Seattle Department of Transportation

Free-Floating Scooter Share Pilot

Permit Requirements

for the 2020-2021 pilot permit cycle

Version 1.2 – March 2021

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Free-Floating Scooter Share Pilot Permit Requirements

for the 2020-2021 pilot permit

Introduction and 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 a lens we will use in our **competitive application process** to evaluate Vendors' permit applications.

In addition to our general goals, SDOT has five (5) objectives for the scooter share pilot:

- Reduce Seattle's carbon emissions by providing active, low-carbon, and congestion-reducing mobility options
- Ensure accessibility for and expand use by Black and indigenous people, non-black people of color, low-income people, immigrants and refugees, and people with limited English proficiency
- Be Safe and advance our Vision Zero objectives
- Ensure sidewalks are safe and accessible for people of all ages and abilities
- Provide accessible and adaptive mobility options and expand use by people with disabilities

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. This permit also allows the Vendor to use or occupy parks in Seattle operated by the Seattle Department of Parks and Recreation, consistent with Seattle Municipal Code title 18 and these permit requirements.

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. "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.
2. "Bicycle" and "Bike" means a bicycle as defined in RCW 46.04.071.
3. "Bike Share" means a program as defined by the Seattle 2020 Bike Share Permit Requirements.
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 Vendor-controlled location. Devices impounded by the City are deployed until the Vendor relocates the device to a Vendor-owned or Vendor-controlled location.
6. "Device" means a scooter, or other personal-mobility device the Vendor deploys or proposes to deploy in the City of Seattle under these permit requirements.
7. "Environmental Justice Communities" refers to communities of color, immigrants, refugees, people with low incomes, and limited English-proficient individuals.
8. "Fleet" refers collectively to all of a Vendor's scooter 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 suspended rentals on the device because the device is not in good working order or is unsafe to operate.
12. "Obstruction hazard" is defined 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 Scooter 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. "Scooter" means a device that meets the UL 2272 Standard for Electrical Systems for Personal E-Mobility Devices and meets one of the following criterium:
    i. "Type 1 Scooter": A standing, electric-scooter share device with a floorboard, dual brakes, front and rear lights, locking cable, and a maximum speed of fifteen (15) miles per hour;
    ii. "Type 2 Scooter": A seated electric-scooter share device with a seat, dual brakes, front and rear lights, and a maximum speed of fifteen (15) miles per hour;
    iii. "Type 3 Scooter": an electric-scooter share device that is materially different from a standard Type 1 Scooter or Type 2 Scooter, has dual brakes, front and rear lights, and is approved by the Program Manager
19. "Serious injury" means an injury where the person injured was transported in an ambulance due to their injuries.
20. "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.
21. "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").
22. "Unsafe to operate" has the meaning given in Requirement ES4.2(b).
23. "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 for the time required to close the permit.

G4. No Transfers. The Vendor cannot transfer its rights under this permit to any other entity or individual, including subsidiaries.

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. Before the City issues a Permit to Vendor, Vendor shall procure insurance as required (Appendix B) and provide satisfactory proof the requirements of Appendix B have been met. Vendor shall maintain insurance for the duration of this Permit as required by Appendix B.

G7. Surety Bond. (a) The Vendor shall maintain a ten thousand US dollar ($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 thirty (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 Pilot goals and permit requirements with respect to:

1. parking and fleet management, as described in Requirement P8 and within Appendix F;
2. rider education, as described in Requirement O6.3 and within Appendix F;
3. equity, as described in Requirement O7.4 and Appendix F;
4. life cycle and sustainability analysis, as described in Requirement DS1 and Appendix F.

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 AF4. The Vendor shall submit an update on its plan implementation progress within fourteen (14) days of request by the Program Manager.

G10.4 Year-End Report. The Vendor shall submit a year-end report to the Program Manager thirty (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 DS1.1; DS1.2; and DS4.1.

G11. Modifications. The Program Manager may modify these permit requirements with thirty (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 thirty (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 Safety Certification. (a) The Vendor certifies the scooters and other permitted devices are safe to operate within the City of Seattle under all conditions that include but are not limited to:

1. Potential wet, icy, or snowy weather;
2. Steep slopes;
3. Pavement imperfections;
4. Cobbled or roughly-paved streets; and
5. Streetcar and train tracks in the street.

(b) The Vendor shall indemnify and hold harmless the City of Seattle as provided for in the Indemnity Agreement (Appendix A).

ES1.2 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 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 upon the Program Manager's request from.

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

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 and width of each wheel and tire;
5. the tire type (i.e. solid, pneumatic)
6. type of suspension (if applicable);
7. the type of brakes used on both the front and rear wheels;
8. photos of brake levers and any areas with exposed brake lines/cable housing;
9. the distance between the centers of the front and rear wheels ("wheelbase");
10. the device's maximum load capacity;
11. 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");
12. width of the floorboard (if applicable);
13. lighting (lamps) and reflector, as defined by Requirement ES2.;
14. horn or bell

15. the number of gears and the gear ratios (if applicable);
16. the power source and recharge procedure (i.e. swappable) for all electrical components, including lamps, batteries, and location tracking unit;
17. the locking security system as detailed in Requirement ES2.6;
18. the location tracking technology (as defined within Requirement ES2.2), including transmission frequency, geographic accuracy, and margin of error;
19. the motor wattage, maximum assisted speed, power source, operating range, and rider control mechanisms;
20. the location of any cargo-carrying component or area and the maximum cargo load;
21. kickstand type;
22. the proposed location of all information the Vendor is required to affix the device under Requirement ES3; and
23. any unique specification related to safety or durability that 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 equipment requirements, as described in Requirements ES2; ES3; and
2. in the Program Manager's discretion promotes City and Pilot goals.

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

ES1.3 Approved Scooters. The Vendor may only deploy the following approved devices, defined in G2.d.18: Type 1 Scooter, Type 2 Scooter, Type 3 Scooter.

ES2. Device Components.

ES2.1 Unique Identifier. The Vendor shall affix a unique identification number on each device it deploys in the City of Seattle. This unique number should be in a prominent location on each device and displayed in a font size at least one (1) inch in height. 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 and Status 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 shall be capable of recording and transmitting all data required to meet the Open Mobility Foundation's (OMF) Provider Mobility Data Specifications. Devices should be capable of providing that data 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 thirty (30) minutes, if the device is deployed and is not being rented.

ES2.3 Lamps and Reflectors. (a) All devices shall meet the requirements for bicycle lights during hours of darkness in RCW 46.61.780, including a lamp on the front that shall emit a white light visible from a distance of five-hundred (500) feet

(b) All devices must be equipped with reflectors of a type approved by the WAC 204-10-060.

(c) All devices must be equipped with a light-emitting LED red tail light visible from a distance of five-hundred (500) feet to the rear.

ES2.4 Brakes. All devices shall be equipped with front and rear brakes.

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

ES2.6 Security. Type 2 Scooters and Type 3 Scooters may either self-lock or lock to a fixed object. Type 1 Scooters must be capable of locking to a fixed object. No device or device security alert component may contact law enforcement, or threaten to call 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 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 Contact Information. 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 City of Seattle Contact Information. (a) All devices deployed within the City of Seattle shall display a decal that instructs the public on how to report devices to the City that may require Vendor attention, as described in section O2.7. The decal shall be affixed in a prominently visible location on each bike that has been approved by the Program Manager.

(b)The program manager will provide the decal artwork to the Vendor. Vendors will be required to produce the decals and affix them to each device deployed within the City of Seattle within 60 days of the Program Manager providing the artwork.

ES3.3 Rider On-Device Education. (a) The Vendor shall provide signage on the devices front cargo basket or another location approved by the Program Manager and within the app about safe operation, potential risks and dangers, areas where riding is prohibited, and rider education before allowing the rider to operate the scooter. The rider education signage shall be prominently displayed on each device with graphics depicting the following topics:

1. wear a helmet—it's the law;

2. yield to pedestrians;
3. park responsibly.

(b) The Program Manager shall approve Vendor signage content to assure it is legible, memorable, and depicts imagery for people of all languages.

ES3.4 Braille Identifier. The Vendor shall affix its trade name in braille on each device. The size and material of the braille identifier shall be approved by the Program Manager. The location of the braille identifier shall be consistent on each device and approved by the Program Manager.

ES3.4 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 thirty (30) days after it receives notice.

ES3.5 Advertising. The Vendor shall not affix third-party advertising, sponsorships, or sponsored content to its devices unless it is first approved by the Program Manager.

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 its components, including optional components, are present and function properly; and
2. the following information is visible:
    i. the device's unique identifier, as required under ES2.1;
    ii. the Vendor's trade name and required contact information;
    iii. the rider education signage content, as required under ES3.3;
    iv. the braille identifier, as required under ES3.4;
    v. any information required under Requirement ES3.5.

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 (if a Type 3 Scooter); or
6. handlebars, including their alignment.

(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. bell;
2. baskets and cargo carriers;
3. kickstand;
4. informational signage;
5. locking mechanism;
6. location tracker;
7. battery, if absent or if depleted but undamaged; or
8. 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.

P1.2 Where Allowed. (a) If 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 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 (6) feet.

P1.4 Parking Where Sidewalk Is Absent. On block faces where no sidewalk, designated bike and scooter 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 to reposition devices to improve safety or access.

P1.5 Parking Restrictions. Unless parked in a designated bike and scooter 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 sixty (60) feet from a bus stop sign on the bus approach side;
    iii. in a shuttle bus zone;
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 a sidewalk segment where the curb is:
    i. in a taxicab stand (may have yellow curb markings)
    ii. in a load and unload zone (may have yellow or white curb markings); or
10. in a manner that damages vegetation or landscaped areas; and
11. in any other location where the device creates an obstruction hazard as described in Requirement P1.6.

P1.6 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 six (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;

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. Devices shall not be locked to:

1. 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 Vendor 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 fifteen (15) of its devices parked on any single block face in the City measuring up to one thousand (1,000) feet long.

P2. Designated Bike and Scooter 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 and scooter 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. These locations may be either permanent or temporary. The Vendor shall mark or geofence special parking zone locations in its smartphone application upon the Program Manager's request.

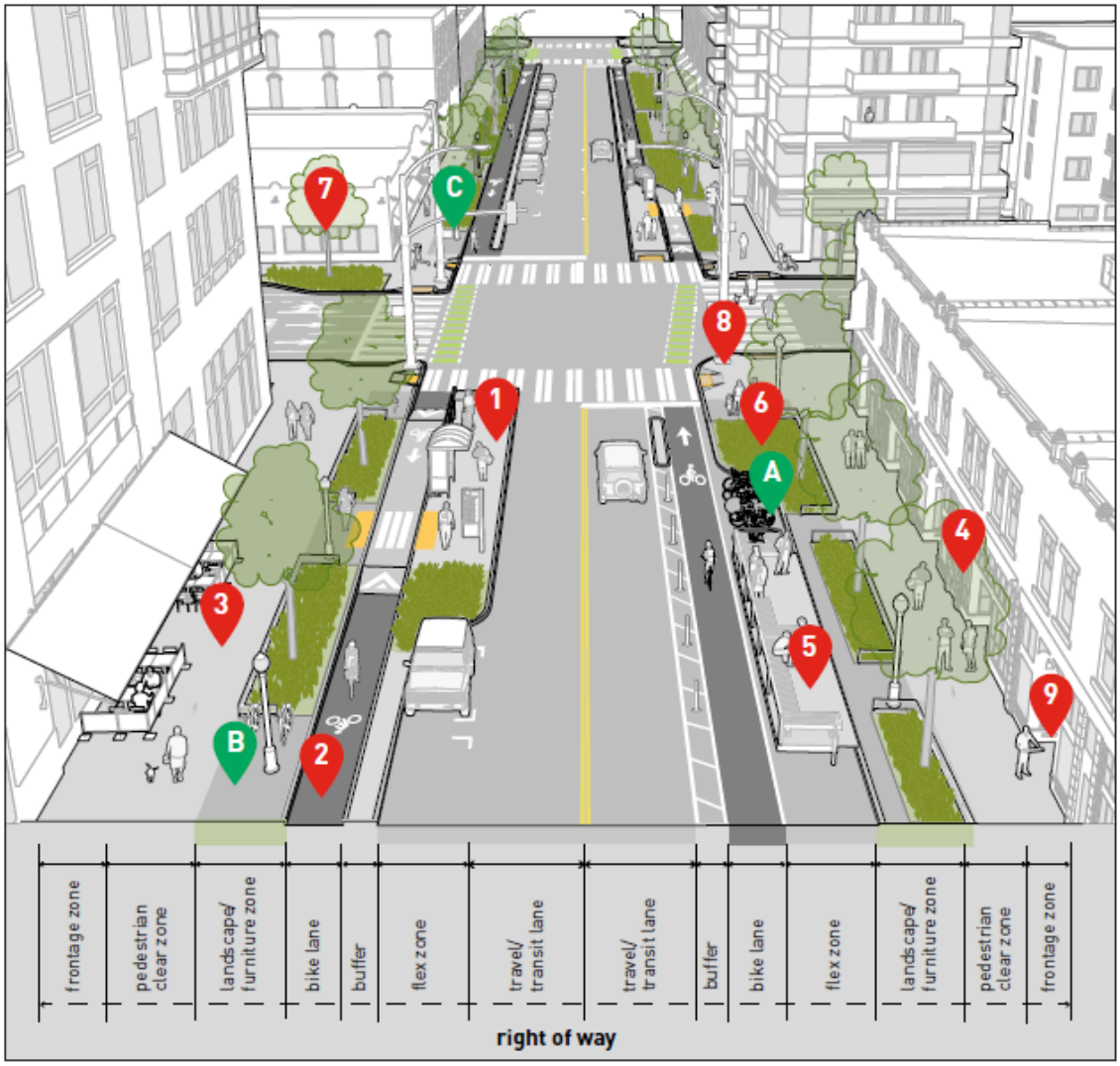
P4. Seattle Parks and Recreation. Vendors shall not park devices on property owned and operated by the Seattle Department of Parks and Recreation unless otherwise allowed by the Program Manager. Riders may not park devices on property owned and maintained by the Seattle Department of Parks and Recreation unless the devices are left in the following locations:

1. On a hard surface within twenty (20) feet of a bike rack, provided the device does not block pedestrian pathways, maintenance access, or bicycle access to the bicycle rack.
2. In a location designated as a bike and scooter share parking corral by the Seattle Department of Parks and Recreation and SDOT.

P5. 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. Sound Transit;
2. King County Metro;
3. University of Washington-Seattle;
4. Washington State Ferries; and

5. any other agencies designated by the Program Manager.



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 in a manner that damages landscaped areas.
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.

P6. 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 and scooter share parking areas, special parking zones, or other locations at the Program Manager's request.

P7. 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.

P8. Parking and Fleet Management Plan. The vendor shall develop and implement a parking and fleet management plan in accordance with Requirement G10 and referenced within Appendix F. 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; and
5. encourage riders to park safely and conscientiously.

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) After ninety (90) days in which the Vendor has deployed one or more devices in Seattle, each device's service area shall include the entire City of Seattle, except locations the Program Manager designates as no parking and/or riding zones.

O1.2 Initial Maximum Fleet Size. (a) The Program Manager shall notify the Vendor in writing on or before the permit start date 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. at the Program Manager's discretion.

O1.4 Minimum Fleet Size; Fleet Reallocation. (a) The Vendor that has been approved for Permit A must maintain a fleet of at least two-thousand (2,000) bikes, unless otherwise allowed by the Program Manager.

(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 fifteen (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 Environmental Justice Communities Areas of Focus. 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.

O1.6. West Seattle. (a) On March 23, 2020, the high-level West Seattle Bridge closed for repair and is expected to remain closed through 2022. The low-level Spokane Street Bridge spans the Duwamish River immediately north of the West Seattle Bridge. The Vendor shall cooperate with the Program Manager in providing service for the West Seattle areas.

(b) The Vendor shall provide an operational plan for connecting West Seattle to transit and ferry service, as well as connections to the Spokane Street Bridge.

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 (2) 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 (4) hours after the Vendor receives notice; or
3. if the notification does not allege the device is an obstruction hazard, twenty-four (24) hours after the Vendor receives notice.

O2.2 Devices on soft surfaces. (a) If anyone requests a Vendor to move a device that is parked on a soft surface or privately landscaped area of SDOT right-of-way and the device is otherwise properly parked, the Vendor shall remove or repark that device within twenty-four (24) hours after the Vendor receives notice.

(b) If the reported device is submerged in water, the Vendor must move the device within twenty-four (24) hours of notification.

O2.3 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 twenty-four (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.

O2.4 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 forty-eight (48) hours after the Vendor receives notice.

O2.5 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.

O2.6 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, and O2.4, 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.

O2.7 Centralized Parking Reporting. The Program Manager may require the Vendor participate in a City-supported centralized parking reporting system by (a) affixing information about the system to the Vendor's devices in accordance with Requirements ES3.2; and

(b) taking all actions required by the Program Manager to intake, respond to, and resolve tickets issued via this mechanism. This includes any actions specified by the Program Manager to inform SDOT when reported issues have been resolved.

O2.8 Administrative Unlocking Tool. SDOT requires 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.

O2.9 Automated Driving Technology. Subject to the Program Manager's approval, Vendor may reposition devices using automated driving technology as authorized by RCW 46.75, including software and hardware enabling the operation of the device, with the support and supervision of a remote personal delivery device operator. Prior to using automated driving technology for the Pilot Program, Vendor shall seek the Program Manager's approval of such technology and shall provide a demonstration of the automated driving technology as adapted for and installed on Vendor's device.

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; and
2. an email address or web-based portal that has been approved by the Program Manager.

(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, O2.3, O2.4 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 (3) 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. (a) The Vendor shall establish a reduced-fare program element. At a minimum, all persons who qualify for one or more of the following programs shall be eligible for the Vendor's reduced-fare program element:

1. the ORCA Lift reduced-fare program;
2. the Regional Reduced Fare Permit (RRFP) program;
3. Seattle Public Utility Discount Program;
4. Seattle City Light Discount Program;
5. Seattle Housing Authority;
6. Apple Health (Medicaid);
7. Seattle Housing Authority Senior Housing program;
8. Seattle Housing Authority Low-income Public Housing;
9. Washington Basic Food program;
10. Washington State Food Assistant program

(b) 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

(c) The Vendor shall bear any transaction costs associated with a rider's use of the reduced-fare payment method.

(d) The Vendor shall prominently display the reduced-fare program information within the smartphone application via pop-up on user's first use, as well as prominently place the link within the smartphone application navigation. The Program Manager shall approve Vendor's display.

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.

O4.4 Trip-End Photograph. (a) The Vendor shall require that all users take a photo of the parked device before ending a trip and implement strategies to compel users to take the required trip-end photo. The Vendor shall also provide instructions within the app that assure riders take Trip-End Photos that clearly show if a device is properly parked.

(b) This shall not be required for users that access their rental without using a smartphone.

O4.5 Geofenced Speed Zones. The Program Manager may designate block faces or other locations in the City where devices shall not be operated by riders ("no ride zones") or where other riding restrictions apply. These locations may be either permanent or temporary. The Vendor shall mark or geofence special ride zone locations in its smartphone application upon the Program Manager's request.

O4.6 Helmet Use. The Vendor shall implement a helmet distribution plan. The vendor shall describe the helmet plan within the application, as required in Requirement A1.

O4.7 First Time Rider Feature. On a rider's first use of a Vendor's device, the vendor shall govern the maximum speed from fifteen (15) miles per hour (MPH) to eight (8) MPH for the duration of the riders first ride. If the rider has used the Vendor's device in another U.S. city, this does not apply.

O5. Staffing Operations

O5.1 Operations Center. The Vendor shall maintain at least one (1) operation 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 and Safety

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, cooperate in disseminating any educational content that is provided by SDOT, and participate in educational events organized by SDOT and/or third-parties designated by SDOT.

O6.2 Digital Safe Parking and Riding Education Program. (a) The Vendor shall develop a digital (smartphone application, email, web-based, etc.) safe parking and riding education program, in which riders must identify

correctly parked scooters, scooters parked as obstruction hazards, as well as safe riding behavior (riding only on streets twenty-five (25) mph and under, bike lanes, multi-use paths, yield to pedestrians, wear a helmet). Riders shall be required to use the program within their first three (3) rides and at least once every three (3) months thereafter.

(b) The Vendor must have this program active within thirty (30) days of the date the permit begins and the program must be approved by the Program Manager.

O6.3 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. riding location laws: scooters may only ride on roads that are 25 miles per hour or under, bike lanes, and muti-use trails; scooters may not ride on sidewalks unless it is part of the connected bike network;
3. King County's helmet law;
4. rules for parking the device safely and conscientiously; and
5. 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 ES3.3;
2. will comply with the digital safe parking and riding education program requirement in Requirement O6.2; and
3. 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 and Appendix F.

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) For all required contact methods the Vendor provides under Requirement O3.1(a) and all required disclosures to riders under Requirements O4.1 and DS5, 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 Tier 1 language support within the smartphone application, in City of Seattle Tier 1 and Tier 2 Languages and other languages spoken in Seattle.

O7.3 Marketing Document. No later than sixty (60) days after permit issuance, 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 and Appendix F. Generally, the Vendor's plan shall describe how the Vendor will ensure its services are affordable, accessible, equitably distributed, equitably managed, and engaged with Environmental Justice Communities (described in G2(d)7), people with disabilities, people experiencing homelessness or housing insecurity, LGBTQ people, women and girls, youth, and seniors.

(b) The Vendor's equity plan shall describe how the Vendor will inform riders and prospective 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.

(c) 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.

(d) 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 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;
2. the pricing policies the Vendor offers under Requirements O4.1 and O4.2;
3. the use of rider incentives, disincentives, rewards, or penalties to shape rider behavior;
4. the Vendor's rental methods, including the low-barrier rental method the Vendor offers under Requirement O4.3;
5. the Vendor's public contact methods and practices as described in Requirement O3.1;
6. the Vendor's proposed programming and events during the permit cycle;
7. the Vendor's fleet management, operations, and staffing structure and policies;
8. the availability of helmets;
9. equity in knowledge of the Vendor's device sharing services and how to find, rent, and ride them;
10. equity of economic and technological access to the Vendor's services;
11. racial and social equity generally; and
12. any other equity issues the Vendor proposes to address.

O7.5 Age and Licensing. Vendor terms and conditions shall be consistent with the requirements of RCW 46.20.500.

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.

O9. COVID-19 Procedures. (a) In response to the spread of COVID-19 (Coronavirus), the following methods are required to ensure the safety of the public:

1. Vendors must ensure that sanitary gloves are worn by all individuals (employee and independent contractors) who perform any service on the devices, including maintenance, deployment, rebalancing, or charging;
2. Vendors must ensure that all individuals (employee and independent contractors) who perform any service on the devices, (i.e. maintenance, deployment, rebalancing, charging) sanitize with a disinfectant solution common touch points, including handlebars, break levers, bells/horns, seat adjustment devices, locking mechanisms, or anything that is normally touched by riders;
3. Vendors must ensure all vehicles used to transport devices and components are sanitized and disinfected prior each deployment;
4. Vendors must ensure that any vehicle brought to its warehouse is sanitized and disinfected regardless of whether the vehicle was sanitized previously that day;
5. Vendors must provide in-house staff with sanitary gloves and appropriate disinfectants for cleaning frequently touched services;
6. Vendors must educate staff (employee and independent contractors) on how to protect themselves from infection;
7. Vendors must submit updated sanitation protocols to the Program Manager; and
8. Vendors must immediately implement any new protocols shared by the Program Manager that specially relate to the prevention of COVID-19.

(b) These procedures shall stay in place until modified or discontinued by the Program Manager.

Data Sharing

DS1. Life Cycle and Vehicle Miles Traveled (VMT).

DS1.1 Life Cycle Analysis: At the close of each permit year or within thirty (30) days of a request for a report from the Program Manager, the Vendor shall provide a life cycle report, which shall include:

1. the actual life cycle of each device deployed in the City, measured in distance (rounded to the mile) and time (rounded to the hour);
2. the average life cycle of device components, including optional components, measured in distance (rounded to the mile) and time (rounded to the hour);
3. the location of all devices (with device unique identification numbers) no longer in operation or at end of life cycle (i.e. location address, company, unknown);
4. Actual recycling/reuse/disposal procedures implemented, if applicable, for devices no longer in operation.

DS1.2 Vehicle Miles Traveled (VMT) Report (a) At the close of each permit year or within thirty (30) days of a request for a report from the Program Manager, the Vendor shall provide a VMT report, which shall include the VMT to manage the Vendor's entire fleet up to the point of the request and the actual energy source used for all VMT.

(b) If the Vendor utilizes gig-contractors for operations, it should provide the activities, a percentage breakdown of vehicle types, energy source used for each vehicle type, and describe how the gig-contractors were tracked to maintain accountability for such activity.

DS2. Fleet and Trip Data

DS2.1 Generally. (a) The Vendor shall collect and submit the following data on all devices in its fleet deployed-device data as described in Requirement DS2.2(b) and DS2.2(a).

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

DS2.2 How Submitted. (a) The Vendor shall collect and share operational data with SDOT through APIs that are defined by the Mobility Data Specification (MDS) "Provider" specification, including the following APIs or endpoints:

1. Trips
2. Status changes
3. A real-time status feed

(b) The Permit Holder shall maintain compliance with the most current published version of MDS, including the addition of any new APIs or fields not listed in these permit requirements, unless the Program Manager provides a written exception.

(c) Any changes or updates with the API will require at least 90-day notification to Vendor.

DS3. Rider Data.

DS3.1 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.
3. The number of unique riders who used the Vendor's devices during the previous twelve months.

DS3.2 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.

DS4. Reduced-fare Program Usage Data.

DS4.1 Reduced-fare Program Unique Rider Report. (a) The Vendor shall collect data on the number of users who used the Vendor's reduced fare program as described in Requirement O4.2 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 reduced-fare program during the previous month; and
2. the number of unique riders who used the Vendor's reduced-fare program during the previous three months.
3. The number of unique riders who used the Vendor's reduced-fare program during the previous twelve months.

DS4.2 Reduced-fare Program Total Rides Report. (a) The Vendor shall collect data on the number of trips taken that start, end, or pass through Seattle that were taken as part of the Vendor's reduced-fare program as described in Requirement O4.2.

(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 trips taken using the Vendor's reduced-fare program during the previous month; and
2. the number of trips taken using the Vendor's reduced-fare program during the previous three months.
3. The number of trips taken using the Vendor's reduced-fare program during the previous twelve months.

DS5. 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.

DS6. 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.

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 fee to be paid by the Vendor to the City of Seattle;
3. a fee to be paid by the Vendor to the City of Seattle, that the Vendor must pass along to the rider responsible for the instance of permit non-compliance;
4. a requirement that the Vendor share additional information related to the violation or to the type of violation;
5. another investigation, conducted at the Vendor's expense, to verify that the violation has been resolved;
6. rescission of approval for certain devices or device components; or
7. 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 and fees levied as appropriate alternative sanctions for certain violations. The Program Manager may depart upward or downward from the suggested fleet size reductions and fees and may offer other alternative sanctions instead of or in addition to these actions. 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.

(c) Fees levied as enforcement actions must be paid by the Vendor to SDOT in the same manner as the permit Administrative Fee. These fees are due no less than ninety (90) days after notice from SDOT.

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 one or more of the following alternative sanctions such as

1. a reduction in maximum fleet size of five hundred (500) devices; and
2. a fee of $1,000

(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. a reduction in maximum fleet size of one thousand (1,000 devices); and
    b. a fee of $2,500.

CE3. Report-Response

CE3.1 Report-Response Investigation Procedure. The Program Manager will review parking and maintenance data, the Vendor's disclosure of irretrievable devices under Requirement O2.6, 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 seventy-five percent (75%) of reports, excluding reports by the Vendor or its agents; and
2. the Vendor responded within forty-eight (48) hours to at least ninety-nine percent (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 five hundred (500) devices and a fee of $1,000.

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, ES3;
   iv. service area requirements, as described in Requirement O1.1; and
   v. idle device requirements, as described in Requirement O2.4;
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 DS5;
   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 DS2, DS3, and DS4.

CE4.2 Compliance Targets - Parking. (a) The Vendor is compliant if no more than three percent (3%) of the audit sample is parked in a manner that creates an obstruction hazard.

(b) If SDOT finds that the Vendor is not compliant, then the Program Manager may offer an alternative sanction such as a reduction in maximum fleet size of five hundred (500) devices and a fee of $1,000, if more than three percent (3.0%) of the audit sample is parked in a manner that creates an obstruction hazard.

(c) If any device in the audit sample creates an obstruction hazard, the Program Manager may assess a fee of $20 to the Vendor. The Vendor shall pass that fee on to the last user of the device, unless it is the first instance that user has incurred this enforcement action, in which case the Vendor may choose to pass a warning instead of the fine to the user. The Vendor must also institute a user-appeal system that must be approved by the Program Manager.

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

1. no more than ten percent (10%) of the audit sample is unsafe to operate; and
2. seventy percent (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 five hundred (500) devices and a fee of $1,000, if more than ten percent (10%) of the audit sample is unsafe to operate; or
2. a reduction in maximum fleet size of five hundred (500) devices and a fee of $1,000, if less than seventy percent (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. Ninety-five (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 DS2.2 to the audit sample to determine that the Vendor is correctly reporting all deployed devices. The Vendor is compliant if ninety-nine percent (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 DS2, SDOT or its designee will capture the number, locations, and attributes of the Vendor's devices in the City of Seattle in snapshots throughout each day. SDOT or its designee will capture fleet snapshots once per hour from the hours of 6:00 AM to 10:00 PM, unless the Program Manager selects a different method.

(b) Using an average of the hourly snapshots described in CE5.1(a), SDOT or its designee will measure for each day:

1. the Vendor's minimum fleet size, as described in Requirements O1.4;
2. the Vendor's measured fleet size; and
3. the number of deployed devices inside the Environmental Justice Communities areas of focus described in Requirement O1.5.

(c) SDOT will determine the vendor's maximum fleet size each day by choosing the hourly snapshot, as described in CE5.1(a), that shows the largest fleet size for that day.

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 (5) or fewer days of the month; and
2. the Vendor's measured fleet size exceeds one hundred twenty percent (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 five hundred (500) devices and fee of $1,000, 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 one-thousand (1,000) devices and fee of $2,500, if the Vendor's measured fleet size exceeds one hundred twenty percent (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 five-hundred (500) devices and fee of $1,000.

CE5.5 Compliance Targets – Reduced-Fare. (a) The Vendor is compliant if the Vendor has a reduced-fare program element in place throughout the 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 one-thousand (1,000) devices and fee of $2,500.

Application and Fees

AF1. Permit Types. SDOT may approve up to four (4) qualified vendors with a permit. A Vendor can qualify for only one (1) of the following permit types:

(a) Permit A:

1. Within the Initial Application, as described in Requirement AF3.1, SDOT may approve Permit A for the Vendor currently operating at least one thousand (1,000) bicycles within the City and a commitment to two-thousand (2,000) bicycles by October 31, 2020.
2. Permit A allows for the operation of up to two-thousand (2,000) Type 1 or Type 2.

(b) Permit B:

Within the Initial Application, as described in Requirement AF3.1, SDOT may approve Permit B for the best-qualified Vendor that provides a Type 2 Scooter, as defined in G2.18(i). Permit B allows for the operation of up to two thousand (2,000) Type 2 Scooters.

(c) Permit C:

Within the Initial Application, as described in Requirement AF3.1, SDOT may approve Permit C for the best-qualified Vendor that provides a Type 1, as defined in G2.18(i), or a mixed fleet of both a Type 1 and a Type 2 Scooter, as defined in G2.18(ii). Permit C allows for the operation of up to two thousand (2,000) Type 1 Scooters or two thousand (2,000) Type 1 and Type 2 Scooter mixed fleet.

(d) Permit D:

Within the Later Application process, as described in Requirement AF3.2, SDOT may approve Permit D for the operation of up to one-thousand (1,000) scooters. If given, Permit Slot D will be for the best-qualified Vendor that provides a Type 3 Scooter, as defined in G2.18(iii).

AF2. Permit Not Guaranteed. (a) SDOT may approve no more than three (3) Vendors one (1) permit as defined in G2.18(i) and G2.18(ii) within the initial application requirement AF3.1, and may approve one (1) additional Vendor one (1) permit as defined in G2.18(iii) within the Later Application process, as described in Requirement AF3.2. SDOT retains the right to also approve no Vendor for 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.

AF3. Application Process

AF3.1 Initial Applications. At the start of the permit cycle, SDOT may approve up to three (3) permits to prospective Vendors, as described in AF1(a)-(c). SDOT will accept permit applications beginning on a date the Program Manager specifies and ending on the date provided by the Program Manager. SDOT will review applications received during the initial application time using the procedure described in Requirement AF3.3.

AF3.2 Later Applications. After the initial application process, SDOT reserves the right to approve one (1) additional Vendor for a Permit D, as described in Requirement AF1(d). The Program Manager may establish different permit requirements for the remaining permit and is not required to approve any applying Vendor for a remaining Permit Type.

AF3.3 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. 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 described 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.

AF3.4 Scoring. (a) The Program Manager and a panel will score the application based on the one hundred (100) point rubric outlined within the Scooter Share Pilot Permit 1 Application XLS in Appendix F.

AF4. Application Materials

AF4.1 Application Packet. The application packet shall include the following elements in an organized, detailed, comprehensive, and readable manner:

1. a completed Vendor Signature Page in the form contained in Appendix G;
2. completion of the Scooter Share Pilot Permit 1.0 Application XLS (Appendix F)

AF4.2. 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 AF5.1;
5. the permit application review fee described in Requirement AF5.1; and
6. the administrative fee described in Requirement AF5.1.
7. a completed Public Space Management Permit Application;

(b) An applicant who is not issued a permit shall submit the permit application review fee described in Requirement AF5.1 on SDOT's request.

AF4.3. Submission. Application materials may be submitted by email to *publicspace@seattle.gov* or on paper to the following locations:

By Mail:
Seattle Department of Transportation
Attention: Public Space Management
PO Box 34996
Seattle, WA 98104

In Person:
SDOT Street Use Permit Counter
Attention: Public Space Management
Seattle Municipal Tower
700 5th Avenue, Floor 23
Seattle, WA 98124

AF5. Fees

AF5.1 Fee Schedule. SDOT may charge Vendors up to the following fees:

Fee Type	Fee Amount	
Permit Issuance and Renewal	$232 for issuance or $176 for renewal as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Permit Review	$296 per hour of review as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Administrative Fee per year	For Vendors approved during the initial application period:	$150 per permitted scooter
	For Vendors approved after the initial application period, and no more than 4 total Vendors:	$150 per permitted scooter or other approved device, prorated by month

AF5.2 Fees Nonrefundable. All fees charged to Vendors under Requirement AF4.1 are nonrefundable.

AF6. Request a Permit Decision Review. (a) Anyone may request a review or reconsideration of a permit decision that we've made. This must be sent as a written request to the Director of the Seattle Department of Transportation within 10 calendar days of our decision date (SMC 15.04.112). The request must identify the decision for which review or reconsideration is requested, the grounds for objecting to the decision based on City

standards, and the specific remedy being proposed. The Director will designate a review officer who will make a recommendation to the Director. The Director's decision on review or reconsideration is final.

(b) A request for review or reconsideration should be submitted to:

Director of Transportation

Seattle Department of Transportation

700 Fifth Avenue, Suite 3800

PO Box 34996

Seattle, WA 98124-4996

OR *Email: jessica.alinen@seattle.gov*

Appendix A: Indemnity Agreement

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

Corrected on March 2020 to reflect the version currently in use.

Document Title:

PUBLIC PLACE INDEMNITY AGREEMENT

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

Grantor (Entity Applying for Permit):

Grantee:

City of Seattle

CITY OF SEATTLE
FREE-FLOATING SCOOTER 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:

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 resulting from:

1. E-scooter design and specifications, maintenance, construction, suitability for purpose, and roadworthiness;

2. The use, operation and parking of e-scooters; or the presence of e-scooters in specially-regulated areas;

3. Any notice or failure to provide notice to riders regarding safe operation, handling, or parking of e-scooters;

4. The City's enforcement of permit conditions;

5. The Company's and rider's failure to comply with any safety requirement, permit condition, or regulation;

6. The rider's operation or parking of the scooter or the failure to comply with any speed limits, operating requirements, or any other requirement imposed by the company or City; and

7. The City's negligent failure to design or maintain roadways; and

8. **A Covid-19 infection arising from an individual using an e-scooter;**

except for damage or injury caused by the sole or gross negligence of the City, its officers, employees, elected officials, agents, or subcontractors. This exception shall not act as a waiver to the public duty doctrine.

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

Vendor shall continuously maintain throughout the entire term of the Pilot Program, at its sole cost and expense, the following minimum insurance coverage and limits of liability. By requiring such minimum insurance, The City of Seattle shall not be deemed or construed to have assessed the risks that may be applicable to the Vendor under this Permit. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or coverage.

Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained with the Permit.

Vendor'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 Limited Use Permit issued by City of Seattle for the Electric Foot Scooter Share Pilot Program; 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 Vendor or reduced and/or offset against the Permit.

B.1 Minimum Insurance Coverage and Limits of Liability Required.

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

    - $3,000,000 for each occurrence; and
    - $6,000,000 aggregate.

    Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Products and completed operations; 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.

    Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

2. 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 Combined Single Limit per accident for bodily injury and property damage.

3. Worker's coverage shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

4. Employer's Liability or "Stop Gap": coverage in the amount of $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employer's Liability) or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the general liability policy.

5. Information Technology –Cyber Liability (Network Security Liability and Privacy Liability) insurance coverage with minimum limit $2,000,000 per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Vendor's computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

B.2 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention of the policies shall not limit or apply to the Vendor's liability to the City of Seattle and shall be the sole responsibility of the Vendor.

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 Vendor or any of the Vendor's insurers.

B.4 Waiver of Subrogation. Vendor waives all rights against the City of Seattle, its officials, agents, and employees for recovery of damages. This provision shall be valid and enforceable only to the extent permissible by the applicable insurance policies.

B.5 Notice of Cancellation. The insurance coverages required herein shall not be canceled by Vendor or Vendor's insurer without at least 30 days' prior written notice to the City. Ten days' written notice to the City may be provided if the reason for the cancellation is 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.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, Vendor shall, upon notice to that effect from the City of Seattle, promptly obtain a new policy, and shall submit the same to the City of Seattle, with the appropriate certificates and endorsements.

B.7 Evidence of Insurance. Prior to execution of the Permit, Vendor shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insured required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s). Vendor must provide the following as evidence of insurance:

1. A certificate of insurance evidencing coverages, limits of liability and other terms and conditions as specified herein. In the "Certificate Holder" field of the certificate of insurance, "City of Seattle, License and Tax Administration Division, P.O. Box 34214, Seattle, WA. 98124-4214" must be written; 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, Vendor 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, Vendor shall also cause a complete and certified copy of the requested policy to be timely furnished to the City.

Certificate and additional insured endorsement shall be provided to the City of Seattle, attention to City of Seattle, License and Tax Administration Division, Electric Foot Scooter Share Pilot Program, P.O. Box 34214, Seattle, WA. 98124-4214.

The City of Seattle's receipt or acceptance of Vendor's evidence of insurance without comment or objection, or the City of Seattle's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth in this Exhibit or, consequently, constitute the City of Seattle's acceptance of the adequacy of Vendor's insurance or preclude or prevent any action by the City of Seattle against Vendor for breach of the requirements of this Exhibit.

B.8 Independent Contractors. In lieu of Vendor providing Independent Contractors Liability of its CGL insurance, each electric foot scooter share contractor, as defined in RCW 46.61.715(3)(b), who is hired or retained by Vendor shall provide evidence of insurance meeting all of the requirements in B.1-B.7 above, including adding the City of Seattle, its officials, agents, and employees as additional insured, before any work or action is taken by the independent contractor for the Vendor.

B.9 Subcontractors. Vendor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Permit shall be subject to all the requirements stated herein, including adding the City of Seattle, its officials, agents, and employees as additional insured

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.* (employee and independent contractors)

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)

_____

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 for Attorney-in-Fact) (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: Environmental Justice Communities Areas of Focus

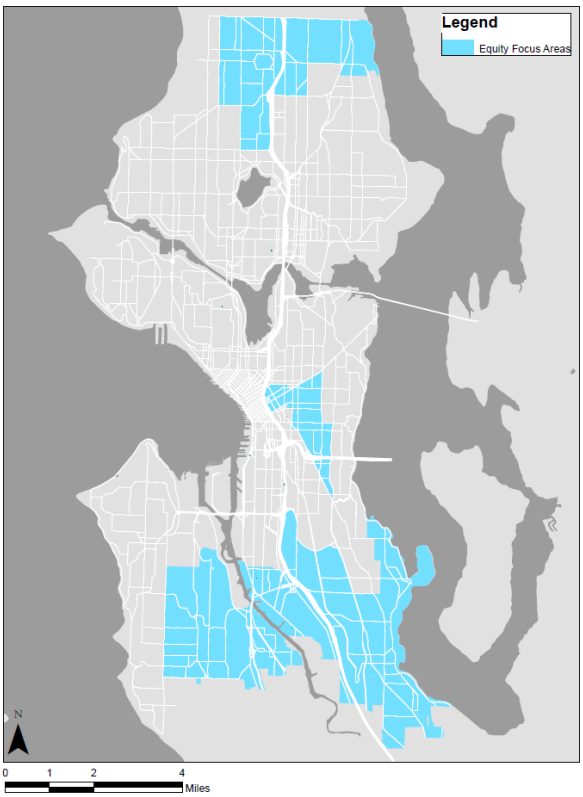
As provided in Requirement O1.6, the Vendor shall distribute 10% or more of its deployed fleet in designated Environmental Justice Communities areas of focus.

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 DS2 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 ES2.2(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 ES2.2(b) 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 O2.8, 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 ES2.2(b) 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 ES2.2(b) .

E.2 Data Submitted to Independent Data Analyst. If the Program Manager directs the Vendor to submit the data described in Requirements DS2 to an independent data analyst, then SDOT or the independent data analyst will provide the Vendor with the required data format and attributes.

Appendix F: Scooter Permit Slot D Requirements and Application

Seattle's scooter permitting program allows SDOT to grant an additional scooter share permit to operate up to 1,000 scooters in Seattle. This Permit Slot D was specifically designed to allow SDOT to pilot a new device type that might arise later in the permit year and can only be granted in a separate later application period. With new developments in device type, Seattle is now calling for applicants for Permit Slot D:

Goals of Permit D

To help SDOT reach the goals of the scooter share pilot program and support other emergent needs of the City, the goals of Permit D are as follows:

1. Pilot new innovative scooter designs (Type 3 scooters) that seek to improve:
    a. parking compliance and pedestrian access;
    b. safety and rider behavior; and
    c. the accessibility of devices for people with disabilities.
2. To improve access to transportation options during the West Seattle Bridge Closure, increase micromobility access for people living in South Seattle and West Seattle, including people who travel between Seattle and the King County Scooter Share Pilot Program coverage area.
3. Pilot publicly accessible micromobility charging infrastructure and collect data that can increase understanding of how public charging can help Seattle reach its climate goals.

Permit D Requirements

General Requirements. Vendor must agree to all terms included in the Scooter Share Permits Requirements Document. The vendor operating under Permit D must also agree to the following additional requirements:

1. **Type 3 Scooter.** At least 60% of the vendor's deployed fleet must meet SDOT's definition of a Type 3 Scooter and be a new device type substantially different[1] than those already operating in Seattle. Examples of this could include:
    a. Devices with three or more wheels
    b. Devices with hardware designed to improve rider parking and riding rules compliance
    c. Devices that meet the mobility needs of people with disabilities in a substantially different way than an e-bike, Type 1, or Type 2 scooter.
2. **Additional Equity Distribution Requirement.** As an additional requirement to Permit Requirement O1.6, vendors shall distribute 20% or more of its deployed fleet in the *Southern*

[1] SDOT staff will determine if proposed devices are "substantially different" that existing Type 1 or Type 2 scooters.

Designated Areas (Permit Requirements Appendix D), with at least 10% of the fleet in the portion of the Southern Designated Areas that lie west of the Duwamish River. SDOT reserves the right to adjust the locations or distribution percentage at any time.

3. **Public Charging Stations.** The vendor must commit to bringing at least five (5) micromobility parking and charging stations to five (5) different locations within the City of Seattle. Vendor must commit to having at least 3 (three) installed within four (4) months of permit issuance at no-cost to the City of Seattle. These stations may:
    a. be located on publicly accessible private property;
    b. be located on city-owned property with agreement from the City of Seattle;
    c. be located on City of Seattle rights-of-way with a separate permit.
4. **Public Charging Data.** The vendor will work with SDOT to provide information regarding charging behavior, energy usage, operational impacts of charging integration, and estimated climate impacts of the piloted technology. Reported metrics will be agreed upon with select vendor prior to permit issuance.

Application

Scooter Share Permit D applicants should submit the following information to the City of Seattle no later than April 14, 2021:

1. A completed, signed, and dated Vendor Signature Form (Permit Requirements Appendix G)
2. **Device Description.** A complete description of all device types proposed for deployment, including all specifications and details required in Permit Requirement ES1.2.
3. **Written Proposals.** Please submit proposals on each of the following topics:
    a. **Device Type(s).** In no more than 3 pages, including images, please describe the following:
        i. How is your proposed Type 3 scooter type substantially different[2] than the Type 1 and 2 scooters already operating in Seattle?
        ii. How does your proposed Type 3 scooter seek to improve:
            1. parking compliance and pedestrian access;
            2. safety and rider behavior; and
            3. the accessibility of devices for people with disabilities.
        iii. If you are proposing a Type 1 or 2 scooter in addition to a Type 3 scooter, please include information on how the Type 1 or 2 scooters address the above goals, and what percentage of the fleet you propose for each device type.
    b. **Public Charging Stations and Data.** In no more than 3 pages, including images, please describe the following:
        i. The charging capabilities, power requirements, dimensions, and features of the publicly accessible micromobility parking and charging infrastructure that you would bring to Seattle.
        ii. Proposed locations for these stations, including any secondary locations. Please include information on any conversations or partnerships for stations located in publicly accessible private property, why locations were selected, and how they will contribute to the success of the program.
        iii. How would you collect charging data and potential carbon savings data and share that data with SDOT?
    c. **Equitable Access in West and South Seattle.** In no more than 3 pages, including images, please describe the following:
        i. Are you permitted to operate in King County's Scooter Share Pilot Program and, if permitted, would you allow rides to cross between Seattle and King County's scooter pilot area?
        ii. Your proposed deployment plan, including a map, showing your phased approach of getting from the initial deployment size to a fully deployed fleet (including fleet size).
        iii. How will you ensure that your scooters improve mobility to, from, and around the areas of West Seattle and South Seattle?
4. **Device Demonstration**: The vendor(s) scoring within the top 5% of the highest scoring application will be required to make at least 2 fully functioning sample devices of each proposed device type available for demonstration to SDOT employees. These devices must be made available for a period of at least 3 days within 2 weeks of scoring notification.

[2] SDOT staff will determine if proposed devices are "substantially different" that existing Type 1 or Type 2 scooters.

Scoring Matrix

SECTION	RUBRIC	MAX
1. Vendor Signature Form	• Incomplete = disqualified • Complete = qualified **(0 pts)**	0
2. Device Descriptions	• Incomplete or does not meet minimum standards in ES1, ES2, & ES3 = disqualified • Meets minimum standards in ES1, ES2, & ES3 = qualified **(0 pts)**	0

3. Device Types	• Incomplete = disqualified
	• Type 3 proposed device is not substantially different than existing Type 1 or 2 scooter operating in Seattle = disqualified
	• Type 3 proposed device:
	  ○ Low probability of meeting objectives described in Section 3(a)ii = **1 pt**
	  ○ Medium probability of meeting objectives described in Section 3(a)ii = **2-4 pts**
	  ○ High probability of meeting objectives described in Section 3(a)ii = **5-7 pts**
	  ○ High probability of meeting objectives described in Section 3(a)ii and includes specific examples of where this has already been demonstrated in another market = **8-10 pts**
	Note: if vendor proposes more than one device type, this score will be multiplied by the proposed percentage for the Type 3 scooter. For example, vendor proposes a fleet that is 75% Type 3 scooter and scores 6 points for this section. Final section score would be 6 x 0.75 = 4.5 pts. The same method would be used if a vendor proposes more than one type of Type 3 device.
	
	THIS SECTION ONLY SCORED IF VENDOR PROPOSES A MIXED FLEET
	• Type 1 or 2 proposed device:
	  ○ Low probability of meeting objectives described in Section 3(a)ii = **1 pt**
	  ○ Medium probability of meeting objectives described in Section 3(a)ii = **2-4 pts**
	  ○ High probability of meeting objectives described in Section 3(a)ii = **5-7 pts**
	  ○ High probability of meeting objectives described in Section 3(a)ii and includes specific examples of where this has already been demonstrated in another market = **8-10 pts**
	Note: This score will be multiplied by the proposed percentage for the Type 1-2 scooter. Example, vendor proposes a fleet that is 25% Type 1 or 2 scooter and scores 5 points for this section. Final section score would be 5 x 0.25 = 1.25 pts. The same method would be used if a vendor proposes more than one type of Type 1 or 2 device.
		10

4. Electrification Infrastructure and Data	• Vendor does not provide information responsive to Section 3(b)i, ii, and iii. = disqualified • The charging capabilities, power requirements, dimensions, and features of the publicly accessible micromobility parking and charging infrastructure:	10

	○ Is determined to be not feasible or unrealistic by the scoring panel = disqualified ○ Is determined to be feasible and implementable, but with some difficulty, by the scoring panel = **0 pts** ○ Is determined to be feasible and easily implemented by the scoring panel = **1 pt** • The proposed (3(b)ii) stations locations: ○ Do not show local knowledge, research, or placement that meets city needs = **0 pts** ○ Show local knowledge, research, and placement that meets city needs, but are likely difficult to implement = **1 pt** ○ Show a well-thought-out approach to siting that demonstrate local knowledge, research, and placement that meets city goals. Includes potential partnerships if locations are publicly accessible private property. Includes potential back-up locations = **2-5 pts** • The proposed stations and locations would allow members of the public to charge their privately-owned devices = **2 pts** • Vendors proposal to collect and share data: ○ has a low likelihood of success or helping SDOT understand the carbon impacts: **0 pts** ○ has a high likelihood of success or helping SDOT understand the carbon impacts: **1-2 pts**	
5. Equitable access in West and South Seattle	• Is the vendor permitted to operate in King County's Scooter Share Pilot Program and, if permitted, will allow rides to cross between Seattle and King County's scooter pilot area? ○ No – **0 pts** ○ Yes – **10 pts** • Fleet deployment and expansion plans are: ○ Incomplete = disqualified ○ Complete = **1 pt** ○ Complete, detailed, with multi-phased mapping and descriptions = **2 pts** • Vendor proposal to serve South and West Seattle is: ○ Complete = 0 pts ○ Complete, detailed, with specific commitments = **1 pt** ○ Complete, detailed, with specific commitments and has a high likelihood of strong positive mobility impact = **2 pts**	15
6. Device Demonstration	THIS SECTION ONLY SCORED FOR VENDORS SCORING IN THE TOP 5% • Has the vendor submitted at least two fully functioning devices for each device type in their proposal for SDOT to sample for at least 3 days within 2 weeks of notification? ○ No = disqualified ○ Yes = **0 pts** • Does the vendor's device offering(s) best meet Seattle's objectives described in Section 3(a)ii (out of all vendors scoring in the top 5%) ○ Yes = **2 pts** ○ No = **0 pts**	

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 Scooter Share Program.
2. I have reviewed and understand the Free-Floating Scooter Share Program Permit Requirements for the 2020-2021 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 _____

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