Framework for Dockless Bike Share Pilot – Phase Two

The City of Calgary is interested in testing the viability of dockless, free-standing, Bicycle share through a two-year Pilot. For the Pilot, The City will allow Permit Holders, up to a set limit of Bicycles, to access the street network, parks and pathways through a Permit to operate within The City. Public Bike Share was originally identified in The City of Calgary Cycling Strategy approved in 2011. Action C-11 of the Cycling Strategy is to “implement a public Bike Share system in the Centre City”. A public Bike Share would act as an extension of the public transportation system and serves as a new mobility option for residents and visitors to our City. In 2012, Calgary’s City Council gave the direction that Bike Share in The City be owned and operated by a third party. Council also indicated that no public money be used for the financing of Bike Share stations or Bike Share Bicycles. In July 2018, City Council approved a two-year Dockless Bike Share Pilot.

Components of Framework for Dockless Bike Share Pilot

This Framework for Dockless Bike Share Pilot is divided into four components.

I. Pilot Overview;
II. Dockless Bike Share Pilot Application Process – Phase Two;
III. Dockless Bike Share Pilot Requirements – Phase Two;
IV. Appendices including:
   A. Sample Permit with Conditions;
   B. Indemnity and Release of Liability, Waiver of Claims and Assumption of Risk for all Customers;
   C. Insurance Requirements;
   D. Parking Reference Material;
   E. Data Record Tables;
   F. Center City Winter Service Area; and
   G. Sample Corporate Signing Authority Affidavit and Witness Affidavit.

The Applicant must review, understand and agree to each of these components as they all relate to the application and operation of the Pilot.

I. Pilot Overview

The Pilot will allow The City to permit private industry with the appropriate approvals required to explore new ways of providing flexible, affordable, and accessible mobility options and assess whether these new options help achieve The City’s stated mobility goals in the Calgary Transportation Plan and Cycling Strategy. The goal of Bike Share, and potential other shared Mobility Devices, is to increase mobility options for residents and visitors alike.

The Pilot is expected to generate citywide benefits including:

1. Reducing the number of private vehicles and congestion on roadways;
2. Facilitate transit trips by solving the first/last mile problem;
3. Save time on short trips;
4. Reduce the cost of transportation to Calgarians;
5. Reduce the amount of greenhouse gasses (GHG) that are released into the air by motor vehicles; and
6. Improve people’s physical health by being more physically active.

The operation period for the Pilot is planned from late September 2018 until October 31, 2020. The City will evaluate the permitting process and assess if the Dockless Bike Share Pilot is meeting The City’s expectations for safety, reliability, availability and public acceptance. A mid-Pilot update to City Council is planned to be included as part of the Cycling strategy annual update and a final report on the Pilot will be brought to City Council at the end of 2020. Depending on the results of the evaluation, next steps could include entering into a long-term agreement to continue providing shared Bicycles or other mobility devices) in The City.

The City is seeking Applicants who have previous experience designing, building, operating, maintaining, managing and marketing modern Bike Share Systems in other jurisdictions to apply to participate in the Pilot. To be considered for a Permit in Phase Two of the Pilot, Applicants can begin applying on Tuesday, May 07, 2019.

Phase Two of the Pilot is planned to begin June 1, 2019. Phase Two of the Pilot will require a re-application for existing Permit Holders that operated in Phase One. Permit Holders in Phase One are not guaranteed a Permit in Phase Two of the Pilot. It should be noted the Phase Two Framework document includes changes such as updated Permit Requirements and Permit Conditions.

While this Framework outlines the Pilot requirements and Permit conditions, The City may at any time adjust any of the requirement and conditions contained within this Framework based on feedback from the Citizens of Calgary, safety concerns, changing needs and priorities, and to accommodate advancements in technology.
A. Bike Share Timeline in Calgary

B. Definitions

In the Framework defined terms are bolded and capitalized and have the following meanings:

“Applicant” means a person or corporation that completes a Pilot application form for a Permit to operate pursuant to the Pilot.

“Bicycle” means any cycle propelled by human power on which a person can ride, regardless of the number of wheels it has.

“Bike Share” means a system of Bicycles, placed in the public right-of-way in a defined Service Area, that are made available for Customers to rent in short time increments.

“Customer” means a person or corporation that rents a Bicycle from a Permit Holder for any amount of time.

“Furniture Zone” means the area for all street furniture, street lights, recycling and waste receptacles, Bicycle racks, and acts as a buffer between the roadway and the pedestrian sidewalk. (See appendix D).

“Geo-fencing or Geo-fence” means a virtual geographic boundary, defined by The Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables a Permit Holder to cause certain actions when a shared Bicycle in its fleet enters or leaves an area, including regulating speed or issuing notifications.

“In-App” means the Permit Holders piece of software for a Customers phone that will have to be downloaded in order to connect to the Permit Holders Bike Share system.
“Indemnified Parties” means The City and The City’s elected officials, officers, agents, employees, and volunteers.

“Main Season” means Bike Share operations conducted from March 1 through to November 30 of a calendar year.

“Maximum Fleet Size” means the total number of a Permit Holder may have in operation, inclusive of any out of operation for maintenance.

“Power Bicycle” means a vehicle that is a power-assisted Bicycle as defined in Motor Vehicle Safety Regulations C.R.C., c. 1038.

“Permit Holder” means an Applicant who has been issued a Permit to conduct Bike Share operations during the Pilot.

“Permit” means a permit issued to allow for a Permit Holder to conduct Bike Share operations on highways, parks and pathways, based on the required permissions under Calgary Bylaws including but not limited to section 5(b)(5) of the Street Bylaw 20M88, section 29 of the Calgary Traffic Bylaw 29M96 and Section 49 of the Parks and Pathways Bylaw 20M2003.

“Phase One” means the first phase of the Pilot operating late September 2018 through May 31, 2019.

“Phase Two” means the second phase of the Pilot operating June 1, 2019 through October 31, 2020.

“Pilot” means a two-year, two-phase Dockless Bike Share Pilot operating from late September 2018 through October 31, 2020.

“Rebalancing” means the redistribution of Bicycles to respond to Customer needs within the Service Area and to address locations that have too many or too few parked.

“Service Area” means the geographic area that a Permit Holder designates where they will allow a Customer to start or end a Trip.

“Trip” means the action of a Customer renting a Bicycle by unlocking (“Trip start”), traveling during that period “Trip time” and ending the rental in its final parking location (“Trip end”).

“The City” or “City” means the municipal corporation of the City of Calgary or the area contained within the City boundaries as the context requires.

“Winter Season” means operations conducted from December 1, 2019 through to February 29, 2020.
II. Dockless Bike Share Pilot Application Process – Phase Two

A. General Information

This application process for Permit covers operations for Phase Two of the Pilot. Each Bike Share Applicant interested in being permitted to operate in Phase Two of the Pilot can submit an application to The City, at bikeshare@calgary.ca starting Tuesday, May 07, 2019. Applications will be reviewed on a first come, first serve basis. The City may request additional information from Applicants in order to make an evaluation.

Upon reviewing all applications, The City may need to update or amend the Pilot Requirements and Permit Conditions. If this occurs, The City will provide sufficient notice to the Applicant to review the changes and determine if they still wish to proceed in the Pilot.

For Phase Two, the minimum permitted fleet size is 250 Bicycles per Permit Holder. An Applicant may apply up to the Maximum Fleet Size of 1500 Bicycles. Importantly, The City may, at any time, adjust the fleet size for all Permit Holders during Phase Two of the Pilot in order to ensure the success of the Pilot.

The City may make exceptions to the minimum fleet size requirements for any specialty Bicycles that do not meet the Bicycle specifications in the Permit requirements, such as fat tire winter Bicycles, cargo, adaptable or recumbent Bicycles or other personal mobility devices, subject to compliance with all Federal, Provincial and City legislation and any other requirements and conditions including specifications set by The City.

Applicants must review all Federal, Provincial and City legislation relevant to operating in the Pilot. Nothing in this Framework, including the Permit Requirements and Permit Conditions, relieves an Applicant from conducting their own due diligence and reviewing all applicable legislation. The City encourages the Permit Holder to seek legal advice before making an application to the Pilot.
B. **How Applicants Are Selected**

**IMPORTANT CONSIDERATIONS BEFORE APPLYING**

BY COMPLETING THE APPLICATION TO PARTICIPATE IN THE PILOT PROJECT, THE APPLICANT IS WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUED OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY

The Dockless Bike Share Pilot is a planned two-year, two-phase Pilot project designed to test Bike Share operations in Calgary. The City intends to monitor and evaluate the Pilot throughout the two-year timeline, making any necessary adjustments to the Pilot to ensure an appropriate evaluation can be made. The City offers no guarantees regarding the duration, success or viability of the Pilot and the Applicant must conduct their own due diligence regarding the potential risks and liabilities of participating in the Pilot. In addition, The City makes no guarantees as to the accuracy of any information or representations provided by The City in the past, now or in the future and cannot be held liable for any misrepresentations. The Applicant must agree to the following Release of Liability, Waiver of Claims and Assumption of Risk to submit an Application to the Pilot:

**Assumption of Risk**

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

**Release of Liability and Waiver of Claims**

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

2. By applying to the participate in the Bike Share Pilot, the Applicant acknowledges and agrees that the duration and success of the Pilot is not guaranteed, and The City may choose not to implement, maintain or complete the Pilot for any reason whatsoever. In addition, The City, at The City’s sole discretion, may do any of the following at any time:

   1. Modify any terms of the Pilot including any information contained within this Framework document such as:
a. Change the dates of the Pilot;
b. Cancel the Pilot;
c. Adjust the fleet size of any Permit Holder;
d. Changes to the Pilot Requirements including changes to any parking requirements;
e. Changes to the Permit Conditions; or
f. Change any fees imposed under the application process, the Permit Requirements or the Permit Condition.

By completing a Pilot Application Form, the Applicant, or Permit Holder should the Applicant receive a Permit, agrees to the requirements laid out above.

C. General Application Requirements

The application fee is $600 per Applicant. The cost of a re-application is $300 per Applicant. Re-applications may be made to increase fleet sizes within the same phase that a Permit is granted. Fees are due when an Applicant submits an application for a Permit. An Applicant must meet the application requirements and are required to read, understand and agree to all information and requirements contained within Dockless Bike Share Pilot Framework.

An Applicant is not guaranteed the issuance of a Permit, and The City may refuse to issue a Permit for any reason including:

1. If the Applicant has failed to comply with the laws of any other jurisdiction any;
2. If the Applicant has previously commenced Bike Share operations without the proper approvals;
3. If the Applicant is unable or unwilling to agree to any of the terms and conditions of the Framework for Dockless Bike Share Pilot; or
4. If The City for any other reason believes the Applicant will be unable to provide safe, equitable and reliable service.

An Applicant must be and remain a member in good standing for the full duration of the Permit to operate with the North American Bikes Share Association (NABSA), or a comparable transportation association, the proof of which may be requested by The City at any time. The purpose of this requirement is to ensure that companies adhere to guidelines that help Bike Share systems operating in large cities be safe, equitable, and reliable.

The Applicant must certify that all Bicycles provided (including Power Bicycles, fat tire Bicycles, and other iterations of Bicycles) meet the requirements identified in the Bicycle Specifications section of the Pilot Requirements.

Applicants must determine what seasons they plan to operate and inform The City on the application form. The Main Season is intended to be from March 1 to November 30 in any calendar year.
D. Application Materials

Application materials must be submitted in English, by email to, bikeshare@calgary.ca in PDF format.

An application must include the following elements:

1. A completed Pilot application form;

2. Application fee payment delivered by courier to:

The City of Calgary, Transportation Planning
P.O. Box 2100, Station M, #8124
Calgary, AB  T2P 2M5

3. Images and description of Bicycles that will be used in their fleet. This must include the following specification description:

   a. Overall dimensions of the Bicycle with all components intact;
   b. Bicycles weight with all components intact;
   c. The diameter of each wheel;
   d. The width of each wheel and tire;
   e. The distance between the centers of the front and rear wheels (“wheelbase”);
   f. The Bicycles maximum load capacity;
   g. The number of gears and gear ratios (if applicable);
   h. The power source and recharge procedure for all electrical components, including lights, batteries, and location tracking unit;
   i. The location tracking component, including transmission frequency, geographic accuracy, and margin for error;
   j. The location of any cargo-carrying component or area and the maximum cargo load;
   k. The proposed location of all required information the Permit Holder is to provide on the Bicycle as stated in Bicycle Specifications section of the Pilot Requirements;
   l. If the fleet includes Power Bicycles, the motor wattage, maximum assisted speed, power source, operating range, and user control mechanism;
   m. Any other specifications deemed relevant; and
   n. Evidence of compliance with applicable Bicycle attributes defined in the Bicycle Specifications section of the Pilot Requirements.

4. Operations plan, including:
   a. Service Area map;
   b. Images of the In-App interface;
   c. Maintenance plan;
   d. Staffing plan; and
   e. Winter Season operation plan (if applicable).

5. Parking and relocation plan that describes how the Applicant will:
a. Ensure their staff will park the Bicycles legally;
b. Employ Geo-fencing capabilities;
c. Detect and re-park improperly parked Bicycles and meet response-time requirements as defined in the Permit Requirements; and
d. Encourage Customers to report safety, parking, and maintenance concerns.

6. Education plan that describes how the Applicant will Ensure Customers are aware of:
   a. Proper riding behavior on streets and pathways;
   b. The rules for where to park Bicycles safely and correctly; and
   c. Helmet laws and requirements.

7. Proposed rental rate structure including daily, monthly or annual pass costs. This must also provide any discount rates for low income residents, students, and corporate groups; and

8. Proposed payment plan outlining how the Applicant will provide service to those without smartphones and those without a credit card.

9. Corporate Signing Authority Affidavit and Witness Affidavit. (Example in appendix G.)

An Applicant who is approved for a Permit must submit the following additional materials and fees before the Permit will be issued.

1. A signed and recorded indemnity found in appendix B;

2. Proof of insurance which meets the requirements set out in appendix C;

3. The security deposit fee as outlined in the Fee Schedule below; and

4. The Permit and Bicycle parking fees as outlined in the Fee Schedule section of the Permit Requirements and the summary table below.
E. Fee Schedule

A summary table of the fees is provided below. See Fee Schedule in Permit Requirements for further details.

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<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
<th>Fee Information</th>
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| Application for Phase Two       | $600 per application $300 per re-application. | • Fees due at time of application  
• Applications required for each phase of the Pilot  
• Re-applications are for requests to increase fleet sizes or make adjustments to their Service Area |
| Phase Two Permit                | $15 per Bicycle based on approved fleet size | • Due before a Permit is issued or when fleet size increases  
• Required for each phase |
| Bicycle Parking Improvements    | $10 per Bicycle based on approved fleet size | • One-time fee  
• Due before a Permit is issued or when fleet size increases |
| Phase Two Security Deposit      | $25 per Bicycle to a maximum of $15,000 per Permit Holder | • Due before a Permit is issued or when fleet size increases  
• Security Deposit paid for Bicycles in Phase One will be rolled over into Phase Two |

Fees collected will help run the Pilot and will offset costs incurred by The City during the Pilot. All Permit fees and applications fees are non-refundable. The security deposit fee is refundable less any deductions.

Example Fee Calculation

Permit Holder A’s application has been approved for Phase Two and has already paid the application fee of $600 for a fleet size of 900 Bicycles. Permit fees would be as follows:

• Phase Two Permit Fee - $15 x 900 Bicycles = $13,500
• Bicycle Parking Improvements Fee - $10 x 900 Bicycles = $9,000
• Phase Two Security Deposit - $25 x 900 Bicycles = $22,500 but only required to pay a maximum of $15,000

Permit Holder A would be required to pay $37,500 before the Permit is issued.
Later on in Phase Two, Permit Holder A would like to increase to the Maximum Fleet Size of 1500 Bicycles. Extra Permit fees would be as follows:

- Re-Application fee of $300
- Phase Two Permit Fee - $15 x 600 Bicycles = $9,000
- Bicycle Parking Improvements Fee - $10 x 600 Bicycles = $6,000

Applicants please note: As per Phase Two Security Deposit Fees, Permit Holder A would not be required to pay any additional security deposit because they reached a maximum of $15,000, however, this is assuming no costs had been deducted against the initial Security Deposit.

Permit Holder A would be required to pay $15,300 before the 600 Bicycles can be made available for Customer use.

Permit Holder B’s application has been approved for Phase Two and previously operated a fleet of 250 Bicycles in Phase One. They already paid the Phase Two application fee of $600 for a fleet size of 200 Bicycles plus they plan to keep the original 250 Bicycles from Phase One in operation during Phase Two. Permit fees would be as follows:

- Phase Two Permit Fee - $15 x (200 new Bicycles + 250 Bicycles operating from Phase One) = $6,750
- Bicycle Parking Improvements Fee - $10 x 200 Bicycles = $2,000. NOTE: This is a one time fee, so the 250 Bicycles have already been paid for in Phase One Permit Fees.
- Phase Two Security Deposit - $25 x 200 Bicycles = $5,000. NOTE: The Security Deposit paid for 250 Bicycles operated in Phase One will be rolled over into Phase Two.

Permit Holder B would be required to pay $13,750 before the Permit is issued.
F. Pilot Application Form

BY COMPLETING THIS APPLICATION FOR THE PILOT PROJECT, THE APPLICANT IS WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY

Release of Liability, Waiver of Claims and Assumption of Risk by Making Application to Participate in Pilot

The Dockless Bike Share Pilot is a planned two-year, two-phase Pilot designed to test Bike Share operations in Calgary. The City intends to monitor and evaluate the Pilot throughout the two-year timeline, making any necessary adjustments to the Pilot to ensure an appropriate evaluation can be made. The City offers no guarantees regarding the duration, success or viability of the Pilot and the Applicant must conduct their own due diligence regarding the potential risks and liabilities of participating in the Pilot. In addition, The City makes no guarantees as to the accuracy of any information or representations provided by The City in the past, now or in the future and cannot be held liable for any misrepresentations. The Applicant must agree to the following Release of Liability, Waiver of Claims and Assumption of Risk in order to submit an application to the Pilot:

Assumption of Risk

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

Release of Liability and Waiver of Claims

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

2. By applying to the participate in the Bike Share Pilot, the Applicant acknowledges and agrees that the duration and success of the Pilot is not guaranteed, and The City may choose not to
implement, maintain or complete the Piloth for any reason whatsoever. In addition, The City, at The City’s sole discretion, may do any of the following at any time:

1. Modify any terms of the Pilot including any information contained within the Framework document such as:
   a. Change the dates of the Pilot;
   b. Cancel the Pilot;
   c. Adjust the fleet size of any Permit Holder;
   d. Changes to the Pilot Requirements including changes to any parking requirements;
   e. Changes to the Permit Conditions; or
   f. Change any fees imposed under the application process, the Permit Requirements or the Permit Condition.

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<th>Applicant Information</th>
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<td>Company Name of Applicant (Parent Company Name if Applicable)</td>
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<tr>
<td>Contact Name</td>
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<tr>
<th>Permit Time Frame</th>
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<tr>
<td>☐ Phase Two – June 2019 to October 31, 2020</td>
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<th>Intended Season of Operation (select all that apply)</th>
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<td>☐ Main Season (June 1, 2019 through to November 30, 2019 and March 1, 2020 through to October 31, 2020)</td>
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<tr>
<th>Proposed Fleet Size</th>
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<td># of standard Bicycles:___________</td>
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Other type of Bicycles, please specify type:_________________________ and # of:_________
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<tr>
<th>Local Operations Information</th>
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<tr>
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<td>Phone Number</td>
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<td>Email Address</td>
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THE APPLICANT, HEREBY MAKES AN APPLICATION FOR A PERMIT TO PARTICIPATE IN THE PILOT, AND ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS OF THIS APPLICATION AND VOLUNTARILY WAIVES SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUIT THE CITY AND ANY OTHER RELEASEE.

Per:

Witness Signature __________________________ (Corporate seal or Signature of Authorized Corporate Agent)

(Print name here) __________________________ (Print name here)

Per:

(2nd Signature of Authorized Corporate Agent if required)

(Print name here)

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<th>Tracking Information (Staff Only)</th>
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III. Dockless Bike Share Pilot Requirements – Phase Two

A. General Requirements

**Permit Holders** must ensure compliance with all Federal, Provincial and City legislation and must ensure they inform Customers of all applicable Federal, Provincial and City legislation relevant to operating in the Pilot. Nothing in this Framework, including the Permit Requirements and Permit Conditions, relieves a Permit Holder from conducting their own due diligence and reviewing all applicable legislation. The City encourages the Permit Holder to seek legal advice before commencing Bike Share operations.

Bike Share systems must be available for rental to the public 24 hours per day, 7 days per week during permitted operations to Customers that sign up for the service.

Permit Holders are responsible for informing all Customers about all helmet laws, as amended, including The Province of Alberta’s mandatory Bicycle helmet law for any cyclist under the age of 18 and anyone, regardless of age, operating a Power Bicycle.

Permit Holders must not display third party advertising, sponsorships, or sponsored content on Bicycles without written approval from The City.

Permit Holders must agree to indemnify The City and its employees for any loss or action arising out of the Pilot as set out in appendix B.

Permit Holders must prove and continuously maintain commercial liability insurance throughout the entire term of the Pilot that meets the requirements set out in appendix C.

Permit Holders must provide three (3) free membership accounts to The City to assist in the review of compliance of all conditions set out in the Framework for Dockless Bike Share Pilot.

Permit Holders must review and remain compliant with the Personal Information Protection (PIPA) Act, S.A. 2003 c P-6.5, which governs private-sector organizations, throughout the entire length of the Pilot.

Permit Holders must require all Customers, as a term and condition of using any Bicycle supplied in the Pilot, to sign a release of liability, waiver of Claims and assumption of risk against The City as set out in the indemnity in appendix B.

Permit Holders must hold The City harmless for any damage that may occur to its Bicycles from routine maintenance on the roadways, pathways, sidewalks and boulevard spaces.

Any changes to the Pilot will be communicated via email at the address provided at the time of Application unless the Permit Holder provides a subsequent email address for notification.
B. Compliance and Rights of Removal

Permit Holders must respond to pedestrian obstructions and safety concerns as soon as possible but no later than two (2) hours from when they become aware of an issue.

The City will monitor citizen feedback, review on-going Permit Holder data requirements, and perform field audits as necessary to ensure Permit Holders remain in compliance of all Permit Conditions and Pilot Requirements.

The City may remove or re-park any Bicycle parked in violation of the Permit or other City Bylaws at any time. The City will deduct from the Permit Holders security deposit for any fees, resources, and staff time related to the removal of the Bicycles.

If the Permit Holder fails to comply with any conditions of the Permit, in addition to revocation of the Permit, The City may modify the Permit conditions including reducing fleet sizes, adding additional Permit conditions or revoking the Permit. If the Permit is revoked for failure to comply with the conditions of the Permit or for any other reason, the Permit Holder must remove its entire fleet from all City streets, parks and pathways within 14 days of notice, unless otherwise directed by The City. Importantly, in the case of an emergency or immediate threat to public safety, The City may take any action necessary it deems necessary to remove the emergency or threat.

C. Bicycle Specifications

Permit Holders must ensure all Bicycles that are made available for the Pilot, meet the following conditions:

1. Compliance with International Organization for Standardization - ISO 43.150 – Cycles, subsection 4210;
2. All requirements set forth by Alberta government Vehicle Equipment Regulation, Alta. Reg. 122/2009 including but not limited to Division 5;
3. Permit Holders must display easily visible contact information including a toll-free phone number and e-mail address on each Bicycle so that Customers or other members of the public can report issues or make relocation requests;
4. All Bicycles used in the Pilot must have the following features:
   a. Adjustable seat posts;
   b. All-weather tires
   c. Front and Rear Fenders;
   d. Cargo basket;
   e. Kickstand that can keep the bike upright when it is windy;
   f. Bell or sound-making device;
   g. Reflective decals for the Bicycle and both tires;
   h. Lights on the front and back that turn on automatically and stay on while in operation;
i. Each Bicycle must be easily identifiable to which company owns it and have a unique identifier number that is clearly displayed and visible to the Customer on the Bicycle; and

j. Active location tracking component capable of providing real-time location data of the Bicycle, even when it’s not in use.

k. Permit number issued by The City to the Permit Holder.

If Permit Holders have fleets that consist of Power Bicycles they must meet all conditions outlined above, as well as meet any additional Federal, Provincial and City legislation related to Power Bicycles.

Power Bicycles must have a battery level indicator at least shown in the Permit Holders In-App software, if not on the Bicycle itself.

D. Parking Requirements

Permit Holders are responsible for informing Customers on how to park a Bicycle properly within their Service Area.

Bicycles belonging to the Permit Holders may be parked on City Sidewalks, in City Parks and adjacent pathways, subject to all Federal, Provincial and City Legislation and any further parking requirements set out below.

The Permit does not authorize the parking of Bike Share Bicycles on property other than City owned property. It is expected that Permit Holders will seek and maintain agreements with third parties, such as university campuses, Stampede grounds, East Village (CMLC), the airport, malls and on all other private property.

Permit Holders must have In-App ability to communicate by text or alert to let the Customer know if a Bicycle is parked in a non-permitted area.

Permit Holders must Geo-fence designated parking areas, no parking and no riding zones, or other locations at the request of The City. Permit Holders will be responsible for marking these areas appropriately on their In-App software within 24 hours of notice and ensure Customers are informed on how to operate in these areas.

All parked Bicycles must remain in an upright position with both wheels in contact with the ground.

Any Bicycle that is parked in one location for more than five (5) consecutive days without moving must be removed from that location by the Permit Holders. If the Bicycle remains in one location after five days, it may be removed by The City and taken to a City storage area at full expense to the Permit Holder.

Permit Holders must inform the Customer of the requirements and operating hours when Bicycles are permitted on light rail transit vehicles.

Permit Holders must review and understand the Public Realm Design section outlined in Section 3.6.4 in the 2014 Complete Streets Guide. The zones of the public realm are also shown in appendix D of the Framework, Figure 1.1 and Figure 1.2.
The following zone definitions are required for the interpretation of parking requirements for sidewalks and streets. They are as follows:

1. Sidewalk zone means the area for pedestrian movement and requires at least a 2 metre space between the Frontage zone and Furniture zone to be clear of all obstacles, and parked Bicycles at all times;

2. Furniture Zone means the area for all street furniture, street lights, recycling and waste receptacles, Bicycle racks, and acts as a buffer between the Roadway and the Sidewalk zone. The surface of this zone may be concrete, asphalt, gravel or grass covered;

3. Frontage zone means the area for outdoor seating and display, as well as signage. This zone can be either public or private property but this Permit does not allow for Bicycles to be parked in this zone;

4. Edge zone means the interface area between the Parking/Driving zones and the Sidewalk/Furniture Zones. It is measured as 0.6 metres from the face of curb and must be clear of parked Bicycles at all times;

5. Parking zone is the area for the parking of vehicles; and

6. The driving zone is the area for vehicle operations and movements.

**Sidewalk Parking**

**Permit Holders** that do not require Bicycles to be locked to a fixed object must ensure that:

1. Bicycles are parked in a Furniture Zone and must not be parked in a way that obstructs or interferes in the Sidewalk zone or Edge zone at any time;

2. In the absence of a Furniture Zone, Bicycles must not be parked in a way that impedes pedestrians moving through the Sidewalk zone and Frontage zone to access any buildings. Bicycles must be parked parallel to the curb line leaving at least 2.0 metres of sidewalk zone unobstructed for pedestrian movements. Bicycles must not be parked where these minimum distance requirements cannot be met.

**Permit holders** that require Bicycles to be locked to a fixed object must ensure that Bicycles are not locked to anything other than a City Bicycle rack or in a designated parking area. Bicycles must not be locked to:

1. Transit stop signs or shelters;
2. Benches;
3. Fire hydrants;
4. Ramp or staircase railings;
5. Traffic control signs;
6. Patios;
7. Utility infrastructure;
8. Street lights and power poles; and

**Street Parking**

Parking Bicycles on the street in the Parking Zone will be allowed in residential areas, wherever a vehicle may be legally parked. On streets where a Residential Parking Permit is required for vehicles, Bicycles Framework for Dockless Bike Share Pilot – Phase Two

ISC: Protected
may only be parked in the Parking Zone within 5 metres of an intersection. However, Bicycles may not be parked on a street within a Park Plus payment zone.

Bicycles must not be parked in a way that impedes vehicular traffic from moving on the roadway or accessing driveways and must not be parked in the Driving zone at any time.

Bicycles must not be parked in locations within or on:

1. C-Train stations, Bus terminals, MAX stations, and Bus zones, except in designated parking areas;
2. Loading zones;
3. Accessible parking zones;
4. Wheelchair ramps, Bicycle ramps or curb ramps;
5. Bridges;
6. Center median islands;
7. Within 1.5 metres of an access to a garage or driveway;
8. Street furniture that requires pedestrian access (benches, pay parking station, bus shelters); or
9. Within shrub beds or within 0.5 metres of trees.

Within City Park Spaces

Bicycles must not be parked on a pathway or within 1.0 metre of either side of a pathway as shown in appendix D in Figure 1.3.

Bicycles can be parked within the Furniture Zone along the Eau Claire and Riverwalk promenades, the shared use space along the south side of the Bow River from The Elbow River Traverse to 10 St SW, provided that they do not impede pedestrian access to furniture (benches, garbage cans, information signs, etc.). Bicycles must be parked in a way that leaves at least 2.0 metres of unobstructed space for pedestrian movements.

Bicycles must not be parked within shrub beds or parked within 0.5 metres of a tree.

The City may create designated parking areas in any Parks spaces where Bicycle parking causes concerns for operations or the public.

Designated Parking Areas

The City anticipates designating Bicycle parking areas in high pedestrian traffic locations such as business improvement areas, transportation hubs or in other public spaces. The purpose of these parking areas is to provide an orderly and intuitive location to place Bicycles and will not necessarily require racks to physically lock Bicycles.

The City will determine where designated parking areas will be required. Permit Holders will be able to suggest locations but The City will provide final assignments and timelines for installation of these designated parking areas. The City will be responsible for the installation and maintenance of these designated parking areas. Permit Holders will be responsible for marking these areas appropriately on their In-App software. The City may cap the number of Bicycles allowed within each parking area.
No-Riding and No-Parking Zones

The 7 Avenue Transit Corridor does not permit the use of Bicycles as per Transit Bylaw 4M81 14 (14)(a). This corridor also includes the sidewalk immediately adjacent to a station platforms for the train. The City may create designated areas near each station for Bicycles to be parked. Permit Holders must mark this area appropriately on their mobile platform and ensure Customers are informed on how to operate in this area. However, if a Customer wanted to board an LRT vehicle with a Bicycle, they can dismount and walk with the Bicycle onto any platform and board.

Other no-riding and no-parking zones may be designated by The City and the Permit Holders will be responsible for marking these areas appropriately on their In-App software within 7 days of notice and ensure Customers are informed on how to operate in these areas. These zones could be for the long or short term.

Temporary Parking Restrictions

Temporary parking restrictions due to construction, parade, festivals, public gatherings, or other situations affecting the normal operation of the right-of-way, the Permit Holders will be responsible for marking these areas appropriately on their In-App software within 7 days of notice and ensure Customers are informed on how to operate in these areas.

Temporary Fleet Removal

Upon direction of The City due to a major weather event, emergency event, or other situations requiring immediate action, the Permit Holder must collect and secure all, or a portion of, the Permit Holder-owned or controlled Bicycles to a location outside of the public right-of-way or to a location that does not otherwise impede The City’s access and response to the situation for the duration of the event.

AGAIN, THE CITY MAY UPDATE, ADD, AND OR CHANGE ANY PARKING REQUIREMENTS IN RESPONSE TO ISSUES THAT COME TO LIGHT DURING THE OPERATION OF THE PILOT. ANY CHANGES WILL BE CIRCULATED TO PERMIT HOLDERS.

E. Operations and Maintenance

Permit Holders must operate 24 hours a day, 7 days a week during the Main Season. If Permit Holders would like to operate during the Winter Season, they are required to meet additional conditions. These conditions will only be imposed once the Permit Holder has commenced operating in the Pilot.

Permit Holders must have staffed operations located within The City for the purpose of Bicycle maintenance, Rebalancing, collection, and retrieval.

Permit Holders must have visible language on each Bicycle, within the In-App software, and on the website, that requires Customers to follow all the relevant laws including Federal, Provincial, and City legislation.

Permit Holders must have a 24-hour Customer service phone number and email that is monitored 24 hours a day, 7 days a week during their operation season, so the public can report safety concerns, complaints, or ask questions.
**Permit Holders** are required to remedy any **Bicycles** parked in violation of the **Permit** or other **City** Bylaws and must be re-parked in a correct manner or removed by the **Permit Holder** within two (2) hours of receiving notice.

**Permit Holders** must remove any inoperable **Bicycle** or any **Bicycle** that is not safe to operate as soon as possible. Once notified of an issue, the **Permit Holder** must remotely lock down the **Bicycle** as soon as possible, to ensure it cannot be used.

**The City** may remove or re-park any **Bicycle** parked in violation of the **Permit** or other **City** Bylaws at any time. **The City** will deduct from the security deposit for any fees, resources, and staff time related to the removal of the **Bicycles**.

**Permit Holders** must provide **The City** with a direct contact for staff that are capable of **Rebalancing Bicycles**.

**Permit Holders** must rebalance any **Bicycles** within two (2) hours of receiving notice. If notice is brought to the attention of the **Permit Holder** between the hours of 10:00 pm – 6:00 am, **Bicycles** must be rebalanced no later than 8:00 am on the same morning they were notified. **Note**: A **Rebalancing Bicycle** notice is not the same as a **Bicycle** parked in violation of the Permit or safety concern notice.

**Permit Holders** must acknowledge that allowing **Bicycles** to be parked outside increases exposure to snow, water and gravel that may be deposited on the spaces adjacent to streets, sidewalks, and pathways during street clearing activities. These materials can contain hydrocarbons and salt residues which may result in premature wear of **Bicycle** components. **Permit Holders** must take steps to inspect, repair and maintain all **Bicycles** so as to ensure public safety.

**Winter Season Operations**

**The City** recognizes that **Permit Holders** may want to operate during the **Winter Season**. Any operator wishing to do so must meet the following requirements before operations can begin for the **Winter Season**.

**The City** may revise the **Main Season** and **Winter Season** operating dates due to forecasted and actual weather conditions and will inform all **Permit Holders** of any changes.

**The City** will require **Permit Holders** to reduce the **Service Area** to the Centre **City** as shown in appendix F Figure 1.1, where snow and ice control has a higher level of service. **The City** may update the limitation on **Service Area** as required to ensure safe operation of the **Pilot**.

**Permit Holders** are required to clear the snow from each **Bicycle** and clear the area around each **Bicycle** within 24 hours of snowfall ending. **Bicycles** may also be moved to a cleared area as long as other parking conditions are still met.

**Winter Designated Parking Areas**

Designated winter parking areas will follow the same process as designated parking areas. Designated winter parking areas may be in different locations than normal designated parking areas. **The City** will provide final assignments and timelines for installation of these winter designated parking areas at a later date. **The City** will be responsible for the installation, maintenance and snow clearance of these
designated winter parking areas. **Permit Holders** will be responsible for marking these areas appropriately on their **In-App** software. **The City** may cap the number of **Bicycles** allowed within each parking area.

### F. Fee Schedule

A **Permit** fee of $15 per **Bicycle** will be charged to each **Permit Holder**, to be paid at the time of **Permit** issuance. This Fee is required to be paid for each phase of the **Pilot**.

A one-time fee for **Bicycle** parking improvements of $10 per **Bicycle** will be charged to each **Permit Holder** at the time of the initial **Permit** issuance. This fee will cover costs to **The City** to improve sidewalks, boulevard space and to install designated parking areas as well as to maintain them.

All **Permit Holders** will be charged a security deposit of $25/Bicycle to a maximum of $15,000 per **Permit Holder**. **The City** will require a top-up if any **Permit Holder** drops below $5,000 at any time during their **Permit**.

Costs incurred by **The City** for property repair or for removing and storing **Bicycles** will be deducted against this security deposit. This will also be used to recover costs if a **Permit Holder** fails to remove their **Bicycles** from all public streets, parks and **City** property when their **Permit** is terminated. Costs to relocate or remove **Bicycles** will equal the **City** crew’s hourly rate plus 15% overhead.

**Permit Holders** who cease operations, do not receive a **Permit for Phase Two** or choose not to continue in the **Pilot for Phase Two**, may request in writing that any remaining security deposit fees be refunded at the end of **Phase One**. Otherwise, the deposit will be retained and applied to the security deposit fee requirements for **Phase Two**.

The **Permit fees**, **Bicycle** parking improvements fees and security deposit are due at the time of **Permit** issuance.

**The City** may change **Permit Fee requirements between Phase One** and **Phase Two** of the **Pilot**.

### G. User Experience, Education, and Encouragement

**Permit Holders** are responsible to inform its **Customers** on how to use its services, how to operate and park its **Bicycles** legally and in compliance with any requirements set out in this Framework.

**Permit Holders** must create and maintain a company website and/or a social media platform that clearly states the terms of service, including **Customer** instructions, privacy policies, and all rental fees and costs.

**Permit Holders** must maintain at least one payment method by which a **Customer** who has no smartphone, credit card, or other means of electronic payment, can use their system.

**Permit Holders** must offer a discount rate program plan. The plan must detail how the **Permit Holder** will ensure its services are affordable, accessible and equally distributed for low income residents of Calgary.
**Permit Holders** must forward periodic updates to users as per information prescribed by **The City**.

**Permit Holders** must provide targeted community outreach at their own cost to inform the citizens of Calgary about dockless **Bike Share**. Target community outreach includes:

1. Participation or attendance at public meetings and events;
2. Participation or attendance at community-led events or gatherings;
3. Meeting with Business Improvement Areas (BIA’s), community associations, business owners, and other groups in the **Service Area**; and
4. Hosting community events within the **Service Area**.

**H. Data Sharing and Reporting**

**Permit Holders** must comply with the following data sharing requirements:

1. **Permit Holders** must supply a **Bicycle** inventory list to **The City** complete with each unique identifier number and serial numbers before making any **Bicycles** available for rent;

2. **The City** requires access to historical **Trip** and fleet status changes, which must be stored by the **Permit Holder** and made accessible to **The City** at any time during the **Permit**, and for at least six months after **Phase Two** ends. Unless otherwise stated, this data should comply with the data tables in appendix E – Item E.2 and E.3, which are based on the Mobility Data Specification (MDS) [https://github.com/CityOfLosAngeles/mobility-data-specification](https://github.com/CityOfLosAngeles/mobility-data-specification);

3. To ensure that **Bicycle** locations are known, even when not in use, all **Bicycles** must have a location tracking component that is affixed to itself. This excludes phone-based location services information (ie. Bluetooth technology);

4. The **Permit Holder** must collect and make data available for parking issue occurrences reported and the responses to each of them. This will include parking infractions reported by **The City**, general public, **Customers** and the **Permit Holder**;

   The **Permit Holder** must generate a data record that describes each parking report, the location of the **Bicycle** if possible, the time it was reported, the time it was responded to and how the action required. The complete data table requirements for parking data can be found in appendix E – Item # E.4;

5. The **Permit Holder** must collect and make data available for all incidents in which their **Bicycles** were involved in a collision, accident, injury or property damage and make this data available upon request. The complete data table requirements for incident data can be found in appendix E – Item #E.5;
6. All Permit Holders must generate a publicly available real-time data feed online in a uniform format so that map and transportation based apps can easily incorporate this data into their platforms. This feed must include information about the system and Bicycles available for use, and must be consistent with the most current General Bikeshare Feed Specification (GBFS) (https://github.com/NABSA/gbfs). The Permit Holder must inform The City of the location of the feed on the internet and any changes that are made to the type of information being published;

7. The Permit Holder will provide API access on an ongoing basis during the Permit so that The City can access and locally store all of the data shared under the conditions of this Permit;

8. The Permit Holder must make all data accessible to The City or to a City-approved third-party data aggregator, such as a university or academic institution, through an application program interface (API);

9. The Permit Holder must meet all the conditions for data, sharing and reporting for the Pilot set out in appendix E at all times during the Permit; and

10. Failure to comply with these conditions could result in the Permit being revoked.

I. Survey

Permit Holders must conduct an opt-in member survey twice during Phase Two of the Pilot. A set list of 5-10 survey questions to Customers will be provided by The City for each survey. The Permit Holder must include these questions and may include other questions, subject for approval of The City. We are also interested in collecting data on gender and age. Gender will be reported by male, female, and other. Age will be reported in these age groups: 17 and under, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

Survey results, showing the response and feedback a must be shared with The City in a .pdf, .xls or .csv format. Phase Two survey results must be provided to The City no later than 30 days after the survey periods have ended.
J. **Data Privacy**

Permit Holders must ensure Customer data privacy.

Any Customer data collected must not be shared with third parties without express consent from the Customer.

Permit Holders must provide a written justification to the Customer, for why they need access to each type of the Customers files (e.g. contacts, camera, photos, location, other apps etc.)

Customers must not be required to provide access to their contacts, camera, photos, files and other private data to use the provided service. Location services may be required to use the service for the purpose of locating nearby vehicles.

Permit Holders must provide Customers with clear, prominent information about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why data will be used. Information must not be hidden in longer terms-of-service notifications.

Customers must be provided with an opt-in option feature, where they can agree to provide access to their contacts, camera, photos, files, other private data and third-party data sharing.
Appendix A: Sample Permit with Conditions

Phase Two – Bike Share Pilot Permit

Authorization

Permit Holder: _______________________________________________________

Permit Number: ______________________________________________________

Date of Issue: _______________________________________________________

This Permit authorizes the Permit Holder to engage in Bike Share activities in The City of Calgary pursuant to section 5(b)(5) and (c) of Calgary Street Bylaw 20M88, section 29 and 49(d) of the Calgary Parks and Pathways Bylaw 20M2003, and section 29 of the Calgary Traffic Bylaw 26M96.

___________________________
Director, Roads

___________________________
Director, Calgary Parks

___________________________
Traffic Engineer

The Permit is valid for Phase Two of the Pilot from MM/DD/YYYY to MM/DD/YYYY.

GENERAL PROHIBITIONS AND CONDITIONS:

The City may refuse any Permit application or Permit extension or re-application request, and may amend, vary or revoke the Permit at any time. The Permit Holder must comply with all City Bylaws, and Provincial and Federal Laws. Failure to comply with any conditions of the Permit may risk having the security deposit being deducted from, revocation of the Permit, and may lead to charges under the Street Use Bylaw, Traffic Bylaw or Parks and Pathways Bylaw.

Before accepting this Permit, the Permit Holder must read all of the requirements set out in the Framework for Dockless Bike Share Pilot, and upon receipt of a Permit must agree to comply with all of the terms and conditions stated therein.

The City will notify Permit Holder of any changes to the conditions of the Permit and the time period for which to comply.

The Permit Holder is encouraged to seek legal advice before signing and agreeing to comply with all conditions in this Permit.
CONDITIONS OF PERMIT:

1. The Permit Holder must comply with all requirements and conditions contained within the Framework for Dockless Bike Share Pilot (the “Framework”), as amended, including all requirements set out in the Application Process and Permit Requirements sections of the Framework (Available for review here), including but not limited to the following:
   a. the Permit Holder must have all Customers, sign a RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT against The City, as required in Appendix B of the Framework;
   b. must continue to agree to all terms and conditions agreed to as an Applicant for a Permit to participate in the Pilot including the RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS agreed to as part of Application process, a copy of which is attached to this Permit as Schedule “A”;
   c. must submit all fees required under the Framework;
   d. must respond to all pedestrian obstructions or safety concerns as soon as possible, but not later than 2 hours from when the Permit Holder becomes aware of an issue;
   e. must comply with any changes to the Pilot, including the Pilot Requirements or Permit conditions within the period specified by The City;
   f. must comply with all parking requirements specified in the Framework, in addition to any requirements contained in City, Provincial or Federal legislation;
   g. must comply with all operation and maintenance requirements as specified in the Framework; and
   h. must comply with all data sharing and reporting requirements as set out in the Framework.

2. The Permit Holder must obtain insurance and agrees to indemnify The City as follows:

Indemnity:

(1) The Permit Holder hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Permit Holder, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Permit Holder’s obligations under, or otherwise in connection with, the Permit. The Permit Holder further agrees to indemnify, defend and hold harmless The Indemnified Parties from any Claims to which The City may be put or suffer by reason of any breach of the Pilot by any Act, Regulation, bylaw, or rule. The Permit Holder further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, The City, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of the Permit.
Insurance Requirements

(2) The Permit Holder hereby agrees to put in effect and maintain insurance for the Permit Holder, at its own expense, in a form that is satisfactory to The City and with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, the following insurance policies:

(a) A commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION DOLLARS ($10,000,000) CDN, inclusive limit for any one occurrence and such policy must include:
   
i. The City as an additional insured;
   
ii. a cross liability clause;
   
iii. blanket contractual liability coverage;
   
iv. a non-owned automobile liability clause;
   
v. products and completed operations coverage;
   
vi. the waiving of every right of subrogation by the insurance company or companies against The City arising out of or in any way connected with the performance of the Pilot; and
   
vii. no participant’s exclusionary clause.
   
(b) property insurance on an “All Risks” basis for the full replacement cost of all property owned and/or operated by the Permit Holder;

(c) An automobile third party liability insurance policy (Owner’s form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS ($2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this Pilot;

(d) the Permit Holder will maintain Cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the Permit Holder its agents, subcontractor, or employees in an amount not less than TWO MILLION DOLLARS ($2,000,000) CDN inclusive limit for any one occurrence. The policy shall extend to include the intentional, fraudulent or criminal acts of the Permit Holder, its subcontractors, agents or employees. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute. The City shall be endorsed as an Additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by The City; and
(e) A provision for The City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the Permit Holder of the insurance policies.

(3) The Permit Holder will be responsible for all deductibles that may apply in any of the required insurance policies.

(4) The Permit Holder covenants and agrees that The City's insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the Permit Holder.

(5) The insurance requirements set out above will be primary and The City's insurance will be non-contributory.

Proof of Insurance

(6) The Permit Holder will provide The City with proof of the insurance required by this Pilot in the form of valid certificates of insurance that reference this Pilot and confirm the required coverage, before the execution of the Pilot by The City, and renewal replacements on or before the expiry of any such insurance. Upon the request of The City, a copy of each insurance policy will be made available to it. The Permit Holder will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that The City and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

3. Upon signing, payment and receipt of this Permit, the Permit Holder is deemed to have read, understood and agreed to all requirements and conditions outlined in the Permit. A Corporate Signing Authority Affidavit and Witness Affidavit must be attached with this signed copy of this Permit before the Permit will be issued.

Per:

Witness Signature  (Corporate seal or Signature of Authorized Corporate Agent)

(Print name here)  (Print name here)

Per:

(2nd Signature of Authorized Corporate Agent if required)

(Print name here)
Appendix B: Indemnity and Release of Liability, Waiver of Claims and Assumption of Risk for all Customers

Indemnity:

1. The Permit Holder hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Permit Holder, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Permit Holder’s obligations under, or otherwise in connection with, the Permit. The Permit Holder further agrees to indemnify, defend and hold harmless The Indemnified Parties from any Claims to which The City may be put or suffer by reason of any breach of the Pilot by any Act, Regulation, bylaw, or rule. The Permit Holder further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, The City, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of the Permit.

Release of Liability, Waiver of Claims and Assumption of Risk for all Customers

2. The Permit Holder must require all Customers, as a term and condition of using any Bicycle in the Pilot, to release The City from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by any Customer arising from or related to the use of Bicycles within the City, and provide The City with proof of acceptance of such terms and conditions by each Customer upon request.
Appendix C: Insurance Requirements

Insurance Requirements

1. The Permit Holder hereby agrees to put in effect and maintain insurance for the Permit Holder, at its own expense, in a form that is satisfactory to The City and with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, the following insurance policies:

(a) A commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION DOLLARS ($10,000,000) CDN inclusive limit for any one occurrence and such policy must include:

   i) The City as an additional insured;
   ii) a cross liability clause;
   iii) blanket contractual liability coverage;
   iv) a non-owned automobile liability clause;
   v) products and completed operations coverage;
   vi) the waiving of every right of subrogation by the insurance company or companies against The City arising out of or in any way connected with the performance of the Pilot; and
   vii) no participant’s exclusionary clause.

(b) property insurance on an “All Risks” basis for the full replacement cost of all property owned and/or operated by the Permit Holder;

(c) An automobile third party liability insurance policy (Owner’s form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS ($2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this Pilot;

(d) the Permit Holder will maintain Cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the Permit Holder its agents, subcontractor, or employees in an amount not less than TWO MILLION DOLLARS ($2,000,000) CDN inclusive limit for any one occurrence. The policy shall extend to include the intentional, fraudulent or criminal acts of the Permit Holder, its subcontractors, agents or employees. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property,
including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute. The City shall be endorsed as an Additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by The City; and

(e) A provision for The City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the Permit Holder of the insurance policies.

2. The Permit Holder will be responsible for all deductibles that may apply in any of the required insurance policies.

3. The Permit Holder covenants and agrees that The City's insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the Permit Holder.

4. The insurance requirements set out above will be primary and The City's insurance will be non-contributory.

Proof of Insurance

5. The Permit Holder will provide The City with proof of the insurance required by this Pilot in the form of valid certificates of insurance that reference this Pilot and confirm the required coverage, before the execution of the Pilot by The City, and renewal replacements on or before the expiry of any such insurance. Upon the request of The City, a copy of each insurance policy will be made available to it. The Permit Holder will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that The City and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.
Appendix D: Parking Reference Material

Figure 1.1 Public Realm Components and Zones

Figure 1.2 Public Realm Components and Zones on 33 Avenue SW
Figure 1.3 Parking Guidelines in park space
Appendix E: Data Tables

Data tables listed below are based on the Mobility Data Specification (MDS), including the MDS requirement to publish a GBFS feed. The MDS format has been modified to fit The City’s needs by removing unneeded fields in some cases. All vehicle registration and event data should comply with the MDS found here. Where discrepancies exist between the following data tables and MDS, the data tables in this document will govern. In those cases, the Permit Holder is encouraged to inquire with the Project Manager of the Bike Share Pilot.

It is noted that Data tables E.4 and E.5 are not a requirement of the MDS but are required for this Pilot. This must be submitted as a monthly summary of the data it collects in a calendar month, no later than the tenth day of the following month in either .pdf, .xls or .csv format

Geographic Data

References to geographic datatypes (Point, MultiPolygon, etc.) imply coordinates encoded in the WGS 84 (EPSG:4326) standard GPS projection expressed as Decimal Degrees. Whenever an individual location coordinate measurement is presented, it must be represented as a GeoJSON Feature object with a corresponding timestamp property and Point geometry:

```json
{
  "type": "Feature",
  "properties": {
    "timestamp": 1529968782421
  },
  "geometry": {
    "type": "Point",
    "coordinates": [
      -118.46710503101347,
      33.9909333514159
    ]
  }
}
```
E.1 GBFS Data Table (Realtime Data)

The City requires that Permit Holders publish the following GBFS files:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>gbfs.json</td>
<td>Auto-discovery file that links to all of the other files published by the system. This file is optional in the GBFS, but required by The City.</td>
</tr>
<tr>
<td>system_information.json</td>
<td>Describes the system including System operator, System location, year implemented, URLs, contact info, time zone.</td>
</tr>
<tr>
<td>free_bike_status.json</td>
<td>Describes Bicycles that are available in non station-based systems</td>
</tr>
</tbody>
</table>

Optional files

The following files are supported by GBFS but are not mandatory:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>system_pricing_plans.json</td>
<td>Describes the system pricing</td>
</tr>
<tr>
<td>system_alerts.json</td>
<td>Describes current system alerts</td>
</tr>
</tbody>
</table>

E.2 Fleet Status Table (Status Changes)

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Required</th>
<th>Type</th>
<th>Description</th>
<th>Allowed Values</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>provider_name</td>
<td>Yes</td>
<td>String</td>
<td>Company name, assigned by The City</td>
<td>Depends on company</td>
<td>Company Name</td>
</tr>
<tr>
<td>device_id</td>
<td>Yes</td>
<td>String</td>
<td>A unique device ID in UUID format</td>
<td>Assigned by company, max 30 characters</td>
<td></td>
</tr>
<tr>
<td>vehicle_id</td>
<td>Yes</td>
<td>String</td>
<td>Vehicle Identification Number visible on vehicle</td>
<td>Assigned by company, max 30 characters</td>
<td></td>
</tr>
<tr>
<td>vehicle_type</td>
<td>Yes</td>
<td>Enum</td>
<td>The type of device</td>
<td>Bicycle, Scooter</td>
<td>Bicycle</td>
</tr>
<tr>
<td>propulsion_type</td>
<td>Yes</td>
<td>Enum</td>
<td>The type of propulsion for the device</td>
<td>human, electric_assist, electric</td>
<td>Electric assist</td>
</tr>
<tr>
<td>event_type</td>
<td>Yes</td>
<td>Enum</td>
<td>See event table</td>
<td></td>
<td></td>
</tr>
<tr>
<td>event_time</td>
<td>Yes</td>
<td>Integer</td>
<td>Timestamp of Trip start time, in UNIX millisecond epoch time</td>
<td>UNIX epoch millisecond time</td>
<td>1554159971</td>
</tr>
<tr>
<td>event_location</td>
<td>Yes</td>
<td>GeoJSON</td>
<td>Location of the device when the change was made</td>
<td></td>
<td></td>
</tr>
<tr>
<td>battery_pct</td>
<td>Yes, if</td>
<td>Float</td>
<td>Percent battery charge of device</td>
<td>0 to 1</td>
<td>0.21</td>
</tr>
</tbody>
</table>
### Event Table – Providers (Permit Holder)

<table>
<thead>
<tr>
<th>event_type</th>
<th>Description</th>
<th>event_type_reason</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>available</td>
<td>A device becomes available for user use</td>
<td>service_start</td>
<td>Device introduced into service and is available for users</td>
</tr>
<tr>
<td></td>
<td></td>
<td>user_drop_off</td>
<td>User ends reservation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>rebalance_drop_off</td>
<td>Device moved for rebalancing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>maintenance_drop_off</td>
<td>Device introduced into service after being removed for maintenance</td>
</tr>
<tr>
<td>reserved</td>
<td>A user reserves a device (even if Trip has not started yet)</td>
<td>user_pick_up</td>
<td>user reserves device or has it on hold.</td>
</tr>
<tr>
<td>unavailable</td>
<td>A device is on the street but becomes unavailable for user use</td>
<td>maintenance</td>
<td>A device is no longer available due to equipment issues</td>
</tr>
<tr>
<td></td>
<td></td>
<td>low_battery</td>
<td>A device is no longer available due to insufficient battery</td>
</tr>
<tr>
<td>removed</td>
<td>A device is removed from the street and unavailable for user use</td>
<td>service_end</td>
<td>Device removed from street because service has ended for it</td>
</tr>
<tr>
<td></td>
<td></td>
<td>rebalance_pick_up</td>
<td>Device removed from street and will be placed at another location to rebalance service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>maintenance_pick_up</td>
<td>Device removed from street so it can be worked on</td>
</tr>
</tbody>
</table>
### E.3 Trip Data Table

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Required</th>
<th>Type</th>
<th>Description</th>
<th>Allowed Values</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>provider_name</td>
<td>Yes</td>
<td>String</td>
<td>Company name, assigned by <strong>The City</strong></td>
<td>Depends on company</td>
<td>Company Name</td>
</tr>
<tr>
<td>device_id</td>
<td>Yes</td>
<td>String</td>
<td>A unique device ID in UUID format</td>
<td>Assigned by company, max 30 characters</td>
<td>EB0001</td>
</tr>
<tr>
<td>vehicle_type</td>
<td>Yes</td>
<td>Enum</td>
<td>The type of device</td>
<td>Bicycle, scooter</td>
<td>Bicycle</td>
</tr>
<tr>
<td>propulsion_type</td>
<td>Yes</td>
<td>Enum</td>
<td>The type of propulsion of the device</td>
<td>Human, electric_assist, electric</td>
<td>electric_assist</td>
</tr>
<tr>
<td>trip_id</td>
<td>Yes</td>
<td>String</td>
<td>Unique identifier for the <strong>Trip</strong></td>
<td>Assigned by company, max 30 characters</td>
<td>0000000001</td>
</tr>
<tr>
<td>trip_distance</td>
<td>Yes</td>
<td>Integer</td>
<td><strong>Trip</strong> distance, in metres</td>
<td>Metres</td>
<td>449</td>
</tr>
<tr>
<td>trip_duration</td>
<td>Yes</td>
<td>Integer</td>
<td>Time, in Seconds</td>
<td>Integers</td>
<td>301</td>
</tr>
<tr>
<td>route</td>
<td>Yes</td>
<td>GeoJSON</td>
<td>See Routes detail below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>accuracy</td>
<td>Yes</td>
<td>Integer</td>
<td>The approximate level of accuracy, in metres, of points within route</td>
<td>Metres</td>
<td>40</td>
</tr>
<tr>
<td>start_time</td>
<td>Yes</td>
<td>Integer</td>
<td>Timestamp of <strong>Trip</strong> start time, in UNIX millisecond epoch time</td>
<td>UNIX epoch millisecond time</td>
<td>1554159971</td>
</tr>
<tr>
<td>end_time</td>
<td>Yes</td>
<td>Integer</td>
<td>Timestamp of <strong>Trip</strong> start time, in UNIX millisecond epoch time</td>
<td>UNIX epoch millisecond time</td>
<td>1554159971</td>
</tr>
<tr>
<td>parking_verification_url</td>
<td>Optional</td>
<td>String</td>
<td>A URL to a photo (or other evidence) of proper vehicle parking</td>
<td>Url</td>
<td></td>
</tr>
<tr>
<td>standard_cost</td>
<td>Optional</td>
<td>Integer</td>
<td>The cost, in cents, that it would cost to perform that trip in the standard operation of the System</td>
<td>Integers</td>
<td>140</td>
</tr>
<tr>
<td>actual_cost</td>
<td>Optional</td>
<td>Integer</td>
<td>The actual cost, in cents, paid by the customer of the mobility as a service provider</td>
<td>Integers</td>
<td>0</td>
</tr>
</tbody>
</table>
Routes

To represent a route, provider APIs must create a GeoJSON Feature Collection, which includes every observed point in the route, even those which occur outside the service area.

Routes must include at least 2 points: the start point and end point. Routes must include all possible GPS samples collected by a Provider AND the accuracy rating for each point provided from the collecting tool (cellphone, smart lock, etc). Providers may round the latitude and longitude to the level of precision representing the maximum accuracy of the specific measurement. For example, a-GPS is accurate to 5 decimal places, differential GPS is generally accurate to 6 decimal places.

```
"route": {
  "type": "FeatureCollection",
  "features": [{
    "type": "Feature",
    "properties": {
      "timestamp": 1529968782421
    },
    "geometry": {
      "type": "Point",
      "coordinates": [
        -118.46710563101347,
        33.9909333514159
      ]
    }
  },
  {"type": "Feature",
   "properties": {
     "timestamp": 1531007628377
   },
   "geometry": {
     "type": "Point",
     "coordinates": [
       -118.464851975441,
       33.990366257735
     ]
   }
  ]
}
```
### E.4 Parking Data Table

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Required</th>
<th>Type</th>
<th>Description</th>
<th>Allowed Values</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>create_dt_utc</td>
<td>Yes</td>
<td>String</td>
<td>Time the company receives a parking report in Universal Coordinated Time (UTC)</td>
<td>yyyy-mm-dd hh:mm:ss AM or PM</td>
<td>2018-08-20 09:15:51 AM</td>
</tr>
<tr>
<td>latitude_x</td>
<td>No, if not provided must include location description</td>
<td>Number</td>
<td>Bicycles latitude at time of record to at least four decimal places</td>
<td>00.0000</td>
<td>51.0453</td>
</tr>
<tr>
<td>longitude_y</td>
<td>No, if not provided must include location description</td>
<td>Number</td>
<td>Bicycles latitude at time of record to at least four decimal places</td>
<td>-000.0000</td>
<td>-114.0573</td>
</tr>
<tr>
<td>location</td>
<td>No, if not provided must include lat/long</td>
<td>String</td>
<td>The reported location of the Bicycle, if latitude and longitude are not available</td>
<td>Bow River West of 14 St</td>
<td></td>
</tr>
<tr>
<td>bicycle_id</td>
<td>Optional</td>
<td>String</td>
<td>Unique identifier for the Bicycle if reported or found</td>
<td>Assigned by company, max 30 characters</td>
<td></td>
</tr>
<tr>
<td>reporter</td>
<td>Yes</td>
<td>String</td>
<td>Who initiated the parking report</td>
<td>C-Train Customer City Public</td>
<td></td>
</tr>
<tr>
<td>report_type</td>
<td>Yes</td>
<td>String</td>
<td>The report allegations (multiple values permitted):</td>
<td>Illegal Parking                    Damaged                             Abandoned            Irretrievable</td>
<td>Damaged</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Illegal parking: The Bicycle is alleged to be illegally parked</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Damaged: The Bicycle is alleged to be damaged and in-operable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Abandoned: The Bicycle is alleged to have been idle for 5 days or more</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Bicycle.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>response_time</td>
<td>Yes</td>
<td>String</td>
<td>Length of time the Permit Holder has to respond to the report:</td>
<td>2 Hours</td>
<td>Before 8am</td>
</tr>
<tr>
<td>response_notes</td>
<td>Yes</td>
<td>String</td>
<td>Description of companies response (multiple values permitted):</td>
<td>One, Two, Three... Reparked NoAction Lost Irretrievable RiderMoved</td>
<td>One Reparked</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Number of Bicycles</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Reparked: The Bicycle was located, visually confirmed to be improperly parked or idle, and removed, reparked, or adjusted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- NoAction: The Bicycle was located and visually confirmed to be properly parked. Company may leave Bicycle or remove it.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ISC: Protected

- Lost: The Company confirms that the Bicycle is not at the reported location and the company is unable to locate the Bicycle.
- Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Bicycle.
- RiderMoved: A rider rents and moves the Bicycle before the company responds to the report.
### E.5 Incident Data Table

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Required</th>
<th>Type</th>
<th>Description</th>
<th>Allowed Values</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>create_dt_utc</td>
<td>Yes</td>
<td>String</td>
<td>Time the company receives the incident report in Universal Coordinated Time (UTC)</td>
<td>yyyy-mm-dd hh:mm:ss AM or PM</td>
<td>2018-08-20 09:15:51 AM</td>
</tr>
<tr>
<td>latitude_x</td>
<td>No, if not provided must include location description</td>
<td>Number</td>
<td>Bicycles latitude at time of record to at least four decimal places</td>
<td>00.0000</td>
<td>51.0453</td>
</tr>
<tr>
<td>longitude_y</td>
<td>No, if not provided must include location description</td>
<td>Number</td>
<td>Bicycles latitude at time of record to at least four decimal places</td>
<td>-000.0000</td>
<td>-114.0573</td>
</tr>
<tr>
<td>location</td>
<td>No, if not provided must include lat/long</td>
<td>String</td>
<td>The reported location of the Bicycles, if latitude and longitude are not available</td>
<td>B o w R i v e r West of 14 St</td>
<td></td>
</tr>
<tr>
<td>bicycle_id</td>
<td>Optional</td>
<td>String</td>
<td>Unique identifier for the Bicycles if known</td>
<td>Assigned by company, max 30 characters</td>
<td></td>
</tr>
<tr>
<td>bicycle_type</td>
<td>Yes</td>
<td>String</td>
<td>The type of Bicycles</td>
<td>Bike EBike Bike</td>
<td></td>
</tr>
<tr>
<td>reporter</td>
<td>Yes</td>
<td>String</td>
<td>Who initiated the incident report</td>
<td>Company Customer City Public Public</td>
<td></td>
</tr>
<tr>
<td>response_action</td>
<td>Yes</td>
<td>String</td>
<td>Description of companies response:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Repaired: Bicycles was located, visually confirmed to need maintenance, and repaired without being removed from deployment</td>
<td>Repaired Removed NoAction Lost Irretrievable Removed</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Removed: Bicycles was located, visually confirmed to need maintenance, and removed from deployment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- NoAction: Bicycles was located and confirmed not to need maintenance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Lost: Bicycles confirmed not to be at reported location and the company is unable to locate it.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Irretrievable: Hazard or lack of legal access prevent a company from locating or removing the Bicycles.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>injury</td>
<td>Yes</td>
<td>String</td>
<td>Whether any injuries are reported</td>
<td>Yes No</td>
<td>Yes</td>
</tr>
<tr>
<td>police_report</td>
<td>Yes</td>
<td>String</td>
<td>Whether a police report is filed</td>
<td>Yes No</td>
<td>No</td>
</tr>
<tr>
<td>notes</td>
<td>No</td>
<td>String</td>
<td>Description of the incident, including any additional information the company collected</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix F: Center City Winter Service Area

Figure 1.1 – Winter Service Area - Digital Map can be found [here](#).
Appendix G: Affidavit and Witness Forms

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

I, _______________________________ of the City of Calgary in the Province of Alberta, MAKE OATH AND SAY:

1. That I am an Officer or a Director of _______________________________ named as the Applicant in the Application for a Permit to Participate in the Dockless Bike Share Pilot.

2. That I am authorized by the corporation to execute the Application for a Permit to Participate in the Dockless Bike Share Pilot without affixing a corporate seal.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this _____ day of ____________, 201__.  

__________________________________________  
Signature  
Print Name: __________________________  

______________________________  
Signature of Commissioner for Oaths in and for the Province of Alberta  
Commission Expires: ______________________  
Print Name of Commissioner: ________________________________
WITNESS FORM

I, ___________________________, of the ___________________ in the __________________
(print witness name) (City) (Province)

MAKE OATH AND SAY:

1. That I was personally present and did see ______________________________ (Officer or
   Director) of __________________, named in the within Application for a Permit to participate
   in the Dockless Bike Share Pilot, who is personally known to me to be the person named
   therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the City of Calgary, in the Province of Alberta, and that I am
   the subscribing witness thereto.

3. That I know the said ____________________ and he/she is in my belief of the full age of
   eighteen years.

SWORN BEFORE ME at the City of
   Calgary, in the Province of Alberta,
this ______ day of ____________, 201__.

___________________________________
Signature of Witness

___________________________________
Print Witness Name:_____________________

___________________________________
Signature of Commissioner for Oaths in and
for the Province of Alberta
Commission Expires: ____________________
Print Name of Commissioner:_____________________

Framework for Dockless Bike Share Pilot – Phase Two
ISC: Protected