedestrians (P1.3, P1.4). Devices may not be parked in pedestrian clear zones, on corners, at transit stops, in loading or disabled parking zones, or blocking access to buildings, curb ramps, benches, and other street features (P1.5). Riders can park at any SDOT **bike rack** or corral (P1.7).

> ### Designated Parking Areas
> **Parking is the greatest challenge** for a free-floating program. The parking rules can be tricky; many neighborhoods lack wide sidewalks. And unlike car parking, most safe parking areas aren't labeled yet.
>
> That's why a portion of each vendor's permit fees will fund a designated parking area program. We'll designate **clear, orderly device parking** in key spots around town. Vendors can direct parking to these locations and use them as staging points when reparking (P2).

Our parking enforcement program will prioritize **obstruction hazards**. Severe obstruction hazards that affect minimum clearances required by the **Americans with Disabilities Act** will now receive additional enforcement attention (P1.6).

All parking rules apply to lock-to devices. Lock-to devices may not be locked to street signs, trees, utility poles, handrails, transit shelters, or other objects that need pedestrian access (P1.8).

> ## Centralized Parking Reporting
> It's not always easy to keep track of whom to call when a device is misparked or broken down. And we know that most misparked bikes don't get reported. During this permit year, we'll be exploring options for the City (and neighboring cities) to develop a centralized parking reporting system that'll simplify the process for everyone (O2.6).

To limit crowding in busy areas, the vendor cannot park more than 15 devices on a single block (P1.9). Devices cannot be parked on private property unless the owner or occupant consents (P1.2).

SDOT can designate **special parking zones** where parking is prohibited or different rules apply (P3). Vendors must remove devices riders leave at parks and transit station areas unless the vendor has an agreement with the appropriate agency (P4). Vendors must have **geofencing** technology to mark areas where devices are restricted (P5). Vendors must coordinate with the City to handle the deluge that accompanies **game days**, 4th of July fireworks, and other big events (P6).

Although SDOT has been specific about our parking requirements, it is the vendors' responsibility to develop **parking and fleet management plans** that describe how they will keep sidewalks clear and maintain their devices in good working order (P7).

Operations

Vendors are responsible for setting a **service area** indicating where riders can ride and park without penalty. Vendors deploying more than 2,500 devices must serve the entire city right away. Smaller vendors deploying electric-assisted or adaptive cycles may have additional time to ramp up (O1.1).

> ## Fleet Size and Distribution
> If we award four permits at the start of the program, each vendor can have **up to 5,000 devices** deployed in Seattle at a time (O1.2). SDOT may reduce a vendor's fleet size for noncompliance and increase it if things are going well (O1.3). We ask vendors to keep a minimum fleet size—4,000 at first. Vendors who need to start smaller can still apply for City permits, and SDOT may choose to **reallocate their unused fleet capacity** to other vendors while they ramp up (O1.4). Vendors who deploy approved adaptive cycles receive a fleet size bonus, allowing them to deploy more devices overall than vendors who don't offer these options (O1.5). Vendors need to make **at least 10%** of their devices available across **three equity focus areas** that had below-average bike access during the pilot (O1.6, Appendix D).

As in the pilot, **vendors must respond to reports** that devices are improperly parked or need maintenance. Starting this permit cycle, vendors are required to **prioritize obstruction hazards** (O2.1). Vendors must immediately suspend rentals on devices reported as unsafe to operate (O2.2). Vendors need to check up on the condition of all devices that haven't been rented in seven days (O2.3). SDOT can designate areas the vendors must **inspect regularly** for broken or improperly parked devices (O2.4). The vendor must retrieve submerged and other hard-to-reach devices (O2.5).

The vendor must provide **phone, text, and email contacts** for public use and acknowledge reports they receive (O3.1). The vendor also provides the City with several direct contacts (O3.2). We've better defined when and how the vendor receives notice of a report (O3.3).

Vendors must disclose their pricing structure to riders (O4.1). Vendors offering a mostly electric-assisted fleet must establish a **reduced-fare program** (O4.2). And all vendors need to provide at least one **low-barrier rental method** for people who don't have a smartphone or bank account (O4.3). Vendors must maintain an operations center in King County and comply with labor laws (O5).

Rider Education and Equity

It's the vendor's duty to **inform riders how to rent, ride, and park** their devices safely and conscientiously (O6.1). We require vendors to prepare and implement a rider education plan, including the vendor's proposed device signage and strategies for overcoming knowledge and language barriers in equity focus communities (O6.2).

The vendor's **equity plan** also covers a range of issues. Vendors must support eight languages by 2019 (O7.2). We ask vendors to produce **marketing documents** in these languages that we can distribute at mobility fairs and other events (O7.3). The vendor's equity plan should go beyond these elements to consider the various **opportunities and impacts** of its services in diverse communities, including for **people of color** and **people with disabilities** (O7.4).

Bike sharing is **going regional**, bringing new mobility opportunities for intercity trips. Instead of requiring vendors to move "Seattle bikes" back to Seattle every night, we allow devices that meet our equipment standards to **circulate freely** across participating jurisdictions (O8).

Data Sharing

Our data sharing structure allows SDOT to **collect critical information** on street use and the impacts of device sharing. Vendors will submit fleet data directly to us or to an independent data analyst (DS1.2). Vendors must report **real-time data** on deployments, removals, and available devices (DS1.3). We also require **weekly updates of trip data**. Starting in 2019, new devices must collect better trip waypoint data—a great resource for **prioritizing bicycle infrastructure improvements** and measuring intersection level of service for cyclists (DS1.4, Appendix E).

Vendors must keep **parking report and maintenance logs**. If a vendor has a good compliance record on these issues, they need only submit a summary to SDOT (DS2, DS3). Vendors must disclose any reports of collisions, injuries, or property damage (DS4). The vendor must distribute an SDOT **rider survey** during the permit cycle (DS5.2). The vendor needs to **notify riders** of the data it collects and reports (DS6). We can use the data to manage streets and refine the program (DS7).

Compliance and Enforcement

We have refined our vendor compliance program for the next permit cycle. We'll use several methods to **investigate compliance**. When we find a violation, we can impound devices, revoke the permit, or take other appropriate action (CE1). In many cases, we may reduce the vendor's

maximum fleet size; the permit requirements include suggested fleet size reductions for different types of violations (CE1.3). We require all vendors to meet **data integrity** standards (CE2).

Vendors must respond to reports from the community. But since most bike problems aren't reported, we're measuring compliance in new ways (CE3). We'll take a **daily fleet snapshot** at 5:00AM to measure how many devices each vendor has deployed in Seattle. If the vendor exceeds its maximum fleet size or doesn't serve equity focus areas, we may take enforcement action (CE5).

Compliance Auditing

This year, we will use compliance auditing tools to **proactively measure and enforce** vendor compliance. We and the auditors will develop procedures and sampling methods. We'll do **unannounced** audits every few months for some elements, but we have the flexibility to audit more often, especially for obstruction hazards and other priority issues (CE4.1).

We've set baseline audit standards; no more than 30% of devices may be improperly parked and no more than 3% of devices can be an obstruction hazard. Vendors will be penalized for every audited device or cluster of devices that obstructs ADA-required access (CE4.2). We also required at least 70% of the vendor's deployed fleet to be in good working order and available for rental at any time; less than 10% may have safety-related maintenance issues (CE4.3).

Application and Fees

Permit issuance and renewal is not guaranteed. SDOT has developed a **competitive application process** for this permit cycle (AF1). In the initial round of applications, we'll approve permits for **up to four qualified vendors** (AF2.1). We can accept applications again later in the permit cycle if needed (AF2.2). We'll review all applications to make sure they meet the permit requirements (AF2.3). We'll then **score several elements** of the vendor's application, including the vendor's parking, rider education, equity, and data collection plans. Vendors who will offer adaptive cycles or emergency unlocking receive **bonus points** (AF2.4, Appendix F).

We'll charge each vendor a nonrefundable annual administrative fee of $50 per initially permitted device. If the vendor earns a larger fleet, they won't pay more. If we award permits to fewer than four vendors initially, we may charge fees per device (AF4.1). Here's what these fees pay for:

Expense	Amount	Per Device (if 5,000 devices)
Program Administration	**$600,000**	**$30**
Program staff (1.5 full-time equivalent positions)	$370,000	$18.50
Data analysis, repository, and portal	$50,000	$2.50
Adaptive cycle share partnership (leverage community partnerships to increase adaptive cycling access)	$50,000	$2.50
Equity-based outreach and engagement	$50,000	$2.50
Compliance auditing	$50,000	$2.50
Ongoing evaluation (survey and other work to evaluate program)	$30,000	$1.50
Designated Device Parking (1,500 spaces)	**$400,000**	**$20**
TOTAL	**$1,000,000**	**$50**

Free-Floating Bike Share Program

Permit Requirements

for the 2018-2019 permit cycle (Version 2.1)

Introduction and Goals

Since Seattle began permitting free-floating bicycle sharing in July 2017, thousands of people have taken over two million rides on 10,000 bikes in every Seattle neighborhood and beyond. This emerging mobility service affords exciting opportunities for active, low-carbon transportation and recreation. As "bike share" evolves to include new approaches, features, and devices, the Seattle Department of Transportation ("SDOT") will structure the Program so more people can benefit from the upsides while anticipating and protecting against potential downsides.

SDOT's mission, vision, and values focus us on creating a safe, interconnected, vibrant, affordable, and innovative city for all. Our New Mobility Playbook describes our goals and strategies for adapting emerging mobility services to the needs of our city. Seattle's Race and Social Justice Initiative and SDOT's Transportation Equity Program provide further goals and guidance for SDOT's efforts to provide safe, affordable, accessible, and environmentally sustainable transportation options for cost-burdened communities. These goals and strategies inform the Program and the permit requirements SDOT has established for the 2018-2019 permit cycle.

In addition to our general goals, SDOT had seven goals for the Program during the pilot. This cycle, we have refined those goals and added an eighth goal addressing an unmet need for all-abilities cycling opportunities. During the next permit cycle, Seattle's free-floating bike share program will:

1. support an active, healthy, people-first use of Seattle's streets;
2. ensure affordable and equitable service—particularly for cost-burdened communities of color—while expanding access to opportunities;
3. fill mobility gaps and improve connections to transit;
4. be safe and advance our Vision Zero objectives;
5. provide a low-carbon mobility option as part of Seattle's efforts to reduce carbon emissions;
6. manage public space to ensure sidewalks are organized and free from obstructions;
7. derive insights into how people use the system, compliance issues, and targeted bike infrastructure investments with robust data partnerships; and
8. make Seattle a world leader in diverse cycling by increasing access to adaptive cycles as a recreation and mobility option.

General

G1. Nature of Permit. A street use permit issued to a vendor as part of the Program allows the vendor to use or occupy SDOT right-of-way consistent with Seattle Municipal Code ("SMC") titles 11

and 15 and these permit requirements by deploying bicycles, electric bicycles, tricycles, and other like personal-mobility devices for public rental.

G2. Definitions.

(a) The following terms have the definitions given in SMC 15.02.042-.046:

1. "Block face";
2. "Corner-curb-radius area";
3. "Driveway"; and
4. "Newsstand."

(b) The following terms have the definitions given in SMC Chapter 11.14:

1. "Alley";
2. "Bicycle lane";
3. "Bus zone";
4. "Crosswalk";
5. "Curb markings";
6. "Curb";
7. "Curb ramp";
8. "Load and unload zone";
9. "Path";
10. "Pedestrian";
11. "Shuttle bus zone";
12. "Sidewalk"; and
13. "Streetcar."

(c) The following terms have the definitions given in Seattle Streets Illustrated as established by SDOT Director's Rule 04-2017:

1. "Frontage zone";
2. "Landscape/furniture zone";
3. "Pedestrian clear zone";
4. "Travelway"; and
5. "Walkway."

(d) The following terms have the definitions given below:

1. "Adaptive cycle" means a human-powered or electric-assisted device, other than a conventional two-wheeled human-powered or electric-assisted bicycle, that provides active mobility opportunities to people who have difficulty riding a conventional bicycle. Adaptive cycles may include tricycles, recumbent cycles, handcycles, and tandem cycles.
2. "Available for rental" means that the device is deployed, has not been placed in a maintenance mode or remotely suspended, and can be rented using the rental methods the vendor provides.
3. "Bicycle" means a bicycle as defined in RCW 46.04.071.
4. "City" means the City of Seattle.

5. "Deploy" means to remove a device from the vendor's physical custody and place it in SDOT right-of-way or in another location. A device is "deployed" in a location if the device is not in the vendor's physical custody, regardless of who moved the device in SDOT right-of-way or in another location or whether the device is being rented or is available for rent. A deployed device remains deployed until the vendor removes the device to a vendor-owned or -controlled location. Devices impounded by the City are deployed until the vendor relocates the device to a vendor-owned or -controlled location.

6. "Device" means a bicycle, electric-assisted bicycle, adaptive cycle, or other personal-mobility device the vendor deploys or proposes to deploy in the City of Seattle under these permit requirements.

7. "Electric-assisted bicycle" means an electric-assisted bicycle as defined in RCW 46.04.169.

8. "Fleet" refers collectively to all of a vendor's devices that are deployed in SDOT right-of-way or any other location in the City of Seattle not covered by a separate permit program.

9. "Good working order" has the meaning given in Requirement ES4.1(b).

10. "Independent data analyst" means an entity SDOT designates to receive, process, and analyze the vendor's raw data and report the results to SDOT.

11. "Maintenance mode" refers to a device's status when the vendor has remotely suspended rentals on the device because the device is not in good working order or is unsafe to operate.

12. "Obstruction hazard" and "ADA-prohibited obstruction hazard" have the meanings given in Requirement P1.6.

13. "Park" and "parking" refer to the vendor, rider, or another person bringing a deployed device to a stop, ending any trip, and leaving the device on SDOT right-of-way or in another location in the City of Seattle not covered by a separate permit program.

14. "Program" means the Seattle Department of Transportation's Free-Floating Bike Share Program.

15. "Program Manager" means the person or persons whom the Director of Transportation has designated to administer the Program on behalf of SDOT.

16. "Remove" means to remove a device from deployment and place it in the physical custody of the vendor.

17. "Rider" means any person who rents a device for a trip, any part of which is located within the City of Seattle.

18. "Service area" means the geographic area the vendor designates where a rider may start a trip, ride, and end the trip without incurring any warnings or penalties.

19. "Trip" refers to a rider's rental of a device and includes:
    i. the initial rental and unlocking ("trip start");
    ii. the rental period and the rider's travel during that period; and
    iii. relinquishing the device by locking and ending the trip or leaving the device without locking it ("trip end").

20. "Unsafe to operate" has the meaning given in Requirement ES4.2(b).

21. "Vendor" means an entity that has been granted a permit to deploy devices in the City of Seattle consistent with these permit requirements and includes the entity's subsidiaries, employees, contractors, agents, and any other persons whom the vendor recruits or crowdsources to assist in fulfilling the vendor's duties under these permit requirements.

G3. Permit Term.

> **G3.1 Duration.** A permit issued under these permit requirements is temporary and vests no permanent rights. The permit may be renewed annually, unless SDOT notifies the vendor in writing of a different renewal date.

> **G3.2 When Permit Ends.** The vendor's permit ends on the date the permit term expires, the date SDOT revokes the vendor's permit under SMC 15.04.070, or the date the vendor withdraws in writing from the permit.

> **G3.3 Vendor's Duties at Permit End.** The vendor shall remove all devices from SDOT right-of-way and all other locations in the City not covered by a separate permit program upon notice from SDOT and before the end of the permit. The vendor shall be responsible for its devices and shall maintain its indemnification, insurance, and performance bond until it has removed all devices from SDOT right-of-way. SDOT may charge permit review fees as described in Requirement AF4.1 for the time required to close the permit.

G4. No Transfers. The permit is non-transferable. The vendor cannot transfer its rights under this permit to any other entity or individual, including subsidiaries. A prospective transferee must apply for its own permit.

G5. Indemnification. Before SDOT will issue a permit, the vendor shall sign and record an indemnity agreement as required by SMC 15.04.060. The indemnity agreement form is contained in Appendix A.

G6. Insurance. The vendor shall maintain commercial general liability insurance that meets the requirements of SMC 15.04.045 and the form contained in Appendix B.

G7. Surety Bond. (a) The vendor shall maintain a $10,000 surety bond consistent with SMC 15.04.044. The surety bond form is contained in Appendix C.

(b) SDOT may use the bond to pay costs related to removing and storing devices that do not comply with these permit requirements or that the vendor fails to remove from SDOT right-of-way under Requirement G3.3.

G8. Reimbursement for Costs. If any City department or office incurs any costs addressing or abating noncompliance with these permit requirements or repairing public property resulting from the vendor's use of SDOT right-of-way, then the vendor shall reimburse the City no later than 30 days after the City notifies the vendor in writing of its reimbursement request.

G9. No Deployment Without Permit. No vendor or prospective vendor may deploy a device or otherwise use or occupy SDOT right-of-way without a valid permit. If a vendor or prospective vendor deploys a device without a permit, SDOT may take any action authorized by SMC chapters 15.90 and 15.91.

G10. Vendor Plans

G10.1 Generally. The vendor shall develop and implement plans describing how the vendor will carry out its duties and commitments and meet SDOT's Program goals and permit requirements with respect to:

1. parking and fleet management, as described in Requirement P7;
2. rider education, as described in Requirement O6.2; and
3. equity, as described in Requirement O7.4.

G10.2 Development. The plans shall describe the vendor's strategies, each expected deliverable, and the month each deliverable will be implemented. SDOT encourages the vendor to develop and implement innovative approaches to meeting SDOT's Program goals and permit requirements.

G10.3 Submission and Updates. The vendor shall submit the first iteration of its plans as part of its application materials described in Requirement AF3.1. The vendor shall submit an update on its plan implementation progress no later than the tenth day of each month for the duration of the permit.

G10.4 Year-End Report. The vendor shall submit a year-end report to the Program Manager 30 days before the vendor's annual permit review date. In its report, the vendor shall describe its progress in implementing each element of the vendor's plans and evaluate the effectiveness of each implemented element in meeting the Program's goals and permit requirements. The year-end report shall also include the rider report described in Requirement DS5.1(c).

G11. Modifications. The Program Manager may modify these permit requirements with 30 days' written notice to the vendor. The vendor is deemed to have accepted the modifications unless the vendor withdraws from the permit under Requirement G3.2 within 30 days of receiving notice.

G12. Supplemental Requirements. The Program Manager may establish supplemental requirements or guidance documentation that interprets or implements these permit requirements or the requirements of SMC Title 15.

G13. Comply with All Laws. The vendor shall comply with all city, county, state, and federal laws.

Equipment and Safety

ES1. Devices.

ES1.1 Approval Required. (a) The vendor shall not deploy any device or device component before the Program Manager has approved its type, form, equipment, and appearance.

(b) To obtain approval, the vendor shall furnish design specifications, certifications of compliance with applicable design standards under Requirement ES1.5, and illustrative images of the device and device components that the vendor proposes to deploy. If the Program Manager requests, the vendor shall provide SDOT an opportunity to physically inspect and test-ride the same model that the vendor proposes to deploy.

(c) The vendor's design specifications for the proposed device or device component shall include the following information, if applicable:

1. a description of the device and its components;
2. the overall dimensions of the device with all components intact;
3. the device's weight with all components intact;
4. the diameter of each wheel;
5. the width of each wheel and tire;
6. the distance between the centers of the front and rear wheels ("wheelbase");
7. the device's maximum load capacity;
8. the height of an upright device as measured from the ground to the topmost structural frame component that a rider must step over to mount the device ("standover height");
9. the number of gears and the gear ratios;
10. the power source and recharge procedure for all electrical components, including lamps, batteries, and location tracking unit;
11. the location tracking technology, including transmission frequency, geographic accuracy, and margin of error;
12. if the device is electric-assisted, the motor wattage, maximum assisted speed, power source, operating range, and rider control mechanisms;
13. the location of any cargo-carrying component or area and the maximum cargo load;
14. the proposed location of all information the vendor is required to affix the device under Requirement ES3;
15. all specifications for which a design standard applies as described in Requirement ES1.5;
16. any other specifications the vendor or Program Manager deems relevant.

(d) The Program Manager may approve the proposed device or device component if the Program Manager determines that the device or component:

1. complies with applicable design standards, as described in Requirement ES1.5;
2. complies with equipment requirements, as described in Requirements ES2 and ES3; and
3. in the Program Manager's discretion promotes City and Program goals.

(e) SDOT may rescind approval of a device or device component at the Program Manager's discretion.

ES1.2 Bicycles. The vendor may deploy approved devices that meet the definition of bicycle in RCW 46.04.071.

ES1.3 Electric-Assisted Bicycles. The vendor may deploy approved devices that meet the definition of a Class 1 or Class 2 electric-assisted bicycle in RCW 46.04.169, except that an electric-assisted bicycle shall cease to provide assistance when the bicycle reaches or exceeds 15 miles per hour.

ES1.4 Other Devices. (a) The vendor may deploy approved human-powered and electric-assisted adaptive cycles, and cargo cycles, family cycles, and approved devices that do not fit the definition of a bicycle or electric bicycle. An electric-assisted device shall cease to provide assistance when it reaches or exceeds 15 miles per hour.

(b) The Program Manager may issue supplemental requirements as described in Requirement G12 for devices approved under Requirement ES1.4.

ES1.5 Design Standards. (a) Bicycles and electric-assisted bicycles shall comply with all applicable design standards described in the Code of Federal Regulations ("Requirements for Bicycles," at 16 CFR § 1512) and by the International Organization for Standardization ("Cycles including their components and systems," at ISO 4210). Other devices shall comply with appropriate national or international design standards for that type of device.

(b) The Program Manager may approve a device or device component that deviates from applicable design standards if the vendor demonstrates to the Program Manager's satisfaction that:

1. the proposed device or device component complies with another appropriate design standard; or
2. the proposed device or device component is comparable to a device or device component that complies with appropriate design standards.

ES2. Device Components.

ES2.1 Unique Identifier. The vendor shall affix a unique identification number at a prominent location on each device it deploys in the City of Seattle. No vendor may deploy a device in the City that has the same identification number as another device the vendor has contemporaneously deployed in the State of Washington.

ES2.2 Location Tracking. (a) All devices shall be equipped with a Global Positioning Satellite (GPS) tracker or another tracking technology mounted on the device that is capable of recording and transmitting the device's location on demand in decimal degrees to four decimal places.

(b) All devices or device tracking components newly deployed on or after March 1, 2019 shall be capable of recording and transmitting the device's location at the following times:

1. when the vendor deploys or removes the device;
2. when a trip begins or ends;
3. at least once every three minutes, if the device is being rented; and
4. at least once every 30 minutes, if the device is deployed and is not being rented.

ES2.3 Lamps and Reflectors. (a) All devices shall be equipped with a front white light and a rear red reflector that comply with RCW 46.61.780(1).

(b) All devices newly deployed on or after May 1, 2019 shall be equipped with a front white light and a rear red light.

ES2.4 Brakes. All devices shall be equipped with brakes that comply with RCW 46.61.780(2).

ES2.5 Bell. All devices shall be equipped with a bell, horn, or other audible signaling component.

ES2.6 Security. Devices may self-lock or lock to a fixed object. No device or device security alert component newly deployed on or after January 1, 2019 may contact law enforcement without

human verification or represent to any person that it has the capability to contact law enforcement without human verification.

ES2.7 Maintenance Mode. All devices shall be equipped with technology that allows the vendor to place the device in a maintenance mode and remotely suspend new rentals of the device when the vendor has received a report or otherwise believes the device is unsafe to operate.

ES2.8 Emergency Unlocking. SDOT encourages the vendor to participate in an emergency unlocking program element. A participating vendor agrees to make its deployed devices available free of charge if the Mayor orders the vendor to unlock the devices during a civil emergency declared under SMC 10.02.020. The City shall reimburse participating vendors for loss or damage to devices that the vendor incurs due to an emergency unlocking order as provided in SMC Chapter 10.02.

ES3. Information Affixed to Devices.

ES3.1 Vendor Contacts. The vendor shall affix its trade name and required public contact information as described in Requirement O3.1 to each device it deploys.

ES3.2 Rider Education Signage. (a) The vendor shall affix informational signage approved by the Program Manager to each device that the vendor newly deploys on SDOT right-of-way on or after January 1, 2019. The vendor shall affix the signage to the device's front cargo basket or another location approved by the Program Manager.

(b) The rider education signage on each device shall include a statement that the law requires the rider to wear a helmet.

(c) The vendor's rider education signage program element shall include content that addresses the following education topics:

1. yield to pedestrians;
2. follow traffic rules;
3. report maintenance problems to vendor; and
4. park responsibly.

(d) The vendor is not required to address all topics listed in Requirement ES3.2(c) on every device if the vendor's rider education signage program element, taken as a whole, addresses all required topics to the Program Manager's satisfaction.

(e) SDOT encourages the vendor to design legible, memorable, and creative signage content. SDOT encourages the vendor to include signage content that addresses the rider education needs of people with limited English-language proficiency.

ES3.3 Other Information. The Program Manager may require the vendor to affix one or more stickers containing regulatory or other information to a specific location on each device in the vendor's fleet. The vendor shall affix the stickers to all deployed devices no later than 30 days after it receives notice.

ES3.4 Advertising. The vendor shall not affix third-party advertising, sponsorships, or sponsored content to its devices.

ES4. Maintenance

ES4.1 Good Working Order. (a) The vendor shall maintain each deployed device in good working order. The vendor shall repair or remove any device that is not in good working order.

(b) A device is in good working order if:

1. the device and all of its components, including optional components, are present and function properly; and
2. the following information is visible:
     i. the device's unique identifier;
     ii. the vendor's trade name and required contact information;
     iii. the rider education signage content; and
     iv. any information required under Requirement ES3.3.

ES4.2 Unsafe to Operate. (a) If the vendor receives a notice or otherwise believes that a device is unsafe to operate, the vendor shall remotely suspend rentals on the device until the vendor repairs or removes the device.

(b) A device is unsafe to operate if:

1. one or more of the components is missing or does not properly function; and
2. due to the malfunction, a rider who attempts to ride the device would be at higher risk of a fall, collision, or injury.

(c) The malfunction or absence of one or more of the following device components renders a device unsafe to operate:

1. device structural frame;
2. wheel assembly, including wheels, tires, hubs, spokes, and axles;
3. lights and reflectors;
4. brakes;
5. pedals;
6. handlebars, including their alignment; or
7. bell.

(d) SDOT presumes that malfunction or absence of one or more of the following device components does not, without more, render a device unsafe to operate:

1. baskets and cargo carriers;
2. kickstand;
3. informational signage;
4. locking mechanism;
5. location tracker;
6. battery, if absent or if depleted but undamaged; or

7. cosmetic damage to any component.

ES4.3 Intentional Destruction. The vendor shall promptly disclose to the Program Manager any patterns of vandalism, sabotage, or other intentional destruction of its devices that render the devices unsafe to operate. The vendor shall promptly notify the Program Manager of all communication it has with law enforcement or private investigators regarding intentional destruction of its devices.

ES5. Fixed Objects. The vendor shall not install a fixed object such as a station, dock, or electric charging infrastructure in SDOT right-of-way unless the vendor has first obtained separate street use permits for installing and using the fixed object. The vendor shall consult with the Program Manager regarding the proposed fixed object before applying for the permit.

ES6. Noncompliant Devices. If anyone deploys or parks a device or installs a fixed object in SDOT right-of-way that does not comply with these permit requirements, SDOT may take any action authorized by SMC Title 15 or these permit requirements.

Parking

P1. Parking Requirements

P1.1 Generally. (a) The vendor shall park devices, and shall advise riders that they shall park devices, consistent with these parking requirements.

(b) The vendor shall ensure that each device is properly and safely parked whenever it is not being rented. The vendor shall adjust, repark, or remove any device that is not parked in accordance with these requirements.

(c) If a rider parks a device in a location on SDOT right-of-way where the rider but not the vendor may park devices, the vendor may adjust the device's parking along the block face to improve safety or access, or to reduce clutter.

P1.2 Where Allowed. (a) If partly or completely parked on SDOT right-of-way, devices shall be parked upright in one or more of the following locations:

1. on a sidewalk landscape/furniture zone, as described in Requirement P1.3;
2. in an appropriate parking location where no sidewalk is present, as described in Requirement P1.4;
3. in a designated bike share parking area, as described in Requirement P2; or
4. in a public bike rack or corral, as described in Requirement P1.7.

(b) If not parked on SDOT right-of-way, devices may be parked and locked only in a location approved by the owner, manager, or the property tenant.

P1.3 Parking on Sidewalks. Where a sidewalk is present, devices may be parked upright on hard surfaces in the furniture zone of the sidewalk. Devices shall not be parked in a manner that reduces the pedestrian clear zone to less than six feet.

P1.4 Parking Where Sidewalk Is Absent. On block faces where no sidewalk, designated bike share parking area, or public bike rack or corral is present, a rider may park a device upright in a safe location on SDOT right-of-way where it will not impede pedestrian or vehicle travel. A vendor may not park devices on these block faces except as provided in Requirement P1.1(c).

P1.5 Parking Restrictions. Unless parked in a designated bike share parking area or in an SDOT bike rack or corral, devices shall not be parked in the following locations:

1. in the frontage zone or pedestrian clear zone of the sidewalk;
2. on a sidewalk segment where no landscape/furniture zone is present;
3. in a corner-curb-radius area;
4. on a sidewalk segment where the curb is:
    i. in a bus, streetcar, or other transit curb zone (may have alternating yellow and red curb markings);
    ii. less than 60 feet from a bus stop sign on the bus approach side;
    iii. in a shuttle bus zone;
    iv. in a taxicab stand (may have yellow curb markings)
    v. in a load and unload zone (may have yellow or white curb markings); or
    vi. in a disabled parking zone (may have blue curb markings);
5. in a manner that blocks access on foot or by wheelchair to:
    i. buildings, structures, or parcels;
    ii. transit facilities, including stations, shelters, passenger waiting areas, and bus layover and staging zones;
    iii. street features that require pedestrian access, including benches, café seating, parklets, streateries, parking pay stations, transit information signs, and crosswalk buttons; or
    iv. safety and disabled access features, including curb ramps, wheelchair ramps, ramp landings, handrails, areas of refuge, and detectable warning surfaces;
6. in or blocking access to crosswalks, travelways, driveways, alleys, bicycle lanes, or paths;
7. on or blocking access to a moving bridge, active rail line, or rail crossing;
8. in a manner that hides from view or interferes with the effectiveness of an official traffic-control device or any railroad sign or signal;
9. on vegetation; and
10. in any other location where the device creates an obstruction hazard as described in Requirement P1.6.

P1.6 Obstruction Hazards; ADA-Prohibited Obstruction Hazards. (a) A parked device or cluster of devices is an obstruction hazard if parked in a manner that:

1. reduces the width of the pedestrian clear zone to less than 6 feet;
2. is restricted under Requirement P1.5(1)-(8);
3. obstructs pedestrian circulation and navigation for people with low vision or mobility difficulties; or
4. otherwise creates a safety hazard.

(b) A parked device or cluster of devices is an ADA-prohibited obstruction hazard if parked in a manner that obstructs an accessible route or minimum clearance that the City or another entity is required to provide under Section 504 of the Americans with Disabilities Act or 36 CFR Part 1191.

P1.7 Bike Racks. A rider may park a device in any public bike rack or corral space on SDOT right-of-way, unless otherwise provided by the Program Manager.

P1.8 Devices Locking to Fixed Objects. Devices that can be locked to a fixed object may be parked and locked to an SDOT bike rack or corral or another object in a manner that complies with Requirement P1, unless otherwise provided by the Program Manager. The vendor may not lock devices to a fixed object. The vendor may not require or encourage riders to lock devices to a fixed object before March 15, 2019, unless the Program Manager specifies a different date. Devices shall not be locked to:

1. street signs, transit stop signs, benches, or shelters;
2. trees or vegetation;
3. fire hydrants;
4. ramp and staircase railings;
5. utility infrastructure, including poles;
6. any other use or occupation of SDOT right-of-way permitted under SMC Title 15, unless the permittee gives consent; or
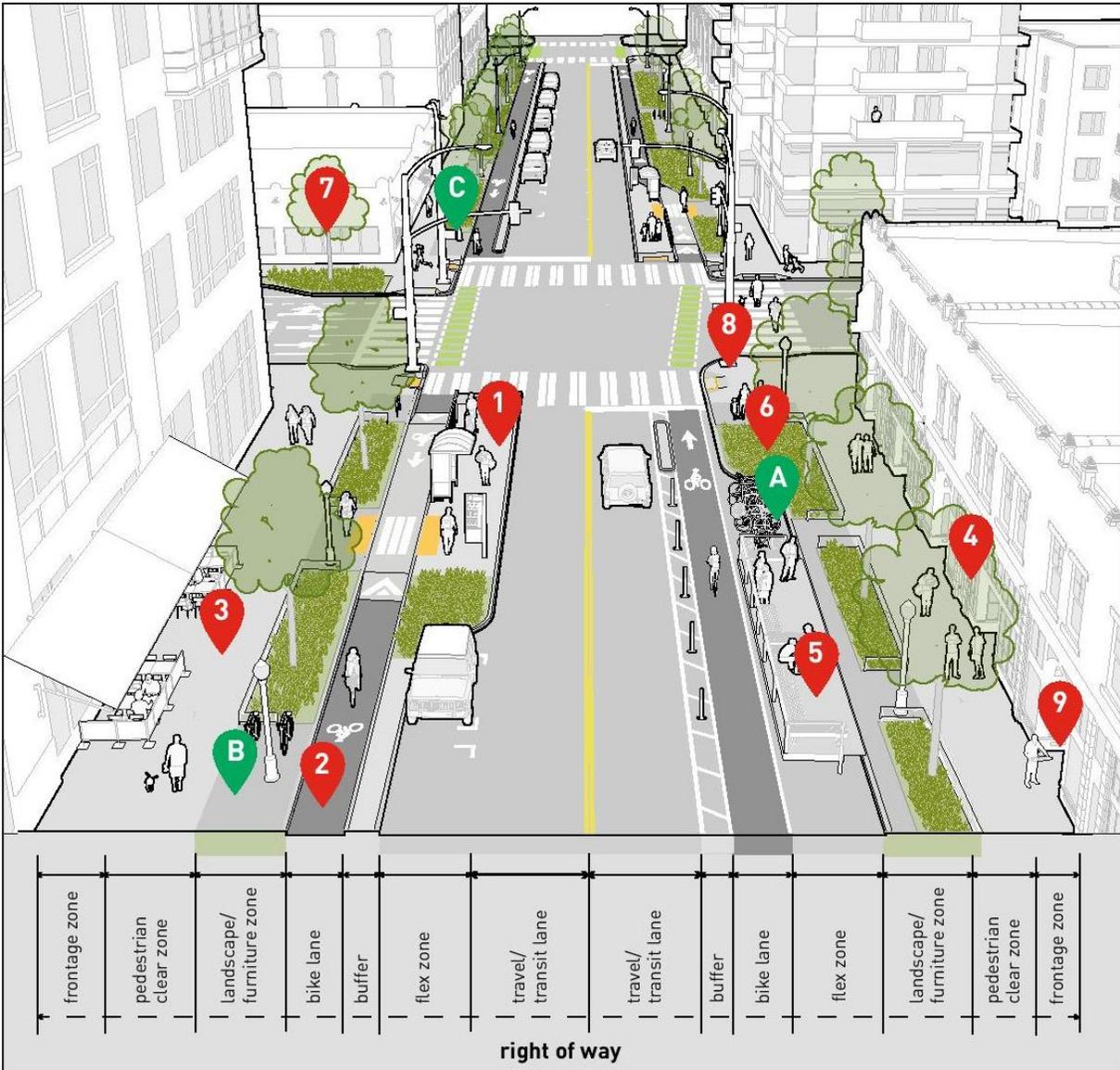7. any other location that would create an obstruction hazard.

P1.9 Block Face Density. The vendor shall not leave more than 15 of its devices parked on any single block face in the City measuring up to 1000 feet long.

P2. Designated Bike Share Parking. The Program Manager may designate locations in SDOT right-of-way where vendors and riders may park devices. The vendor shall mark the location of each designated bike share parking area in its smartphone application upon the Program Manager's request.

P3. Special Parking Zones. The Program Manager may designate block faces or other locations in the City where devices shall not be parked ("no parking zones") or where other parking restrictions apply. The vendor shall mark or geofence special parking zone locations in its smartphone application upon the Program Manager's request.

P4. Other Agencies. Unless otherwise allowed to do so by the respective agency, the vendor shall not park devices, and shall remove devices that riders park, on property owned or controlled by the following agencies:

1. Seattle Department of Parks and Recreation;
2. Sound Transit;
3. King County Metro;
4. University of Washington-Seattle;
5. Washington State Ferries; and
6. any other agencies designated by the Program Manager.

Seattle
Department of
Transportation

right of way

frontage zone | pedestrian clear zone | landscape/furniture zone | bike lane | buffer | flex zone | travel/transit lane | travel/transit lane | buffer | bike lane | flex zone | landscape/furniture zone | pedestrian clear zone | frontage zone

DON'T

1. Park at transit stops, loading zones, or disabled parking zones.
2. Park in travel lanes.
3. Park in the pedestrian clear zone. Leave at least 6 feet for pedestrians to pass.
4. Park in the frontage zone or against buildings. People with low vision use this area to navigate.
5. Block access to street features like parklets, parking pay stations, benches, and building entrances.
6. Park on grass, vegetation, or other soft surfaces.
7. Lock devices to trees, railings, or anywhere that will block access.
8. Park on corners, curb ramps, or crosswalks.
9. Block building entrances.

DO

A. Park in designated bike share parking areas and public bike corrals.
B. Lock devices to bike racks* where they do not block pedestrian access.
C. Park on hard surfaces in the landscape/furniture zone, near the curb.

*As a temporary measure, please do not lock devices to fixed objects, including bike racks, until March 15, 2019.

P5. Geofencing. The vendor shall demonstrate prior to permit issuance that it can employ geofencing technology to encourage, discourage, and prohibit trip ends and parking in geofenced locations. The vendor shall geofence designated bike share parking areas, special parking zones, or other locations at the Program Manager's request.

P6. Event Parking. At SDOT's direction, the vendor shall provide personnel and other resources as necessary to clear SDOT right-of-way of devices and manage device parking activity related to events, game days, and other temporary changes the City makes to the parking requirements.

P7. Parking and Fleet Management Plan. The vendor shall develop and implement a parking and fleet management plan in accordance with Requirement G10. The parking and fleet management plan shall describe how the vendor will:

1. ensure its staff park the devices correctly;
2. employ geofencing capabilities;
3. detect and repark improperly parked devices;
4. inspect devices to ensure they are in good working order and remove devices that are not in good working order;
5. encourage riders to park safely and conscientiously; and
6. encourage people to report safety, parking, and maintenance concerns.

Operations

O1. Fleet Size and Distribution

O1.1 Service Area. (a) The vendor shall designate a service area for each device it deploys in the City of Seattle. The vendor may include locations outside the City in a device's service area.

(b) If the vendor has not deployed a fleet of more than 2,500 devices under this permit as measured in Requirement CE5.1, then each device's service area shall include the entire City of Seattle, except locations the Program Manager designates as no parking zones, beginning on:

1. the date the vendor's permit is issued, if the device meets the definition of a bicycle in Requirement ES1.2 but is not an electric-assisted bicycle or adaptive cycle; or
2. May 1, 2019, if the device is an electric-assisted bicycle, is an adaptive cycle, or does not meet the definition of a bicycle in Requirement ES1.2.

(c) If the vendor has deployed a fleet of more than 2,500 devices on at least one day as measured in Requirement CE5.1, then for the duration of the permit each device's service area shall include the entire City of Seattle, except locations the Program Manager designates as no parking zones.

O1.2 Initial Maximum Fleet Size. (a) If the initial application process described in Requirement AF2.1 results in SDOT approving permits for four vendors, then each vendor may initially have no more than 5,000 devices deployed in the City at a time.

(b) If the initial application process results in SDOT approving permits for three or fewer vendors, then on the date of permit issuance the Program Manager shall notify the vendor in writing of the maximum number of devices the vendor may have deployed in the City at a time.

O1.3 Changes to Maximum Fleet Size. SDOT may change the vendor's maximum fleet size under the following circumstances:

1. the vendor is subject to enforcement action changing its maximum fleet size, as described in Requirement CE1.3;
2. a fleet size reallocation occurs, as described in Requirement O1.4;
3. the vendor's eligibility for an adaptive cycle fleet size bonus changes, as described in Requirement O1.5; or
4. at the Program Manager's discretion.

O1.4 Minimum Fleet Size; Fleet Reallocation. (a) Starting 30 days after the issuance date of the vendor's permit, each vendor shall deploy a minimum fleet size equal to or greater than 80 percent of its maximum fleet size, not including any adaptive cycle bonus allowed under Requirement O1.5.

(b) If the vendor does not deploy its minimum fleet size as measured in Requirement CE5.3, then the Program Manager may notify the vendor in writing of SDOT's intent to reallocate the vendor's unused fleet capacity. If the vendor does not reach and maintain its minimum fleet size within 15 days after the vendor receives the notice, then the Program Manager may temporarily or permanently reallocate all or part of the vendor's unused fleet capacity to one or more other vendors or prospective vendors.

(c) The reallocation will be temporary if the vendor:

1. discloses in its permit application that it intends to deploy fewer devices than its minimum fleet size;
2. provides a fleet deployment schedule to the Program Manager's satisfaction; and
3. complies with that schedule.

O1.5 Adaptive Cycle Bonus. If the vendor deploys one or more approved adaptive cycles, the Program Manager will increase the vendor's maximum fleet size by two additional devices for each approved adaptive cycle deployed in the City up to a maximum of 1,000 additional devices if the vendor deploys 500 adaptive cycles.

O1.6 Equity Focus Areas. The vendor shall distribute no less than 10% of its deployed fleet within the geographic areas described in Appendix D. SDOT encourages the vendor to exceed this minimum.

O2. Removing and Relocating Devices

O2.1 Improperly Parked Devices. If anyone notifies the vendor that a device is improperly parked in the City and provides the device's unique identifier or its approximate location, the vendor shall visually inspect the device and remove or repark the device if it is improperly

parked. The vendor shall complete its inspection and correct any improper parking within the following times:

1. if the notification alleges the device is an obstruction hazard as described in Requirement P1.6 and the report was made between 6:00 AM and 11:59 PM, two hours after the vendor receives notice;
2. if the notification alleges the device is an obstruction hazard and the report was made between midnight and 5:59 AM, four hours after the vendor receives notice; or
3. if the notification does not allege the device is an obstruction hazard, 24 hours after the vendor receives notice.

O2.2 Devices Needing Maintenance. (a) If anyone notifies the vendor that a device in the City is not in good working order and provides the device's unique identifier or its approximate location, the vendor shall visually inspect the device and shall repair or remove the device if it is not in good working order. The vendor shall complete its inspection and repair or remove the device within 24 hours after the vendor receives notice, unless a shorter time applies under Requirement O2.1.

(b) If the notification alleges or the vendor otherwise has reason to believe that a device is unsafe to operate, then the vendor shall suspend new rentals on the device immediately as described in Requirement ES4.2.

O2.3 Idle Devices. A device is idle if it has been parked in the same location in the City for more than seven days without being rented or being visually inspected by the vendor. If anyone notifies the vendor that an idle device is idle, the vendor shall inspect, repark, or remove the device no later than 48 hours after the vendor receives notice.

O2.4 Required Inspections. The Program Manager may designate one or more locations in the City that the vendor shall inspect, at a frequency specified by the Program Manager, for devices that are idle, improperly parked, or not in good working order.

O2.5 Irretrievable Devices. If hazard or lack of legal access prevent a vendor from responding within the times required in Requirements O2.1, O2.2, and O2.3, the vendor shall:

1. remove the device at the next reasonable opportunity;
2. bear the removal costs, including reimbursement for City costs; and
3. disclose the irretrievable device to the Program Manager if the vendor cannot safely and legally remove the device.

O2.6 Centralized Parking Reporting. The Program Manager may require the vendor participate in a City-supported centralized parking reporting system by advertising the system to riders and non-riders and by affixing information about the system to the vendor's devices in accordance with Requirements ES3.2 and ES3.3.

O2.7 Administrative Unlocking Tool. SDOT encourages the vendor to provide an app, code, or similar functionality that selected personnel at SDOT and other local government agencies may use to unlock a device, move it a short distance, and relock it without charge. If the vendor

provides this functionality, the vendor shall collect and submit data on the use of this tool as part of its deployed-device data as described in Requirement DS1.3.

O3. Vendor Communication

O3.1 Public Contact Methods. (a) The vendor shall provide the following contact methods for public use:

1. a local or toll-free telephone number that connects to a live person or allows the caller to leave a message;
2. a contact number capable of receiving and responding to text messages; and
3. an email address.

(b) The vendor may provide additional contact methods such as a smartphone application.

(c) If the vendor receives a report under Requirements O2.1, O2.2, or O2.3 by any means other than a live telephone call, the vendor shall provide a callback or written acknowledgement of the report within the time the vendor is required to inspect the device.

O3.2 Contacts for City Use. (a) The vendor shall provide the Program Manager with addresses, including a postal address and an email address, to which the City will send written notices and other official correspondence.

(b) The vendor shall provide the Program Manager with telephone and email contact information and contact hours for the following personnel:

1. the vendor's general manager for Seattle;
2. a policy development contact person;
3. a local fleet operations manager;
4. a data collection and reporting contact person;
5. a programming or equity contact person; and
6. a 24-hour contact person or persons, if different from the above.

(c) The vendor shall notify the Program Manager if any of the required contact information changes.

O3.3 Notice to Vendor. (a) The vendor is deemed to have received notice of a communication under these permit requirements when the sender transmits the communication by any of the methods the vendor provides under Requirements O3.1 and O3.2 except postal delivery and the sender does not receive prompt notification that the transmission has failed to reach the vendor.

(b) The vendor is deemed to have received notice of communication sent by the City to its postal address provided under Requirement O3.2 three calendar days after the postmark date.

O4. Rental Operations

O4.1 Pricing and Rider Fees. Before the rider rents a device, the vendor shall disclose to the rider its pricing structure, including all rates, fees, surcharges, penalties, and other costs the rider may incur by renting the device.

O4.2 Reduced-Fare Program Element. If 50% or more of the vendor's deployed fleet consists of electric-assisted devices, then for the duration of the permit the vendor shall establish a reduced-fare program element. At a minimum, all persons who qualify for the ORCA Lift reduced-fare program or the Regional Reduced Fare Permit (RRFP) program shall be eligible for the vendor's reduced-fare program element. Unless the vendor proposes and the Program Manager approves a different price structure, the vendor shall charge eligible riders no more than $1.50 per hour. The vendor shall bear any transaction costs associated with a rider's use of the reduced-fare payment method.

O4.3 Low-Barrier Rental. The vendor shall establish at least one method by which a rider who has no smartphone, no bank account, and no charge card can rent a device.

O5. Staffing Operations

O5.1 Operations Center. The vendor shall maintain at least one operations center in King County. The vendor shall disclose to SDOT the location of its operations centers in King County and all other locations in the City of Seattle where the vendor stores devices that are not deployed.

O5.2 Working Conditions. The vendor shall compensate all employees consistent with Seattle's minimum-wage laws in SMC Chapter 14.19. The vendor shall comply with all local, state, and federal workplace safety requirements.

O6. Rider Education

O6.1 Vendor's Duty. The vendor has the duty to educate its riders how to use its services and how to operate and park its devices.

O6.2 Rider Education Plan. (a) The vendor shall develop and implement a rider education plan in accordance with Requirement G10.

(b) The vendor's rider education plan shall describe how the vendor will educate its riders about:

1. traffic and riding laws and rules;
2. King County's helmet law;
3. rules for parking the device safely and conscientiously; and
4. any other appropriate instructions.

(c) The vendor's rider education plan shall also describe how the vendor:

1. will comply with the rider education signage requirement in Requirement ES3.2; and
2. will tailor its rider education message to address equity barriers in a manner consistent with the vendor's equity plan described in Requirement O7.4.

O7. Equity

O7.1 Community Engagement. The vendor shall collaborate with SDOT and participate in outreach, education, and other equity programming designed to improve knowledge of and access to mobility and recreation options in the City of Seattle.

O7.2 Languages. (a) Beginning March 1, 2019, for all required contact methods the vendor provides under Requirement O3.1(a) and all required disclosures to riders under Requirements O4.1 and DS6, the vendor shall offer a translated version or translation support for all City of Seattle Tier 1 Languages, including Cantonese (written: Traditional Chinese), Korean, Mandarin (written: Simplified Chinese), Somali, Spanish, Tagalog, and Vietnamese.

(b) SDOT encourages the vendor to offer translated versions or translation support for all public contact methods, including any smartphone applications, in City of Seattle Tier 1 and Tier 2 Languages and other languages spoken in Seattle.

O7.3 Marketing Document. No later than February 1, 2018, the vendor shall publish and provide for SDOT's use a one-page marketing and education document in all City of Seattle Tier 1 Languages covering the following information to SDOT's satisfaction:

1. the concept and basics of device sharing;
2. the vendor's own service model;
3. the types of devices the vendor offers for rental;
4. the pricing policies the vendor offers under Requirements O4.1 and O4.2; and
5. all rental methods, including the low-barrier rental method the vendor offers under Requirement O4.3.

O7.4 Equity Plan. (a) The vendor shall develop and implement an equity programming plan in accordance with Requirement G10. Generally, the vendor's plan shall describe how the vendor will ensure its services are affordable, accessible, equitably distributed, equitably managed, and engaged with Seattle's diverse communities.

(b) The vendor's equity plan shall describe how the vendor's services, including operations and marketing, will reach all people in the City of Seattle, with a focus on communities of color, low-income communities, immigrant and refugee communities, people with disabilities, people experiencing homelessness or housing insecurity, people with limited English-language proficiency, LGBTQ people, women and girls, youth, and seniors.

(c) The vendor's equity plan shall describe how the vendor will inform prospective riders and non-riders in the focus communities about:

1. the concept and basics of device sharing;
2. the vendor's own service model;
3. the types of devices the vendor offers for rental;
4. the pricing policies the vendor offers under Requirements O4.1 and O4.2; and
5. all rental methods, including the low-barrier rental method the vendor offers under Requirement O4.3.

(d) The vendor's equity plan shall describe how the vendor will provide the language support described in Requirement O7.2 and the marketing document described in Requirement O7.3.

(e) SDOT encourages the vendor to describe any other appropriate equity-related goals, strategies, or actions the vendor proposes with respect to the following:

1. the vendor's fleet composition, including the types of devices and their equipment;
2. any proposal to deploy adaptive cycles;
3. any participation in an emergency unlocking program;
4. the geographic distribution of the vendor's fleet across neighborhoods and focus communities, including the choice of service area and the proportion of the vendor's fleet to be deployed in equity focus areas;
5. the pricing policies the vendor offers under Requirements O4.1 and O4.2;
6. the use of rider incentives, disincentives, rewards, or penalties to shape rider behavior;
7. the vendor's rental methods, including the low-barrier rental method the vendor offers under Requirement O4.3;
8. the vendor's public contact methods and practices as described in Requirement O3.1;
9. the vendor's proposed programming and events during the permit cycle;
10. the vendor's fleet management, operations, and staffing structure and policies;
11. the availability of helmets;
12. equity in knowledge of the vendor's device sharing services and how to find, rent, and ride them;
13. equity of economic and technological access to the vendor's services;
14. racial and social equity generally; and
15. any other equity issues the vendor proposes to address.

O8. Regional Operations. These permit requirements apply to all devices the vendor deploys on SDOT right-of-way. These permit requirements apply to all devices the vendor deploys in other locations in the City of Seattle unless the vendor has obtained a separate permit to deploy devices in that location. The vendor's deployed devices may circulate between Seattle and other jurisdictions, subject to the requirements of those jurisdictions.

Data Sharing

DS1. Fleet Data

DS1.1 Generally. (a) The vendor shall collect and submit the following data on all devices in its fleet:

1. deployed-device data as described in Requirement DS1.3; and
2. trip data as described in Requirement DS1.4.

(b) At the Program Manager's discretion, the vendor shall submit its data to SDOT, an independent data analyst SDOT selects, or both.

DS1.2 How Submitted. (a) The vendor shall submit the fleet data through an application program interface (API) or other format approved by the Program Manager or independent data analyst.

(b) The vendor shall submit deployed-device data in real time. For each week ending on Sunday, the vendor shall submit the trip data on or before the following Friday at noon. The vendor may

submit trip data more frequently at its discretion. The Program Manager may direct the vendor to submit fleet data at a different time and frequency.

(c) The vendor may submit, and SDOT may require the vendor to submit, fleet data it collects during the first 45 days of its permit in a comma-separated values (CSV) or spreadsheet file format.

DS1.3 Deployed-Device Data. (a) The vendor shall collect and submit data on the status and location of each device that is deployed in the City of Seattle or within 1000 feet of City boundaries and is not being rented.

(b) The vendor shall generate a deployed-device data record describing each device's status and location as reported by its tracking component at the following times:

1. when the vendor deploys and parks the device;
2. when the vendor removes the device to its physical custody, including removal with the intent to redeploy the device in another location; and
3. for the duration of deployment at the following frequency:
    i. not less than once every four hours, if the device or device tracking component is newly deployed before March 1, 2019; or
    ii. not less than once every 30 minutes, if the device or device tracking component is newly deployed on or after March 1, 2019.

(c) The vendor shall collect the required location data as reported by the device's tracking component described in Requirement ES2.2 unless the Program Manager approves a different data collection method.

(d) The vendor shall collect and submit the data using the format and attributes described in Appendix E.1.

DS1.4 Trip Data. (a) The vendor shall collect and submit data on each trip that begins or ends in the City of Seattle or within 1000 feet of city boundaries.

(b) The vendor shall generate a data record describing each device's status and location as reported by its tracking component at the following times:

1. when the trip starts;
2. when the trip ends; and
3. for the duration of the trip at the following frequency:
    i. not less than once every five minutes, if the device or device tracking component is newly deployed before March 1, 2019; or
    ii. not less than once every three minutes, if the device or device tracking component is newly deployed on or after March 1, 2019.

(c) The vendor shall collect and submit the required location data as reported by the device's tracking component described in Requirement ES2.2 unless the device or device tracking component is newly deployed before March 1, 2019 or the Program Manager approves a different location data source or collection method.

(d) If the Program Manager directs the vendor to submit deployed-device data directly to SDOT, then the vendor shall collect and submit the data using the format and attributes described in Appendix E.1. If the Program Manager directs the vendor to submit deployed-device data to an independent data analyst, then the vendor shall collect and submit the data using the format and attributes described in Appendix E.2.

DS2. Parking Report Data

DS2.1 Generally. (a) The vendor shall collect data on reports the vendor receives under Requirements O2.1 and O2.3 and the vendor's response to them. The vendor shall submit a log of all parking reports as described in Requirement DS2.2 unless the Program Manager allows the vendor to submit a summary of those reports as described in Requirement DS2.3.

(b) The vendor shall submit each month's data to SDOT in CSV or spreadsheet format no later than the tenth day of the following month.

DS2.2 Parking Log. The vendor's parking log shall use the format and attributes described in Appendix E.4.

DS2.3 Parking Summary. If the Program Manager allows, the vendor may submit a summary of the data it collects under Requirement DS2.2 instead of the parking log. The summary shall include the following:

1. the number of reports the vendor received:
    i. regarding devices reported to be an obstruction hazard; and
    ii. regarding devices not reported to be an obstruction hazard;
2. the number of reports with the following outcomes:
    i. the vendor inspects the reported device and determines no action is required;
    ii. the vendor removes or reparks the device;
    iii. the vendor is unable to locate the device;
    iv. the vendor locates the device but the device is irretrievable; and
    v. the vendor is unable to respond to the report in 48 hours or less;
3. the vendor's mean and median response time to reports received:
    i. regarding devices reported to be an obstruction hazard; and
    ii. regarding devices not reported to be an obstruction hazard; and
4. a brief description of any significant parking issues, trouble spots, or problems with the vendor's reporting system or response efforts.

DS3. Maintenance Data

DS3.1 Generally. (a) The vendor shall collect data on its maintenance activities, any reports the vendor receives as described in Requirement O2.2, and the vendor's response to those reports. The vendor shall submit a summary of its maintenance activities as described in Requirement DS3.2 unless the Program Manager requires the vendor to also submit a full log of maintenance activities under Requirement DS3.3.

(b) The vendor shall submit each month's data to SDOT in CSV or spreadsheet format no later than the tenth day of the following month.

DS3.2 Maintenance Summary. The vendor shall provide the following data in its maintenance summary:

1. the number of reports the vendor received regarding device that:
    i. are not in good working order, or
    ii. are unsafe to operate;
2. the number of reports with the following outcomes:
    i. the vendor inspects the reported device and determines no action is required;
    ii. the vendor repairs the device or removes the device for repair;
    iii. the vendor is unable to locate the device;
    iv. the vendor locates the device but the device is irretrievable; and
    v. the vendor is unable to respond to the report in 48 hours or less;
3. the vendor's mean and median response time to reports received
    i. regarding devices reported to be not in good working order; and
    ii. regarding devices reported to be unsafe to operate; and
4. a brief description of any significant maintenance problems that affected the vendor's devices, including product recalls, intentional destruction under Requirement ES4.3, and equipment failures causing injury.

DS3.3 Maintenance Log. If the Program Manager requires, the vendor shall submit a maintenance log using the format and attributes described in Appendix E.5.

DS4. Incident Log.

DS4.1 Generally. (a) The vendor shall collect data on all incidents in which the vendor's devices or personnel were involved in a collision, accident, injury, or property damage.

(b) The vendor shall disclose to SDOT any incident resulting in injury within 24 hours of receiving notice.

DS4.2 Incident Log. The vendor shall submit each month's data in CSV or spreadsheet format to SDOT no later than the tenth day of the following month. The vendor shall collect and submit a log of its incident data using the format and attributes described in Appendix E.6.

DS5. Rider Data.

DS5.1 Unique Rider Report. (a) The vendor shall collect data on the number of unique riders who have used the vendor's devices for one or more trips that start, end, or pass through Seattle.

(b) No later than the tenth day of each month, the vendor shall submit the following data to SDOT in text or spreadsheet format:

1. the number of unique riders who used the vendor's devices during the previous month; and
2. the number of unique riders who used the vendor's devices during the previous three months.

(c) At the same time the vendor submits its year-end report under Requirement G10.4, the vendor shall submit to SDOT the total number of unique riders who used the vendor's devices during the permit term up to the date of the submission.

DS5.2 Rider Survey. At the Program Manager's direction, the vendor shall distribute to its riders a rider survey instrument designed by SDOT. The vendor shall not alter or supplement the survey instrument. The vendor shall report the survey responses to SDOT or to the independent data analyst at the Program Manager's direction.

DS6. Disclosure to Rider. The vendor shall disclose to each rider at least once during the permit term the types of data it collects from riders and devices and the types of data the vendor reports to others.

DS7. Use and Disclosure. SDOT and its designees may use, analyze, and publish the data they receive and may create and publish derivative products and reports. Data submitted to SDOT may be subject to public disclosure. The Program Manager will notify the vendor if it discloses the vendor's raw data submission in response to a Public Records Act request.

Compliance and Enforcement

CE1. Compliance Generally

CE1.1 Compliance Investigation. SDOT will investigate the vendor's compliance with these permit requirements and the requirements of SMC Title 15 using the following methods:

1. review of all submitted data for data integrity as described in Requirement CE2;
2. review of the vendor's report-response records as described in Requirement CE3;
3. audit of the vendor's fleet as described in Requirement CE4;
4. fleet data analysis as described in Requirement CE5; and
5. other investigation and direct or indirect enforcement activities at the Program Manager's discretion.

CE1.2 Violation. If after investigation SDOT determines that the vendor has failed to comply with any permit requirements or has otherwise committed a violation under SMC chapters 15.90 or 15.91, the Program Manager may take one or more of the following actions:

1. revoke the vendor's permit under Requirement G3.2 and SMC 15.04.070;
2. implement an alternative sanction as described in Requirement CE1.3;
3. seek reimbursement of costs as described in Requirement G8; or
4. take any other enforcement action provided for in SMC chapters 15.90 or 15.91;

CE1.3 Alternative Sanction. (a) If a vendor violates any requirement, SDOT may propose and the vendor may accept an alternative sanction instead of permit revocation. The alternative sanction may include one or more of the following:

1. a temporary, indefinite, or conditional reduction of the vendor's maximum fleet size;
2. a requirement that the vendor share additional information related to the violation or to the type of violation;

3. another investigation, conducted at the vendor's expense, to verify that the violation has been resolved;

4. rescission of approval for certain devices or device components; or

5. other special conditions or modification of the vendor's permit requirements to address the violation and prevent further violations.

(b) These permit requirements suggest specific reductions of a vendor's maximum fleet size as appropriate alternative sanctions for certain violations. The Program Manager may depart upward or downward from the suggested fleet size reductions and may offer other alternative sanctions instead of or in addition to a fleet size reduction. The Program Manager will determine the actual alternative sanction offered, if any, based on the circumstances of the noncompliance, the vendor's compliance history, the quality of the vendor's plan to achieve compliance, and any aggravating or mitigating factors the Program Manager deems relevant.

CE1.4 No Waiver. SDOT may exercise its discretion in enforcing these permit requirements and the requirements of SMC Title 15. SDOT's decision not to take an available enforcement action in one or more instances does not imply a waiver of future enforcement of these permit requirements or the requirements of SMC Title 15.

CE1.5 Impoundment. The City may impound at the vendor's expense devices that are unsafe to operate, idle, or an obstruction hazard.

CE2. Data Integrity. (a) SDOT will review all data the vendor shares under these permit requirements in light of all other information available to SDOT to determine:

1. if the vendor furnished the required data at the correct time and in the correct format; and
2. if the vendor's data is complete and accurate.

(b) If the vendor's data is late or is in an incorrect format, SDOT may find the vendor not compliant and may offer an alternative sanction such as a reduction in maximum fleet size of 500 devices.

(c) If the vendor's data is incomplete or inaccurate, SDOT may find the vendor not compliant and take the following action:

1. if SDOT believes that the vendor knowingly falsified, altered, or failed to disclose some or all of the data the vendor is required to share, then SDOT may revoke the vendor's permit; or
2. if SDOT believes that the vendor did not knowingly falsify, alter, or fail to disclose some or all of the data, then SDOT may offer an alternative sanction such as a reduction in maximum fleet size of 1,000 devices.

CE3. Report-Response

CE3.1 Report-Response Investigation Procedure. The Program Manager will review the parking and maintenance data the vendor shares under Requirement DS2 and DS3, the vendor's disclosure of irretrievable devices under Requirement O2.5, and any other available information to determine if the vendor has responded to reports by visually inspecting the reported device or location and correcting any noncompliant devices found within the time periods prescribed in Requirements O2.1 and O2.2.

CE3.2 Compliance Targets. (a) The vendor is compliant if:

1. the vendor responded within the time specified in Requirement O2.1 or O2.2 to at least 75% of reports, excluding reports by the vendor or its agents; and
2. the vendor responded within 48 hours to at least 99% of reports, excluding reports by the vendor or its agents.

(b) If SDOT finds that the vendor is not compliant, then the Program Manager may offer a suggested alternative sanction such as a reduction in maximum fleet size of 500 devices.

CE4. Audit.

CE4.1 Audit Investigation Procedure. (a) SDOT or its designee may conduct one or more audits of one or more vendors' fleets during the permit term. SDOT is not required to disclose the audit to the audited vendor or vendors before the audit has been completed. SDOT or its designee will establish procedures for the audit, including audit frequency and definition and selection of audit samples.

(b) An audit may include one or more of the following components:

1. visual, physical, and ride inspection of samples of devices deployed in the City of Seattle to investigate the vendor's compliance with:
   i. all parking requirements;
   ii. maintenance requirements, as described in Requirement ES4;
   iii. equipment requirements, as described in Requirements ES1, ES2, and ES3;
   iv. service area requirements, as described in Requirement O1.1; and
   v. idle device requirements, as described in Requirement O2.3;
2. testing, data analysis, and other methods to assess each vendor's:
   i. public contact methods, as described in Requirement O3.1;
   ii. data sharing disclosure to riders, as described in Requirement DS6;
   iii. pricing structure and pricing structure disclosure to riders, as described in Requirements O4.1 and O4.2;
   iv. rental methods, including its low-barrier rental methods as described in Requirement O4.3;
   v. supported languages, as described in Requirement O7.2; and
   vi. implementation of commitments the vendor made in its parking, equity, and rider education plans, as described in Requirement G10; and
3. data analysis to verify the integrity of data each vendor reports to SDOT under Requirements DS1, DS2, and DS3.

CE4.2 Compliance Targets - Parking. (a) The vendor is compliant if:

1. no more than 3% of the audit sample is parked in a manner that creates an obstruction hazard; and
2. no more than 30% of the audit sample is parked in a manner that does not comply with Requirements P1, P2, and P3.

(b) If SDOT finds that the vendor is not compliant, then the Program Manager may offer an alternative sanction such as:

1. a reduction in maximum fleet size of 1000 devices, if more than 3.0% of the audit sample is parked in a manner that creates an obstruction hazard; or
2. a reduction in maximum fleet size of 500 devices, if more than 30% of the audit sample is parked in a manner that does not comply with Requirements P1, P2, and P3.

(c) If a device or cluster of devices in the audit sample creates an ADA-prohibited obstruction hazard, then the vendor or vendors who deployed the device or devices are not compliant with respect to the obstruction. The Program Manager may offer the vendor an alternative sanction such as a reduction in maximum fleet size of 20 devices per device or cluster of devices that creates an ADA-prohibited obstruction hazard.

CE4.3 Compliance Targets - Maintenance. (a) The vendor is compliant if:

1. no more than 10% of the audit sample is unsafe to operate; and
2. 70% or more of the audit sample is in good working order and available for rental.

(b) If SDOT finds that the vendor is not compliant then the Program Manager may offer an alternative sanction such as:

1. a reduction in maximum fleet size of 500 devices, if more than 10% of the audit sample is unsafe to operate; or
2. a reduction in maximum fleet size of 500 devices, if less than 70% of the audit sample is in good working order and available for rental.

CE4.4 Compliance Targets - Equipment. The vendor is compliant if:

1. 95% or more of the audit sample complies with Requirements ES1, ES2, and ES3; and
2. the remainder comply with the equipment requirements of another permitting authority in King County.

CE4.5 Compliance Targets – Data Integrity. SDOT or its designee will compare the deployed-device data the vendor reports under Requirement DS1.3 to the audit sample to determine that the vendor is correctly reporting all deployed devices. The vendor is compliant if 99% or more of devices with functioning tracker components in the audit sample are reported with the correct location and attributes in the vendor's deployed-device fleet data.

CE5. Fleet Data Analysis.

CE5.1 Fleet Data Investigation Procedure. (a) Using the data the vendor submits under Requirement DS1, SDOT or its designee will capture the number, locations, and attributes of the vendor's devices in the City of Seattle once each day. SDOT or its designee will take this daily fleet snapshot at 5:00 AM, unless the Program Manager selects a different time.

(b) Using the daily fleet snapshot, SDOT or its designee will measure for each day:

1. the vendor's maximum and minimum fleet size, as described in Requirements O1.2 to O1.5;
2. the vendor's measured fleet size;
3. the number of deployed devices inside the equity focus areas described in Requirement O1.6; and
4. the number of deployed electric-assisted devices.

(c) SDOT will determine the vendor's compliance with its fleet size, equity focus area, and reduced-fare program element requirements each month based on the daily measurements described in this section.

CE5.2 Compliance Targets – Maximum Fleet Size. (a) The vendor is compliant if:

1. the vendor's measured fleet size exceeds its maximum fleet size on five or fewer days of the month; and
2. the vendor's measured fleet size exceeds 120% of its maximum fleet size on two or fewer days of the month.

(b) If SDOT finds that the vendor is not compliant with its maximum fleet size requirement, then the Program Manager may offer an alternative sanction such as:

1. a reduction in maximum fleet size of 500 devices, if the vendor's measured fleet size exceeds its maximum fleet size on six or more days of the month; or
2. a reduction in maximum fleet size of 1,000 devices, if the vendor's measured fleet size exceeds 120% of its maximum fleet size on three or more days of the month.

CE5.3 Compliance Targets – Minimum Fleet Size. (a) The vendor is compliant if the vendor's measured fleet size is less than its minimum fleet size on five or fewer days of the month.

(b) If SDOT finds that the vendor is not compliant with its minimum fleet size requirement, then the Program Manager may reallocate the vendor's unused fleet capacity as described in Requirement O1.4.

CE5.4 Compliance Targets – Equity Focus Area. (a) The vendor is compliant if at least 10% of the vendor's devices are parked within the equity focus area and available for rental on each day of the month.

(b) If SDOT finds that the vendor is not compliant with its equity focus area requirement, then the Program Manager may offer an alternative sanction such as a reduction in maximum fleet size of 500 devices.

CE5.5 Compliance Targets – Reduced-Fare. (a) The vendor is compliant if:

1. The vendor has a reduced-fare program element in place throughout the month; or
2. Less than 50% of the vendor's deployed fleet consists of electric-assisted devices on all days of the month and on all days of the previous month.

(b) If SDOT finds that the vendor is not compliant with its reduced-fare program element requirement, then the Program Manager may offer an alternative sanction such as a reduction in maximum fleet size of 500 devices.

Application and Fees

AF1. Permit Not Guaranteed. (a) SDOT may approve a limited number of permits to the prospective vendor or vendors whose permit applications best demonstrate the applicants' ability to meet SDOT's program goals. No applicant is guaranteed a permit.

(b) A vendor approved for a permit is not guaranteed renewal of the permit. SDOT may require the vendor to submit another application for evaluation before SDOT will renew the permit.

AF2. Application Process

AF2.1 Initial Applications. SDOT may approve up to four permits to prospective vendors at the start of the permit cycle. SDOT will accept permit applications beginning on a date the Program Manager specifies and ending 15 days after that date unless extended by the Program Manager. SDOT will review applications received during the initial application time using the procedure in Requirement AF2.3. SDOT may grant up to four permits to the best-qualified applicants.

AF2.2 Later Applications. SDOT may offer one or more additional permits and designate the time during which prospective vendors may apply for them. The Program Manager may establish different permit requirements for the additional permits. SDOT will review applications using the procedure described in Requirement AF2.3 and may grant permits to the best-qualified applicant or applicants.

AF2.3 Application Review. (a) When the application time closes, the Program Manager will review all applications. The Program Manager may reject as unacceptable any applications that are incomplete or that do not meet all application and permit requirements as described in Appendix F.1. The Program Manager may review and score an application that contains nonmaterial defects.

(b) The Program Manager will review all applications that are not rejected and score them using the procedure in Requirement AF2.4. The Program Manager may approve permits for the highest-scoring applicant or applicants.

(c) At any stage of the application review process, SDOT may pose in writing additional or clarifying questions to one or more applicants.

AF2.4 Scoring. (a) The Program Manager will score the following elements of the applicant's application:

1. the applicant's proposed data collection and integrity structure as described in Requirement AF3.1(a)(7);
2. each of the applicant's mandatory plans as described in Requirement AF3.1(a)(8);
3. each of the applicant's optional plans as described in Requirement AF3.1(a)(9); and
4. the applicant's qualifications as described in Requirement AF3.1(a)(10).

(b) The Program Manager will score these elements using the criteria in Appendix F.2.

AF3. Application Materials

AF3.1 Application Packet. (a) The applicant's application packet shall include the following:

1. a completed [Public Space Management Permit Application](#);
2. a completed Vendor Signature Page in the form contained in Appendix G;
3. for each device the applicant wants to deploy at program start, including any devices proposed or approved in a previous permit:
   i. design specifications as described in Requirement ES1.1(c);
   ii. evidence of compliance with applicable design standards as described in Requirement ES1.5;
   iii. illustrative images of the device and its components; and
   iv. descriptions and illustrative images of all information the applicant will affix to the device, including trade dress, contact information, rider education information, and any other information the applicant proposes;
4. the applicant's proposed fleet deployment, including:
   i. a description and map of the initial service area for each device the applicant wants to deploy and any planned changes during the permit cycle;
   ii. a description of the applicant's proposed fleet, including the number of devices of each type the applicant proposes to deploy and any changes during the permit cycle;
   iii. a description of the proposed geographic distribution of its deployed fleet, including the vendor's proposed fleet distribution in the equity focus areas described in Requirement O1.6 and Appendix D; and
   iv. if applicable, a disclosure that the applicant will not meet the minimum fleet size requirement and a fleet deployment schedule as described in Requirement O1.4;
5. the applicant's contact information, including:
   i. a description of the applicant's required and optional public contact methods as described in Requirement O3.1, including illustrative images of any smartphone applications;
   ii. if known, the applicant's contact information for City use as described in Requirement O3.2; and
   iii. a description of the applicant's procedure for receiving and acknowledging reports received under Requirements O2.1 to O2.3;
6. the applicant's proposed rental structure, including:
   i. the applicant's pricing structure and exhibits showing how the applicant will disclose the pricing structure to its riders, as described in Requirement O4.1;
   ii. a description of any reduced-fare program element, as described in Requirement O4.2; and
   iii. a description of the applicant's low-barrier rental methods, as described in Requirement O4.3;
7. the applicant's proposed data collection and integrity structure, including:
   i. a description of the technology and procedures the applicant will use to collect, process, and share the data required in Requirements DS1, DS2, DS3, and DS4;

> ii. a description of the data integrity or accuracy limitations of the applicant's data collection, processing, and sharing technology and procedures;
>
> iii. a description of the applicant's plan to disclose its data collection practices to riders as described in Requirement DS6; and
>
> iv. a copy of any user agreements the rider must accept in order to use the applicant's service;

8. the applicant's mandatory scored plans, including:
    i. a parking and fleet management plan as described in Requirement P7;
    ii. a rider education plan as described in Requirement O6.2; and
    iii. an equity plan as described in Requirement O7.4;
9. any optional scored plans, including:
    i. any plans to deploy adaptive cycles; and
    ii. any plans to participate in an emergency unlocking program element described in Requirement ES2.8, including a description of how the applicant will make the devices available free of charge; and
10. a statement describing the applicant's experience in the device sharing industry, including any experience the applicant has in urban areas of more than 500,000 people.

(b) The application packet should be organized logically and clearly designate the portions responsive to each application packet element. The application packet should be detailed, comprehensive, and readable.

AF3.2. Additional Materials Required. (a) An applicant who is notified that it has been selected as an approved vendor shall submit the following additional materials to SDOT before the permit will be issued:

1. a signed and recorded indemnity agreement as described in Requirement G5 and Appendix A;
2. insurance documentation as described in Requirement G6 and Appendix B;
3. the surety bond described in Requirement G7 and Appendix C;
4. the permit issuance fee described in Requirement AF4.1;
5. the permit application review fee described in Requirement AF4.1; and
6. the administrative fee described in Requirement AF4.1.

(b) An applicant who is not issued a permit shall submit the permit application review fee described in Requirement AF4.1 on SDOT's request.

AF3.3. Submission. Application materials may be submitted by email to *publicspace@seattle.gov* or on paper to the following locations:

By Mail:	*In Person:*
Seattle Department of Transportation	SDOT Street Use Permit Counter
Attention: Public Space Management	Attention: Public Space Management
PO Box 34996	Seattle Municipal Tower
Seattle, WA 98104	700 5th Avenue, Floor 23
	Seattle, WA 98124

AF4. Fees

AF4.1 Fee Schedule. SDOT may charge vendors up to the following fees:

Fee Type	Fee Amount	
Permit Issuance and Renewal	$224 for issuance or $170 for renewal as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Permit Review	$260 per hour of review as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Administrative Fee per year	If four vendors are granted permits during the initial permit application period:	$250,000 per vendor
	If three or fewer vendors are granted permits during the initial permit application period:	$50 per permitted bicycle or other device, prorated by month
	If additional vendors are granted permits after the initial permit application period:	• $250,000 per vendor, prorated by month, if the vendor deploys 5,000 or more bicycles or other devices • $50 per permitted device, prorated by month, if the vendor deploys fewer than 5,000 bicycles or other devices

AF4.2 Fees Nonrefundable. All fees charged to vendors under Requirement AF4.1 are nonrefundable.

Appendix A: Indemnity Agreement

Provided for informational purposes only. Contact SDOT Street Use Division for most recent version.

<table>
<tr><td colspan="2">

Document Title:

PUBLIC PLACE INDEMNITY AGREEMENT

<u>Reference Number(s) of Documents assigned or released: (on page ___ of document(s)_____</u>

Grantor (**Entity Applying for Permit**):

Grantee:

    City of Seattle

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CITY OF SEATTLE
FREE-FLOATING BIKE SHARE
STREET USE AND OCCUPATION PERMIT
INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is made and granted by _____, and its successors, heirs, and assigns (collectively the "Grantor") in favor of the City of Seattle ("City").

RECITALS

The Grantor has applied to the City for permission to use or occupy public right-of-way for the Grantor's benefit.

The City's permission for allowing the use or occupancy is conditioned on the Grantor and its successors, heirs, and assigns complying with all permit requirements; and all applicable federal, state, and City law, including but not limited to, Seattle Municipal Code Section 15.04.060 that requires this Agreement.

AGREEMENT

In consideration for the City's permission to use or occupy the public right-of-way that permits [INSERT PROJECT DESCRIPTION] according to the submitted Street Use and Occupancy Permit application and approved plan [INSERT STREET USE PERMIT NUMBER] the Grantor agrees as follows:

1. The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless; the City of Seattle, its officials, officers, employees, and agents; from and against all liabilities, claims, causes of action, suits, loss, costs, expenses, judgments, attorney fees and necessary litigation expenses, and damages of every kind and description including but not limited to actual or alleged bodily injury including death, or actual and alleged damage to property; resulting directly or indirectly from any act or omission of the permittee, its

subcontractors, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable for; arising out of or in connection with the permittee using or occupying the public right-of-way or any person operating the permittee's bicycle or other device without wearing a helmet.

2. The Grantor's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage caused by the sole negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

3. The Grantor, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Grantor or the Grantor's successors, heirs, or assigns to use or occupy the public right-of-way. Upon 30-days' notice mailed to the Grantor by first-class mail or published in the City's official newspaper, the City may revoke the permission to use or occupy the public right-of-way. If the use or occupation becomes dangerous, or if the use or occupation is not being maintained or used according to Title 15 of the Seattle Municipal Code, the City may revoke permission to use the public right-of-way without providing the 30-day notice.

4. The Grantor, on behalf of the Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees to waive Grantor's and Grantor's successors', heirs', and assigns' immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the City with a full and complete indemnity from claims for which the City is entitled to indemnity under this Indemnity Agreement. Grantor, on behalf of Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.

5. The Grantor and its successors, heirs, and assigns acknowledge that if the City revokes the permission to use or occupy the public right-of-way; the Grantor and its successors, heirs, and assigns shall at its sole expense, remove the use or occupancy and restore the public place to at least as good a condition as required by current applicable standards.

6. The Grantor makes this Agreement on behalf of the Grantor and Grantor's heirs, successors, and assigns for the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year indicated below.

_____
Grantor's Signature

_____
Print Name and Title

State of _____)
_____) s.s.
County of _____)

       This is to certify that on this _____ day of _____20_____,
before me, the undersigned, a notary public in and for the State of _____, duly
commissioned and sworn, personally appeared_____to me known to be
the _____ (title) of the corporation or limited liability company that executed the
foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and
deed of said corporation or limited liability company, for the uses and purposes therein mentioned,
and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the
corporate seal of said corporation.

       WITNESS my hand and official seal, the day and year first above
written.

_____
Notary Public in and for the State of _____

Appendix B: Insurance Requirements

Each bike share operator (Operator) shall continuously maintain throughout the entire term of the permit, at no expense to the City, the following insurance coverage and limits of liability:

B.1 Standard Insurance Coverages and Limits of Liability Required.

1. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

   - $1,000,000 per Occurrence;
   - $3,000,000 General Aggregate;
   - $3,000,000 Products-Completed Operations Aggregate; and
   - $1,000,000 Personal/Advertising Injury Liability.

   Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Independent Contractors Liability; Contractual Liability; Severability of Interest Clause; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

2. Umbrella or Excess Liability "follow form" insurance over primary CGL insurance limits in the amount of $3,000,000 per occurrence, Combined Single Limits, and $3,000,000 in the aggregate for each annual policy period. The required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

3. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent with minimum limits of liability of $1,000,000 CSL.

4. Worker's Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Act of the State of Washington.

5. Employer's Liability or "Stop Gap" at a limit of $1,000,000 each Accident and $1,000,000 Aggregate.

B.2 City as Additional Insured. Operator shall include the "City of Seattle" as an additional insured to all the insurance coverage listed above, except for Worker's Compensation, in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Operator's insurance coverage to provide the City of Seattle additional insured coverage as set forth herein. The Operator's insurance shall be primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City. Additional Insured status shall include Products-Completed Operations CG 20 10 11/85 or its equivalent.

B.3 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Operator or any of the Operator's insurers. The City shall be an additional insured as required in paragraph B. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent, or otherwise.

B.4 Required Separation of Insured Provision; Cross-Liability Exclusion and Other Endorsements Prohibited. Operator's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Operator's insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Operator's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Operator's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract or Permits with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Operator or reduced and/or offset against the Contract.

B.5 Notice of Cancellation. The above checked insurance coverages shall not be canceled by Operator or Insurer without at least 30 days written notice to the City, except 10 days' notice for non-payment of premium.

B.6 Insurer's A.M. Best's Rating. Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the City.

B.7 Evidence of Insurance. (a) Operator must provide the following as evidence of insurance:

1. A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein**.** In the "Certificate Holder" field of the certificate of insurance, write "City of Seattle."; and
2. An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the required insurance policies.

At any time upon the City's request, Operator shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Operator shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

Send certificate and additional insured endorsement to: *Ross McFarland, ross.mcfarland@seattle.gov*

B.8 Independent Contractors. In lieu of the Operator providing Independent Contractors Liability on their CGL insurance, each independent contractor hired or retained by the Operator shall provide evidence of insurance meeting all of the requirements in A.1, 4, 5, B, C, D, E, F, and G above before any work or action is taken by the independent contractor for the Operator.

Appendix C: Surety Bond Form

Provided for informational purposes only. Contact SDOT Street Use Division for most recent version.

SEATTLE STREET USE
SURETY BOND

STREET USE PERMIT No: _____

KNOW ALL PEOPLE BY THESE PRESENTS: That _____

(Type or print name of principal)

as Principal and _____ corporation authorized to do, and

(Type or print name of surety)   (and name of state)

doing, business as a surety company in the State of Washington, as Surety, are held and firmly bound unto **The City of Seattle** ("Seattle"), a municipal corporation of the State of Washington, in the sum of _____
_____DOLLARS ($_____), lawful money of the United States, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, successors and assigns, firmly by these presents.

Under the provisions of Seattle Municipal Code ("SMC") Title 15, Principal filed with Seattle's Director of Transportation ("Director") an application for the above-referenced permit (the "Permit") and the use of certain public areas for _____
_____located
at _____ Seattle, Washington; and

the Director approved the application, issued the Permit (which Permit is incorporated herein), and required the furnishing of this bond as provided under SMC Title 15.04.044; Now, therefore,

This Bond is entered into with Seattle for Seattle's use and benefit and is subject to the following conditions:
1. If Principal:

    a. Faithfully complies with all the terms of the Permit and all applicable provisions of the laws of the State of Washington and Seattle's ordinances, particularly SMC Title 15; and

    b. Pays the cost of inspection under the Permit upon the Director's presentation of an invoice; and

    c. Removes any permitted bicycle, structure, or obstruction that becomes insecure or unsafe, or is not constructed or maintained in accordance with the terms of the Permit, upon notice from the Director; and

    d. Reimburses Seattle for any and all expenses incurred pursuant to SMC Title 15 in connection with the project or work described in the application for the Permit; and

    e. Pays the cost of restoring the public area to its proper condition, plus fifteen percent (15%) of such cost, together with any other expense that Seattle may sustain in connection therewith; and

    f. Pays all Permit fees as required by Seattle ordinance, resolution, rule, or regulation; and

    g. Pays interest at a rate of twelve percent (12%) per annum on any and all payments due to Seattle from and after the date of delinquency to the date of payment;

then this bond shall be void; otherwise, it shall remain in full force and effect.

2. Nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding. Surety waives notice of any alteration or extension of time made by Seattle with respect to said permit.

3. Whenever Seattle has declared the Principal to be in default and has given Surety written notice of such declaration, Surety shall promptly (in no event more than 30 days following receipt of such notice) specify in written notice to Seattle which actions the Surety will take to remedy the default, and shall thereafter promptly:

    a. Remit all sums due and payable to Seattle hereunder; and

b. Remedy all non-monetary defaults or request Seattle to arrange for satisfaction, on behalf of Principal and Surety, of their non-monetary obligations under the Permit and this Bond, and pay Seattle, in cash, up to and including the penal sum of this Bond as reimbursement of all payments (whether interim or final) made by Seattle for such work together with all other reasonable costs and expenses incurred by Seattle as a result of Principal's default and Surety's request, including but not limited to those for mitigation of Seattle losses, attorneys' fees, and for reasonably necessary actions to preserve public and private property from damage prior to Surety's exercising any option available to it under this Bond.

4. This Bond shall be governed by the laws of the State of Washington, and venue for any action arising out of or in connection with this Bond shall be in King County Superior Court in the State of Washington. Surety acknowledges that it is bound by the laws of and subject to the jurisdiction of the courts of the State of Washington.

5. No rider, amendment, or other document modifies this Bond unless in writing and accepted by Seattle.

6. Surety shall give Seattle not less than 60 days written notice of any expiration or termination of this Bond. Notice shall be sent to Seattle Department of Transportation, Street Use Division, 700 5th Avenue, P.O. Box 34996, Seattle, WA 98124-4996

NOTE TO PRINCIPAL REGARDING SIGNATURE(S): This bond must be signed by the president or vice-president of a corporation; member, or if designated, manager of a limited liability company; managing general partner of a partnership; managing joint venturer of a joint venture; or owner(s) of a sole proprietorship. If the bond is signed by a person with any other title or position, Principal must attach currently-dated, written proof of that person's authority to bind Principal, identifying and quoting the corporate articles of incorporation, bylaws, partnership agreement, resolution, L.L.C. certificate of formation, or other document that authorizes delegation of signature authority to such signer, and confirmation acceptable to Seattle that such delegation is in full force and effect.

IMPORTANT: Every Surety named on this bond must either appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) or have a current rating of at least A-:VII in A. M. Best's Key Rating Guide. Additionally, every Surety named on this bond must be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington.

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE ON THIS BOND.

FOR SURETY:

By _____

    (Signature of Attorney-in-Fact)

_____

    (Type or print name of Attorney-in-Fact)

_____

    (Type or print telephone number for Attorney-in-Fact)

FOR PRINCIPAL:

By: _____

    (Signature(s) of authorized signer(s) for Principal)

_____

    (Type or print name(s) and title of signer(s) for Principal)

_____

    (Type or print telephone number(s) of signer(s) for Principal)

STATE OF _____)

) ss: **(PRINCIPAL'S ACKNOWLEDGMENT)**

COUNTY OF _____)

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Principal so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is/are authorized to execute said bond for the Principal named therein.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

_____   _____

         (Signature of Notary Public)   (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____.

STATE OF _____)

) ss: **(SURETY'S ACKNOWLEDGMENT)**

COUNTY OF _____)

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

_____   _____

         (Signature of Notary Public)   (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____.
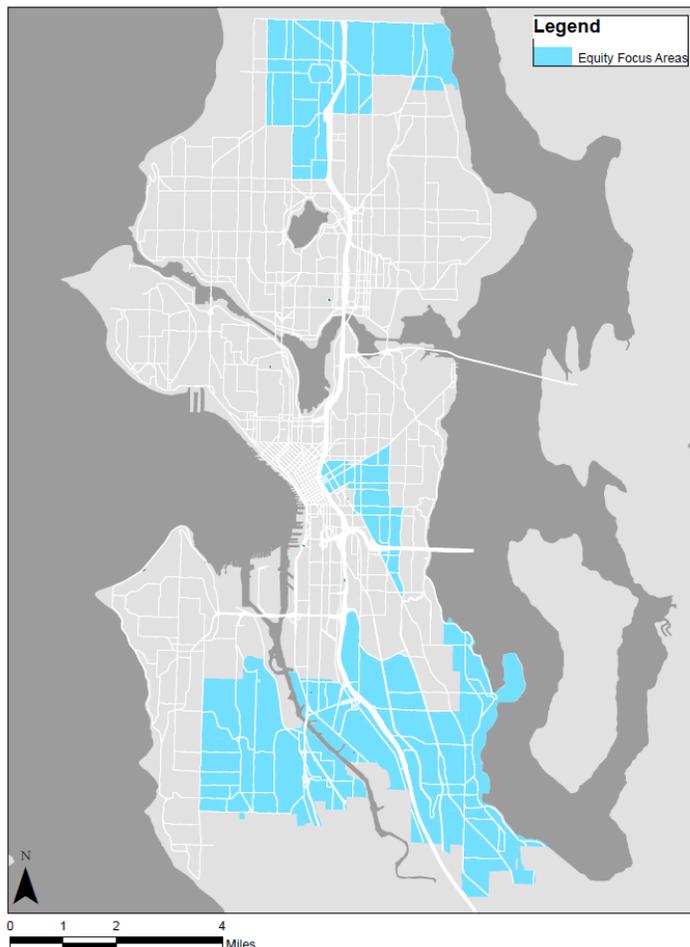
Appendix D: Equity Focus Areas

As provided in Requirement O1.6, the vendor shall distribute 10% or more of its deployed fleet in designated equity focus areas.

Data Source: To define the neighborhoods contained within the equity focus area, SDOT uses the "Neighborhoods" GIS shapefile (created October 18, 2011; last updated November 7, 2014). The shapefile is available through Seattle's Open Data Portal (at https://data.seattle.gov/dataset/Neighborhoods/2mbt-aqqx).

Designated Areas: The Program Manager designates the following neighborhoods as belonging to the equity focus areas:

1. *Northern:* Bitter Lake, Cedar Park, Haller Lake, North College Park, Olympic Hills, Pinehurst.
2. *Central:* Atlantic, First Hill, Minor.
3. *Southern:* Brighton, Dunlap, Georgetown, High Point, Highland Park, Holly Park, Mid-Beacon Hill, Rainier Beach, Rainier View, Riverview, Roxhill, Seward Park, South Beacon Hill, South Delridge, South Park.

Map of Designated Areas:

Appendix E: Data Specifications

E.1. Data Submitted to SDOT.

E.1.1 Mobility Data Specification Adopted. (a) If the Program Manager directs the vendor to submit the fleet data described in Requirement DS1 directly to SDOT, then the vendor shall collect and submit the data through a "Provider API" that complies with the Mobility Data Specification (MDS, version 0.2.x) developed by the Los Angeles Department of Transportation. SDOT may adopt a subsequent MDS version or modify the specifications or implementation at the Program Manager's discretion.

(b) The vendor's MDS-compliant API must allow SDOT to query and obtain all current and historical deployed-device and trip data. The vendor shall also expose a publicly-available General Bikeshare Feed Specification (GBFS) feed accessible through the vendor's website.

(c) If SDOT or the vendor elects to use CSV or spreadsheet format for data submissions during the first 45 days of the permit, then the vendor shall submit its deployed-device data using the format and attributes provided in the "status changes" API-endpoint table. The vendor is not required to submit its trip data in CSV or spreadsheet during this period; instead, SDOT will query the vendor's "trips" API endpoint to obtain the historical trip data for this period after the API is in place.

E.1.2 Implementation – General. (a) The following provisions apply generally to data submitted using MDS:

1. The "device_id" field is a universally unique identifier (UUID) associated with the device's tracking component. The "vehicle_id" field is the visible identifier affixed to the device as provided in Requirement ES2.1.
2. The current version of MDS provides a limited number of acceptable responses for fields such as "vehicle_type" and "event_type_reason." SDOT may identify additional acceptable responses for these and other fields at the Program Manager's discretion or at a vendor's request.

E.1.3 Implementation – Deployed-Device Data. (a) The vendor shall submit its deployed-device data in real time through an API endpoint with the format and attributes described in the MDS "status_changes" schema. SDOT will query the API at regular intervals to obtain the submitted data.

(b) The following provisions apply to SDOT's implementation of this schema:

1. The vendor shall refresh its underlying deployed-device data (including status and location) at no less than the frequency specified in Requirement DS1.3(b), regardless of whether the device's status has changed. However, the MDS "status_changes" schema only requires the vendor to *submit* a record through the API when a status change occurs. Accordingly, the vendor is not required to submit a new data record to SDOT when it refreshes the data under Requirement DS1.3(b)(3) unless the device's status or location is not identical to the last record submitted to SDOT for that device.

2. If the vendor provides an administrative unlocking tool as described in Requirement O2.7, then the vendor shall submit a status change record of each administrative unlock and relock in its deployed-device data as follows:

event_type	event_type_reason	Comments
unavailable	admin_pick_up	Device is administratively unlocked
unavailable	admin_drop_off_unavail	Device is administratively relocked and is not available for rental. Vendor must also list the event_type_reason causing the unavailability (e.g. "maintenance," "low_battery")
available	admin_drop_off_avail	Device is administratively relocked and is available for rental

E.1.4 Implementation – Trip Data. (a) The vendor shall submit its trip data through an API endpoint with the format and attributes described in the MDS "trips" schema. The vendor shall submit trip records to the API no less frequently than provided in Requirement DS1.4 and is encouraged to submit the records more frequently if possible. SDOT will query the API at regular intervals to obtain the submitted data.

(b) As provided in MDS, the vendor shall submit all GPS location samples it collects, even if the vendor's data collection exceeds the minimum frequency provided in Requirement DS1.4.

E.2 Data Submitted to Independent Data Analyst. If the Program Manager directs the vendor to submit the data described in Requirements DS1.3 and DS1.4 to an independent data analyst, then SDOT or the independent data analyst will provide the vendor with the required data format and attributes.

E.3 Rider Table. If SDOT has directed the vendor to report its data to an independent data analyst, SDOT will establish the format and attributes of a rider table as part of the rider survey instrument described in Requirement DS5.2.

E.4 Parking Log. If SDOT has directed the vendor to collect and submit a parking log as described in Requirement DS2.2, then the vendor shall collect and submit the data using the following format and attributes:

Field Name	Required	Type	Description	Allowed Values	Example
provider_id	Yes	UUID	Vendor's MDS UUID	*Depends on vendor*	
provider_name	Yes	String	Vendor's name	*Depends on vendor*	Pronto
device_id	Yes	UUID	Unique device ID in UUID format. If multiple devices are involved, create records for each.	UUID	
vehicle_id	Yes	String	The device's visible identifier.	*Assigned by vendor*	
vehicle_type	Yes	String	The device's vehicle type and model, as assigned by the vendor and approved by the Program Manager	*Assigned by vendor*	
report_time	Yes	Timestamp	Time of report in Universal Coordinated Time, Los Angeles (UTC-08:00)	UTC value	2014-06-01T16:45:05.000U
reporter	Yes	String	The entity that reported the parking issue	"Vendor", "Public", "SDOT", "SPD", "Other"	Public
latitude	No	Number	Device's latitude at time of report to at least four decimal places	00.0000	47.6089
longitude	No	Number	Device's longitude at time of report to at least four decimal places	-000.0000	-122.3414
location	Yes, if no latitude/ longitude	String	The reported location of the device at time of report, if latitude and longitude are not available		101 E Broadway
report_type	Yes	String	The report allegations (multiple responses permitted) • Obstruction: The device is alleged to be an obstruction hazard (P1.6). • Parking: The device is alleged to be improperly parked but is not alleged to be an obstruction hazard. • Idle: The device is alleged to have been idle for 7 days or more (O2.3).	"Obstruction", "Parking", "Idle"	Parking, Idle
response_time	Yes	Timestamp	Time vendor responds to parking report in UTC	UTC value	2014-06-01T17:52:05.000U
action_taken	Yes	String	Description of vendor's response: • Reparked: The device was located, visually confirmed to be improperly parked or idle, and removed, reparked, or adjusted. • NoAction: The device was located and visually confirmed to be properly parked. Vendor may leave device or remove it. • Lost: The vendor confirms that the device is not at the reported location and the vendor is unable to locate the device. • Irretrievable: Hazard or lack of legal access prevent the vendor from locating or removing the device. • RiderMoved: A rider rents and moves the device before the vendor responds to the report.	"Reparked", "NoAction", "Lost", "Irretrievable", "RiderMoved"	Reparked

E.5 Maintenance Log. (a) If SDOT has directed the vendor to collect and submit a maintenance log as described in Requirement DS3,3, then the vendor shall collect and submit the data using the following format and attributes:

Field Name	Required	Type	Description	Allowed Values	Example
provider_id	Yes	UUID	Vendor's MDS UUID	*Depends on vendor*	
provider_name	Yes	String	Vendor's name	*Depends on vendor*	Pronto
device_id	Yes	UUID	Unique device ID in UUID format. If multiple devices are involved, create records for each.	UUID	
vehicle_id	Yes	String	The device's visible identifier.	*Assigned by vendor*	
vehicle_type	Yes	String	The device's vehicle type and model, as assigned by the vendor and approved by the Program Manager	*Assigned by vendor*	
report_time	Yes	Timestamp	Time vendor receives maintenance report in UTC Los Angeles (UTC-08:00)	UTC value	2014-06-01T18:45:05.000U
reporter	Yes	String	The entity that reported the maintenance issue	"Vendor", "Public", "SDOT", "SPD", "Other"	Public
latitude	No	Number	Device's latitude at time of report to at least four decimal places	00.0000	47.6089
longitude	No	Number	Device's longitude at time of report to at least four decimal places	-000.0000	-122.3414
location	Yes, if no latitude/ longitude	String	The reported location of the device at time of incident, if latitude and longitude are not available		101 E Broadway
report_type	No	String	Letter code corresponding to alleged maintenance issues. Multiple codes permitted.	*See list below*	C, H
issue_type	Yes	String	Letter code corresponding to confirmed maintenance issues. Multiple codes permitted.	*See list below*	C, E, H
suspend_time	No	Timestamp	Time vendor remotely suspends new rentals on the device, if any, in UTC-08:00	UTC value	2014-06-01T17:04:05.000U
action_time	Yes	Timestamp	Time vendor responds to maintenance report in UTC-08:00	UTC value	2014-06-01T17:52:05.000U
action_taken	Yes	String	Description of vendor's response: • Repaired: Device was located, visually confirmed to need maintenance, and repaired without being removed from deployment • Removed: Device was located, visually confirmed to need maintenance, and removed from deployment. • NoAction: Device was located and confirmed not to need maintenance. • Lost: Device confirmed not to be at reported location and vendor is unable to locate it. • Irretrievable: Hazard or lack of legal access prevent vendor from locating or removing the device. • Moved: A rider rents and moves the device before the vendor responds to the report.	"Repaired", "Removed", "NoAction", "Lost", "Irretrievable", "Moved"	Repaired
notes	No	String	Keywords or narrative description of maintenance issue		

(b) The vendor shall use the codes described below when completing the report_type and issue_type fields in the maintenance log. The vendor shall record all relevant issue codes. For instance, if a report alleges that a device has problems with both the seat and the frame, both should be listed. If graffiti is scrawled on a solar panel and on frame, then four codes ("Solar Panel," "Frame/Fork," "Vandalism," and "Cosmetic") should be listed. The "Unsafe to Operate" column indicates whether SDOT presumes that a malfunction of the component makes a device unsafe to operate.

Issue Code	Issue Type	Description	Unsafe to Operate?
A	"Frame/Fork"	Includes all parts of the device structural frame including the front fork	Yes
B	"Wheel/Hub"	Includes wheels, hubs, spokes, tires, and connections to frame	Yes
C	"Lights/Reflectors"	Includes front and rear lights and reflectors	Yes
D	"Brakes"	Includes all parts of the brake assembly	Yes
E	"Pedals"	Includes all parts of the pedal assembly	Yes
F	"Handlebars"	Includes the handlebar assembly and its	Yes
G	"Bell"	Includes any bell, horn, or other signaling devices	Yes
H	"Seat"	Includes the seat itself, its adjustment mechanism, and its connection with the device frame	Unspecified
I	"Gear/Chain"	Includes the gear, chain, derailleur, and related mechanisms	Unspecified
J	"Battery"	Includes broken battery. Does not include low battery issues	Unspecified
K	"Fender/Fairing"	Includes fenders, fairing, trim, and similar components	Unspecified
L	"Lock/Tracker"	Includes all locking and location tracking mechanisms on the device	No
M	"Cargo"	Includes cargo basket or other cargo assembly and its connection to frame. Includes solar panels mounted on the basket. Does not include damage limited to basket-mounted signage.	No
N	"Plate/Signage"	Includes device number plates, QR code, and other signage affixed to the device	No
O	"Kickstand"	Includes kickstands and similar components.	No
P	"Information"	Includes damage that affects the visibility of any information required to be affixed to the device	No
Q	"Cosmetic"	Indicates scratches, graffiti, or other superficial damage that does not affect usability of device	No
R	"Collision"	Includes devices that are being inspected, repaired, or removed from service following a reported collision	*N/A*
S	"Water Damage"	Includes devices removed from waterways or that have other water damage	*N/A*
T	"None"	No problems found. Use for maintenance reports that turn out to be false alarms after an inspection is completed. Do not use if inspection is not done because device was moved or reused; the device must be checked before it can be reported as cleared	*N/A*
U	"Unknown"	Unknown issue	*N/A*
V	"Other"	Specify in notes/issue code detail. Vendor may define a code (between W and Z) for specific components not listed above. Vendor must provide the Program Manager with a written explanation of any vendor-added codes.	*N/A*

E.6 Incident Log. (a) The vendor shall collect and submit the data described in Requirement DS4 using the following format and attributes:

Field Name	Required	Type	Description	Allowed Values	Example
provider_id	Yes	UUID	Vendor's MDS UUID	*Depends on vendor*	
provider_name	Yes	String	Vendor's name	*Depends on vendor*	Pronto
device_id	Yes	UUID	Unique device ID in UUID format. If multiple devices are involved, create records for each.	UUID	
vehicle_id	Yes	String	The device's visible identifier.	*Assigned by vendor*	
vehicle_type	Yes	String	The device's vehicle type and model, as assigned by the vendor and approved by the Program Manager	*Assigned by SDOT or vendor*	
incident_time	Yes	Timestamp	Time of incident in Universal Coordinated Time, Los Angeles (UTC-08:00)	UTC value	2014-06-01T16:20:05.000U
report_time	Yes	Timestamp	Time vendor receives incident report in UTC-08:00	UTC value	2014-06-01T18:45:05.000U
reporter	Yes	String	The entity that reported the incident	"Vendor", "Public", "SDOT", "SPD", "Other"	Public
latitude	No	Number	Device's latitude at time of incident to at least four decimal places	00.0000	47.6089
longitude	No	Number	Device's longitude at time of incident to at least four decimal places	-000.0000	-122.3414
location	Yes, if no latitude/ longitude	String	The reported location of the device at time of incident, if latitude and longitude are not available		101 E Broadway
action_time	Yes	Timestamp	Time vendor inspects device in response to incident report, in UTC-08:00	UTC value	2014-06-01T17:52:05.000U
action_taken	Yes	String	Vendor's disposition of the device involved in the incident: • Repaired: Device was located, visually confirmed to need maintenance, and repaired without being removed from deployment • Removed: Device was located, visually confirmed to need maintenance, and removed from deployment. • NoAction: Device was located and confirmed not to need maintenance. • Lost: Device confirmed not to be at reported location and the vendor is unable to locate it • Irretrievable: hazard or lack of legal access prevent a vendor from locating or removing the device	"Repaired", "Removed", "NoAction", "Lost", "Irretrievable"	Removed
injury	Yes	String	Whether any injuries are reported	Yes/No	No
police_report	Yes	String	Whether a police report was filed	Yes/No	Yes
pr_number	No	String	Police report number, if any	YYYY-######	2014-123456
notes	No	String	Narrative description of the incident, including any additional information the vendor collected		

Appendix F: Application Evaluation

F.1 Review for Acceptance. (a) The Program Manager will review all applications as described in Requirement AF2.3(a).

(b) The Program Manager shall reject an application as unacceptable if:

1. any of the required application materials are missing or incomplete; or
2. one or more elements of the applicant's proposals would conflict with the permit requirements or Program Goals if implemented.

(c) If the Program Manager does not reject an application as unacceptable, then the Program Manager will accept the application for further review and scoring.

(d) The Program Manager shall record the results of this application review in the following table:

Required Submission	Unacceptable	Acceptable
AF3.1(a)(1): Permit Application A completed Public Space Management Annual Permit Application		
AF3.1(a)(2): Vendor Signature Page The applicant's signed statement accepting all permit requirements		
AF3.1(a)(3): Proposed Equipment Specifications, descriptions, and images of all devices		
AF3.1(a)(4): Proposed Fleet Deployment The applicant's service area, fleet size, and fleet composition		
AF3.1(a)(5): Applicant's Contact Information The applicant's contact methods for public and City use		
AF3.1(a)(6): Proposed Rental Structure The applicant's pricing structure and rental methods		
AF3.1(a)(7): Data Collection and Integrity The applicant's data collection, processing, and sharing methods		
AF3.1(a)(8): Mandatory Plans The applicant's parking, rider education, and equity plans		
AF3.1(a)(9): Optional Plans The applicant's adaptive cycle and emergency unlocking plans, if any		
AF3.1(a)(10): Applicant's Experience Applicant's statement of experience		

F.2 Review for Scoring. (a) The Program Manager or a committee designated by the Program Manager will review all accepted applications and score them as provided in Requirement AF2.4.

(b) For each scored element, the Program Manager will assign a score between zero and ten points to the applicant's response. The applicant's final score is:

1. the sum of the applicant's scores for all required elements, plus
2. the sum of the applicant's scores for all optional elements, divided by two.

(c) A rating of 0 to 2 points ("poor") may be appropriate if the applicant:

1. does not address all elements or shows several weaknesses;

2. does not demonstrate an understanding of or alignment with SDOT's program goals;
3. does not address the racial and social equity aspects of its proposal;
4. proposes inadequate or impractical goals and strategies and provides an incomplete or infeasible implementation plan and timeline;
5. fails to make connections with other appropriate elements of the applicant's proposal; or
6. fails to acknowledge limitations or potential adverse impacts of its proposal.

(d) A rating of 3 to 5 points ("fair") may be appropriate if the applicant:

1. addresses all elements but shows few strengths;
2. demonstrates an inconsistent understanding of and alignment with SDOT's program goals;
3. addresses limited racial and social equity aspects of its proposal;
4. proposes some goals and strategies and provides a basic implementation plan and timeline;
5. recognizes connections with other elements of the applicant's proposal but does not address them in depth; or
6. acknowledges some limitations or potential adverse impacts of its proposal but does not commit to adequate mitigation strategies.

(e) A rating of 6 to 8 points ("good") may be appropriate if the applicant:

1. addresses all elements and shows some strengths;
2. demonstrates a good understanding of and alignment with SDOT's program goals;
3. addresses racial and social equity issues in key areas of its proposal;
4. commits to specific goals and strategies and provides a feasible implementation plan and timeline for implementation of required elements;
5. integrates some appropriate elements of the applicant's proposal;
6. acknowledges the potential limitations and adverse impacts of its proposal and commits to adequate mitigation strategies; or
7. has some experience operating large fleets in cities with more than 500,000 people.

(f) A rating of 9 to 10 points ("excellent") may be appropriate if the applicant:

1. addresses all issues in depth and shows strengths in key areas;
2. demonstrates a thorough understanding of and alignment with SDOT's program goals;
3. carefully addresses racial and social equity issues throughout its proposal;
4. commits to specific goals and strategies with a strong implementation plan and detailed timeline;
5. resourcefully integrates other appropriate elements of the applicant's proposal;
6. frankly discusses the potential limitations and adverse impacts of its proposal and commits to adequate mitigation strategies;
7. proposes distinctive, innovative, or particularly compelling products, features, or strategies; or
8. has strong experience operating large fleets in cities with more than 500,000 people.

(g) The Program Manager shall record the applicant's scores in the following table:

	Poor (0-2)	Fair (3-5)	Good (6-8)	Excellent (9-10)
REQUIRED ELEMENTS				
Data Collection and Integrity The applicant's data collection, sharing, and integrity proposal, including: 1. a description of the technology and procedures the applicant will use to collect, process, and share the data required in Requirements DS1, DS2, DS3, DS4, and DS5; 2. a description of the data integrity or accuracy limitations of the applicant's data collection, processing, and sharing technology and procedures; 3. a description of how the applicant will notify riders about the data the vendor collects and shares, as described in Requirement DS6; and 4. a copy of any user agreements the rider must accept in order to use the applicant's service.				
Parking and Fleet Management Plan The applicant's parking and fleet management plan, including: 1. ensure its staff park the devices correctly; 2. employ geofencing capabilities; 3. detect and repark improperly parked devices; 4. inspect devices to ensure they are in good working order and remove devices that are not in good working order; 5. encourage riders to park safely and conscientiously; and 6. encourage people to report safety, parking, and maintenance concerns.				

Equity Plan
The applicant's equity programming plan, including:
1. generally, a description of how the vendor will ensure its services are affordable, accessible, equitably distributed, equitably managed, and engaged with Seattle's diverse communities;
2. a description of how the applicant's services, operations, and marketing will reach all people in the City of Seattle, with a focus on the communities listed in Requirement O7.4(b);
3. a description of how the applicant will inform prospective riders and non-riders in the focus communities about:
   i. the concept and basics of device sharing;
   ii. the applicant's own service model;
   iii. the types of devices the applicant offers for rental;
   iv. the pricing policies the applicant offers under Requirements O4.1 and O4.2; and
   v. the applicant's proposed rental methods, including any low-barrier rental method the applicant offers under Requirement O4.3;
4. the applicant's plan to provide the language support described in Requirement O7.2;
5. the applicant's plan to provide the marketing document described in Requirement O7.3; and
6. any other appropriate equity-related goals, strategies, or actions the applicant proposes with respect to the following:
   i. the applicant's fleet composition, including the types of devices and their equipment;
   ii. any proposal to deploy adaptive cycles;
   iii. any participation in an emergency unlocking program;				

iv. the geographic distribution of the applicant's fleet across neighborhoods and focus communities, including the choice of service area and the proportion of the applicant's fleet to be deployed in equity focus areas; v. the pricing policies the applicant offers under Requirements O4.1 and O4.2; vi. the use of rider incentives, disincentives, rewards, or penalties to shape rider behavior; vii. the applicant's rental methods, including the low-barrier rental method the applicant offers under Requirement O4.3; viii. the applicant's public contact methods and practices as described in Requirement O3.1; ix. the applicant's proposed programming and events during the permit cycle; x. the applicant's fleet management, operations, and staffing structure and policies; xi. the availability of helmets; xii. equity in knowledge of the applicant's device sharing services and how to find, rent, and ride them; xiii. equity of economic and technological access to the applicant's services; xiv. racial and social equity generally; and xv. any other equity issues the applicant proposes to address.				

Rider Education Plan
 The applicant's rider education plan, including:
 1. a description of how the applicant will educate its riders about
     i. traffic and riding rules;
     ii. King County's helmet law;
     iii. rules for parking the device safely and conscientiously; and
     iv. any other appropriate instructions; and
 2. the applicant's plan to affix required rider education information to its devices as described in Requirement ES3.2; and
 3. a description of how the applicant will tailor its rider education message to address knowledge equity barriers in a manner consistent with the vendor's equity plan.				

Experience and Expertise A description of applicant's experience and expertise operating device sharing in cities with more than 500,000 people.				
Required Elements Subtotal:				
OPTIONAL ELEMENTS				
Adaptive Cycling Plan The applicant's plan, if any, to deploy adaptive cycles.				
Emergency Unlocking Plan The applicant's plan, if any, to participate in an emergency unlocking program.				
Optional Elements Subtotal:				
SCORE CALCULATION				
Required Elements Subtotal:				
+ (Optional Elements Subtotal)/2:				
= APPLICANT TOTAL SCORE:				

Appendix G: Vendor Signature Page

I, _____, declare the following:

1. I am a duly authorized agent of _____, a vendor applying for a permit under the City of Seattle's Free-Floating Bike Share Program.
2. I have reviewed and understand the Free-Floating Bike Share Program Permit Requirements for the 2018-2019 Permit Year, including all requirements and appendices.
3. I have the authority to bind the vendor-applicant to the permit application and to the permit requirements the City established for this program.
4. The vendor-applicant has complied with all permit requirements in preparing the permit application and all the information in the application is true and complete.
5. The vendor-applicant shall comply with all permit requirements for the duration of any permit approved under these permit requirements.
6. The vendor-applicant understands that if the vendor does not comply with all permit requirements, the City may revoke the permit or take other enforcement actions described in the permit requirements and the Seattle Municipal Code.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____

Signature   Date and Place

State of _____)
_____) s.s.
County of _____)

This is to certify that on this _____ day of _____20_____,
before me, the undersigned, a notary public in and for the State of _____, duly commissioned and sworn, personally appeared_____to me known to be the _____(title) of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

_____

Notary Public in and for the State of _____

Seattle
Department of
Transportation