



August 21, 2019

NOTICE TO POTENTIAL PROPONENTS

Request for Proposal No. 20190821
For: Bike Share Program Management

Please review the attached document and submit your Proposal by email to the address noted below by the response deadline noted in the Schedule of Events chart below.

Schedule of Events:

The following table outlines the RFP Schedule of Events of this RFP.

Dates	Activity
August 21, 2019	RFP Issue Date
September 9, 2019	Meeting with PBSC
September 13, 2019 – Noon (local Toronto time)	Deadline for Proponents' questions
September 19, 2019	Last Day for Issuing Addendum, if required
September 27, 2019 – Noon (local Toronto time)	RFP response deadline
Week of October 14, 2019	Reference checks
Week of October 28, 2019	Approval and Award Date
November 1, 2019 to December 19, 2019	Implementation / Transition
January 1, 2020	Finalization of Implementation and transfer of program to new Vendor

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

Proposals will not be considered unless:

Received by the date and time specified above; and
Received at the email address specified below.

Submission by e-mail is mandatory.

Any questions about this RFP and the Proponent's Proposal must be directed to the TPA Contact, Toronto Parking Authority at:

OperatorbikeshareRFP@greenpparking.com

PBSC site / information meeting requirements:

Attendees:	Proponents are encouraged to attend an information meeting to learn more about PBSC equipment. Attendance is voluntary.
Date:	September 9, 2019
Time:	10:00 am to 12:00 pm (noon)
Location:	21 Connell Court, Toronto, Ontario

TABLE OF CONTENTS
RFP 20190821

Notice to Potential Proponents 1

Schedule of Events: 1

1.0 TERMINOLOGY 4

 1.1 References to Labeled Provisions..... 4

 1.2 Definitions 4

 1.3 Interpretation..... 7

 1.4 RFP Process Terms and Conditions 8

2.0 PURPOSE..... 8

 2.2 Site / Information Meeting 8

 2.3 Overview..... 8

 2.4 Gender Diversity in City Procurements 10

 2.5 Social Procurement..... 10

 2.5.1 Supplier Diversity 10

3.0 SCOPE OF WORK..... 11

 3.1 Maintain bike fleet, kiosks, bike stations and docks 11

 3.1.1 Maintain bikes..... 11

 3.1.2 Maintain kiosks 17

 3.1.3 Maintain bike stations 19

 3.1.4 Maintain docks..... 19

 3.1.5 Maintain Ad space at Bike Stations..... 20

 3.1.6 Sponsorship activities 20

 3.1.7 Maintenance Log and Reports 21

 3.2 Rebalance bike fleet 21

 3.2.1 Rebalance bike fleet 21

 3.2.2 Corralling 22

 3.3 System reconfiguration 22

 3.4 Expansion..... 23

 3.5 Hours of Operation 23

 3.6 Vendor Staff and Equipment..... 23

 3.7 Customer Service 24

 3.7.1 Respond to Call Center Requests – Option A 24

 3.7.2 Vendor Operated Call Center - Option B..... 24

 3.8 Environmental Considerations 25

 3.9 Reporting..... 26

 3.9.1 Access to CMMS 26

 3.9.2 Monthly Reports..... 26

 3.9.3 Weekly Reports 27

 3.9.4 Ad hoc Reports 27

 3.9.5 Financial Pro Forma 27

 3.10 Marketing..... 27

 3.11 Mobility Technologies 28

3.12 Key Performance Indicators.....28

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS.....29

4.1 Selection Committee.....29

4.2 Selection Criteria.....30

4.3 Selection Process30

4.4 Clarifications30

4.5 Interviews or Demonstrations.....30

4.6 Reference Checks31

4.7 Evaluation Results31

4.8 Negotiations and Agreement.....31

5.0 PROPOSAL SUBMISSION REQUIREMENTS32

5.1 General Overview32

5.2 Proposal Documentation and Delivery32

5.3 Proposal Content33

APPENDICES.....37

APPENDIX A - RFP PROCESS TERMS AND CONDITIONS37

APPENDIX B - AGREEMENT TERMS AND CONDITIONS45

APPENDIX C - STANDARD SUBMISSION FORMS53

APPENDIX D - SUPPLEMENTARY SUBMISSION FORMS57

APPENDIX E - PROPOSAL EVALUATION TABLE.....74

APPENDIX F – PAYMENT TERMS AND INVOICING REQUIREMENTS77

APPENDIX G – PROJECT REFERENCE MATERIAL.....79

1.0 TERMINOLOGY

1.1 References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “subclause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Proposal (RFP).

1.2 Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context,

“Addendum” or “Addenda” means any document or documents issued by TPA prior to the Closing Deadline that changes the terms of the RFP or contains additional information related to the RFP;

“Affiliated Person” means everyone related to the Proponent including, but not limited to employees, agents, representatives, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, if:

- A. Directly or indirectly either one controls or has the power to control the other,
- or
- B. A third party has the power to control both.

“Agreement” means any written contract between TPA and a Vendor or any purchase order issued by TPA to the Vendor with respect to the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

“Annual Member” means a subscriber who registers for a year membership.

“Bike” means Bike Share owned bicycles.

“Bike Share System” means all bikes, equipment, docks, kiosks, ad panels, bike stations and computer system operated by Bike Share.

“Bike Share” means the administrator of the Bike Share System, owned and operated by the Toronto Parking Authority. The Toronto Parking Authority contracts with the Vendor to manage the Bike Share System.

“Bike Station” means the connected docks which may contain a kiosk and ad panel that allows members access to bicycles in any of the participating areas.

“Casual Member” means a subscriber that registers for a single trip or daily membership.

“City” means the City of Toronto.

“Closing Deadline” means the date and time specified on the RFP Cover Page or any Addenda issued by the Toronto Parking Authority, as the date and time by which Proponents must submit their Proposal.

“COMET™” means the computer software currently used by Bike Share to have a live view of the status of the system. COMET is a PBSC software.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to TPA and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, TPA or the City ; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in TPA contract, the Vendor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Corralling” is a rebalancing activity done at busy commuter origin or destination areas. At destination areas, overflow bikes are removed from full bike stations to make room for members to park. At origin areas where the number of members outnumber the bike availability in an area, the operator brings bikes to these hubs in the morning/afternoon to ensure all members will have a bike to ride to/from work.

“Council” means City Council.

"Diverse Supplier" means any business or enterprise that is certified by a Supplier Certification Organization to be:

- More than 51% (majority) owned, managed and controlled by persons belonging to an equity-seeking community, or
- A social purpose enterprise whose primary purpose is to create social, environmental or cultural value and impact, and where more than 50% of the persons who are fulltime equivalent employees or are participating in, or have completed, transitional employment training, experience economic disadvantage.

“Dock” means the place where a single bike is parked and locked, empty or occupied.

"Equity-seeking Community" means a group that experiences discrimination or barriers to equal opportunity, including persons of low-income, vulnerable youth (age 18-29), women, Aboriginal People, persons with disabilities, recent newcomers, LGBTQ2S+ people, racialized people, and other groups TPA identifies as historically underrepresented.

“Computerized Maintenance Management System (CMMS)” means the inventory management system, the combination of technology (hardware and software) and processes and procedures that oversee the monitoring and maintenance (repairs) of bike share equipment, stocked items, assets and supplies.

“ICONIC” means the brand name of the standard bikes currently in the Bike Share fleet.

"Kiosk" means the unattended, interactive portal at the bike station, where members can sign up, make payment, view other critical information (such as locations of other bike stations, bike availability and empty docks at other bike stations), and check out and return bikes. Kiosk may include solar panel.

"KPIs" means Key Performance Indicators which are set out in Form 4 and discussed throughout this RFP.

"may" and "should" used in this RFP denote permissive (not mandatory).

"Member" means a Bike Share subscriber who registers in advance to use the system; memberships may be single trip, daily and annual.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*.

"must", "shall" and "will" used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

"PBSC" means PBSC Urban Solution Inc. with whom TPA has an agreement to supply bicycles, docking stations, parts and payment processing terminals for Bike Share.

"Project Manager" means the main contact person at TPA for all matters relating to the project.

"Proponent" means a legal entity that submits a Proposal. If two or more legal entities wish to submit a Proposal as a consortium, one member of the consortium must be identified as the Proponent with whom TPA may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

"Proposal" means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the Proposal requirements of the RFP.

"RFP" means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by TPA.

"Services" means all services and deliverables to be provided by a Vendor as described in this RFP.

"Supplier Certification Organization" is a non-profit organization recognized by the City of Toronto that certifies businesses and enterprises as Diverse Suppliers by assessing them using established, consistent criteria. Recognized Supplier Certification Organizations include:

- Canadian Aboriginal and Minority Supplier Council
- Canadian Gay and Lesbian Chamber of Commerce
- Social Purchasing Project
- Women Business Enterprise Canada
- Canadian Council for Aboriginal Business

"Supplier Code of Conduct" means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code.

“Technical platform” means the structure on which docks are anchored.

“Toronto Parking Authority” (TPA) means the organization that manages Bike Share and with whom the Agreement between the Vendor and TPA will be signed.

“Valet station” means a temporary bike station using a mobile device to accept and distribute bikes, and point of sale.

“Vendor” means the successful Proponent with whom TPA enters into an Agreement.

"Workforce Development" means a relatively wide range of activities, policies and programs to create, sustain and retain a viable workforce that can support current and future business and industry. It is an approach that integrates career exploration, industry-driven education and training, employment, and career advancement strategies, facilitated by the collaboration between employers, training and education institutions, government, and communities.

1.3 Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,

- (a) any reference to an officer or representative of the City or TPA shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
- (b) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- (c) all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- (d) all references to time shall be deemed to be references to current time in Toronto;
- (e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- (f) any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;
- (g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- (h) all index and reference numbers in the RFP or any related City document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4 RFP Process Terms and Conditions

This RFP process is governed by the terms and conditions in Appendix 'A' – RFP PROCESS TERMS AND CONDITIONS.

2.0 PURPOSE

The purpose of this RFP is to select a qualified company to partner with the Toronto Parking Authority (TPA) for the operation and administration of the Bike Share program.

The key objectives of Bike Share are as follows:

- Maintain bikes for safety
- Have enough bikes available at key times and areas, maximizing ridership opportunity
- Achieve a sustainable balance between available bikes and available docks
- Operate in a transparent manner
- Keep bikes, kiosks and docks in working order
- Ensure the scalability of the model to assist in Bike Share's expansion plans
- Ensure a high quality of customer service

2.1 Term

The term of the Agreement between TPA and the Vendor for the operations of Bike Share commences on January 1, 2020 and terminate five years from commencement. The TPA, in its sole discretion, has the option to extend the term by two additional years.

2.2 Site / Information Meeting

Interested Proponents may attend the site /information meeting to familiarize themselves with the Project and ascertain the full extent of the work required. Attending will give Proponents an opportunity to learn more about Bike Share and the PBSC equipment and facilities used by Bike Share. Attendance is not mandatory. Individuals attending the meeting must sign in and clearly indicate on the sign in sheet the name of the firm they are representing.

2.3 Overview

Bike Share is an extension of the City's public transit and transportation network, operating in a 100 square kilometer area. Bike Share provides residents and visitors of Toronto with the ability to travel to and from their destination by bike. Geared towards short, one-way trips, bike share is a first/last mile solution for travel in the City.

- The Bike Share program started in 2011 with 1,000 bikes, 80 bike stations and 1,500 docks. The TPA took control of the program and renamed it Bike Share in 2014.
- In 2017 the TPA transitioned Bike Share operations to Shift Transit, a PBSC partner.
- Ridership has increased from an average of 400,000 trips (2011-2015) to 2,000,000 trips (2018).
- Currently there are 5,000 bikes, 465 bike stations and 8,550 docks.
- Pending budget approval, Bike Share Toronto will soon have 600 bike stations and 6,000 bikes (2020).

Bidders should be aware of the possibility of future growth and be able to support the program through additional assets and personnel.

Bike Share is looking for a true partner who is innovative, willing to go the extra mile, can shake things up, can push and be pushed and can work in an ever-changing environment.

Are you that partner?

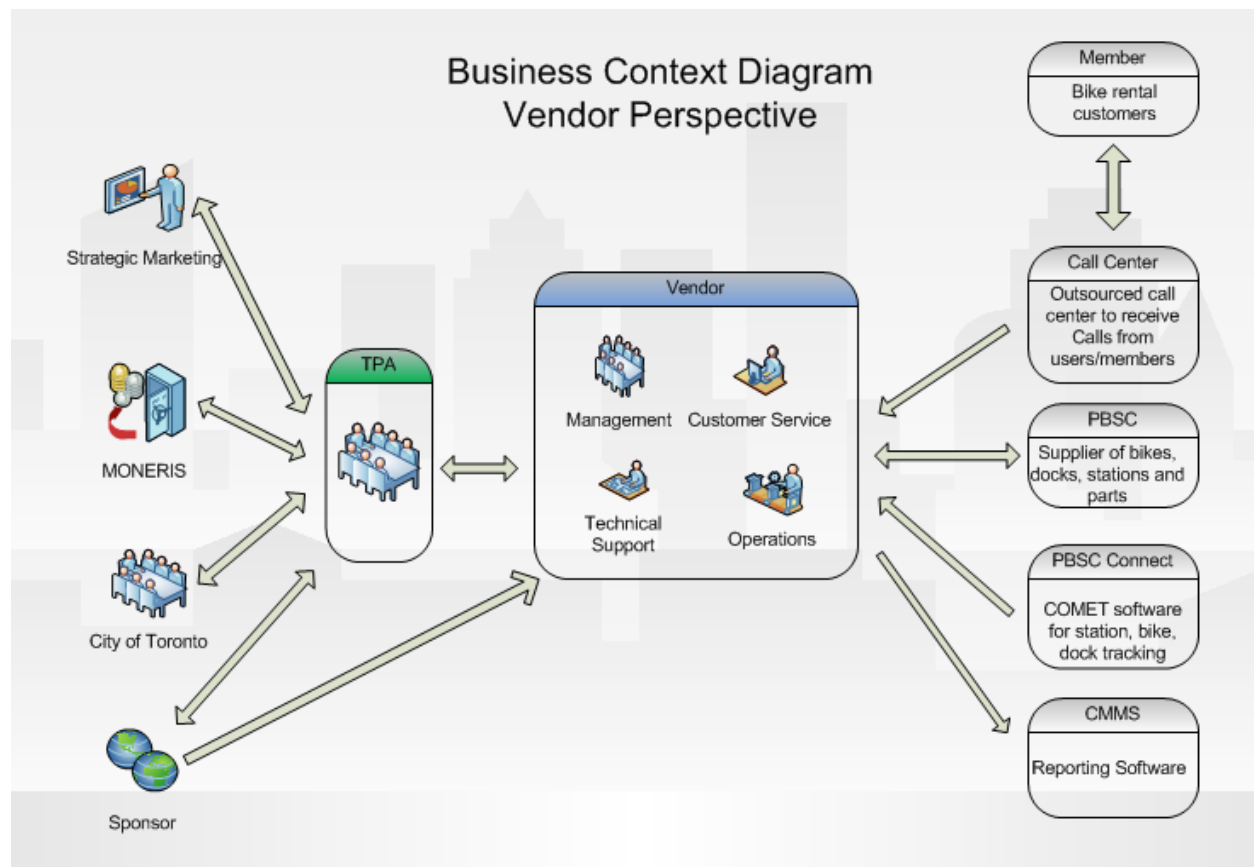
Information regarding Bike Share can be found on their website <https://www.bikesharetoronto.com>

Operating Performance and Capital Investment (2014-2019) can be found in Appendix G.

The City of Toronto and TPA is committed to growing access to Bike Share with funding of capital projects of \$7.5M in 2019 and projected funding of \$5M in 2020.

Bike Share has seen customer satisfaction and the management of bike repair improve substantially. The goal is to continue to improve those areas.

The following diagram illustrates the relationship among Bike Share and its partners, from the Vendor perspective. This will help the Proponent situate their role among TPA and partners.



TPA's responsibility will include:

- Management of the Bike Share program

- Strategic marketing of the Bike Share program:
 - Sets out the broad direction and provides guidance and structure for the marketing program. Sets the mission statement, integration strategy, growth plan and evaluation.
 - Maintains policies that govern partnership activities such as donations, naming rights, sponsorships and Advertising.
 - Manages partnerships with public agencies for example Metrolinx and the TTC.
 - Evaluates Marketing Strategy. Defines target population with surveys and census data.
 - Resources:
 - Staffing, Director and Coordinator
 - Financial
 - Bike Share System, (6,000 bikes)
- Sponsorship and advertising
- Supplier selection and management
- Collection of payments from members
- Collection of all other revenues, including sponsorship and advertising

PBSC's role will include:

- Supplier of bikes, parts and equipment
- COMET software program

Vendor's role will include the activities described in the Scope of Work and may include the call center if TPA elects to have the vendor manage the call center.

2.4 Gender Diversity in City Procurements

As part of City Council's support to enhance gender diversity on boards of corporations, all corporations conducting business with TPA are encouraged to utilize an intersectional analysis to strive to have gender parity on their corporate boards.

2.5 Social Procurement

TPA encourages its Proponents to embrace and support the City of Toronto Social Procurement Program and its respective goals. Social procurement creates social value for the City in addition to the delivery of efficient goods, services, and works. The City of Toronto Social Procurement Program consists of two components: Supplier Diversity and Workforce Development.

For more information on the City of Toronto Social Procurement Program, visit: <http://www.toronto.ca/purchasing/socialprocurement>.

2.5.1 Supplier Diversity

The goal of supplier diversity is to increase the diversity of TPA's supply chain by providing diverse suppliers with equitable access to competitive procurement processes.

In accordance with Section 1.3.2 of the City of Toronto Social Procurement Policy, points will be assigned to proponents that submit information as part of their proposal that will improve supplier diversity in the City's supply chain.

3.0 SCOPE OF WORK

The Vendor is a critical part of the successful operation of the Bike Share program. The Vendor will:

- Maintain bike fleet, kiosks, bike stations and docks
- Collaborate with sponsors
- Maintain accurate logs and reports
- Rebalance the bike fleet
- Provide customer service
- Offer round the clock service, 365 days a year

The following Scope of Work describes all activities the Vendor will be required to perform for the duration of the contract.

3.1 Maintain bike fleet, kiosks, bike stations and docks

3.1.1 Maintain bikes

The Vendor will:

- Inspect each bike monthly as per column C
- Ensure a preventative maintenance program is managed to ensure bikes are safe and fit to be ridden, by following the equipment suppliers’ schedules below: Note that “When bike serviced” refers to when a bicycle is brought in to the repair facility or inspected on site by the Vendor for maintenance or repair.

ICONIC Maintenance Schedule:

Column A	Column B	Column C	Column D	Column E	Column F	Column G
EQUIPMENT	REQUIREMENT	When bike serviced	6 months	Yearly	2 years	4 years
HANDLEBARS						
Handlebars	Check that handlebars are straight and in good condition, and that the stem cap bolts are sufficiently tight (no wobbling movement)	Inspect	Inspect			
Plastics / Grips / End caps	Check for damage or excessive wear, replace if necessary	Inspect	Inspect			
Bell	Visually inspect for excessive wear or damage. Ensure that it is tightened according to specifications. Verify it rings properly.	Inspect				
BRAKES						
Brakes levers	Pump brake to ensure that cable is stretched. Check proper brake functioning.	Inspect	Adjust			
Cables / Housings	Visually inspect the exposed sections of the cables.	Inspect	Adjust		Replace	

	Check the inner cable fixing bolt and nut for proper tightness. Check brake outer casing for dents, twists or kinks. Ensure that cable runs freely from the casing.					
Roller brakes front / rear	Lubricate roller brakes.	Lubricate				Replace
GEARS						
Gearbox	3-speeds: when in second position, make sure that the yellow line is centered with the marks. 7-speeds: when in fourth position, make sure that the yellow line is centered with the marks.	Inspect	Adjust			
Shifter cable / housing	Inspect cable in exposed areas to ensure that it is free of damage, excessive wear, rust and cracks.	Inspect	Adjust		Replace	
Speed shifter (3 or 7)	Check that the speed shifter is in good working condition and that the fitting is sufficiently tightened.	Inspect	Inspect			Replace
TRANSMISSION						
Crankset	If crank arms are loose and/or wobbling, either adjust according to specification or replace.	Inspect	Inspect		Replace	
Bottom bracket	Inspect to ensure that the cranks are properly screwed into the axle. If there is still a wobble, then either tighten the bottom bracket or replace. If axle does not spin freely, replace the bottom bracket.	Inspect			Replace	
Chain / cog	Lubricate the chain.	Inspect	Lubricate	Replace chain	Replace cog	
Pedals	Verify that the pedals rotate freely and do not wobble. Check for excessive wear on the surface.	Inspect			Replace	
WHEELS						
Tires and tubes	Inspect for excessive wear or damage. Replace according to local criteria.	Inspect / Inflate	Inspect			
Front and rear wheels	Ensure that wheels are properly aligned and adjusted, with no sideways wobble.	Inspect	Inspect			
Hubs	Check hubs for vertical loose. Adjust if necessary.	Inspect	Inspect	Lubricate		
FORK						
Triangle and chip	Ensure that the triangle is free of damage or excessive	Inspect				

	wear and it is not becoming deformed (oval). Ensure that the bicycle docks properly into the docking point and is adjusted properly and that it moves up and down freely.					
Basket	Ensure that the luggage carrier is not bent or twisted. Ensure that the bungee cord is properly fixed in place and is not damaged or worn out.	Inspect				
Front lights	Ensure that the front lights function properly.	Inspect				
Direction axle / bearings	Ensure that the direction axle and bearings are properly adjusted.	Inspect	Inspect		Replace bearings	
Steering limiter tab	Visually inspect the limiter tab. Inspect for damage.	Inspect	Inspect			
FRAME						
Frame and forks	Ensure that the frame and forks are free of dents, kinks or other damage. Visually inspect the weldings for defects or cracks.	Inspect				
Asset number / barcode	Ensure that the asset number / barcode is legible. The triangle Bike ID should match with the asset / serial number on the bike asset register.	Inspect				
Seat	Visually inspect the seat for damage, excessive wear and tear and ensure that the seat is properly attached to the seat post.	Inspect				
Seat post	Lift the seat post to ensure that it slides freely and that it is secured inside the frame.	Inspect				
Quick release seat lock	Inspect the washer and the clamp and replace if excessively worn or broken.	Inspect				
Kickstand inspection	Ensure that the stand is not bent or damaged. Ensure that the kickstand supports the bicycle.	Inspect				
Chain tensioner and pulley	Inspect the chain tensioner and chain tensioner pulley. Replace damaged parts.	Inspect				Replace pulley
Front and rear fenders	Check fenders for dents, twists, kinks or cracks. Make sure that the screws are tight.	Inspect				
ELECTRICAL SYSTEM						
Rear lights	Ensure that the rear lights function properly. Inspect for damages or burnt LEDs.	Inspect				

Front and rear wheel reflectors	Check front and rear wheel reflectors and replace missing or broken reflectors.	Inspect				
Seat and basket reflectors	Replace broken or missing reflectors.	Inspect				

E-FIT Maintenance Schedule:

Column A	Column B	Column C	Column D	Column E	Column F	Column G
EQUIPMENT	REQUIREMENT	When bike serviced	6 months	Yearly	2 years	4 years
HANDLEBARS						
Handlebars	Check the alignment and condition of the handlebar and the tightening of the screws on the stem top plate. Make sure there is no loosening	Inspect	Inspect			
Protective Shells / Grips / Handlebar Ends	Check for signs of damage or excessive wear. Replace if necessary	Inspect	Inspect			
Bell	Perform a visual inspection of the bell. Check the tightness of the collar and the operation of the bell.	Inspect				
BRAKES						
Brakes levers	Pump the brakes and make sure the cables are properly stretched. Check the operation of the brakes.	Inspect	Adjust			
Cables / Housings	Visually inspect the exposed sections of the cables. Check the inner cable fixing bolt and nut for proper tightness. Check brake outer casing for dents, twists or kinks. Ensure that cable run freely from the casing.	Inspect	Adjust		Replace	
Roller Brakes Front / Rear	Lubricate roller brakes.	Lubricate		Lubricate		Replace
GEARS						
Gearbox	THREE-SPEEDS: when in second position, make sure that the yellow line is centered with the marks.	Inspect	Adjust			
Shifter Cable / Housing	Inspect cable in exposed areas to ensure that it is free of damage, excessive wear, rust and cracks.	Inspect	Adjust		Replace	
Speed Shifter	Check that the speed shifter is in good working condition and that the fitting is sufficiently tightened.	Inspect	Inspect			Replace

ELECTRIC ASSISTANCE SYSTEM						
Battery	Check the minimum battery charge and charging.	Inspect	Inspect			Replace
Battery Charging Port	Inspect connections for damage or wear	Inspect	Inspect			
Central Motor	Check the connectors and that the assistance is working properly.	Inspect	Replace Brose motor drive belt after 15,000 km			
Electrical Wiring	Check the status of the wiring and connectors.	Inspect	Inspect			
Member Interface	Check the state of the interface and its operation.	Inspect	Inspect			
Control Unit (BCU)	Check electrical and electronic modules for proper operation.			Inspect		
TRANSMISSION						
Crankset	Check for looseness or unbalanced rotation in the crankset. Adjust to the manufacturer's specifications or replace if necessary.	Inspect				Replace
Chain / cog	Lubricate the chain.	Inspect	Lubricate	Replace chain	Replace cog	
Pedals	Check whether the axle turns freely or if rotation is unbalanced. Check for excessive pedal wear.	Inspect			Replace	
WHEELS						
Tires and inner tubes	Check for damage or excessive wear. Replace according to local directives and regulations.	Inspect / Inflate	Inspect			
Wheels	Verify the wheels are properly aligned and adjusted, with no sideways wobble.	Inspect	Inspect			
Hubs	Check for looseness and whether the hubs are turning freely. Check the tightening of the bolts.	Inspect	Inspect	Lubricate		
FORK						
Triangle and chip	Check the condition and fit of the triangle and that the hole is not oval. Make sure it moves freely and that bike connects with the terminals.	Inspect				
Basket	Make sure the basket is not bent or damaged. Check the condition of the bungee cord, replace if necessary.	Inspect				
Headset	Ensure correct operation and tightening of bearings and headset axles.	Inspect	Inspect		Replace bearings	
FRAME						

Frame and fork	Inspect the frame/fork and make sure there is no damage or dents and that the welds are in good condition.	Inspect				
Asset number / barcode	Ensure that the asset number / barcode is legible. The triangle Bike ID should match with the asset / serial number on the bike in the asset register.	Inspect				
Seat / Saddle	Visually inspect the seat for damage, excessive wear and tear and ensure that the seat is properly attached to the seat post.	Inspect				
Seat post	Lift the seat post to ensure that it slides freely and that it is secured inside the frame.	Inspect				
Quick release seat lock	Inspect the washer and the clamp and replace if excessively worn or broken.	Inspect				
Kickstand inspection	Ensure that the stand is not bent or damaged. Ensure that the kickstand supports the bike.	Inspect				
Chain tensioner and pulley	Inspect the chain tensioner and chain tensioner pulley. Replace damaged parts.	Inspect				Replace pulley
Front and rear fenders (Mudguards)	Check the condition of fenders, make sure there are no cracks or looseness. Replace damaged parts if necessary.	Inspect				
LIGHTS AND SIGNALING						
Rear lights	Ensure that the rear lights function properly. Inspect for damages or burnt LEDS.	Inspect				
Front light	Ensure that the front light functions properly. Inspect for damage or burnt LEDS.	Inspect				
Wheel reflectors	Check the condition of the front and rear wheel reflectors. Replace missing or broken reflectors.	Inspect				
Seat and basket reflectors	Check the condition of the reflectors. Replace broken or missing reflectors.	Inspect				

- Ensure bike instructions regarding the safe operation of the bike is visible and readable on the bike
- Test ride every repaired bike after repair to ensure it is safe and fit to be returned into service
- Recover any lost bikes that are found and return them to service after a thorough safety check

- Replace all missing bikes on an annual basis. Fees for stolen bikes are recovered by TPA through deposit on bike. The Vendor will recover \$1200 fee for stolen bike, if recovered through member’s credit card
- Maintain an inventory of parts to repair bikes, kiosks, bike stations and docks and any other equipment required to maintain the Bike Share program.
- Non-proprietary spare parts may be purchased by the Vendor from PBSC or from other suppliers. The Vendor may only purchase parts from other suppliers if:
 - Spare parts from another supplier are priced at least 5% less than PBSC prices
 - Spare parts can be delivered faster than those from PBSC
 - Spare parts are pf better quality or performance or comes with better or longer warranty or warranty service
 - PBSC is unwilling, unable, or otherwise fails to timely offer to sell or deliver the spare parts
- PBSC will have 5 business days to match the competing offer. If matched, the Vendor will purchase the spare parts from PBSC.
- All proprietary spare parts must be purchased from PBSC throughout the life of the agreement between TPA and PBSC (The current redacted agreement, which expires March 2021 and has two additional optional years, is included in **Appendix G.**) (The inventory of bikes by year of purchase are included in **Appendix G.**)
- PBSC indicates that bike parts for the ICONIC bikes cost \$100 per year per bike. NOTE that the price quoted by the Proponent must include the cost of parts, regardless of whether the parts are purchased from PBSC or another supplier.
- If purchasing parts from suppliers other than PBSC, ensure all parts used are OEM or equivalent to ensure long life of repairs and safety of the public and Vendor employees
- Relocate bikes to repair facility that have been identified as broken and return to system when repaired

3.1.2 Maintain kiosks

The Vendor will:

- Remotely monitor the status of each kiosk daily ensuring they are working properly and can process payments, make bikes available, receive bikes and communicate bike and dock availability
- Repair kiosks as per kiosk maintenance schedule at a minimum, and as required when a part of the equipment is damaged
- Maintain log of work performed and have it available upon request
- Provide inspections and preventative maintenance **monthly** on all kiosk equipment, as follows:

EQUIPMENT	REQUIREMENT
KIOSK ENCLOSURE/EXTERNAL SURFACES	Make sure that the external surfaces of the Kiosk enclosure are clean and free of graffiti. Clean dirty external surfaces. Remove all graffiti.
DISPLAY MODULE/CLEANING	Make sure that the display module is not cracked or broken and free of any dirt or graffiti. Clean accordingly. If the Display Module’s screen is damaged or not functioning properly, remove the Expansion Board before removing the Display Module Assembly. Install the Expansion Board on the new Display Module Assembly.
DISPLAY MODULE/INSPECTION	Make sure that the Display Module Assembly is responsive and that you can access the various menus and options. If the Display Module’s screen is damaged or not functioning properly, remove the Expansion Board before removing the Display Module Assembly. Replace the Expansion Board on the new Display Module Assembly

	and go through the registration process for the Display Module Assembly's SCU.
CREDIT CARD READER	Make sure that the Credit Card Reader and keypad function properly. Inspect the Credit Card Reader and keypad for excessive wear. Replace damaged or worn-out Credit Card Reader.
CREDIT CARD READER/FRAUD PREVENTION	Verify that nothing obstructs the insertion of the credit card or that no device is inserted into the credit card bay that can record or transmit the credit card number. Also, inside the Kiosk, make sure that no device is installed between the CCR and the SCU; there should be only a RJ-45 cable linking both units. If you see something that should not be there, contact us immediately.
PRINTER THERMAL HEAD	Print a test receipt and check paper alignment. Replace any malfunctioning printer assembly.
PIN PAD / FRAUD PREVENTION	Verify that the PIN Pad is working properly, and no foreign device has been applied on top. There should be only a USB cable linking the PIN Pad to the CCR. If you see something that should not be there, contact us immediately.
DOOR LOCK MECHANISM/ INSPECTION	Make sure that the Kiosk door lock mechanism functions properly. Inspect door lock mechanism for excessive wear. Replace damaged or worn-out door lock mechanism.
KIOSK BOTTOM	Inspect the bottom of the Kiosk for insect and rodent infestation. Remove source of infestation if applicable. Make sure that the Kiosk is clean and free from debris. As a deterrent for mice and rats, balls of steel wool can be used in the holes.
BASE HOLES	Make sure that the base holes are not obstructed with debris. Clear access to any obstructed base hole.
BATTERIES – CLEANING	Make sure that the batteries are clean and free from debris. Clean if needed and remove dust/debris.
BATTERY CONNECTIONS	Make sure that the batteries' connections are clean. Tighten any loose battery connections. Replace any worn-out battery wiring.

- On a monthly basis, the Vendor will conduct the following inspections on the Smart Map Frame:

EQUIPMENT	REQUIREMENT
SMART MAP FRAME ENCLOSURE – EXTERNAL SURFACES	Make sure the external surfaces of the enclosure are clean and free of graffiti. Clean external surfaces. Remove all graffiti.
GLASS PANELS	Inspect glass panels. Clean the external surfaces. Replace damaged panels.
SMART MAP FRAME – INTERNAL AND LOWER SECTION	Make sure the inside of the Smart Map Frame is clean and free of debris. Inspect the lower section for presence of insects and rodents. Eliminate the source of infestation, if necessary. The presence of rodents can be controlled by adding steel wool balls into the lower openings.
ELECTRONIC AND CABLING	Inspect the electronic components and cables. Clean dust and debris from electronic. Replace damaged components and cables.
BATTERY CLEANING	Make sure the batteries are clean and free of debris.
BATTERY CABLES – TERMINAL CONNECTIONS	Make sure the cable connections to the battery terminals are clean. Tighten connections if needed. Replace damaged cables.

With respect to solar panels, the Vendor will:

- Provide maintenance on solar panels for power generation and storage, as follows:
 - Ensure solar panels are clear of debris

- Wash solar panels regularly by first rinsing them with water, to avoid scratching the surface. Then, using a mixture of light soap and water (DO NOT USE DISH SOAP), lightly brush the surface of the solar panels. Once completed, rinse again the panels with water.
- Make sure that the soap you have chosen does not leave a film; this will affect the panels' efficiency
- Cleaning frequency depends on the environment where your panels are located.

3.1.3 Maintain bike stations

The Vendor will:

- Conduct maintenance as per the manufacturers' guidelines (see below)
- Conduct monthly inspections/tests as follows:
 - Perform a docking station scan to identify any issues (Vendor will be given a manual for instructions)
 - Run a complete kiosk self-diagnostic test to identify any issues (Vendor will be given a manual for instructions)
- Remove snow and ice from bike station and apply de-icing product to area to ensure safety of members and pedestrians as weather dictates
- Inspect and remove graffiti, stickers, signs and unauthorized propaganda every 2 weeks as a minimum
- Remove graffiti, stickers, signs and unauthorized propaganda, within 24 hours of being notified or becoming aware
- Clean and wash each element as appropriate, every 2 weeks, including all docks, kiosks, advertising/map displays and paved surface area
- Ensure bike stations are visible, organized and appealing
- As needed, position stray bikes in docks or return excess bikes to open docks in other stations.
- Remove garbage, litter, weeds, grasses outside and on top of each element every 2 weeks

3.1.4 Maintain docks

The Vendor will:

- Every time you visit a bike station:
 - Quickly do a visual inspection of the docks looking for damage or graffiti
- Conduct monthly inspections as follows:

EQUIPMENT	REQUIREMENT
DOCK HOUSING	Visual inspection: check for structural damage; there should be no dents, kinks or excessive wear. Repair or replace damaged Dock housing.
DOCK HOUSING PAINT AND LABELS	Make sure that the Docks are free of graffiti. Remove graffiti.
DOCK HOUSING LABELS	Make sure that the Dock labels are not damaged. Replace damaged labels.
LOCKING PLATES AND LOCKS	Make sure that the locking plates and locks are tight enough. Tighten any loose locking plate or lock.
LOCKING PLATES AND LOCKS	Make sure that the locking plates and locks are free of debris and are not damaged or worn out. Repair or replace any component of the locking mechanism that is damaged or worn-out.
CABLES	Inspect cables for excessive wear. Replace damaged or worn out cables.

CASSETTE	<p>Insert a bike key or key card in each cassette to ensure that the antenna is correctly reading and the cassette properly awakes the RFID tag reader.</p> <p>Touch each button on the cassette to ensure that they respond and validate that each of the 3 LED light turns on.</p> <p>Validate that the mini horse shoe is correctly in place in each cassette.</p> <p>Validate that the ball plungers in each cassette are properly lubricated. (Please use caution when using a spray lubricant; all types of grease will retain dirt and sand particles so try to keep the over-spray to a minimum.)</p>
CASSETTE/SURFACE INSPECTION	Visual inspection: Check for structural damage; there should be no dents, kinks or excessive wear. Replace damaged or worn-out cassettes.
CASSETTE LABELS	Make sure the cassette labels are not damaged or missing. Replace damaged or missing labels.
CASSETTE LOCK	Inspect all lock screws. Tighten lock when necessary.
COLORED LEDS	Make sure the three colored LEDs function properly. Replace cassette if LEDs do not function. Use the LOCATE ALL function in the Tech Menu\Service Point\Locate All
KEYPAD	Make sure the keypad functions properly. With a bike inserted in the dock, press all the keypad buttons. They should emit a sound when pressed. Check the keypad for excessive wear. If the keypad is damaged or worn out, replace cassette.
BIKE KEY READER	Make sure the Bike Key Reader functions properly. Check the Bike Key Reader for excessive wear. If the reader is damaged or worn out, replace cassette.
SOUND ALARM	Make sure the sound alarm functions properly. If it fails, replace cassette. Use the LOCATE ALL function in the Tech Menu\Service Point\Locate All
BALL PLUNGERS	Inspect all ball plungers for damage or excessive wear. If ball plungers are damaged or worn out, replace cassette.
BALL PLUNGERS/LUBRICATION	Make sure all ball plungers are lubricated with marine grease.
BUMPERS/INSPECTION	Inspect all bumpers for damage or excessive wear. If bumpers are damaged or worn out, replace bumpers.
BIKE DOCK/UNDOCK TESTING	Using a technician key, remove then insert bike into the Docking Point. If docking/undocking test fails, replace cassette.

3.1.5 Maintain Ad space at Bike Stations

Although outside ad space is managed as part of the Bike Share strategic marketing activities retained in-house, the Vendor will:

- Clean the space
- Remove graffiti, stickers, signs and unauthorized propaganda within 24 hours of being notified or becoming aware
- Advise TPA of torn, worn or unreadable ads
- With respect to inside ad space, the Vendor will print and install maps

3.1.6 Sponsorship activities

The Vendor is not responsible for obtaining sponsorships. In the event that Bike Share obtains a sponsorship, the Vendor may be asked by TPA to:

- Install labeling provided by TPA on bikes and/or docks (a sponsorship usually has a three-year time span, and consequently, replacing or installing labels on bike and docks will likely occur only once per three-year period)
- Replace torn labels on bikes and docks
- In the event that sponsorship also requires a dress code and labelling on Vendor trucks, supplies will be provided by TPA or the sponsor, and the Vendor will be responsible for ensuring its staff respect the dress codes (sponsor's T-shirts, for example) and install stickers on its trucks.

See **Appendix G** for more information on possible Sponsorship Schedule.

3.1.7 Maintenance Log and Reports

The Vendor will:

- Maintain a log for each equipment:
 - The Vendor will maintain individual log for each equipment (including bikes, stations, kiosk) containing at a minimum, the following items:
 - Serial number, unique identification number
 - Condition upon takeover
 - Date and time of inspections
 - Schedule of maintenance
 - Listing of repairs including dates, parts replaced/repaired, and mechanics sign off that repairs are complete, and that the equipment is safe to return to program
 - Notes to schedule next preventative maintenance date
 - When taken out of system for maintenance, the location where the equipment was removed and the location where the equipment sent for maintenance

3.2 Rebalance bike fleet

The Vendor will have access to the COMET system to track member demand in order to allow Vendor to maintain a balanced distribution of bikes within each host community and the desirable number of bikes and spare parking at each bike station. The Vendor may also use another software to assist in rebalancing the bike fleet.

3.2.1 Rebalance bike fleet

The Vendor will:

- As per the KPI agreement outlined in FORM 4 of this RFP, the vendor will be required to minimize the number of hours a station is without operative bikes or docks
- Ensure there is no more than 100 minutes on average per day when a station is without operative bikes or docks, for stations with more than 12 docks
- Ensure that bike pairings (stations that are 12 docks or smaller will be paired with another nearby station for purposes of rebalancing) are without operative bikes or docks for no more than 100 minutes on average per day
- Receive a bonus for exceeding KPIs in priority stations as follows:
 - Applicable 6 months of the year (May 1 to October 31)

- Priority stations will be set by TPA in consultation with the Vendor; for example, stations from Bloor St. to Waterfront, from Don River to Bathurst St.
- Priority stations must have no more than 60 continuous minutes without operative bikes or docks available to be eligible for the bonus
- Applicable between 7 am and 7 pm
- Bonus of \$2.50 per station per hour that station is balanced, if it meets the baseline allowable limit (maximum \$30 per station per day based on 12 hours between 7 am and 7 pm)

The primary source for monitoring station activity is embedded in the software (COMET) that Bike Share Toronto uses to monitor the Bike Share System. Access to this system will be made available to the Vendor. This system will be the only measurement used to assess KPI performance and it will be the responsibility of the Vendor to manage their performance accordingly.

Docks and bikes declared out of service will not be considered when assessing bike and dock availability.

The current list of stations with less than 12 docks is included in **Appendix G**. This list may change.

3.2.2 Corraling

As requested by TPA or at the initiative of the Vendor to meet bike re-balancing KPIs, the Vendor will:

- Maintain at high volume bike stations, attendants to receive additional bikes that cannot be docked to replenish bike station
- Remove bikes from full bike stations to make room for members to dock their bikes
- Where the number of members outnumber the bike availability in an area, bring bikes to these hubs in the morning/afternoon to ensure all members will have a bike to ride to/from work
- Staff bike stations that regularly experience high volumes of bike drop offs filling the available docks and receive excess bikes to be re-balanced or dropped off at other stations with available docks

3.3 System reconfiguration

The Vendor will:

- Relocate, or temporarily remove until a suitable relocation location is found, any element within 24 hours or receipt of the notice in an emergency situation
- Relocate any element with 14 days of receipt of the notice in other situations
- Most bike stations will be designed to negate the need for on-site excavation or construction and will rely on renewable power or batteries to eliminate the need for hardwiring to the electrical grid. Bike Share equipment will be designed to allow for additional equipment to be quickly deployed in the event that additional capacity is needed, redeployed if a bike station is under-utilized, or removed if the space is need for other purposes

- In the event that TPA decides to hardwire more bike stations, required for ebike operations and charging, the Vendor will install and hardwire, uninstall or move bike stations
- Obtain any permit required to access the area and do the work
- Vendor to supply machinery and trained personnel to complete the installation, uninstallation and moving of bike stations
- In situations deemed necessary by the Vendor, make a request to TPA that a bike station should be moved, and upon approval from TPA, relocate the element or bike station
- Relocating a station includes the de-installation and re-installation of the station
- 10% of the stations can be moved at no additional cost per year.

3.4 Expansion

At any time during the Contract Term, TPA may elect to expand the System either through the purchase of new and/or expanded bike stations, kiosks and docks, or new bicycles. The Vendor needs to be able to expand service area, personnel and administrative support as Bike Share expands the System.

TPA may contract this service to a third party or may prefer to use the services of the Vendor.

In the event that TPA requests that the Vendor handle expansion of the system, the Vendor will:

- Assemble new bike stations. For example, docks, technical platforms, kiosk, solar panel, map frame and bicycles.
- Install new bike stations
- Submit a plan to TPA regarding the number of staff and equipment the Vendor will add to accommodate the Scope of Work for the expanded System
- Ensure there are corresponding number of staff and equipment to manage the on-going services resulting from the expansion

3.5 Hours of Operation

The Vendor will operate the Bike Share System year-round, 365 days a year, 7 days a week and 24 hours a day.

3.6 Vendor Staff and Equipment

The Vendor will:

- Ensure all staff who may interact with Bike Share members are always in a clean and presentable uniform
 - Uniforms consist of black pants, shorts or skirt
 - Green t-shirt or shirt with Bike Share logo on left breast
 - If cap or hat is worn, it should be black with Bike Share logo
 - Appropriate safety wear consistent with tasks assigned
 - Items with other logos are not appropriate
 - Note that in event of a sponsorship, staff may be required to wear t-shirts and/or caps with sponsor's labels
- Ensure its equipment is working order, clean and meets all safety standards

3.7 Customer Service

TPA is exploring options with respect to managing customer service. TPA may contract directly with a third-party call center, where the Vendor will receive notifications from the call center regarding areas needing the Vendor's attention. TPA is also interested in assessing the Vendor's proposed solution for operating a call center. The sections below outline the tasks that are included in the Scope of Work for each of the options. The pricing chart includes pricing for each corresponding option. TPA will select an option based on the Vendor's ability to deliver the services and the associated pricing.

3.7.1 Respond to Call Center Requests – Option A

In the event that TPA manages its own call center or selects a third-party supplier to manage a call center for Bike Share, the Vendor will:

- Receive notification from the call center (means of notification to be determined during implementation with Vendor and TPA) including the following information:
 - Bike station, kiosk, dock or bike in question
 - Nature of the problem

The Vendor will:

- Investigate each issue or concern raised
- Log issues
- Resolve the issue within 24 hours for emergencies, such as broken glass or issues that may harm the riders or public
- Resolve the issue within 48 hours for non-emergency issues
- Report to TPA and the call center regarding how and when the issue was resolved
- Report back to TPA on any recommended changes before implementation to obtain authorization for any significant changes in operational or management of program

3.7.2 Vendor Operated Call Center - Option B

In the event that TPA selects the Vendor to operate the Bike Share Call-Centre, the Vendor will:

- Establish a call center including a customer service manager with direct responsibility to deal with all call center activity
- Staff the call center Monday to Friday from 8am to 5pm to receive calls and other forms of communication from Bike Share members and the general public
- Maintain a 1-800 call in line, a customer service email address and a public mailing address so that members can report problems with:
 - Invoicing
 - Condition of bikes, docks, stations and kiosks
 - Issues with employees of Vendor
 - Safety issues
 - Any other issues directly affecting the member experience
- Log all calls to ensure:
 - Quick follow up
 - Reporting to TPA for KPI performance and tracking member experience
 - Document any safety issues and coordinate repairs and corrective action
- Provide reports to TPA regarding number of calls, issues raised, locations, resolution and KPIs

- Meet with TPA monthly to discuss issues and outcomes

3.8 Environmental Considerations

Toronto Parking Authority is committed to environmentally responsible procurement to conserve resources, mitigate pollution and waste, and promote a healthy economy without compromising performance or cost-effectiveness.

Environmentally preferred products and services are less harmful to the environment and to human health than the next best alternative that serves the same purpose.

The Vendor will:

- Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example:
 - Products possessing third party certification for multiple attributes (resource depletion and recycled, amount of energy used, toxicity of waste streams, and/or amount of waste generate) such as:
 - Ecologo (www.ecologo.org) for:
 - Paper products (janitorial, sanitary, alimentary and office),
 - Paint and other coatings
 - Cleaners and other liquid chemicals
 - Building Materials
 - Green Seal (www.greenseal.org) for:
 - Paint and other coatings
 - Cleaners and other liquid chemicals
 - Paper products (Office)
- Use of reusable containers or parts: Products such as rechargeable batteries, reusable building partitions, reusable containers to transport products and laser printers with refillable toner cartridges.
- Recyclable Products: A product will be considered to be an environmentally preferred product if local facilities exist capable of recycling the product at the end of its useful life.
- Products containing recyclable materials: An environmentally preferred product containing post-consumer recycled content. Some examples are paper products made from recycled post-consumer fibre or recycled road construction materials.
- Products producing fewer polluting by-products and/or safety hazards during manufacture, use or disposal. An environmentally preferred product would be a non-hazardous product that replaces a hazardous product. For example, fewer polluting by-products e.g. lower VOCs
- Have a long service-life and/or can be economically and effectively repaired or upgraded.
- Have higher capital acquisition cost but lower lifecycle operating cost and lower end of life disposal cost. The call document should request the appropriate information from Bidders/Proponents in order to perform a full analysis to assess such costs. The call should also state how such costs will be calculated by TPA. For example, "For this criterion, total cost of ownership may be taken into account during the review/evaluation stage."

3.9 Reporting

3.9.1 Access to CMMS

The Vendor will:

- Provide the TPA with full access to all CMMS or related systems

3.9.2 Monthly Reports

The Vendor will meet with the TPA monthly and provide reports that details the following:

COMET/PBSC API Reports:

1. Number of bikes in operation (bicycle availability)
2. Number of docks in operation
3. Number of trips and their average duration
4. Number of each customers with each type of membership
5. Turnover rate: number of bicycle trips per by per hour, day, day of the week, month
6. Abundance rate: number of docks available per bike
7. Average waiting time: amount of time before a depleted station is serviced
8. Average idle time: amount of time before a station at capacity is serviced
9. Average number of kilometres per member
10. Number of instances where additional time is granted when a station is full
11. Number of bikes in service per day, month
12. Percentage of system up-time
13. Number of missing bikes
14. Bike rebalancing; number of hours each station is either without operative bikes or docks
15. Total time that a station exceeds the time allowance for inoperative bikes or docks

Call-center Reports:

16. Average amount of time to respond to customer emails
17. Average call center response time
18. Number of calls to the call center, and percentage of rides that elicit a call (total rides/total calls)

Reports to be generated by Vendor:

19. Average repair time for bikes in need of repair
20. Topics of customer inquiries
21. Marketing events that were executed in the month
22. Locations of station corrals
23. Station moves and temporary station shutdowns
24. Vandalism summary
25. Schedule of station cleaning (April 1-Oct 31)
26. Snow/ice removal response time (Nov 1-March31)
27. Social media (Twitter, Facebook, Instagram) impressions, engagements, link clicks, follower growth
28. Social media: number and severity of negative responses and associated actions
29. Email marketing growth: number of recipients, number of opens, number of clicks, number of unsubscribes

3.9.3 Weekly Reports

The Vendor will meet with the TPA weekly and provide reports that details the following:

1. Bike rebalancing; number of hours each station is either without operative bikes or docks
2. Total time that stations or station pairings exceed the time allowance for inoperative bikes or docks

3.9.4 Ad hoc Reports

The Vendor will Provide reports to the TPA within 24-hours of an event of:

1. Vandalism that affects the operation of the station or any element
2. Bike and bike station incidents (including but not limited to station damage, recovery of stolen bikes, customer injury)
3. Bike theft
4. Bike station obstruction (instance when an obstruction impacts the operation of the station or parts of the station)

The Vendor will provide reports to the TPA as requested:

5. Bike maintenance logs
6. Bike stations maintenance logs

3.9.5 Financial Pro Forma

The Vendor will provide to TPA an annual financial pro forma (expense budget), each year during the term of the agreement. The financial pro forma will include the following:

- Operating Expenses which shall include:
 - Subcontracting expenses – For stations and bicycles
 - Other operating expenses
- Marketing and Promotional Expenses which shall include:
 - Marketing and promotional expense via service professionals
 - Other marketing and promotional expenses
- General and Administrative Expenses
- Corporate Overhead and Profit

3.10 Marketing

The Vendor will:

- Develop and implement a comprehensive marketing strategy in a rapidly growing system, with focus on how to deliver superior customer service.
- Distribute Membership Packets and Key Cards to all new members (**one business day**).
- Be responsible for the design and production of marketing material, including all signage and information placed on stations and bicycles, and collateral materials.
- Lead design and application work of all on-station collateral; the labels, maps and PSA posters.

- Work with a Sponsor to ensure smooth and timely integration with the entirety of the program.
 - Comply with any requirements or restrictions imposed by the Title Sponsorship agreement and ensure the program remains in good standing.
- Staff stations with valet and ambassadors at busy stations during peak times. These ambassadors will be able to receive more bikes than the station's dock points allow while also answering questions and explaining the program to individuals passing by.
- Manage a unicorn bike program. One or more bikes in the fleet will be different (e.g. Halloween bikes, winter bikes) from the existing bike fleet.
- Will develop and implement a communications plan including:
 - Social Media Plan and Strategy (Twitter, Facebook and Instagram).
 - Using social media as a customer service avenue and responding to all inquiries
 - Exploring advertising opportunities
 - Email distribution list (those who are opted in only)
 - Coordinating with operations on special events to optimally communicate to user base
- Develop a Special Events Calendar for Corraling and special operational services. TPA will review, add to this calendar and then agree on all events for the year that would require bicycle valets.
- Maintain a website for Bike Share Toronto that is satisfactory to the TPA.
- All marketing and communication plans and campaigns shall require the prior written consent of TPA, which consent shall not be unreasonably withheld or delayed.

3.11 Mobility Technologies

TPA is interested in the Vendor’s ability to provide added value services and technologies such as apps, secondary locks and helmet dispensers, that may benefit the Bike Share program. Although this is not a core requirement, a question is asked in FORM 3.

3.12 Key Performance Indicators

Key Performance Indicators are an essential component of a service level agreement between TPA and the Vendor. Additional information regarding the KPIs and Liquidated Damages are found in FORM 4 – Key Performance Indicators.

The Vendor will meet each of the following requirements and targets:

Service	Requirement	Target
Reporting	Timeliness of providing reporting to TPA contact; regular & ad hoc. Provide unrestricted access to CMMS database at all times.	Provide reports within 2 day(s) of month / quarter/ year end / ad hoc request
Member Satisfaction	Satisfaction level based on the number of calls placed by members identifying problems with bicycles, docks and/or billing issues	Incur less than 2% of service calls per trip taken (based on monthly ridership)
	Overall Satisfaction	Achieve overall satisfaction of at least 90%
Bicycle Maintenance	Bikes are maintained as per PBSC requirements	Verify safety of each bicycle every month
	Apply requirements of PBSC schedules for bikes	Meet the bike maintenance schedule

Service	Requirement	Target
Bicycle Availability	Number of bicycles in service	Ensure an average of 90% of total bike fleet is available in summer (May to September) and 70% in winter (October to April) are always in service
Bike Station Maintenance	Bike stations are available 100% of the time	Ensure 100% of bike stations, and every component, are fully functional at all times
	Bike Station and bike checks to ensure they are in working order	Ensure all Kiosks, docks and bikes, and all of their components, are operable, and that station is clean and graffiti free
	Ensure stations are: Accessible for members to drop off and pick up bikes Free of snow, graffiti, debris and are clean Screens and other station hardware are operable and replaced if required	Remove snow within 12 hours of snowfall of 5 cm or more in high pedestrian volume areas, and 8cm or more in low pedestrian volume areas, remove debris and graffiti daily, repair broken hardware within 24 hours. Bike stations, and all components, shall be cleaned once every 2 weeks.
Bicycle Rebalancing	Number of hours a station is either without operative bicycles or available docks.	Ensure there is no more than 100 minutes on average per day when a station is without operative bikes or docks, for stations with more than 12 docks. Ensure that bike pairings (stations that are 12 docks or smaller will be paired with another nearby station for purposes of rebalancing) are without operative bikes or docks for no more than 100 minutes on average per day.

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Selection Committee

All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include members from Bike Share Division of the TPA, including the President, a Vice President, Manager and Planner.

The Selection Committee may at its sole discretion retain additional committee members or advisors.

The aim of the Selection Committee will be to select one (1) or more Proposal(s) which in its opinion meet(s) TPA's requirements under this RFP and provide(s) the best overall value to TPA. The Proposal(s) selected, if any, will not necessarily be the one(s) offering the lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the best overall value for TPA.

TPA may select one Vendor to manage all aspects of the Scope of Work. Alternatively, if it is deemed to be in the best interest of Bike Share at a lower overall cost to TPA, TPA may select different vendors to provide different services or separate districts.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

4.2 Selection Criteria

TPA's criteria for assessing the Proposals will include:

- the ability of the proposed solution to meet the technical requirements specified in section 3 of this document including functionality, implementation support and other services
- the risk to Toronto Parking Authority as measured by a track record of operations of other bike share systems and the Proponent's financial strength
- professionalism of the Proponent, including the Proponent's commitment to employee and supplier diversity
- reliability
- the proposed contract
- the resources required to implement, operate and support the proposed solutions
- capability for growth and added functionality
- references from Proponent's existing customers
- costs

4.3 Selection Process

The Selection Committee will score the Proposals using the evaluation table in **Appendix E**.

4.4 Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify its understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote a particular Proponent.

The Selection Committee may request this further information from one or more Proponents and not from others.

4.5 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum score for the technical portion of the Proposal or has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent(s). TPA reserves the right to interview up to a maximum of three (3) top ranked Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and the TPA will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

A Proponent requested for an interview will be provided an agenda, including a clear list of what is to be presented and discussed during the interview, at least one week prior to the interview.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process unless TPA agrees otherwise in writing and at its sole discretion.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive any information regarding, any interview with any other Proponent.

Refusal of a Proponent to participate in an interview/demonstration requested by TPA may, in TPA's sole discretion, be considered a failure of the Proponent to comply with a Mandatory Requirement of the RFP and thus subject to disqualification.

4.6 Reference Checks

The Selection Committee may contact the Proponent's references and use the responses to validate information provided by the Proponent and as part of the evaluation process.

4.7 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the TPA Board.

Proposal evaluation results shall be the property of TPA and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

4.8 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of TPA. The selection of a recommended Proponent will not oblige TPA to negotiate or execute an Agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City.

TPA shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. TPA shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and TPA may be settled and the issues concerning implementation may be clarified.

Any Agreement must contain terms and conditions in the interests of TPA and be in a form satisfactory to TPA Solicitor. If the Agreement requires TPA Board approval, then the final Agreement must contain terms and conditions substantially as set out in the Board report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

The terms and conditions set out in Appendix 'B' shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable. Any Proponent wishing to request that TPA consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".

If any Agreement cannot be negotiated within thirty (30) to ninety (90) business days of notification to the recommended Proponent, TPA may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

TPA has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. TPA may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to TPA's ability to conduct a thorough evaluation. TPA is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

TPA prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 6 of Appendix A with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by TPA in TPA's sole discretion.

5.1.1 No Incorporation by Reference

The entire content of the Proponent's Proposal should be submitted in a fixed form, and the content of website or other external documents referred to in the Proponent's Proposal, but not attached WILL NOT BE CONSIDERED to form part of its Proposal.

5.2 Proposal Documentation and Delivery

The Proponent is to provide by email the following document as part of its Proposal:

- FORM 1 – Proposal Submission Form (see Appendix C – Standard Submission Forms)

- Alternatively FORM 2 – Notice of No Submission – If Applicable
- Letter of Introduction
- Table of Contents
- Executive Summary
- A copy of the Proponent's and if applicable for each consortium member, Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority
- FORM 3 – Proponent Response Form (see Appendix D – Additional Submission Forms)
- FORM 4 – Key Performance Indicator Form (see Appendix D – Additional Submission Forms)
- FORM 5 – Price Detail Form (see Appendix D – Additional Submission Forms)
- Proof of Financial Viability
- Commitment to Diversity Policy
- Disclosure of any actual or potential conflicts of interest, if any (see Appendix A – RFP Process Terms and Conditions, clause 26 (c))
- Disclosure of any previous convictions (see Appendix A – RFP Process Terms and Conditions, clause 26 (e))
- Clearance Certificate issued by the WSIB (see Appendix B – Agreement Terms and Conditions, clause 22)

The Proposal must not include:

- (a) any qualifying or restricting statements;
- (b) exceptions to the terms and conditions of the RFP that have not be approved through an addendum; or
- (c) additional terms or conditions.

The Proposal must be delivered **by email** no later than the Closing Deadline to:

Bike Share
C/o Toronto Parking Authority

OperatorbikeshareRFP@greenpparking.com

5.3 Proposal Content

The Proposal should contain the following items:

Letter of Introduction – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the Proposal forms.

Table of Contents – Include page numbers and identify all included materials in the Proposal.

Executive Summary – Provide a summary of the key features of the Proposal, identifying your key strengths and ability to manage a Bike Share program of this scale. Please limit your Executive Summary to 2 pages.

Proponent Profile – Complete Form 3 – Proponent Response Form and provide a copy of the Proponent's and if applicable for each consortium member, Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority.

Proponents should have the staff, organization, culture, financial resources, market share and an operational base adequate to ensure their ongoing ability to deliver the services outlined in the Scope of Work within the stated time period of the contract.

Experience and Qualifications of the Proponent – Complete Form 3 – Proponent Response Form

It is important that the Work be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope.

Please note that where the skills/expertise/experience are being provided by a subcontractor or other legal entity apart from the Proponent, a Proposal that does not include the information requested in this Subsection 3 for each such subcontractor or other entity will not be awarded full marks during the evaluation process. In providing references, Proponents agree that TPA can contact the individuals provided as part of the evaluation process. TPA will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

Proposed Staff Team and Resources – Complete Form 3 – Proponent Response Form

It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope.

Note: The Proponent should obtain signed consent forms authorizing the disclosure of personal information to TPA, or its designated agent(s), for any resumes that are submitted; however, the Proponent will accept all liability if signed consent forms and resumes are not obtained.

It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written approval of TPA.

Proof of Financial Viability - For Publicly held companies: Provide audited financial statements for the two (2) most recent years available (or annual report).

For Privately held companies: Provide a letter from your financial institution or from your auditor providing assurance to TPA that the Proponent has been and is financially viable and solvent as a going concern; confirmation that the Proponent has the financial capacity to complete this project; and that the undertaking of this project will not put any undue financial burden on the Proponent.

Commitment to Diversity – Provide a company-approved supplier diversity policy that details the Proponent's commitment to an active supplier diversity program. This policy may demonstrate its commitment to diversity by, but not limited to:

- describing the Proponent's commitment to providing equitable access to subcontracting opportunities for diverse suppliers and demonstrated results of the policy;
- describing the Proponent's commitment to a pro-active employment diversity program, including providing the company approved employee diversity policy and demonstrated results of the policy, or

If the Proponent is certified by a Supplier Diversity Organization, the Proponent should provide evidence of such certification.

Key Performance Indicators – Complete Form 4 – Key Performance Indicators Form

The success of the Bike Share program is predicated on the Vendor's ability to meet certain key performance indicators. To ensure the maximum usage of the System and to achieve a high satisfaction of its members/members, the Proponent must agree to Key Performance Indicators and associated liquidated damages outlined by TPA.

Cost of Services – Complete Form 5 – Price Detail Form

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by TPA staff and adjustments resulting from the correction will be applied to the Total Lump Sum Price quoted.

Prices submitted in a Proposal are to be firm for the duration of the RFP process and the first 3 years of the term of any resulting Agreement.

All prices must be stated in Canadian currency. The Proponent shall assume all currency risk.

The total price quoted must include all labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, TPA/Vendor meetings (as and where deemed required by TPA), disbursements and any/all other operational costs and fees associated with the Services, excluding all applicable taxes. TPA shall not be responsible for any additional costs.

Pricing for Years 3 and 4 of the Initial Term and Option Years

Pricing submitted by the Proponent is to be firm for the first 3 years of the 5-year initial term of the agreement. Pricing in years 3 and 4 of the initial term and each additional option year, if applicable, will be adjusted annually on each anniversary date of the agreement, in accordance with the annual Consumer Price Index (CPI, (CPI index-all items-Toronto) for a 12 month period, using the most current CPI released month at the time of year 3 and 4 and each option year renewal.

The decision to renew the Contract for any option term will be at the sole discretion of TPA and will be decided at least four (4) months in advance. All terms and conditions of the Contract shall remain in effect and continue during the optional year(s), with the exception of any price adjustment. TPA may take into consideration the following into its decision to exercise any option year:

- Available budget;
- The annual price adjustment;
- Vendor performance during the contract; and
- Operational needs

In addition, TPA will also review the Vendor's contract performance during the Term with regards to meeting timelines, and Deliverables.

Taxes

Prices quoted are to exclude Harmonized Sale Tax (HST).

APPENDICES

APPENDIX A - RFP PROCESS TERMS AND CONDITIONS

1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- (c) to become familiar, and (if it becomes a successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at:
<https://web.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent's Proposal.

2. Prime Proponent

A Proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the prime Proponent and be prepared to represent the consortium to TPA by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

3. TPA Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the "TPA Contact" in the **Notice to Potential Proponents**.

No City or TPA representative, whether an official, agent or employee, other than those identified "TPA Contacts" are authorized to speak for TPA with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall TPA not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any TPA staff, TPA Board Members, City staff, City officials or Council member(s), other than a communication with the "TPA Contact" identified on page 1 on this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the

City's Supplier Code of Conduct provides that any Proponent found in breach of the policy may be subject to disqualification from the call or a future call or calls at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

<https://www.toronto.ca/wp-content/uploads/2017/08/9587-Procurement-Processes-Policy-January-1-2017.pdf>

https://www.toronto.ca/legdocs/municode/1184_140.pdf

4. Addenda

If TPA, for any reason, determines that it is necessary to revise any part of this RFP or to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by TPA.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

TPA reserves the right to revise this RFP up to the Closing Deadline.

If any addendum is issued after the Deadline for Issuing Addenda, TPA may at its discretion extend the Closing Deadline for a reasonable amount of time.

TPA will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should **notify TPA in writing not later than the deadline for questions**. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If TPA wishes to accept the proposed change, TPA will issue an Addendum as described in the article above titled **Addenda**. The decision of TPA shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by TPA by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify TPA in writing not later than the deadline for questions. If TPA considers that a correction, explanation or interpretation is necessary or desirable, TPA will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of TPA shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Proponents Shall Bear Their Own Costs

Every Proponent shall bear all costs associated with or incurred by the Proponent in the preparation and presentation of its Proposal including, if applicable, costs incurred for interviews, demonstrations, or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with TPA, as the case may be.

8. Limitation of Liability

TPA shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by TPA of any Proposal, or by reason of any delay in acceptance of a Proposal, except as provided in this RFP.

9. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal prior to the Closing Deadline. To effect a withdrawal, a notice of withdrawal must be sent to TPA Contact and must be signed by an authorized representative of the Proponent. TPA is under no obligation to return withdrawn Proposals.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

10. Binding Proposal

After the Closing Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

11. Acceptance of Proposals

TPA shall not be obliged to accept any Proposal in response to this RFP.

TPA may, without incurring any liability or cost to any Proponent:

- (a) accept or reject any or all Proposal(s) at any time;
- (b) waive immaterial defects and minor irregularities in any Proposals;
- (c) modify and/or cancel this RFP prior to accepting any Proposal;
- (d) award a contract in whole or in part.

TPA is relying on the experience and expertise of the Proponent. TPA reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of TPA. Proponents and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.

12. Verify, Clarify and Supplement

When evaluating proposals, TPA may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. TPA may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of any such information.

If TPA makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

If, in the opinion of TPA, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then TPA may reject its Proposal as not representative of the scope of the services).

13. No Incorporation by Reference

The entire content of the Proponent's Proposal should be submitted in a fixed form and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

14. Unbalanced Bids (In this paragraph "Bid" refers to the Proposal)

TPA may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

- (a) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- (b) TPA had determined that the proposal may not result in the lowest overall cost to TPA even though it may be the lowest submitted bid; or
- (c) it is so unbalanced as to be tantamount to allowing an advance payment.

15. Ownership and Confidentiality of TPA-Provided Data

All correspondence, documentation and information provided by TPA staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- (a) is and shall remain the property of TPA;
- (b) must be treated by Proponents and prospective Proponents as confidential;
- (c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

16. Ownership and Disclosure of Proposal Documentation

- (a) The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to TPA by any Proponent in connection with, or arising out of this RFP, once received by TPA:
 - i) shall become the property of TPA and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
 - ii) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.
- (b) Because of *MFIPPA*, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (c) Each Proponent's name at a minimum shall be made public.

- (d) Proposals will be made available to TPA Board members provided that their requests have been made in accordance with TPA's procedure and may be released to members of the public pursuant to MFIPPA.
- (e) TPA will not return the Proposal or any accompanying documentation submitted by a Proponent.

17. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless TPA, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by TPA brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

18. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, TPA may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by TPA for a period of one year. In addition, TPA may at its option either:

- (a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of TPA shall be null and void; or
- (b) Consider that the Proponent has abandoned any Agreement and require the Proponent to pay TPA the difference between its Proposal and any other Proposal which TPA accepts, if the latter is for a greater amount and, in addition, to pay TPA any cost which TPA may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless TPA, the City, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent. The Proponent shall be ineligible to submit a new Proposal or bid for any Call that TPA is required to reissue as a result of the Proponent's failure or default or where TPA deems that the Proponent has abandoned the Agreement.

19. Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of TPA.

20. Selection of Top-Ranked Proponent(s)

The top-ranked Proponent(s), as established under the evaluation that are selected by TPA to enter onto an agreement pending award will be so notified by TPA in writing.

21. Notification to Other Proponents

Once the recommended Proponent(s) is notified of their selection, the other Proponents will be notified by TPA in writing of the outcome of the RFP process.

22. Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to TPA Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement

opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFP process.

23. No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and TPA by the RFP process until the selection of the Proponent to provide the Deliverables pursuant to an Agreement.

24. Cancellation

TPA may cancel or amend the RFP process without liability at any time.

25. Bid Protest Procedure

(a) Pre-award bid disputes.

Proponents should seek a resolution of any pre-award dispute by communicating directly with TPA Contact as soon as possible from the time when the basis for the dispute became known to them. TPA Contact may delay the outcome of the selection process, or any interim stage of this RFP process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the [Pre-Award and Post-Award Bid Dispute Procedure](#).

(b) Post-award bid disputes.

Any dispute to the outcome of this RFP process must be received in writing by TPA Contact no later than ten (10) days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over \$100,000 that cannot be resolved by TPA Contact through consultations with the Proponent, shall be referred to the Treasurer or their designate(s) for an impartial review, based on the following information:

- i. A specific description of each act or omission alleged to have materially breached the procurement process;
- ii. A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
- iii. A precise statement of the relevant facts;
- iv. An identification of the issues to be resolved;
- v. The Proponent's arguments, including any relevant supporting documentation; and
- vi. The Proponent's requested remedial action.

The Treasurer or their designate(s), in consultation with TPA Solicitor, may:

- i. Dismiss the dispute;
- ii. Accept the dispute and direct TPA Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

For more information, see the [Pre-Award and Post-Award Bid Dispute Procedure](#).

26. Supplier Code of Conduct

(a) Honesty and Good Faith

Proponents must respond to TPA's RFP in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFP. Proponents shall submit a Proposal only if they know they can satisfactorily perform all obligations of the contract in good faith. Proponents shall alert TPA to any factual errors, omissions and

ambiguities that they discover in the RFP as early as possible in the process to avoid the RFP being cancelled.

(b) Confidentiality and Disclosure

Proponents must maintain confidentiality of any confidential City information disclosed to the Proponent as part of the RFP.

(c) Conflicts of Interest and Unfair Advantage

Proponents must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Proponent foresees an actual or potential conflict of interest in the performance of the contract.

(d) Collusion or Unethical Bidding Practices

No Proponent may discuss or communicate, directly or indirectly, with any other Proponent or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a Proposal for the same work. Proponents shall disclose to TPA any affiliations or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

(e) Illegality

A Proponent shall disclose to TPA any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.

(f) Interference Prohibited

No Proponent may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their procurement duties. No Proponent may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Proponent to bid for a City contract or to perform any contract awarded by TPA.

(g) Gifts of Favours Prohibited

No Proponent shall offer gifts, favours or inducements of any kind to City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the RFP or management of a contract.

(h) Misrepresentations Prohibited

Proponents are prohibited from misrepresenting their relevant experience and qualifications in relation to the RFP and acknowledge that TPA's process of evaluation may include information provided by the Proponent's references as well as records of past performance on previous contracts with TPA or other public bodies.

(i) Prohibited Communications

No Proponent, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the RFP to the award and execution of final form of contract, unless such communication is with TPA and is in compliance with Chapter 140, Lobbying of the Municipal Code.

(j) Failure to Honour Bid

Proponents shall honour their Bid, except where they are permitted to withdraw their bid in accordance with the process described in the RFP. Proponents shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by TPA.

(k) Proponent Performance

Proponents shall fully perform their contracts with TPA and follow any reasonable direction from TPA to cure any default. Proponents shall maintain a satisfactory performance rating on their Contracts with TPA and other public bodies to be qualified to be awarded similar contracts.

(l) Disqualification for Non-Compliance with Supplier Code of Conduct

Proponents must be able to certify compliance with the Supplier Code of Conduct. TPA may request compliance certification prior to award. Any contravention of the Supplier Code of Conduct by a Proponent, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for TPA to disqualify a Proponent from the RFP and suspend the Proponent from future procurements.

27. Governing Law and Interpretation

The terms and conditions in this Appendix A - Terms and Conditions of RFP Process:

- (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

APPENDIX B - AGREEMENT TERMS AND CONDITIONS**Note to Appendix:**

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that TPA consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".

1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the City's Fair Wage and other policies or by-laws applicable to the City's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to TPA, upon request, and the Vendor shall indemnify and save the City and TPA harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

2. Non-Exclusivity

The awarding of an Agreement to a Vendor shall not be a guarantee of exclusivity.

3. Confidentiality

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of TPA or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to TPA Solicitor.

4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to TPA without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by TPA to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, TPA may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by TPA to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to TPA's reasonable satisfaction.

5. Indemnities

The Vendor shall indemnify and save harmless TPA, the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section the Vendor shall keep City of Toronto reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on City of Toronto's part without City of Toronto's written permission.

6. Intellectual Property Indemnity

The Vendor shall indemnify and save harmless TPA, the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

7. Employment & WSIB Indemnity

Nothing under this Agreement shall render TPA responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to TPA for any reason whatsoever, the Vendor agrees to indemnify TPA for such costs.

8. No Assignment

The Vendor shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of TPA, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFP and the Agreement.

9. Subcontractors

The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The Vendor shall coordinate the services of its subcontractors in a manner acceptable to TPA, and ensure that they comply with all the relevant requirements of the Agreement.

The Vendor shall be liable to TPA for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its subcontractors.

10. Personnel and Performance

The Vendor shall make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

The Vendor shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.

The Vendor shall ensure that its personnel (including those of approved subcontractors), when using any TPA or City buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to perform or produce the Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of TPA, be required to sign non-disclosure Agreement(s) satisfactory to TPA before being permitted to perform such services.

11. Independent Contractor

The Vendor and TPA agree and acknowledge that the relationship between TPA and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and TPA.

12. Insurance

Without restricting the generality of the indemnification provision, the Vendor shall, at no additional cost to the TPA, at all times until the Work has been completed and handed over to the TPA, obtain and maintain insurance policies for the Work as outlined in the Contract Documents/Proposal and as described below:

1. The Vendor shall obtain Commercial General Liability Insurance such that the policy:
 - a) is in the amount of not less than TEN Million Dollars (\$10,000,000.00) combined single limit, for bodily injury and property damage coverage per occurrence, per occurrence; and TWENTY Million Dollars (\$20,000,000) for aggregate bodily injury and property damage coverage;
 - b) adds the TPA, and City, its boards, agencies and commissions and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operation of the Vendor for which a contract is issued by the City;
 - c) has provisions for cross-liability and severability of interest, blanket form contractual liability, TPA's and Vendor's protective liability, broad form property damage, contingent and/or employer's liability, products/completed operations, non-owned automobile liability and any other provision relevant as detailed in the proposal/contract documents, and if applicable, including coverage for blasting, pile driving and collapse; and
 2. Professional Liability (errors and omissions) coverage provided that the policy:
 - a) is in the amount of not less than One Million Dollars (\$1,000,000);
 - b) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.
- Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.
3. Standard Automobile Liability Insurance for all owned or leased licensed motorized vehicles that will be used in the performance of the Work with a limit of not less than FIVE Million Dollars (\$5,000,000.00);
 4. Vendor's Equipment Insurance – All-Risk property insurance on the Vendor's equipment, materials and supplies used in the performance of the contract, including temporary boilers and pressure vessels in an amount to reflect replacement cost. The Vendor shall have no claim against the TPA or the TPA's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the TPA.

All policies taken out by the Vendor shall be placed with an insurance company licensed to write in the Province of Ontario.

The insurance policies required pursuant to this paragraph shall be primary and shall not call into contribution any insurance available to the TPA.

Prior to the commencement of the Work, the Vendor shall deliver to the TPA an original certificate of insurance in the TPA's standard form, signed by the insurer or an authorized agent of the insurer. The Vendor shall provide original signed Certificates evidencing renewals or

replacements to the TPA prior to the expiration date of the original policies, without notice or request by the TPA.

The Vendor agrees that the insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne entirely by the Vendor. The amount of the deductible for the purpose of this Contract shall not be more than \$25,000.00.

Unless specified otherwise the duration of each insurance policy shall be from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor in the performance of the Work.

On an annual basis the Vendor shall submit to the TPA a renewal certificate or a replacement policy prior to the expiration date of the existing policy without notice or demand by the TPA. If the Vendor fails to do so, any limitation period for claiming indemnity described in the Contract Documents shall not be binding on the TPA.

Each policy (except for the policy of automobile insurance required above shall contain an endorsement requiring the insurer(s) to notify the TPA in writing at least thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior to any cancellation of the Vendor's insurance.

13. Warranties and Covenants

The Vendor represents, warrants and covenants to TPA (and acknowledges that TPA is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with TPA's functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

14. Third Party Software

Where TPA is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of TPA,

- (a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- (b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

The Vendor shall fully defend, save harmless and indemnify TPA from and against any loss or damages suffered by TPA as a result of any failure by the Vendor, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Vendor include third party components within the Solution, the Vendor must secure the rights to use and repackage third party components and pass on those rights to TPA without additional charges.

15. Ownership of Intellectual Property and Deliverables

TPA will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor and its subcontractors. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared

by the Vendor in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of TPA.

16. Payment Schedule

A payment schedule satisfactory to TPA shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Vendor pursuant to the Agreement other than pursuant to one or more signed schedules.

The Vendor shall submit invoices in such detail as may be required by TPA, and TPA reserves the right to require further proof or documentation from the Vendor in respect of services performed or expenses incurred by the Vendor and the Vendor shall provide, without delay, such further proof or documentation.

If TPA does not approve of the Services which are the subject of the invoice, TPA shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall remedy the problem at no additional cost to TPA before TPA shall be obliged to pay the invoice or any part of it, as the case may be.

The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

17. Termination Provisions

Upon giving the Vendor not less than ninety (90) days' prior written notice, TPA may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, TPA shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

Failure of the Vendor to perform its obligations under the Agreement shall entitle TPA to terminate the Agreement upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, TPA shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of TPA for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to TPA under the Agreement or otherwise at law.

No delay or omission by TPA in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to TPA in a clean and readable format.

18. Right to Audit

TPA may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of 5 years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers,

timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by TPA at all reasonable times.

19. Liquidated Damages

If the Vendor at any time fails to supply all goods or services to TPA as specified within the Agreement, or fails to replace goods or services rejected by TPA, then TPA shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by TPA to the vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the Vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

20. Right to Retain Monies

TPA shall have the right to retain out of monies payable to the vendor under the Agreement the total amount outstanding for time to time of all claims arising out of the default of the Vendor of its obligations to TPA. This shall include claims pursuant to this or any other contract or cause of action between the Vendor and TPA which have not been settled between TPA and the Vendor.

21. Occupational Health and Safety

- a. The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b. Nothing in this section shall be construed as making TPA the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.
- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d. The Vendor acknowledges and represents that:
 - i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
 - ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
 - v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

- e. The Vendor shall provide, at the request of the Manager, Bike Share or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - i. documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
 - ii. the occupational health and safety policy.
- f. The Vendor shall immediately advise the Manager, Bike Share or his designate in the event of any of the following:
 - i. A critical injury that arises out of Services that is the subject of this agreement;
 - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;
 - iii. A charge is laid or a conviction is entered arising out of the Services that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- g. The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to TPA.
- h. The parties acknowledge and agree that employees of TPA, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

22. Workplace Safety and Insurance Act

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that TPA is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to TPA every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent Vendors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.

23. Accessibility Standards and Customer Service Training Requirements

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Vendors, Vendors and other Services Providers. For a copy of the City of Toronto requirement, visit the website at:

<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/>

24. Force Majeure

TPA and Vendor shall not be held liable for any losses resulting where the fulfillment of the terms of the Agreement (with the exception of a requirement to pay money by TPA) is hindered or prevented by Force Majeure. Should the performance of the Agreement be delayed or prevented as herein set forth, the Party that encounters such difficulty (the "**disabled Party**") agrees to give immediate written notice and explanation of the course and probable duration of any such delay to the other Party (the "**non-disabled Party**"). Parties agree to negotiate in good faith should a Force Majeure event occur. During the period of Force Majeure the non-disabled Party may seek to have its needs, which would otherwise be met under this Agreement, met by others and any additional costs and expenses incurred or suffered by the non-disabled Party thereto shall be at the expense of the disabled Party with disabled Party's prior written consent. The disabled Party must commence all reasonable efforts to remove the disability and remedy the Force Majeure within 3 days of giving notice of disability and Force Majeure to the non-disabled Party. If the Force Majeure continues for more than 7 days, then the Parties will meet to determine the impact of the Force Majeure event on prices and/or payment terms.

APPENDIX C - STANDARD SUBMISSION FORMS

FORM 1: Proposal Submission Form – Mandatory

FORM 2: Notice of No Submission – If Applicable

REQUEST FOR PROPOSAL NO. 20190812
BIKE SHARE PROGRAM MANAGEMENT
CLOSING: 12:00 NOON (LOCAL TORONTO TIME) September 20, 2019

PROPOSAL SUBMISSION FORM

1. PROPONENT INFORMATION

Please complete following form, and name one (1) authorized person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	
Any Other Trade Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

2. REQUIRED DOCUMENTS

Please confirm that you have submitted the following documents with your Proposal.

Required Document	Indicate Yes if included with your Proposal
Letter of Introduction	
Table of Contents	
Executive Summary	
A copy of the Proponent's and if applicable for each consortium member, Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority	
FORM 3 – Proponent Response Form	
FORM 4 – Key Performance Indicator Form	
FORM 5 – Price Detail Form	
Proof of Financial Viability	
Commitment to Diversity Policy	
Disclosure of any actual or potential conflicts of interest, if any (see Appendix A – RFP Process Terms and Conditions, clause 26 (c))	
Disclosure of any previous convictions (see Appendix A – RFP Process Terms and Conditions, clause 26 (e))	
Clearance Certificate issued by the WSIB (see Appendix B – Agreement Terms and Conditions, clause 22)	

3. REQUEST FOR PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS

By signing this form the Proponent agrees that if selected to provide the goods and/or services described in this Request for Proposal document, they will provide those goods and/or services in accordance with the terms, conditions, and specifications contained in the Request for Proposal document and in accordance with the Proponent's Proposal.

4. DISCLOSURE OF INFORMATION

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

The proponent shall provide the City with *ongoing disclosure*, should the proponent be awarded a contract and any of the information provided above change.

5. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE

I/WE ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA ISSUED:

ADDENDUM No(s). _____ TO _____ DATED _____ TO _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the proponent and attest to the accuracy of the information provided in this proposal.

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.

REQUEST FOR PROPOSAL NO. 20190812
BIKE SHARE PROGRAM MANAGEMENT
NOTICE OF "NO SUBMISSION"

IMPORTANT - PLEASE READ THIS

It is important to TPA to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist TPA in determining the type of services you are interested in submitting a Proposal in the future.

INSTRUCTIONS:

If you are unable, or do not wish to submit a Proposal on this Request for Proposals, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposals documents.

1. We do not offer this service.	<input type="checkbox"/>	Other reasons or additional comments.
2. We do not offer services to these requirements.	<input type="checkbox"/>	
3. Unable to offer services competitively.	<input type="checkbox"/>	
4. Cannot handle due to present commitments.	<input type="checkbox"/>	
5. Quantity/project too large.	<input type="checkbox"/>	
6. Cannot meet delivery/completion requirements.	<input type="checkbox"/>	
7. Licensing restrictions.	<input type="checkbox"/>	

Do you wish to participate in Request for Proposals for services in the future? YES

Company Name:		
Address:		
Signature of Company Representative:		
Position:		
Date:	Tel. No.:	
	Fax No.:	

Send by email: OperatorbikeshareRFP@greenpparking.com

APPENDIX D - SUPPLEMENTARY SUBMISSION FORMS

Proponents submitting a Proposal are required to complete every form as part of their Proposal.

FORM 3: Proponent Response Form

FORM 4: Key Performance Indicators Form

FORM 5: Price Detail Form

PROPONENT RESPONSE FORM

FP #	Item	Question (The use of the terms “you” and “your” refer to the Proponent)	Proponent Response
5.3	Proponent Profile		
	Profile & Summary of Corporate History	Date company started	
		Products and/or services offered	
		Total number of employees	
		Major clients	
		Business partners and the products/services they offer	
		A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of your relationship to them (i.e., research, financing and so on)	
	Consortium	If you are a member of a consortium, provide a description of the relationship(s) between consortium members. Please note section 2 of Appendix A regarding consortiums and the requirement that there be a single Proponent.	
	History of Litigation	Provide a history of litigation or claims made against you and all consortium members during the three years immediately prior to the RFP Closing Time.	

	Experience and Qualifications	Outline your experience with other similar projects.	
		Briefly describe your skills, experience and expertise to manage the services required.	
	References	Provide 3 references for whom you are providing or have provided similar services.	For each reference, provide: <ul style="list-style-type: none"> • the identity of the reference client organization; • a contact name and title, address and telephone number; • the size and nature of the client’s business; • the number of years dealing with the client; • a description of the project; • the timing and duration of the Proponent’s involvement in the project; • the services that were provided by the Proponent (i.e. installation, support, training and/or project management); • date of the project; • details regarding the scale of the project; and • client’s URL address.
	Reference # 1		
	Reference # 2		
	Reference # 3		
	Lost Client	If any of the above are a lost client, please identify which one(s). If not, then provide the following information regarding a lost client: scope of the work provided, period of engagement and reason the relationship changed.	
	Proposed Staff Team and Resources	Identify the main Proponent contact for on-going communication with TPA, including their professional qualifications, years of related project experience.	
		Provide a list of key staff you propose will work on providing these services, each with their qualifications, related project experience,	

		and outline their duties and responsibilities on this project.	
		Outline what strategies you have in place in the event a key staff member is away, including who among the key staff is a back-up for key roles.	
		Confirm that you will provide TPA with 2-week advance notice of change in key personnel.	
	Sub-contractors	Provide the names of sub-contractors that will be utilized by you to provide part of the services required, identifying what services they will provide.	
		Provide the names of key staff, contact information and responsibilities of any sub-contractors that could be utilized as result of this contract.	
	Implementation	It is expected that implementation will take 60 days. Provide a detailed implementation plan, including schedule, key dates for major deliverables, tasks, deliverables and responsibility.	
		Identify any potential pitfalls and/or risks to a successful implementation process.	
		State assumptions regarding roles and involvement of TPA staff and the estimated amount of	

		their time involvement.	
	APPENDIX F – Invoicing Requirements	Confirm that you agree with the Invoicing requirements described in Appendix F.	
		Indicate any deviations to the Invoicing requirements.	
	Payment Terms	Confirm that you agree with a 60-day payment term from the receipt of the invoice or propose an alternative to the standard payment terms of 60 days.	
	Prompt Payment Discount Terms	Propose any prompt payment discount terms.	
3	SCOPE OF WORK		
3.1	Maintain bike fleet, kiosks, bike stations and docks	How many trucks will you have servicing the Bike Share system every day?	
3.1 .1	Maintain bikes	Describe how you will ensure bikes are maintained to meet bicycle availability as specified in the KPIs.	
		Whereas TPA does not require that Bike Share operations be close to their Bike Share network, being close to bike stations may impact the Vendor’s ability to operate efficiently. Describe where you plan to operate this facility, the size of your facility and amenities favourable to maintaining a large fleet of bikes.	
		How many mechanics do you propose hiring	

		and provide the resume of your proposed shop manager?	
		Describe your hiring process for mechanics and subsequent training process.	
3.1 .2	Maintain kiosks	What experience do you have maintaining a kiosk system similar to the size and complexity of Bike Share?	
		How can you ensure kiosks are repaired fast and stay operational through regular maintenance?	
3.1 .3	Maintain bike stations	What experience does your organization have maintaining multiple bike stations similar to Bike Share?	
		Briefly describe the process you will put in place to ensure bike stations are presentable and are identified for maintenance.	
3.1 .4	Maintain docks	What experience do you have maintaining bike docks?	
		What qualifications do your technicians have to maintain and fix docks and kiosks?	
3.1 .5	Maintain ad space at Bike Stations	How will you ensure that any advertisements are presentable and visible?	
3.1 .6	Sponsorship activities	What maintenance priorities will you set to ensure that any Bike Share sponsor is receiving optimal viewing / exposure of their sponsorship material?	

		What experience do you have working with sponsors in a bike share program?	
3.1 .7	Maintenance Log and Reports	How will you maintain a log of each equipment? Provide a sample report of your log.	
3.2	Rebalance bike fleet		
3.2 .1	Rebalance bike fleet	Success of a bike share system hinges strongly on the Vendor's ability to rebalance the bike fleet constantly and quickly. Propose your rebalancing plan, staffing and vehicle allocation, and management of same to show how you can maximize member usage and be proactive to regular traffic flows, special events and the unique nuances of tourist opportunities.	
		Describe how you will assist members drop bikes off at bike stations without a functional dock or find a bike if the bike station is empty.	
		Explain how you can be innovative in this area by suggesting ways Bike Share can address issues of rebalancing.	
		Bike Share is seeking expertise in re-balancing. Indicate how familiar you are with this specific issue and what expertise you can provide.	
3.2 .2	Corralling	Describe how you will meet the TPA	

		corralling requirements.	
3.3	System reconfiguration	Describe how you will project manage all bike station installations, uninstalls and relocations.	
		Identify key personnel, subcontractors and their experience and qualifications to provide these services.	
		Identify the main pitfalls and/or risks that can be associated with system reconfiguration.	
3.4	Expansion	Explain how your organization can continue to grow with Bike Share as their capacity and locations expand rapidly over the next few years. Indicate how you would increase your staff, maintenance and operations center and back office support systems to absorb the additional work through expansion.	
		As Bike Share's geographical footprint expands, describe your plans cover this additional area including where, if any, you would add support locations and how your rebalancing program will support these new areas.	
		As above, what ratio of support staff per 1000 bikes or 10 bike stations would you commit to for the	

		following personnel. Bike mechanics, rebalancing personnel, rebalancing vehicles, bike station maintenance persons, administrative staff and any other categories?	
		Provide a process map which illustrates your proposed project management to plan and support the installation a single bike station and indicate timelines, commitments required from TPA and the assets and personnel your organization will allocate to this project.	
		What sort of time frame does your organization require to staff and plan station expansion?	
		How can your organization assist TPA to assess future Bike Share expansion plans and select the ideal site?	
		When opening a new bike station, there can be local community resistance. What can you do to mitigate this resistance?	
3.5	Hours of Operation	Provide your proposed staffing plan and schedules to ensure required coverage of Bike Share system requirements and ability to staff the service center 365/24 hours daily.	
		How can TPA staff contact the Vendor in	

		the event of emergencies during nights and weekends?	
		How will you deal with different language needs of members? How can you encourage visitors to Toronto that do not speak English or French?	
3.6	Vendor Staff and Equipment	Detail your preventative maintenance program to ensure all Bike Share equipment and your equipment is in working order, is clean and meets all Federal, provincial and Municipal safety standards.	
3.7	Customer Service		
3.7.1	Respond to Call Center Requests – Option A	Describe how your organization will respond to member and public comments, complaints and concerns. What experience does your organization have responding to complaints and public concerns?	
		TPA is looking for a proactive partner, willing to be flexible, able to suggest innovative ways of improving the member/member experience and to grow the system through advocacy and neighbourhood goodwill initiatives. Describe how you can partner with TPA on such initiatives?	
		Describe your issue escalation process	

		outlining timeframes, severity of complaint and persons who will be part of the escalation process.	
3.7.2	Vendor Operated Call Center - Option B	Describe how you would set up a call centre.	
		Describe your experience with setting-up and/or managing a call centre for a bike share program	
		Provide a schedule of time commitments you will abide by in responding to callers to the call center and your method of tracking calls, responding and reporting	
		Would this call center be staffed by employees or will it be outsourced?	
		If outsourced, describe how you will manage the sub-contractor	
3.8	Environmental Considerations	Confirm that you will undertake the environmental activities outlined in the Scope of Work or indicate any deviations.	
		Briefly describe how you will contribute to reducing the negative impact on the environment through your management of the Bike Share program.	
		What data are you prepared to provide to TPA on quarterly basis to demonstrate your increasing commitment to	

		improving the environment through your management of the Bike Share program?	
3.9	Reporting	Confirm you can generate these reports and will be able to provide ad-hoc reporting as needed.	
		Describe your reporting software as either in-house developed or purchased. If purchased, identify the provider.	
3.10	Marketing	Describe your experience developing a marketing plan for a bike share program.	
		How do you monitor social media?	
		Within what time frame do you respond to issues on social media?	
		What is your experience in developing and maintaining websites?	
		What is your experience in developing marketing partnerships for the benefit of a bike share program?	
		Describe any initiatives in managing special events that benefitted a bike share program.	
3.11	Mobility Technologies	Outline additional technologies you have provided to bike share programs, such as apps, secondary locks and helmet dispensers.	

KEY PERFORMANCE INDICATORS FORM

The Proponent must agree to the Key Performance Indicators and associated Liquidated Damages by completing and signing this form.

Service	Requirement	Target	Method of tracking & reporting	Type of Infraction	Liquidated Damages	Corrective Action Process
Reporting	Timeliness of providing reporting to TPA contact; regular & ad hoc.	Provide reports within 2 days of month / quarter/ year end / ad hoc request. Provide unrestricted access to CMMS database at all times.	Vendor will track time reports are delivered for regular reports and track request date(s) and delivery date (s) for ad-hoc reports	Minor Infraction	N/A	If Reports are not delivered on time for 3 consecutive months, vendor will escalate issue to management with each report being tracked individually
	Member Satisfaction	Satisfaction level based on the number of calls placed by members identifying problems with bicycles, docks and/or billing issues	Incur less than 2% of service calls per trip taken (based on monthly ridership)	Compare number of trips as per COMET reporting vs. number of calls placed by members to call center that identify service issues	Major Infraction	N/A
	Overall Satisfaction	Achieve overall satisfaction of at least 90%	Based on annual member survey conducted by TPA. Neutral or Fair responses are not to be included as "satisfied"	Minor Infraction	N/A	If member satisfaction levels drop 5% below minimum levels, vendor shall investigate each unsatisfactory response, maintain a log for each and describe the corrective action performed

Service	Requirement	Target	Method of tracking & reporting	Type of Infraction	Liquidated Damages	Corrective Action Process
Bicycle Maintenance	Bikes are maintained as per PBSC requirements	Verify safety of each bicycle every month	Vendor logs (CMMS Database)	Major Infraction	N/A	Vendor shall verify safety of all unchecked bikes (for the month) within 5 days to ensure bikes are maintained as per PBSC requirements
	Apply requirements of PBSC schedules for bikes	Meet the bike maintenance schedule	Vendor logs (CMMS Database)	Major Infraction	N/A	Vendor shall repair all bikes within 10 days as per PBSC maintenance schedule.
Bicycle Availability	Number of bicycles in service	Ensure an average of 90% of total bike fleet is available in summer (May to September) and 70% in winter (October to April) are always in service	As per TPA reporting software, track out of service bicycles as a percent of all available bicycles (PBSC daily report and average over month)	Major Infraction	\$1000 for every percent in the 1-5% range under the allowable limit monthly; \$2000 for every percent in the 6-10% range under the allowable limit monthly; \$5000 for every percent higher than 11% monthly	If levels of unavailable bikes are exceeded for 2 consecutive months, vendor shall repair all unavailable bikes, and replace any missing bikes within 14 days.
Bike Station Maintenance	Bike stations are available 100% of the time	Ensure 100% of bike stations, and every component, are fully functional at all times	Vendor logs (CMMS Database)	Major Infraction	\$2/dock/hour per station that is non-functional. There is a 2-hour time allowance before this is applied	Vendor shall repair all bike stations within 2 hours to restore full functionality.

Service	Requirement	Target	Method of tracking & reporting	Type of Infraction	Liquidated Damages	Corrective Action Process
	Bike Station and bike checks to ensure they are in working order	Ensure all Kiosks, docks and bikes, and all of their components, are operable, and that station is clean and graffiti free	Once a month an audit will be performed to 1-5% of the bike share system. Audits will be announced with station location one hour in advance	Major Infraction	no liquidated damage for any incident at the first station where an incident is found; \$25/incident at the second station where an incident is found; \$50/incident at the third; \$75 /incident at the fourth; \$100/incident at the fifth and beyond	If audits are indicating that stations are not being maintained for three consecutive months, vendor shall perform checks of all stations within 14 days to ensure bike stations meet operational and cleanliness criteria
	<p>Ensure stations are: Accessible for members to drop off and pick up bikes</p> <p>Free of snow, graffiti, debris and are clean</p> <p>Screens and other station hardware are operable and replaced if required</p>	<p>Remove snow within 12 hours of snowfall of 5 cm or more in high pedestrian volume areas, and 8cm or more in low pedestrian volume areas, remove debris and graffiti daily, repair broken hardware within 24 hours.</p> <p>Bike stations, and all components, shall be cleaned once every 2 weeks.</p>	As per Vendor crew time sheets and CMMS database	Major infraction	\$100/station	If levels are exceeded for 3 consecutive weeks, vendor shall hire 1 additional station maintenance crew to rectify situation. For the following 6 months, vendor shall maintain the additional mechanic until TPA is satisfied
Bicycle Rebalancing	Number of hours a station is either without operative bicycles or available docks.	Ensure there is no more than 100 minutes on average per day when a station is without operative bikes or docks, for stations with more than 12 docks Ensure that bike pairings (stations that are 12 docks or smaller will be	As per TPA reporting software, track stations without operative bikes or docks	Major Infraction if the time allowance (100 minutes) is exceeded by 20% or higher (120 minutes or higher)	Note that a bonus is payable for exceeding KPIs in Priority stations. (see 3.2.1 of the RFP)	Whenever a station or pairing of stations exceeds its exemption for more than 5 days of 10 consecutive days, vendor shall increase rebalancing services.

		paired with another nearby station for purposes of rebalancing) are without operative bikes or docks for no more than 100 minutes on average per day				
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Penalties are divided into various categories based on the importance of the infraction.

Type of Infraction	Definition
Minor Infraction	Operating infraction that impacts BST to the general public in a negative way
Basic Infraction	Negative impact on BST towards either members or BST staff
Major Infraction	Infraction that impacts BST in a negative financial manner or by reducing member experience

I/WE ACKNOWLEDGE THE RECEIPT OF AND AGREE WITH THE KEY PERFORMANCE INDICATORS AND ASSOCIATED LIQUIDATED DAMAGES:

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

PRICE DETAIL FORM

The Proponent is to complete the attached Excel form.



RFP 20190821 Fee
Chart.xlsx

APPENDIX E - PROPOSAL EVALUATION TABLE

TPA will conduct the evaluation according to the stages described below:

FP #	Evaluation Criteria	Question	Weighting
Stage 1	Compliance with Mandatory Submission Requirements		PASS / FAIL
	RFP Submission and FORMS	RFP submitted on time and Forms completed and signed	PASS / FAIL
Stage 2	Detailed Evaluation based on Proposal Content		75
5.3	Proponent Profile	<ul style="list-style-type: none"> History Number of employees Major clients Litigation, if any 	2
	Experience and Qualifications	<ul style="list-style-type: none"> Experience with similar projects Skills experience, expertise 	10
	References	<ul style="list-style-type: none"> Similarity of references to Bike Share Results of reference calls will be assessed additional points with short-listed Proponents 	1
	Proposed Staff Team and Resources	<ul style="list-style-type: none"> Qualifications & experience Back-up Staff planning 	5
	Implementation	<ul style="list-style-type: none"> Ability to manage implementation 	1
	Financial Viability	<ul style="list-style-type: none"> Demonstrated financial viability to operate Bike Share throughout agreement 	3
	Commitment to Diversity	<ul style="list-style-type: none"> Commitment to diversity 	1
	APPENDIX F – Invoicing Requirements & Payment Terms	<ul style="list-style-type: none"> Confirmation to payment terms or offer of more favourable terms to TPA 	2
3	SCOPE OF WORK		
3.1	Maintain bike fleet, kiosks, bike stations and docks	<ul style="list-style-type: none"> Maintenance quality Mechanics hiring and training Experience Experience in working with sponsors Maintenance logs 	10
3.2	Rebalance bike fleet	<ul style="list-style-type: none"> Quality of proposed bike balancing approach and resource allocation Innovations Expertise in rebalancing and corralling 	15
3.3	System reconfiguration	<ul style="list-style-type: none"> Experience and qualifications 	3
3.4	Expansion	<ul style="list-style-type: none"> Expansion plan to support Bike Share Resource allocation Installation process Additional assistance regarding selection of site and/or mitigating community resistance 	3

FP #	Evaluation Criteria	Question	Weighting
3.5	Hours of Operation	<ul style="list-style-type: none"> Operations schedule Contact during emergencies Languages 	3
3.6	Vendor Staff and Equipment	<ul style="list-style-type: none"> Preventative maintenance plan 	3
3.7	Customer Service		
3.7.1	Respond to Call Center Requests – Option A	<ul style="list-style-type: none"> Experience Innovation Escalation process 	4
3.7.2	Vendor Operated Call Center - Option B	<ul style="list-style-type: none"> Set-up plan Experience Responsiveness 	Optional
3.8	Environmental Considerations	<ul style="list-style-type: none"> Commitment to environmental considerations Ability to reduce impact on environment 	2
3.9	Reporting	<ul style="list-style-type: none"> Reporting capability 	2
3.10	Marketing	<ul style="list-style-type: none"> Experience developing a marketing plan Ability to monitor social media Responsiveness Experience developing websites Experience in special events 	4
3.11	Mobility Technologies	<ul style="list-style-type: none"> Additional technologies 	1
Stage 3	Cost		25
	Pricing Chart – Monthly fees	Formula: Lowest cost proposal / Proponent's cost X 23	23
	Pricing Chart – Incremental fees	Formula: Lowest cost proposal / Proponent's cost X 2	2
SUB-TOTAL	For selection of short-listed Proponents		100
Stage 4	Reference Checks		25
TOTAL			125

CRITERIA FOR EVALUATION SCORES

0 – No Value: Fails to address the component.

1 – Poor: Minimally addresses the component, but one or more major considerations of the component are not addressed.

2 – Fair: The response addresses the component adequately, but minor considerations may not be addressed.

3 – Good: The response fully addresses the component and provides a good quality solution. Good degree of confidence in the Proponent's response or proposed solution met.

4 – Very Good: All considerations of the component are addressed with a high degree of confidence in the Proponent's response or proposed solution.

5 – Excellent: All considerations of the component are addressed with the highest degree of confidence in the Proponent's response or proposed solution. The response exceeds the requirements in providing a superior response or proposed solution.

APPENDIX F – PAYMENT TERMS AND INVOICING REQUIREMENTS**A. Payment**

TPA will pay the Vendor for the Services performed by the Vendor pursuant to this Agreement, in the amounts and manner, and at the times, set forth in FORM 5 – Price Detail Form hereto attached.

The Vendor shall, even if the rate of payment set forth in FORM 5 hereto attached is based on an hourly, daily or other time-based rate, perform all of the Services notwithstanding that the value of the time spent by the Vendor in performance thereof exceeds the maximum amount specified in the Schedule, on the basis that neither such rate nor any provision of this Agreement shall relieve the Vendor from performing all the Services or all its undertakings and obligations under this Agreement.

The Vendor agrees to keep and maintain accurate and complete records and accounts related to any costs payable by TPA under this Agreement. All such records, including timesheets, correspondence, receipts and memoranda pertaining to the Services shall be available for inspection by any authorized employee or agent of TPA at all reasonable times for the purpose of auditing the Vendor's costs and the Vendor shall provide every reasonable assistance for that purpose. Such records shall be kept for a period of 12 months after completion of all of the Vendor's services in respect to the Project or termination of this Agreement, whichever occurs last.

At the request of TPA, the Vendor shall submit to TPA, when claiming reimbursement of expenses, except where the Proposal does not require disbursements to be itemized and claimed on an individual basis, detailed expense sheets, copies of receipts, and/or per diem documentation, invoices, vehicle travel records and all such documents and materials in respect of such expenses.

B. Harmonized Sales Tax (HST) and Custom Duties

The Total Contract Price shall be inclusive of all applicable tax and duties except HST, in force or announced prior to the Proposal closing, even if the effective date is subsequent to the Proposal closing. If a change in the tax or duty payable is announced subsequent to the Proposal closing, any change in tax or duty payable shall be the responsibility of TPA. The

Vendor shall supply TPA with sufficient documentation to permit a determination of the resulting change.

C. Invoicing and Correspondence

a) The Vendor shall submit, in writing, an invoice for the value of the Work performed. All invoices shall be submitted in Canadian currency and shall be inclusive of all labour, equipment, materials, products, supplies, miscellaneous items, overhead and profits, travel, delivery/shipping, duty, staff time, as well as any other related changes in the performance of the Work. There shall be no extra charge to TPA. The invoice shall include the same information as the packing slip, with the additional following information:

- i) The Purchase Order number and Vendor's Harmonized Sales Tax (HST) registration number;
- ii) Invoice date and number;

- iii) A separate line showing the amount of HST.

- b) Invoices shall be submitted to:

Accounts Payable
Toronto Parking Authority
33 Queen Street East
Toronto, Ontario, M5C 1R5
Attention: Vice President Operations

- c) All other communication, correspondence and submissions shall be directed to:

President
Toronto Parking Authority
33 Queen Street East
Toronto, Ontario, M5C 1R5

D. Terms of Payment

The terms of payment are Net 30 days after all the following conditions are met:

- a) TPA's receipt of an invoice complies with Article 2, Section 2.17;
- b) The Contract Administrator's approval of the invoice.

All prices in the Contract are stated and shall be paid in Canadian currency.

Where there is a question of non-performance, TPA may withhold payment in whole or in part against which to charge back any adjustment required.

The Vendor shall not claim or apply for penalty charges in respect of late payment.

APPENDIX G – PROJECT REFERENCE MATERIAL

OPERATING PERFORMANCE AND CAPITAL INVESTMENT (2014-2019)

Table 1: OPERATING PERFORMANCE (\$ thousands)	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Forecast	2018 Budget	2019 Budget
Sponsorship	125	750	625	-	-	1,500	1,500
Ridership and other revenue	-	-	-	2,124	3,390	3,610	4,620
Total System-generated revenue	125	750	625	2,124	3,390	5,110	6,120
Operating expenses	(965)	(1,059)	(1,053)	(4,272)	(5,669)	(5,520)	(6,145)
Operating cash loss	(840)	(309)	(428)	(2,148)	(2,279)	(410)	(25)
Bike Share Reserve Fund XQ-0013 draw	214	309					
Operating cash deficit to be funded	(626)	-	(428)	(2,148)	(2,279)	(410)	(25)
No. of Rides (annual)	488,448	663,286	834,235	1,510,424	2,267,100	2,500,000	3,500,000
Subsidy per ride	\$ (1.72)	\$ (0.47)	\$ (0.51)	\$ (1.42)	\$ (1.01)	\$ (0.16)	\$ (0.01)

Notes: 1. The cumulative 2014-2016 operating cash losses (\$1,054K) **recommended** to be funded from the Public Realm Reserve.

2. 2017 and 2018 operating cash loss **recommended** to be funded from the Public Realm Reserve.

Table 2: CAPITAL INVESTMENT (\$ thousands)	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Forecast	2018 Budget	2019 Budget
No. of Bikes	1,000	1,000	2,000	2,750	3,750	3,750	5,550
Bike system expansion	-	-	6,088	3,724	5,256	4,980	7,500
Funded by:							
Provincial funding (OMCC)			-	-	-	-	(6,000)
Metrolinx			(3,920)	-	(980)	(980)	-
Public Transit Infrastructure Fund				(1,862)	(2,138)	(2,000)	-
Move Ontario 2020 Reserve Fund (XR3025)			(1,200)	-	-	-	-
Public Realm Reserve Fund			-	-	(2,000)	(2,000)	-
PanAm Reserve Fund (XR1218)			(667)	-	-	-	-
Reserve Funds (Section 37 and 45)			-	-	-	-	(1,500)
TPA Capital Expenditure Reserve Fund (XR6002)			-	(1,862)	(138)	-	-
Capital expansion unfunded	-	-	301	-	-	-	-

Notes: 1. The 2016 capital expansion funding deficit of \$301K **recommended** to be recovered from:

- accrued Metrolinx fund interest (\$123.5K); and
- the Bike Share Reserve Fund (\$177.5K).

2. 2019 capital funding \$1,500K is **recommended** to be recovered through received Section 37 and 45 funds (\$1,500K).

Figures shown in RED require funding source approval at this time.

PBSC redacted agreement

This agreement was included to establish the relationship between TP and PBSC. However, in the interest of eliminating any competitor access to confidential clauses, the enclosed agreement has been redacted by PBSC.



Supply and Services
Agreement PBSC sec

Inventory of bikes by year of purchase

Year	Number of Bikes	Bike Model
2011 May	1000	ICONIC
2016 June	1000	ICONIC
2017 August	750	ICONIC
2018 July	1000	ICONIC
2019 June	1250	ICONIC

List of stations with 12 or fewer docking point stations

Station ID	Station Name	DPs
7006	Bay St / College St (East Side)	11
7024	Dundonald St / Church St	11
7054	Navy Wharf Ct. / Bremner Blvd.	11
7071	161 Bleecker St (South of Wellesley)	11
7087	Danforth Ave / Aldridge Ave	11
7091	Donlands Station	11
7094	Chester Station	11
7103	Jimmie Simpson Park (Queen St E)	11
7109	Seaton St / Dundas St E	11
7111	King St W / Douro St	11
7120	Gerrard St E / River St	11
7129	Davenport Rd / Avenue Rd	11
7133	Summerhill Station	11
7149	Yarmouth Rd / Christie St	11
7152	Ossington Ave / Bloor St W	11
7169	Front St W / Bay St (North Side)	11
7184	Ossington Ave / College St	11
7191	Central Tech (Harbord St)	11
7194	Mortimer Ave / Coxwell Ave	11
7195	Ulster St / Bathurst St	11
7196	Roxton Rd / Harbord St	11
7197	Queen St W / Dovercourt Rd	11
7208	80 Clinton St (North of College)	11
7223	Parkside Dr / Bloor St W - SMART	12
7229	Dundas St W / Roncesvalles Green P - SMART	12
7235	Bay St / College St (West Side) - SMART	12
7236	Thompson St / Broadview Ave - SMART	12
7237	Ward Ave / Wallace Ave	11
7240	Bloor St W / Shaw Ave - SMART	12
7241	519 Church St - SMART	12
7245	Tecumseth St / Queen St W - SMART	9
7247	Howard Park Ave / Dundas St W - SMART	12
7249	Dovercourt Rd / Harrison St - SMART	12

7250	St. George St / Russell St - SMART	12
7253	John St / Mercer St - SMART	12
7254	Borden St / Bloor St W - SMART	12
7256	Vanauley St / Queen St W - SMART	9
7265	Wallace Ave / Symington Ave - SMART	12
7271	Yonge St / Alexander St - SMART	8
7272	Yonge St / Dundonald St - SMART	12
7274	Queen's Park Cres E / Grosvenor St - SMART	12
7275	Queen St W / James St	11
7276	Bloor St W / Balmuto St	11
7278	Summerhill Ave / MacLennan Ave - SMART	12
7285	Spadina Ave / Harbord St - SMART	11
7287	Queen St E / Pape Ave - SMART	8
7004	University Ave / Elm St	11
7007	College St / Huron St	11
7009	King St E / Jarvis St	11
7011	Wellington St W / Portland St	11
7023	College St / Borden St	11
7047	University Ave / Gerrard St W	11
7049	Queen St W / Portland St	11
7050	Richmond St E / Jarvis St Green P	11
7062	University Ave / College St	11
7069	Queen St W / Spadina Ave	11
7070	25 York St (ACC/Union Station South)	11
7130	Pears Ave / Avenue Rd	11
7078	College St / Major St	11
7277	Chorley Park - SMART	12

Schedule: Bikeshare Toronto Sponsorship

- 1 Visibility on Bikes
 - 1.1 Baskets
 - 1.2 Rear Fenders
 - 1.2.1 Rear fender: Right side
 - 1.2.2 Rear fender: Left side
 - 1.3 Bike Frame Presence
 - 1.3.1 Bike frame: Right side
 - 1.3.2 Bike frame: Left side
 - 1.4 Stemcap
- 2 Visibility on Stations
 - 2.1 Docking Points
 - 2.1.1 Docking point: Top
 - 2.1.2 Docking point: Right side
 - 2.1.3 Docking point: Left side
 - 2.2 Kiosk
 - 2.3 Map Frame Panel
 - 2.4 Logo on Map
 - 2.5 Localization on Map
- 3 Visibility on Maintenance Equipment
 - 3.1 Wrap on Van
 - 3.2 Logo on Trucks
 - 3.3 Logo on Maintenance Squad Uniform
- 4 Visibility in advertising material
 - 4.1 Advertisement campaign
 - 4.2 Official board / sign
 - 4.3 Official brochure
- 5 Advertising
 - 5.1 4-week campaign within the advertising network
 - 5.2 Sending possibilities to subscriber list
- 6 Visibility in supporting material
 - 6.1 Title sponsorship on key
 - 6.2 Subscriber kit
 - 6.3 Logo on portable map
 - 6.4 Branch localization on map
 - 6.5 Informative brochure
 - 6.6 Coupon/ ticket
- 7 Awareness/ promotion squad
 - 7.1 Title of sponsorship squad
 - 7.2 Title sponsorship at events (bike parking)
 - 7.3 Logo on uniform
 - 7.4 Logo on caps

- 8 Visibility on website
 - 8.1 Logo on corporative website
 - 8.2 Logo and hyperlink on all pages
 - 8.3 Title sponsorship of a column
 - 8.4 Branch identification on interactive map
 - 8.5 Appear on all newsletters

- 9 Visibility in public relations operations
 - 9.1 Mention in press releases
 - 9.2 Logo on press cover kit
 - 9.3 Spokesperson in press events

- 10 Other Benefits
 - 10.1 Casual passes
 - 10.2 Annual subscriptions
 - 10.3 Possibility to install stations for corporate events
 - 10.4 Rights to name and logo use



