

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

WASHINGTON, D.C.

TERMS AND CONDITIONS FOR THE
PUBLIC RIGHT-OF-WAY OCCUPANCY PERMIT FOR
[PH NAME]

This Public Right-of-Way Occupancy Permit (“Permit”) is being granted to [PH NAME] (“PH NAME” or “Permit Holder”).

Recitals

Whereas, the purpose of this Permit is to allow the Permit Holder to occupy public space for parking at any metered parking space in the District without paying the meter and in any Residential Permit Parking (“RPP”) zone if the Permit Holder’s vehicle displays a physical Carsharing Vehicle Sticker or is indicated as under this permit by a comparable electronic alternative to the physical Carsharing Vehicle Sticker; and

Whereas, the Government of the District of Columbia (“the District”) owns such streets and has authority over public parking; and

Whereas, the DC Code authorizes the Mayor, or his agent, designee, or representative to impose such conditions on the issuance of said Permit as the Mayor may require, pursuant to section 603 of the Fiscal Year 1997 Budget Support Act of 1996, effective April 9, 1997 (D.C. Law 11-198; D.C. Official Code § 10-1141.03); and

Whereas, that authority has been delegated to the District Department of Transportation (“DDOT”), pursuant to the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code § 50-921.01 et seq.); and

Whereas, the District has prepared the permit terms and conditions as set out below; and

Now, therefore, based upon the above recitals, the Permit Holder hereby agrees to the terms and conditions of this occupancy permit as follows:

Article 1. Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning, unless otherwise defined in 18 DCMR § 9901.

1. **Curbside Management** shall mean the management of the Public Right-of-Way involving the roadway curbside. Traditionally this has been referred to as the parking lane, but with other

modes of transportation and the competing demand to access the curb, parking management is now referred to as Curbside Management.

2. **Real-Time** shall refer to data sharing and transmittal with a lag time not to exceed thirty (30) seconds.
3. **Day** shall mean calendar day, unless otherwise stated.
4. **Block** shall mean the two (2) opposite sides of a street between two (2) consecutive street intersections.
5. **All-Electric Vehicle (AEV)** shall mean a Carsharing Vehicle that is powered by electricity only. It is propelled by one or more electric motors powered by rechargeable battery packs. They consume no petroleum-based fuel and produce no tailpipe emissions.
6. **Internal Combustion Engine Vehicle** shall mean a Carsharing Vehicle that relies on the ignition and combustion of fuel within an engine to create energy for the propulsion of the vehicle, such as gasoline- or diesel-powered vehicles.
7. **Carsharing** shall mean a shared passenger vehicle rental service that is membership-based, available to qualified drivers, and allows members to use a Carsharing Vehicle without a separate written agreement each time a member reserves and uses a vehicle.
8. **Carsharing Company** shall mean the Permit Holder that provides Point-to-Point Carsharing services under the Permit.
9. **Carsharing Vehicle Sticker** shall mean a parking sticker provided by DDOT allowing Carsharing Vehicles to be parked in any residential neighborhood and at parking meters without payment at the meter.
10. **Point-to-Point Carsharing** shall mean a Carsharing which allows its members to start and end trips in different locations.
11. **Carsharing Vehicle** shall mean a passenger vehicle registered to a Carsharing Company to be used in Point-to-Point Carsharing.
12. **Required Carsharing Service Area** is the area to be served by the Carsharing Companies.

Article 2. Responsibilities of Permit Holder

Section 2.1 Requirements Section

The Carsharing Company shall provide Point-to-Point Carsharing services in the District's Public Right-of-Way in accordance with the requirements set forth in this Section.

2.1(a) Basic Requirements

1. The Carsharing Company shall provide a membership-based vehicle sharing service, available to all qualified drivers.
2. The Carsharing Company shall operate the service to be available twenty-four (24) hours a day and seven (7) days a week.

2.1(b) Committed Service Level

The Carsharing Company shall make between one hundred (100) and six hundred (600) Carsharing Vehicles available at any given time in the Required Carsharing Service Area throughout the Permit period.

2.1(c) Committed Service Level Rebalancing

To ensure compliance with its committed level of service, the Carsharing Company shall follow a tiered approach to rebalancing its fleet in the District.

1. Tier 1: The Carsharing Company shall begin rebalancing Carsharing Vehicles once the number of Carsharing Vehicles in the Required Carsharing Service Area reaches ninety percent (90%) of the minimum service level or one hundred and five percent (105%) of the maximum service level.
2. Tier 2: If the number of Carsharing Vehicles in the Required Carsharing Service Area is lower than eighty-five percent (85%) of the minimum service level or higher than one hundred and ten percent (110%) of the maximum service level, the Carsharing Company shall rebalance the fleet in order to maintain service levels.

2.1(d) All Eight Wards Service Level

The Carsharing Company shall maintain at least one percent (1%) of its Carsharing Vehicles in each Ward of the District. To account for the time required to move Carsharing Vehicles, the Carsharing Company shall have a maximum of two (2) consecutive hours with less than a one percent (1%) of its Carsharing Vehicles in a Ward.

2.1(e) Other Rebalancing

The Carsharing Company shall relocate Carsharing Vehicles to maintain a Carsharing Vehicle density of two (2) or less Carsharing Vehicles per Block zoned as residential by the District.

The Carsharing Company shall be responsible for moving all Carsharing Vehicles that are parked and remain idle on any Block in the Public Right-of-Way for greater than twenty-four (24) hours.

When rebalancing Carsharing Vehicles on any Block, the Carsharing Company is prohibited from moving a Carsharing Vehicle to a new space on the same Block and from replacing a removed Carsharing Vehicle with a new Carsharing Vehicle in the same space.

The Carsharing Company will relocate Carsharing Vehicles for any reason within four (4) hours upon DDOT's request.

2.1(f) Emissions Standards

All Carsharing Vehicles used within the District shall comply with Tier 3 as determined by the EPA. See 40 CFR Part 80.

2.1(g) Accessibility

The software and website provided by the Carsharing Company shall be accessible in Spanish, French, Amharic, Korean, Vietnamese, and Mandarin Chinese in accordance with the DC Language Access Act of 2004, 4 DCMR 12.

The Carsharing Company shall comply with all applicable requirements as set for by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990). All software, including mobile applications, shall be compatible with screen readers and other assistive technologies.

2.1(h) Carsharing Vehicle Sticker

The Carsharing Company shall ensure that each Carsharing Vehicle in its fleet under this Permit shall:

1. Display a valid Carsharing Vehicle Sticker on the passenger side of the windshield so that its contents are clearly visible through the windshield of the Carsharing Vehicle; or
2. Have its license plate number and other identifying information DDOT requires inputted into an electronic system made available by DDOT that allows the same permissions as the Carsharing Vehicle Sticker.

The District will confirm that the Carsharing Company and the Carsharing Company's Carsharing Vehicles are in compliance with this Permit before allowing issuance of the physical Carsharing Vehicle Stickers or entry into the electronic system.

Each physical Carsharing Vehicle Sticker will be issued for one (1) specific Carsharing Vehicle and cannot be transferred to another Carsharing Vehicle.

The physical Carsharing Vehicle Stickers may be replaced by an electronic system that allows the same permissions as the Carsharing Vehicle Sticker at any time during the Permit. If the switch from physical Carsharing Vehicle Stickers to this electronic system occurs:

1. All physical Carsharing Vehicle Stickers will no longer be valid.
2. Carsharing Vehicles not inputted into the electronic system will be subject to enforcement of on-street regulations, regardless of whether they display a Carsharing Vehicle Sticker.
3. The Carsharing Company shall remove all Carsharing Vehicle Stickers from all Carsharing Vehicles by the end that Permit year.
4. The Carsharing Company shall start continuously providing fleet data to the District for each Carsharing Vehicle entering service within five (5) days of that Carsharing Vehicle entering service. The Carsharing Company shall provide the District with this data following the guidelines indicated in the Data Report and the Data Requirements Fleet Data section of this Permit.

2.1(i) Parking Limitations

The Carsharing Company's member parking activity is subject to all District parking laws and regulations. Failure to adhere to these requirements shall result in the Carsharing Company facing the maximum penalty under the law.

Carsharing Vehicles may be parked in parking spaces in the Public Right-of-Way, including metered zones, Residential Permit Parking (RPP) zones, and non-regulated zones, except as indicated below.

The Carsharing Company's Carsharing Vehicles may not be parked at any time:

1. Where parking is prohibited;
2. On any emergency routes during declared emergencies;
3. In conflict with the street sweeping program; or
4. In a commercial loading zone or Pick-Up/Drop-Off Zone

The Carsharing Company's Carsharing Vehicles may not be parked at the end of any trip:

1. On a.m./p.m. rush hour restricted streets, regardless of the day or time of day; or
2. In any reserved ADA parking space

The Carsharing Company shall provide notice to its members of the above restrictions and all District parking regulations and associated parking restrictions.

2.1(j) Parking Violations

The Carsharing Company shall be financially responsible for any and all fees and fines as a result of Carsharing Vehicle parking violations and other enforcement policies and actions. The Carsharing Company shall pay these costs according to the payment terms of the violation.

The Carsharing Company shall be responsible for following the District's process to pay or contest citations issued against the company's Carsharing Vehicles.

2.1(k) Vehicle and Fleet Management

The Carsharing Company shall provide all Carsharing Vehicles, equipment, personnel, systems, and other resources necessary for the successful operation of the service.

The Carsharing Company shall keep all Carsharing Vehicles in good operating order and condition consistent with the Carsharing Vehicle manufacturer's specifications and DDOT's requirements of safety and functionality.

The Carsharing Company shall manage and maintain the Carsharing Vehicle fleet in accordance with the following requirements, including but not limited to:

1. Posting notices in all Carsharing Vehicles specifying emergency procedures and instructions for reporting suspicious activities or unusual items found on-board or in the vicinity of the Carsharing Vehicle.
2. Maintaining insurance on each Carsharing Vehicle that meets the District's requirements as indicated in the Insurance section of this Permit.
3. Owning or leasing all its Carsharing Vehicles.
4. Affixing the Carsharing Company's name and logo to each Carsharing Vehicle parked in the District Public Right-of-Way on a publicly visible section of the vehicle to identify the vehicle as a Carsharing Vehicle.

5. Ensure that the Carsharing Companies Carsharing Vehicles do not have any type of license plate cover.
6. Immediately repairing all but minor damage. Minor damage is damage in appearance only. This type of damage cannot affect the safety or operation of said Carsharing Vehicle. Deferring vehicle maintenance is prohibited and could be cause for termination of this Permit.
7. Repairing Carsharing Vehicles during breakdown, road failure, and in response to any defect deemed to require immediate repair, to ensure the reliable operation of the Carsharing Vehicle for the safety of its passengers.
8. Repairing any damage to street, sidewalk, and District infrastructure ensuing from the Carsharing service. Damage caused by the Carsharing Company's fleet or operations shall be repaired or replaced to the satisfaction of the District at the expense of the Carsharing Company. However, the District, at its sole discretion, shall have the right to repair and/or replace damaged property. Upon completion of the repair or replacement, the Carsharing Company shall pay the associated costs to the District as part of its next monthly operational fees.
9. DDOT, in its sole discretion and without prior notice, may remove Point-to-Point Carsharing Vehicles from the Public Right-of-Way if an emergency arises. In such instances, DDOT will attempt to notify the Permit Holder as soon as reasonably practicable thereafter.

2.1(l) Required Carsharing Service Area

The Carsharing Company's Required Carsharing Service Area shall include the entirety of the District of Columbia including low income neighborhoods but excluding federal land, private land, and National Park Service land.

The Carsharing Company shall immediately serve the entire Required Carsharing Service Area upon date of Permit award.

See Attachment A for a visualization of the current federal land and National Park Service land in the District of Columbia, and the current Required Carsharing Service Area.

2.1(m) Vehicle Registration

All Carsharing Vehicles operating under this Permit shall be registered in the District upon date of Permit award and display District license plates, regardless of whether they are stored on public or private space in accordance with 18 DCMR § 2406.18(h); 24 DCMR § 3313.3(b).

The Carsharing Company is required to participate in the Department of Motor Vehicles' (DMV's) Multi-Vehicle Fleet Ticket Service Program. The Carsharing Company can obtain information on this program by this visiting the DMV's website at <https://dmv.dc.gov/service/multi-vehicle-fleet-ticket-service> or by emailing the program coordinator at dcfleethelp@conduent.com.

2.1(n) Project Management and Administration

The Carsharing Company shall provide a list of primary contact persons and their roles within the Carsharing Company and will keep it updated throughout the life of the Permit.

The Carsharing Company shall maintain a local presence in the District and shall be responsive to requests, whether in response to DDOT, customer complaints, or for other purposes.

The Carsharing Company shall participate in meetings, general discussion, and consultation with the District relative to this Permit throughout the period of the Permit.

The Carsharing Company shall appoint a project manager to be the key point of contact for the Carsharing Company. The project manager shall:

1. Attend all necessary, as determined by DDOT, meetings with District staff to implement, monitor, and evaluate the service in accordance with all Permit requirements.
2. Facilitate the development, preparation, and distribution of all required data as required by the Permit.
3. Manage implementation of the Carsharing service and direct the day-to-day operations of the service.

2.1(o) Customer Service Requirements

The Carsharing Company shall provide a customer service telephone number, which is answered by a live person twenty-four (24) hours per day, seven (7) days per week and is prominently displayed in each Carsharing Vehicle and on the Carsharing Company's website, at no cost to the District or member. The Carsharing Company shall provide a customer service email address, which is prominently displayed in each Carsharing Vehicle and on the Carsharing Company's website, at no cost to the District or member.

Customer service representatives shall be competent and knowledgeable about the program in the District and able to answer questions and provide information, including information related to parking prohibitions for the Carsharing Company's Carsharing Vehicles.

The Carsharing Company shall provide a "trouble call" telephone number, which is answered by a live person twenty-four (24) hours per day, seven (7) days per week and is prominently displayed in each Carsharing Vehicle and on the Carsharing Company's website, at no cost to the District or member.

The Carsharing Company shall ensure that DDOT has current information on the "trouble call" telephone number, customer service telephone number, and customer service email address.

The Carsharing Company shall perform community outreach in each Ward of the District each Permit year. This outreach will include but is not limited to attending at least one (1) community meeting in each Ward of the District each Permit year, where the Carsharing Company will present on their service and answer community questions. These meetings shall be completed by the end of the eighth (8th) month of each Permit year.

2.1(p) Advertising

The Carsharing Company may not place commercial advertising in the Public Right-of-Way. Any branding information on the vehicle is not considered commercial advertising in the Public Right-of-Way.

The District does not endorse any Carsharing Company. The Carsharing Company shall not advertise or publish the District's participation in this Permit. The Carsharing Company may not use any District Government logos, including agency logos, without DDOT's prior written consent.

2.1(q) Technology

The Carsharing Company shall provide an automated online reservation and membership account system, at no cost to the District, consistent with the following:

1. Real-Time information shall be presented for users identifying available Carsharing Vehicles;
2. A mobile application shall be available for download that allows members to locate and reserve Carsharing Vehicles

The Carsharing Company must comply with Payment Card Industry Data Security Standards.

The Carsharing Company shall keep all software in good operating order and condition.

2.1(r) Data Standards and Requirements

The Carsharing Company shall make all records necessary for the management, evaluation, and planning of the Point-to-Point Carsharing Program and this Permit, including fleet vehicle data, data related to Carsharing Vehicle trip and parking activity, program information, aggregated membership data, and other relevant information relating to the Permit requirements available for inspection by DDOT.

The Carsharing Company shall provide full access to DDOT to the Carsharing Company's activity occurring in the District dating back to initial service in the District by the Carsharing Company.

The Carsharing Company shall report any data collection outages within four (4) hours for the following requirements:

1. Any Real-Time information provided to DDOT;
2. Any information provided via application program interface (API); and
3. The Live Map detailed in the Live Map section of this Permit

The Carsharing Company shall report any change to its software that impacts the ability of DDOT to consume the data that the Carsharing Company is required to provide per this Permit. This notification should be communicated to DDOT ninety (90) days before the software is scheduled to change. At the time of this notification, the Carsharing Company shall provide a plan on how to integrate with DDOT's systems that will allow for no interruption of the delivery of the data required by this Permit. The Carsharing Company shall ensure that any change to its software does not impact the ability of DDOT to consume the data that the Carsharing Company is required to provide per this Permit.

2.1(s) Criminal Investigation

1. In the event Permit Holder's Carsharing Vehicles are involved in criminal activity and the proper legal request documentation is supplied by authorities (i.e.: subpoena), Permit Holder will

provide the authorities with information subject to the Carsharing Company's internal procedures and the District and federal laws as deemed appropriate.

2. For emergency cases involving the imminent threat of death or serious physical injury to any person or place, the Permit Holder must have an established Emergency Disclosure Request process to allow the release of data and customer information to a law enforcement agency.

2.1(t) Insurance

1. GENERAL REQUIREMENTS. The Permit holder at its sole expense shall procure and maintain, during the entire period of performance under these terms and conditions, the types of insurance specified below. The Permit holder shall have its insurance broker or insurance company submit a Certificate of Insurance to DDOT's Contact giving evidence of the required coverage prior to commencing performance under these terms and conditions. The Permit holder shall not use the public right-of-way on a non-exclusive basis for the rental of carsharing vehicles until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by DDOT's Contact. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Permit holder as an additional insureds for claims against The Government of the District of Columbia relating to these terms and conditions, with the understanding that any affirmative obligation imposed upon the insured Permit holder (including without limitation the liability to pay premiums) shall be the sole obligation of the Permit holder, and not the additional insured. The additional insured status under the Permit holder's Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by DDOT's Contact in writing. All of the Permit holder's liability shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Permit holder or anyone for whom the Permit holder may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Permit holder maintains broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permit holder.

- a. Commercial General Liability Insurance ("CGL") - The Permit holder shall provide evidence satisfactory to DDOT's Contact with respect to the services performed that it

carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by DDOT's Contact in writing), covering liability for all ongoing and completed operations of the Permit holder, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The Permit holder should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

- b. Commercial Umbrella or Excess Liability - The Permit holder shall provide evidence satisfactory to the DDOT Contact of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Permit holder's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

2. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

3. DURATION. At all times during the terms of the Permit, the Permit holder shall carry all required insurance.

4. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE PERMIT HOLDER'S LIABILITY UNDER THESE TERMS AND CONDITIONS.**

5. PERMIT HOLDER'S PROPERTY. Permit holders are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of

subrogation shall apply in favor of the District of Columbia.

6. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds.
7. NOTIFICATION. The Permit holder shall ensure that all policies provide that The Government of the District of Columbia shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Permit holder shall provide The Government of the District of Columbia with ten (10) days prior written notice in the event of non-payment of premium. The Permit holder will also provide The Government of the District of Columbia with an updated Certificate of Insurance should its insurance coverages renew during the term of the PROW OP.
8. CERTIFICATES OF INSURANCE. The Permit holder shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to the use of the public right-of-way for the rental of carsharing vehicles. Certificates of insurance must reference the corresponding permit number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of DDOTs Contact:

Joseph Kerwin
Suite 400
55 M Street, SE
Washington DC 20003
202-716-2224 (primary)
joseph.kerwin@dc.gov

DDOT's Contact may request and the Permit holder shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Permit holder expires prior to completion of the PROW OP, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DDOT's Contact prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to DDOT's Contact on an annual basis as the coverage is renewed (or replaced).

9. DISCLOSURE OF INFORMATION. The Permit holder agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of the Permit holder's, its agents, employees, or servants use of the public right-of-way.
10. CARRIER RATINGS. All Permit holder's insurance required in connection with these terms and conditions shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

2.1(u) Anti-Competitive Behavior

Permit Holder agrees not to engage in anti-competitive behavior with other Carsharing Companies, including falsifying data and sabotaging vehicles.

2.1(v) Permit Violations and Termination

DDOT may revoke the Permit Holder's Permit for failure to comply with any of these terms and conditions.

After this Permit expires or is terminated, the Carsharing Company shall remove Carsharing Vehicle Stickers from its Carsharing Vehicles within ten (10) days of District notification. If the function of the Carsharing Vehicle Stickers has been replaced by an electronic system, DDOT will allow the Carsharing Company ten (10) days after the Permit expires or is terminated before revoking the electronic permission of the Carsharing Vehicle Sticker. DDOT will also inform its enforcement partners that the Carsharing Company is no longer participating in this Permit, and all the Carsharing Company's Carsharing Vehicles will be subject to enforcement of on-street regulations

Section 2.2 Deliverables

The Carsharing Company shall provide all below deliverables.

2.2(a) Community Outreach Sign-In Sheets

As specified in the Customer Service Requirements section of this Permit, the Carsharing Company shall perform community outreach in each Ward of the District each Permit year via community meetings. This outreach is detailing in the Customer Service Requirements section of this Permit. The Carsharing Company shall submit the sign-in sheets and meeting agenda of these meetings to the District no later than the end of the ninth (9th) month of each Permit year.

2.2(b) Live Map

The Carsharing Company shall provide an online map that displays Real-Time locations of all the Carsharing Company's available Carsharing Vehicles in the District and surrounding jurisdictions. This map shall include an overlay indicating how many Carsharing Vehicles are available in each Ward, total Carsharing Vehicles available in the District, and total Carsharing Vehicles located in surrounding jurisdictions.

This map shall be fully accessible over a cellular data connection on an internet website compatible with at a minimum Internet Explorer (version 11 or higher), Firefox (version 60 or higher), Safari (version 10 or higher), and Chrome (version 65 or higher) desktop browsers and a mobile web browser with WebKit layout engine or other comparable mobile web layout engines.

The Carsharing Company shall provide this deliverable within the first (1st) fifteen (15) days after Permit award.

2.2(c) Annual Survey

The Carsharing Company shall conduct an annual membership survey during the ninth (9th) month of each Permit year. The Carsharing Company shall analyze, prepare, and present the results of the survey in a format agreed to by DDOT no later than the end of the tenth (10th) month of each Permit year.

The Carsharing Company shall submit survey questions to DDOT for review and approval prior thirty (30) days prior to initiating the survey.

The survey shall include but is not limited to the below questions and any other questions required by the District.

1. What are your reasons for using [Carsharing Company]?
2. How many cars did you own prior to becoming a member of [Carsharing Company]?
3. How many cars do you own now?
4. Did you sell your car as a result of becoming a member of [Carsharing Company]?
5. Was the purchase of a vehicle planned prior to membership and then abandoned due to your membership with [Carsharing Company]?
6. Has your number of auto trips increased, declined, or remained the same after membership with [Carsharing Company]?
7. Has your number of walking, biking and transit trips increased, declined, or remained the same after membership with [Carsharing Company]?
8. What is your primary mode of transportation?

2.2(d) Data Reports

Per the Data Standards and Requirements, the Carsharing Company shall provide monthly reports within the first ten (10) days after the end of each month. The Carsharing Company shall provide these reports as five (5) separate RFC 4810-compliant, UTF-8 encoded CSV files. The Carsharing Company shall provide these reports in the formats detailed in Attachment B and with templates provided in Attachment B.

As indicated in the Carsharing Vehicle Sticker section of this Permit, the physical Carsharing Vehicle Stickers may be replaced by an electronic system that allows the same permissions as the Carsharing Vehicle Sticker at any time during the Permit. If this switch from physical Carsharing Vehicle Stickers to this electronic system occurs, the Carsharing Company shall:

1. Start continuously providing fleet data to the District for each Carsharing Vehicle entering service within five (5) days of that Carsharing Vehicle entering service. The Carsharing Company shall provide the District with this data following the guidelines indicated in the Data Report and the Data Requirements Fleet Data section of this Permit.

(i) Data Requirements Fleet Data

The Carsharing Company shall provide a report titled "[YYYY-MM]_[Carsharing_Company]_fleet.csv."

Example: "2019-10_Delorean_Carsharing_Company_fleet.csv." This would be the Fleet Data report for October 2019 from the DeLorean Carsharing Company.

This file shall consist of one row of data for each Carsharing Vehicle with the headers detailed in Attachment B.

The Carsharing Company shall provide propulsion type for each Carsharing Vehicle as part of this report. The options for this field are all-electric, plug-in_hybrid, traditional_hybrid, internal_combustion, or other. See below for a further description of these options.

1. all-electric – Vehicles that are powered by electricity only. They consume no petroleum-based fuel and produce no tailpipe emissions.
2. traditional_hybrid – Vehicles that are powered by both fuel combustion and electricity. The electric energy is generated by the car's own braking system to recharge the battery.
3. plug-in_hybrid – Vehicles that are powered by both fuel combustion and electricity. These vehicles recharge the battery through both regenerative braking and "plugging in" to an external source of electrical power.
4. internal_combustion – Vehicles that relies on the ignition and combustion of fuel within an engine to create energy for the propulsion of the vehicle
5. other – Any other propulsion type

(ii) Data Requirements Trip Data

The Carsharing Company shall provide a report titled "[YYYY-MM]_[Carsharing_Company]_trip.csv."

Example: "2019-10_Delorean_Carsharing_Company_trip.csv." This would be the Membership Data report for October 2019 from the DeLorean Carsharing Company.

This file shall consist of one row of data with the headers detailed in in Attachment B for at least each trip starting or ending in Washington, DC.

The Carsharing Company shall provide trip type information as part of this report. The options for this field are member, service, rebalancing, for_hire, and other. See below for a further description of these options.

1. member – A revenue generating trip by a customer of the Carsharing Company
2. service – A non-revenue generating trip
3. rebalancing – A non-revenue generating trip to rebalance the vehicle per the Committed Service Level Rebalancing or Other Rebalancing requirements
4. for_hire – A revenue generating trip by a customer of the Carsharing Company using the vehicle as a for-hire vehicle
5. other – Any other trip

(iii) Data Requirements Parking Data

The Carsharing Company shall provide a report titled "[YYYY-MM]_[Carsharing_Company]_parking.csv."

Example: "2019-10_Delorean_Carsharing_Company_parking.csv." This would be the Parking Data report for October 2019 from the DeLorean Carsharing Company.

This file shall consist of one row of data for each parking event within the District with the headers detailed in Attachment B.

(iv) Data Requirements Membership Data

The Carsharing Company shall provide a report titled YYYY-MM-[Carsharing_Company]_membership.csv."

Example: "2019-10_Delorean_Carsharing_Company_membership.csv." This would be the Membership Data report for October 2019 from the DeLorean Carsharing Company.

This file shall consist of one row of data with the headers detailed in in Attachment B.

(v) Data Guidelines

The Carsharing Company shall comply with the below guidelines for the data in the required monthly reports.

(1) Location

All longitude and latitude data shall be provided as decimal degrees to at least six decimal points.

(2) Date

Dates and times shall be UTC ISO 8601-compliant datetimes, i.e., formatted as YYYY-MM-DDTHH:MM:SSZ, and shall be accurate to at least the minute.

If a trip or parking event spans a month boundary, please include it in the report for the month it started in. That is, if a trip started at 2019-08-31T23:55:01Z and ended at 2019-09-01T00:05:43Z, please include it in the August report and not the September report.

(3) Distance

All distances shall be provided in meters. All distances shall be provided to at least two decimal points.

Section 2.3 Attachments

The following list of attachments is incorporated into the Permit by reference.

Attachment Number	Document
A	District of Columbia Required Carsharing Service Area Map
B	District of Columbia Carsharing Data Formats

Section 2.4 Fees Explanation

The Permit fees are detailed below. The District will invoice each month. The Carsharing Company shall make payment within thirty (30) days of receiving the invoice. Any percentage-based fees or discounts will be applied separately from one another and the percentages will not be stacked. All fees and discounts will be applied to the monthly invoice.

The Carsharing Company shall pay to the District the following fees:

2.4(a) Carsharing Vehicle Residential Parking Fees

The Carsharing Vehicle Residential Parking Fee for this Permit shall be eight (8) times the value of a standard Residential Permit Parking (RPP) permit, per year, per Carsharing Vehicle. For calendar year 2020, the cost of an RPP permit is thirty-five dollars (\$35), and the cost of the Carsharing Residential Parking Fee is two hundred and eighty dollars (\$280), per year, per Carsharing Vehicle. This fee will be updated each permit year to reflect any change in the cost of a standard RPP permit.

This fee will be applied based on the total days the fleet Carsharing Vehicles are in public space in the report month. This fee will be applied regardless of time spent in RPP zones.

2.4(b) Meter Recovery Fees

Meter recovery fees are based on the actual time Carsharing Vehicles are parked at meters. These fees are to be assessed for the fleet at the end of each month and will reflect the total meter usage for that month. The Carsharing Company shall track actual parking events of their Carsharing Vehicles and report parking activity to the District monthly. The District shall provide the location of all active metered parking spaces in API format.

Article 3. Key Officials and Contact Persons

All notices, requests, modifications, and other communications that are required to be in writing shall be personally delivered or mailed via first class mail or emailed to the addresses below:

For DDOT

For Permit Holder

KEY OFFICIAL

KEY OFFICIAL

Jeffrey Marootian, Director 55 M Street, SE Washington DC 20003 202-671-2740 (office) 202-671-0617 (fax) jeff.marootian@dc.gov	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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CONTACT PERSON

CONTACT PERSON

Joseph Kerwin 55 M Street, SE Washington DC 20003 202-713-2224 (primary) joseph.kerwin@dc.gov	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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Permit Holder may change the persons, addresses, and numbers for receipt of notices, requests, modifications and other communications by written notice to DDOT at the last noticed address.

Article 4. Effective Date, Term of Permit, and Modification

The Permit and these terms and conditions shall be effective on the date the permit was issued and shall remain in effect until December 31, 2020.

Any modification of this Permit shall be valid only if approved by DDOT in writing.

Article 5. Required and Standard Clauses

Section 5.1 Monitoring and Records

Permit Holder will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. DDOT shall maintain records of all actions taken pursuant to the Permit and these terms and conditions and shall make records available to Permit Holder for inspection, if requested.

Section 5.2 Assignment

No transfer or assignment of the Permit, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by DDOT.

Section 5.3 Confidential Information

DDOT and Permit Holder will use, restrict, safeguard and dispose of all information related to the Permit and these terms and conditions, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either DDOT or Permit Holder in the performance of responsibilities associated with the Permit and these terms and conditions shall remain the property of DDOT.

Section 5.4 Indemnification

The Permit Holder shall defend, indemnify and hold harmless the District, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively “the Indemnified Parties”), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney’s fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of public space by the Permit Holder’s vehicles.

The Permit Holder also agrees to hold harmless the District and its officers and employees for any loss or damage to persons or property, arising out of or in any way related to the Permit Holder’s use of the public space, public right-of-way, or public structure, or the discontinuance of any use.

Section 5.5 Severance of Terms and Compliance with Applicable Law

The Parties shall comply with all applicable laws, regulations, and rules. This Permit is subject to all laws, regulations, and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of this Permit is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Permit. Meeting the terms of this Permit shall not excuse any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in this Permit

Section 5.6 Entire Permit

This Permit constitutes the entire Permit between the Parties with respect to the subject matter hereof and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties as an amendment to this Permit.

Section 5.7 Remedies

If the Permit Holder shall materially default in its obligations under this Permit and such default is not cured within a reasonable time following notice by DDOT, then DDOT may by action, writ, or other proceeding, enforce its right to require the Permit Holder to carry out and perform such obligations pursuant to this Permit, or revoke the Permit.

Section 5.8 No Right, Title or Interest

The Permit Holder expressly acknowledges that this Permit does not constitute a conveyance of real property since District officials do not have the authority to convey District real property, in whole or in part, absent District of Columbia Council approval as required by D.C. Official Code § 10-801.

Section 5.9 Amendments and Modifications

No amendment, alteration or modification to this Permit shall be effective unless agreed to in writing by both Parties.

Article 6. Affirmations

Section 6.1 Authority

Permit Holder has the power to enter into this Permit and the undersigned has full power, authority and legal right to enter into this Permit and to undertake the implementation of the Permit contemplated herein.

Section 6.2 Tax Certificate

Permit Holder certifies that it has paid all of its taxes and is in good standing with the Office of Tax and Revenue as of the date of this Agreement and has a Clean Hands Certificate from the Office of Tax and Revenue dated this year.

Section 6.3 Good Standing

Permit Holder certifies that it is in good standing with the Department of Consumer and Regulatory Affairs and has a Certificate of Good Standing from the Department of Consumer and Regulatory Affairs dated this year.

Article 7. Termination

Notwithstanding the provisions in Article III and the Revocation clause of the Permit, DDOT may terminate the Permit and these terms and conditions in whole or in part by giving reasonable advance written notice to Permit Holder.

Article 8. Signatures

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date specified below. By signing below, [PH NAME] agrees to be bound by these terms and conditions.

By: _____ Date: _____

Printed Name: _____

Authorized Representative: [PH NAME]

SAMPLE