

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 SUE 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 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 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.

Fee Type	Fee Amount	Fee Information
Application for Phase Two	\$600 per application \$300 per re-application.	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 - $\$15 \times 600 \text{ Bicycles} = \$9,000$
- **Bicycle** Parking Improvements Fee - $\$10 \times 600 \text{ Bicycles} = \$6,000$

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 - $\$15 \times (200 \text{ new Bicycles} + 250 \text{ Bicycles operating from Phase One}) = \$6,750$
- **Bicycle** Parking Improvements Fee - $\$10 \times 200 \text{ Bicycles} = \$2,000$. **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** - $\$25 \times 200 \text{ Bicycles} = \$5,000$. **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 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 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.

Initial here:

Applicant Information	
Company Name of Applicant (Parent Company Name if Applicable)	
Contact Name	
Mailing Address	
Phone Number	
Email Address	
Website	
Type of Application	
<input type="checkbox"/> New	<input type="checkbox"/> Re-application
Permit Time Frame	
<input type="checkbox"/> Phase Two – June 2019 to October 31, 2020	
Intended Season of Operation (select all that apply)	
<input type="checkbox"/> Main Season (June 1, 2019 through to November 30, 2019 and March 1, 2020 through to October 31, 2020)	<input type="checkbox"/> Winter Season (December 1, 2019 through to February 29, 2020)
Proposed Fleet Size	
# of standard Bicycles : _____ # of Power Bicycles : _____ Other type of Bicycles , please specify type: _____ and # of: _____	



Local Operations Information	
Name of Operations Manager	
Mailing Address	
Phone Number	
Email Address	

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 SUE THE CITY AND ANY OTHER RELEASEE.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Witness Signature (Corporate seal or Signature of Authorized Corporate Agent) </div>	<div style="display: flex; justify-content: space-between;"> Per: <div style="border-bottom: 1px solid black; width: 80%;"></div> </div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="color: red;">(Print name here)</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="color: red;">(Print name here)</div>
	<div style="display: flex; justify-content: space-between;"> Per: <div style="border-bottom: 1px solid black; width: 80%;"></div> </div> <div style="color: red;">(2nd Signature of Authorized Corporate Agent if required)</div>
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="color: red;">(Print name here)</div>

Tracking Information (Staff Only)	
Date Received:	Received By:

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
9. Trees.

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>);
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 <u>MM/DD/YYYY</u> to <u>MM/DD/YYYY</u> .

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,

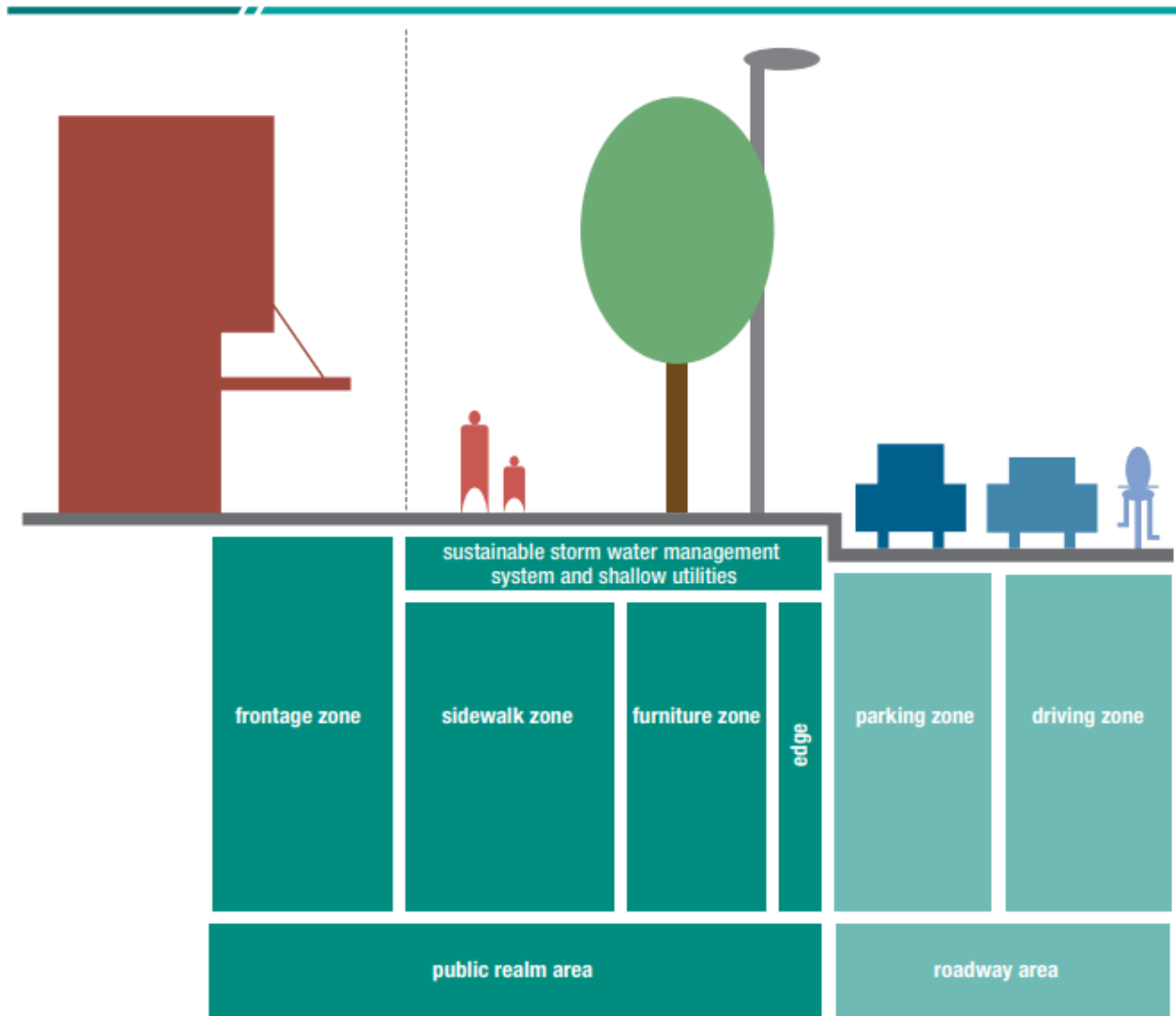
- including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute. **The City** shall be endorsed as an Additional Insured, and the policy will include no provision that would prevent, preclude, or exclude 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

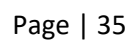


2014 Complete Streets Guide, The City of Calgary, 2014

Figure 1.2 Public Realm Components and Zones on 33 Avenue SW



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



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:

```
{
  "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:

gbfs.json	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.
system_information.json	Describes the system including System operator, System location, year implemented, URLs, contact info, time zone.
free_bike_status.json	Describes Bicycles that are available in non station-based systems

Optional files

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

system_pricing_plans.json	Describes the system pricing
system_alerts.json	Describes current system alerts

E.2 Fleet Status Table (*Status Changes*)

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

Event Table – Providers (Permit Holder)

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

E.3 Trip Data Table

Field Name	Required	Type	Description	Allowed Values	Example
provider_name	Yes	String	Company name, assigned by The City	Depends on company	Company Name
device_id	Yes	String	A unique device ID in UUID format	Assigned by company , max 30 characters	EB0001
vehicle_type	Yes	Enum	The type of device	Bicycle scooter	Bicycle
propulsion_type	Yes	Enum	The type of propulsion of the device	Human electric_assist electric	electric_assist
trip_id	Yes	String	Unique identifier for the Trip	Assigned by company, max 30 characters	000000001
trip_distance	Yes	Integer	Trip distance, in metres	Metres	449
trip_duration	Yes	Integer	Time, in Seconds	Integers	301
route	Yes	GeoJSON Feature Collection	See Routes detail below		
accuracy	Yes	Integer	The approximate level of accuracy, in metres, of points within route	Metres	40
start_time	Yes	Integer	Timestamp of Trip start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
end_time	Yes	Integer	Timestamp of Trip start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
parking_verification_url	Optional	String	A URL to a photo (or other evidence) of proper vehicle parking	Url	
standard_cost	Optional	Integer	The cost, in cents, that it would cost to perform that trip in the standard operation of the System	Integers	140
actual_cost	Optional	Integer	The actual cost, in cents, paid by the customer of the mobility as a service provider	Integers	0

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": [
        -118.46710503101347,
        33.9909333514159
      ]
    }
  },
  {
    "type": "Feature",
    "properties": {
      "timestamp": 1531007628377
    },
    "geometry": {
      "type": "Point",
      "coordinates": [
        -118.464851975441,
        33.990366257735
      ]
    }
  }
]
}
```

E.4 Parking Data Table

Field Name	Required	Type	Description	Allowed Values	Example
create_dt_utc	Yes	String	Time the company receives a parking report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
latitude_x	No, if not provided must include location description	Number	Bicycles latitude at time of record to at least four decimal places	00.0000	51.0453
longitude_y	No, if not provided must include location description	Number	Bicycles longitude at time of record to at least four decimal places	-000.0000	-114.0573
location	No, if not provided must include lat/long	String	The reported location of the Bicycle , if latitude and longitude are not available		Bow River West of 14 St
bicycle_id	Optional	String	Unique identifier for the Bicycle if reported or found	Assigned by company, max 30 characters	
reporter	Yes	String	Who initiated the parking report	C-Train Customer City Public	Public
report_type	Yes	String	The report allegations (multiple values permitted): <ul style="list-style-type: none"> - Illegal parking: The Bicycle is alleged to be illegally parked - Damaged: The Bicycle is alleged to be damaged and in-operable - Abandoned: The Bicycle is alleged to have been idle for 5 days or more - Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Bicycle. 	Illegal Parking Damaged Abandoned Irretrievable	Damaged
response_time	Yes	String	Length of time the Permit Holder has to respond to the report: <ul style="list-style-type: none"> - 2 hours 	2 Hours	Before 8am
response_notes	Yes	String	Description of companies response (multiple values permitted): <ul style="list-style-type: none"> - Number of Bicycles - Reparked: The Bicycle was located, visually confirmed to be improperly parked or idle, and removed, reparked, or adjusted. - NoAction: The Bicycle was located and visually confirmed to be properly parked. Company may leave Bicycle or remove it. 	One, Two, Three... Reparked NoAction Lost Irretrievable RiderMoved	One Reparked

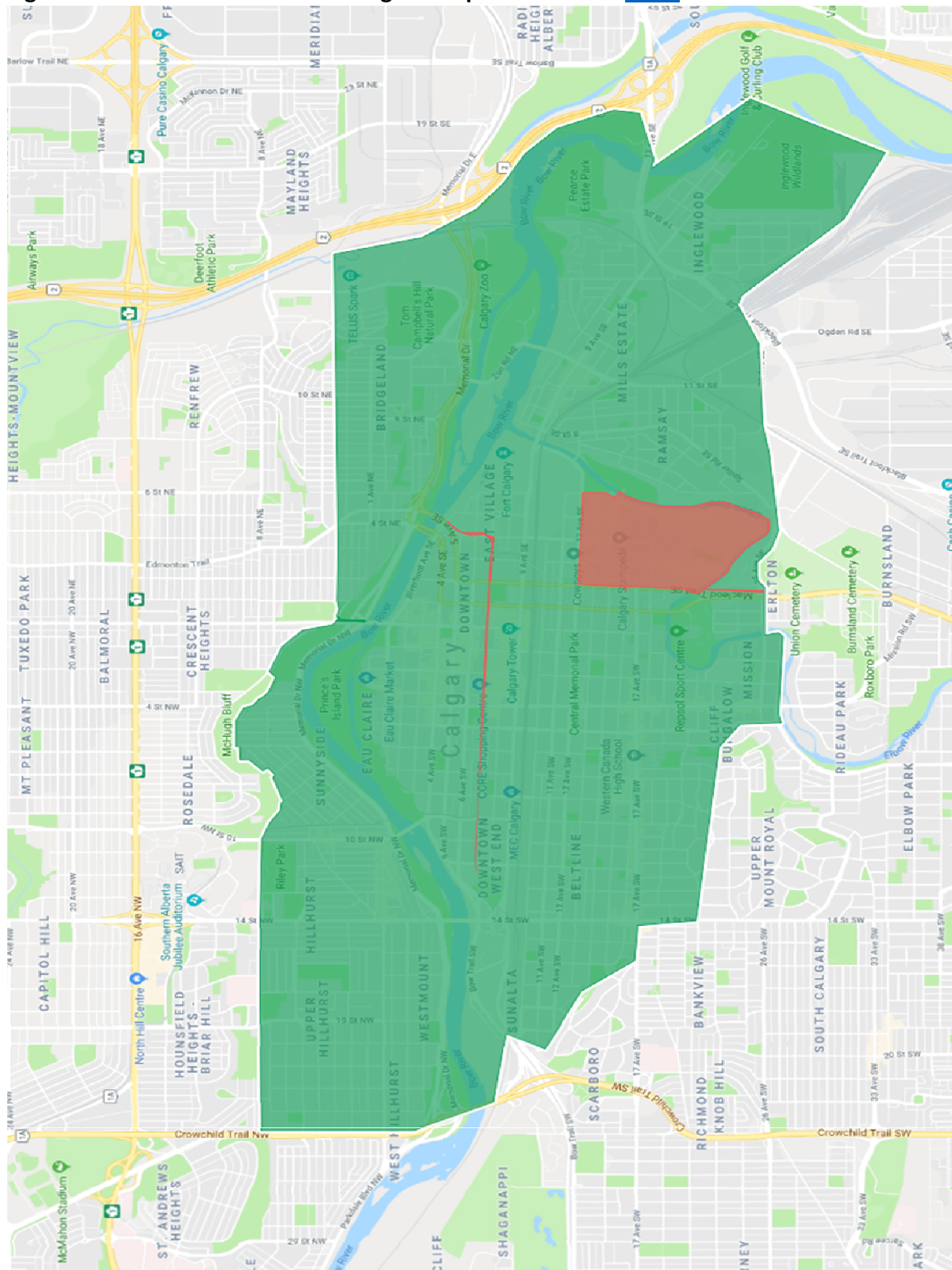
			<ul style="list-style-type: none"> - Lost: The Company confirms that the Bicycle is not at the reported location and the company is unable to locate the Bicycle. - Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Bicycle. - RiderMoved: A rider rents and moves the Bicycle before the company responds to the report. 		
--	--	--	--	--	--

E.5 Incident Data Table

Field Name	Required	Type	Description	Allowed Values	Example
create_dt_utc	Yes	String	Time the company receives the incident report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
latitude_x	No, if not provided must include location description	Number	Bicycles latitude at time of record to at least four decimal places	00.0000	51.0453
longitude_y	No, if not provided must include location description	Number	Bicycles longitude at time of record to at least four decimal places	-000.0000	-114.0573
location	No, if not provided must include lat/long	String	The reported location of the Bicycle , if latitude and longitude are not available		Bow River West of 14 St
bicycle_id	Optional	String	Unique identifier for the Bicycle if known	Assigned by company, max 30 characters	
bicycle_type	Yes	String	The type of Bicycle	Bike EBike	Bike
reporter	Yes	String	Who initiated the incident report	Company Customer City Public	Public
response_action	Yes	String	Description of companies response: <ul style="list-style-type: none"> - Repaired: Bicycle was located, visually confirmed to need maintenance, and repaired without being removed from deployment - Removed: Bicycle was located, visually confirmed to need maintenance, and removed from deployment - NoAction: Bicycle was located and confirmed not to need maintenance. - Lost: Bicycle confirmed not to be at reported location and the company is unable to locate it. - Irretrievable: Hazard or lack of legal access prevent a company from locating or removing the Bicycle. 	Repaired Removed NoAction Lost Irretrievable	Removed
injury	Yes	String	Whether any injuries are reported	Yes No	Yes
police_report	Yes	String	Whether a police report is filed	Yes No	No
notes	No	String	Description of the incident, including any additional information the company collected		

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: _____