

PA13.1 Appendix D

APPENDIX D: BIKE SHARE TORONTO REQUEST FOR PROPOSAL



Bike Share Toronto Request for Proposal

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Table of Contents

Schedule A – Glossary.....	i
1 Introduction.....	5
1.1 Company Overview.....	5
1.1.1 Toronto Parking Authority.....	5
1.1.2 Bike Share Toronto.....	6
1.2 Operational Context.....	7
1.3 Purpose.....	9
1.4 Scope and Objectives.....	10
1.5 Term.....	10
2 Instructions to Proponents.....	11
2.1 Project Schedule/Key Dates.....	11
2.2 RFP Downloads and Subsequent Communication.....	11
2.3 Closing Date and Time for RFP Response Submission.....	12
2.4 Clarifications.....	12
2.5 Terms and Conditions.....	13
2.5.1 Form of Response.....	13
2.5.2 Statement of Requirements.....	13
2.5.3 Single Proponent.....	13
2.5.4 Contact Person.....	13
2.5.5 Proponent Response Table.....	13
2.5.6 Proponent Exception Table.....	14
2.5.7 Proponent Comments Table.....	14
2.5.8 Financial Information.....	15
2.5.9 Addenda.....	15
2.5.10 Receipt of Responses.....	15
2.5.11 Rights Reserved.....	16
2.5.12 Changes requested by Proponents.....	17
2.5.13 Errors or Omissions.....	17
2.5.14 Proponent Representations.....	18
2.5.15 Post-Submission Adjustments and Withdrawal of Proposals.....	18
2.5.16 No Collusion.....	18

2.5.17	Prohibition against Gratuities	19
2.5.18	Verification of Proposal Information	19
2.5.19	Unbalanced Bids.....	20
2.5.20	Conflicts of Interest	20
2.5.21	Ownership and Compelled Disclosure of Proponent-Provided Materials.	21
2.5.22	Designation of Proponent-Provided Materials.....	21
2.5.23	Confidential Treatment of the Proponent-Provided Materials and other Work	22
2.5.24	Ownership and Confidentiality of TPA-Provided Material	22
2.5.25	Intellectual Property Rights Indemnification	23
2.5.26	Usage of Proposal Information	23
2.5.27	Proposal Acceptance.....	23
2.5.28	Publicity	23
2.5.29	Governing Law.....	24
3	System Access Requirements and Volume estimates.....	25
3.1	System Access Requirements	25
3.2	Current Bike Share Toronto Transaction Volume Estimates.....	25
4	Evaluation Process	27
4.1	Evaluation Process Overview	27
4.2	Assessment Factors	30
5	Statement of Technical Requirements.....	33
5.1	Bicycle Hardware Requirements.....	34
5.2	Functional Software Requirements.....	44
5.3	Non-Functional	53
5.4	Integration.....	59
	Appendix A – Submission Requirements	61
	Appendix B – Proponent Response Table	67
	Appendix C – Proponent Exceptions Table.....	68
	Appendix D – Proponent Comments Table.....	69
	Appendix E – Price Schedule for Proposal.....	70
	New Equipment Proposal:	70
	Proponent’s Bid on Existing Equipment (“Salvage Value”):	72
	Appendix F - Proponent Declaration	73

Schedule A – Glossary:

The following table contains definitions for terms used in this RFP document.

Term	Definition
Accessibility for Ontarians with Disabilities Act, 2005 (AODA)	Act enacted by the Province of Ontario for the purpose of developing, implementing and enforcing accessibility standards to achieve accessibility for Ontarians with disabilities
Administration Portal	Secure web-based interface to be made available to TPA for configuration of system and reporting
Agreement	Contract between TPA and the Selected Vendor
Applicable Laws and Requirements	<p>(i) any statute or proclamation or any delegated or subordinate legislation, including regulations and municipal by-laws;</p> <p>(ii) any lawful requirement of a Governmental Authority, including but not limited to those lawful requirements contained in agreements with the Governmental Authority or in approvals, certificates, permits and/or other authorizations issued by the Governmental Authority; and</p> <p>(iii) any applicable judgment of a relevant court of law, board, arbitrator or administrative agency of competent jurisdiction,</p> <p>in each case that is binding and in force in the Province of Ontario.</p>
Bicycle ID	A unique number assigned by Bike Share Toronto which identifies each available rental bicycle in the program.
Bike Share Toronto (“BST”)	Represents the trademark of a bicycle sharing program in the City of Toronto, owned and managed by TPA, which rents bicycles on a short term basis to casual users and members.

Term	Definition
Bike Share Toronto System (“BSTS”)	This includes the systems and components required to operationally support and process Bike Share Toronto payments. This includes authentication of members as well as payment from casual users.
Closing Deadline	Also referred to as “Proposal Submission Deadline”, this represents the final date and time that Proposals will be accepted by TPA for this RFP
Customer Support	Phone systems and resources provided by Motivate to support customer inquiries for the Bike Share Toronto
Customer Web Portal (“Web”)	Website provided by Motivate for Bike Share Toronto to allow customers to log-in, buy memberships, make inquiries or apply changes to their account.
Governmental Authority	Any federal, provincial or municipal government, parliament, legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator)
Location	Any place that has a Bikeshare rental station in the City of Toronto and/or Greater Toronto Area (GTA)
Machine ID	The unique number assigned by the Bike Share Toronto to each payment terminal
Mobile App	An application available on iPhone and Android platforms that carries the functionality to support bicycle rentals from Bike Share Toronto
Members	BST customers who have purchased memberships providing them access to Bike Share Toronto bicycles according to the terms & conditions of their membership agreement.

Term	Definition
Motivate	A third party vendor, formerly named Alta Bike Share, which is currently under contract with TPA to provide all Operations and Customer Support for the existing Bike Share Toronto system
MFIPPA	Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, CHAPTER M.56.
Payments Processor	Refers to the Proponent which will be responsible for processing BST customer's credit card payments through the various card associations
Proponent	Means a legal entity, being a sole proprietor, partnership or corporation that submits a Proposal in response to this formal Request for Proposals
Proponent-Provided Materials	All materials (e.g. Proposal, e-mail correspondence, inquiries) that a Proponent submits as part of this RFP process.
Proposal	An offer submitted by a Proponent in response to this Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP
RFP	This Request for Proposals package in its entirety, inclusive of all Appendices and any bulletins or Addenda that Bike Share Toronto may issue
Salvage Value	The dollar value assigned for all existing TBS hardware which each Proponent must purchase as part of their Proposal in response to this RFP
Selected Proponent	The Proponent selected by TPA for which TPA will seek approval from the TPA Board of Directors to proceed into contract negotiations based on the award of the RFP.
Selected Vendor	The Selected Proponent with whom TPA staff have been given approval to proceed into contract negotiations based on the award of the RFP

Term	Definition
Toronto Parking Authority (“TPA”)	A public entity owned by the City of Toronto with a mandate to provide safe, attractive, conveniently located and competitively priced off-street and on-street public parking as well as own and operate Bike Share Toronto.
TPA-Provided Materials	All material (e.g. this RFP document, RFP Addenda, e-mail correspondence, responses to inquiries) that the TPA provides to Proponents as part of this RFP process.

1 Introduction

1.1 Company Overview

1.1.1 Toronto Parking Authority

The Toronto Parking Authority (“TPA”), branded as “GreenP”, is a self-sustaining and self-financing public entity owned by the City of Toronto. Recognized as a world leader in parking technology services, the TPA has built an international reputation as a forerunner in effective and innovative parking solutions ensuring that local businesses continue to grow, neighbourhoods remain vibrant, and that the environmental footprint is minimized.

First established as an agency of the City of Toronto in 1952, the TPA of today provides 21,600 off-street spaces in over 200 facilities including 24 parking garages, as well as close to 18,000 on-street spaces controlled by solar powered pay-and-display machines or meters. Besides its own facilities, the TPA operates a number of third party sites including 14,000 spaces for the Toronto Transit Commission, over 2,000 seasonal spaces for the City of Toronto’s Parks, Forestry and Recreation Division, other real estate holdings of the City of Toronto, the Distillery District and others. The TPA is recognized as one of the largest municipal parking operators in North America.

The TPA prides itself with providing a high level of customer service. The TPA’s mandate has always been:

“To provide safe, attractive, self-sustaining, conveniently located and competitively priced off-street and on-street public parking as an integral component of Toronto’s transportation system”

TPA has developed and pioneered new technologies and solutions that have subsequently become part of parking programs in many cities throughout the world. Being a leader has resulted in the TPA accomplishing many “firsts” in our industry:

- 1957 - First municipal parking garage built in North America
- 1958 – Largest public parking facility in the British Commonwealth
- 1979 – First mixed land use facility / First joint development
- 1980s – First conversion, parking meters to parking machines in off-street facilities

- 1995 – First automated parking garage with entry/exit by credit card in North America
- 1998 – First use of solar powered pay-and-display machines on-street in North America
- 1998 – First in the world to remotely monitor on-street and off-street machines and to accept credit cards
- 2013 – Acquired the ownership and operational responsibility for Bike Share Toronto
- 2015 – Launched Green P Mobile Pay

TPA continues to strive to improve efficiencies, find solutions, and effect positive change within Toronto's dynamic and challenging transportation system.

Additional information about the TPA / GreenP is available on the TPA's website at www.greenp.com.

1.1.2 Bike Share Toronto

About Bike Share Toronto

Bike Share Toronto's system (formerly BIXI Toronto) launched in May of 2011 with a network of 1000 bicycles and 80 stations located throughout downtown Toronto. Intended to provide Toronto's residents and visitors with an additional transportation option for getting around town, Bike Share Toronto makes active transportation simple, fast, and fun!

Bike Share Toronto is available for use 24 hours a day, 365 days a year, except during severe weather conditions. The station network provides almost 1.5 times as many docking points as bicycles, assuring that an available dock to return your bicycle is always nearby. The system includes a fleet of specially designed, heavy-duty, durable bicycles that are locked into a network of docking stations.

Bike Share Toronto is a project of the Toronto Parking Authority.

About the Operator

Bike Share Toronto is operated by Motivate based in Brooklyn, New York. Motivate currently operates Capital Bikeshare in Washington DC, Arlington and Alexandria, VA and Montgomery County, MD; Hubway in the Boston-Metro region; Melbourne Bike Share in Melbourne, Australia; Bike Chattanooga in

Chattanooga, TN; Citi Bike in New York City; Divvy in Chicago; CoGo in Columbus, OH; and Bay Area Bike Share in the Bay Area, CA.

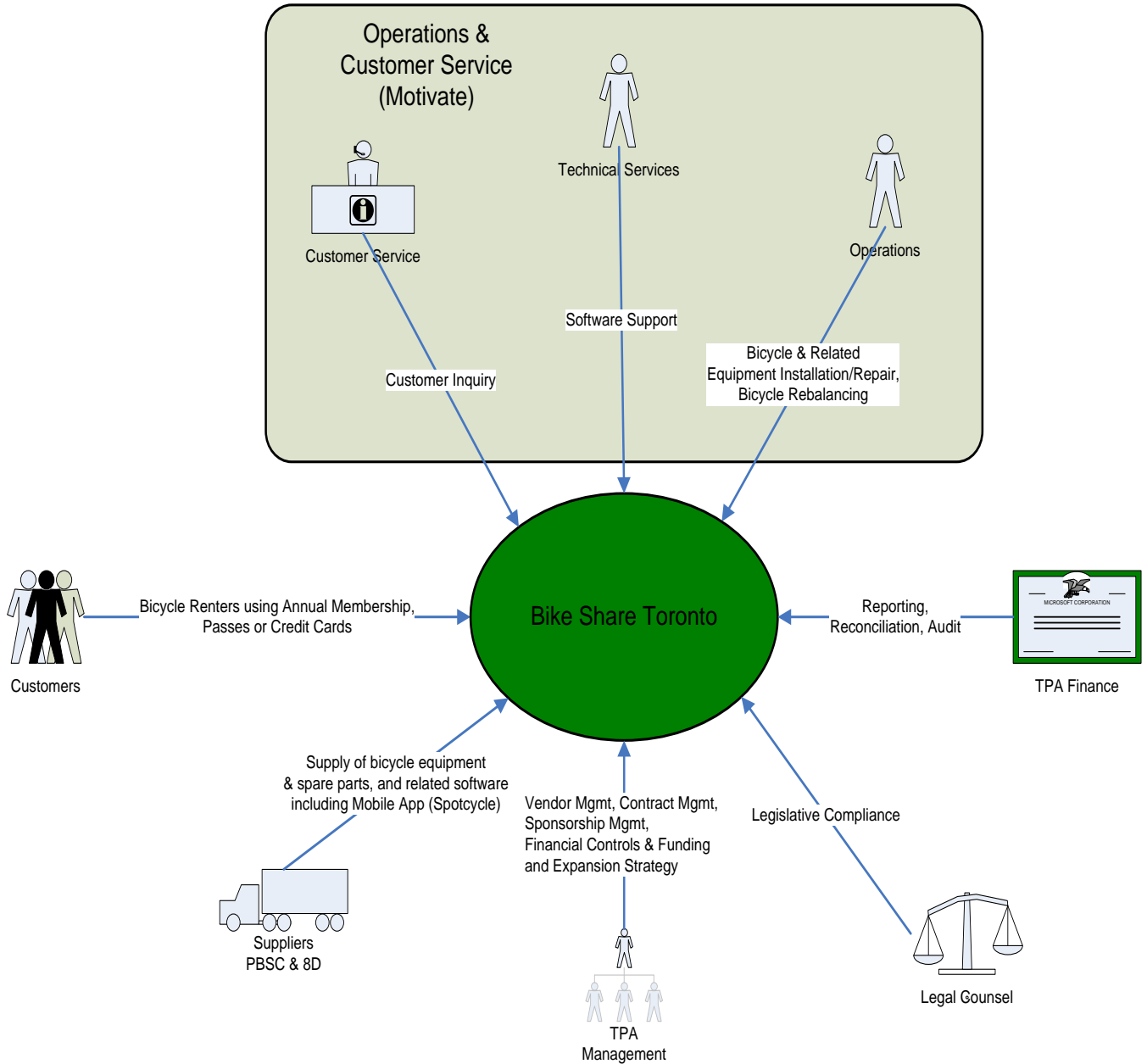
1.2 Operational Context

Bike Share Toronto (“BST”) currently operates in the core of the City of Toronto. All BST Operations are currently outsourced to a company Motivate. Key functions of BST include:

- TPA Management –
 - Vendor management
 - Contract management
 - Financial controls & Funding Strategy
 - Expansion Strategy
 - Sponsorship management
- BST Operations –
 - Bicycle Operations – bicycle repair/maintenance, rebalancing of bicycles between stations
 - Customer Services – maintain website which supports signup, membership & pass sales, bicycle availability, Terms & Conditions, Customer Service, marketing and promotions
 - Customer Service – supporting customer inquiry via call centre
 - Mobile App called Spotcycle (provided by 8D) available for iOS and Android which provides the user a map of station locations, real-time bicycle availability and other functions.
- Equipment: Bicycles, docks & payment stations –
 - All bicycle and bicycle-related hardware currently on the street has been supplied by PBSC. All software and related hardware (i.e. boards, cables) for administration and payment processing provided by 8D

The Bike Share Toronto Business Context Diagram below provides an overall picture of the current state.

Business Context Diagram – Current State



1.3 Purpose

With this RFP, TPA would like to entertain bids for supply of new bicycles, docking stations and payment processing terminals to replace the existing BSTS currently in operation and support substantial expansion plans.

This document is organized to include the following sections:

- Instructions to Proponents
 - Guideline details in Appendix A
 - Sample format for response tables in Appendix B-E
- System Access Requirements and Volume parameters
- Evaluation process
- Detailed Technical Requirements
 - Bicycle Hardware Requirements
 - Bicycles docking stations & payment terminals
 - Functional Software Requirements
 - Includes requirements from both a Customer perspective as well as internal operational requirements
 - Non-Functional Software Requirements
 - Includes availability expectation, performance targets, capacity needs
 - Software Integration Requirements
 - Includes requirements to integrate with TPA as well as our existing partner Motivate.

1.4 Scope and Objectives

This Request for Proposal (RFP) provides potential Proponents with the relevant hardware, functional, integration, operational and performance requirements of the BSTS platform. This information enables Proponents to propose a bicycle sharing program solution that meets the requirements.

Proponents should note the existence of the current BST Operations & Customer Service vendor, Motivate. Proposals will include the supply of bicycles and related-hardware as well as integration with Motivate (as specified in the Statement of Technical Requirements in this document).

1.5 Term

The contract period with the final Selected Proponent will be five years from the date TPA Board approval and issuance of the initial equipment purchase order. The TPA reserves the right to exercise an option to extend the contract for a five-year additional period.

2 Instructions to Proponents

The following section details the instructions that Proponents are to follow in their response to the RFP. Only legal entities (i.e. sole proprietorships, partnerships or corporations) able to enter into contracts may submit a Proposal to this RFP.

2.1 Project Schedule/Key Dates

Milestone	Target Date
RFP Issuance	July 29, 2015
Webcast – Introduction to RFP (Note: Details to be provided via email)	August 7, 2015
Inquiries/questions Submission Deadline	August 14, 2015
Latest Date for Responses to Inquiries to be provided by TPA	August 21, 2015
Proposal Submission (Closing) Deadline	August 26, 2015

It is anticipated that the process of selection for the successful proponent and subsequent negotiation of a detailed agreement will continue into the Fall 2015 with the intention to issue the initial purchase order by the end of 2015.

Proponents acknowledge and agree that, by submitting their Proposal to this RFP, they will have their bicycles, stations/docks, payment terminals & supporting software systems operational and capable of processing bicycle rentals to both members and casual renters. TPA assessment of this capability is based on having all requirements identified in the Statement of Technical Requirements (section 5 of this document) fully functional.

2.2 RFP Downloads and Subsequent Communication

Only Proponents who have purchased and downloaded this RFP will be included in any RFP-related TPA communication subsequent to their time of purchase/download. Communication via email will be based on the email address information provided to TPA in the submitted form. Accuracy of the contact information within the form is the responsibility of the submitting party.

2.3 Closing Date and Time for RFP Response Submission

The response to the Statement of Requirements shall be submitted to and date-stamped by the Toronto Parking Authority no later than 4:00:00 PM Toronto time on August 26, 2015. Proponents must deliver to the location specified in section 2.5.10 of this document and should allow at least 15 minutes for date stamping of their delivery. Submission time will be solely based on the date stamping. Late submissions will be returned unopened.

2.4 Clarifications

1. All inquiries and questions regarding this RFP should be submitted by email to BikeShareRFP@greenpparking.com with "Bike Share RFP question" in the subject line.
2. Verbal questions will not be accepted.
3. No TPA responses, other than from the email channel identified in bullet 1 above or through the issuance of Addenda, constitute an official response from TPA with respect to this RFP. Any Proponent who uses any information, clarification or interpretation from any other source does so entirely at their own risk. TPA shall not be bound by any representation made through another channel of communication.
4. Any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.
5. Other than as permitted in bullet 6 below, proponents shall not contact any Member of the TPA Board of Directors, any TPA staff, any City of Toronto staff, any elected official or any agent of the TPA in any manner related to this RFP from the date the RFP is issued until the TPA Board of Directors has endorsed a Selected Proponent.
6. Proponents should reference the specific numbered item in the RFP to which each inquiry relates. Enough detail should be provided to adequately explain each question in order for TPA to provide a descriptive and accurate answer.
7. Any inquiries should be made as early as possible to allow sufficient time for Proponents to make any adjustment to their Proposal as a result of the answers provided by TPA.
8. The deadline to submit inquiries or questions to TPA is 5:00:00 pm Toronto time on August 14, 2015.
9. All inquiries and their responses will be provided to all entities that have purchased and downloaded this RFP by way of an Addenda document for issuance no later than August 21, 2015. The source of any question or inquiry will be kept anonymous by TPA. Questions or inquiries may be edited to ensure the question has no proprietary association. TPA will allow 3 business days following the issuance of

an Addenda document for inquiries or questions of its content, following which, no further inquiries or questions will be addressed for the given Addenda. Where the deadline for questions on a given Addenda falls after the deadline for questions about the RFP (as stated in bullet 8 above), TPA will consider questions or inquiries about only the given Addenda and not any other portion of the RFP.

2.5 Terms and Conditions

2.5.1 Form of Response

Submissions should be structured according to the layout provided in the Appendices of this document.

2.5.2 Statement of Requirements

Proponents must follow the format outlined in Appendix A in structuring their submissions.

2.5.3 Single Proponent

A joint Proposal by two or more entities may be submitted, but only one of those entities which is a legal entity – or a separate legal entity comprising the two entities – can act as the Proponent, execute any resulting Agreement with TPA, serve as the primary contact, and take complete 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.

2.5.4 Contact Person

The Proposal should identify an individual in the Proponent's organization who is to be contacted for any questions or clarifications with respect to the Proposal. Please provide the telephone number and email address for this contact.

2.5.5 Proponent Response Table

Complete the Proponent Response Table (Appendix B) and sign the signature page (Appendix F). For each numbered technical requirement in

Appendix B, the Proposal must indicate, in the “Classification” column, the degree to which their solution meets the requirements as follows:

- “Y” – the solution meets this requirement completely without modification to the standard commercially available versions of your product(s) (additional description must be provided with this response which clearly convey the existing product’s capability to meet the requirement) ;
- “WA”(Work Around) – the solution meets this requirement through the use of a “work around” which has been detailed, with appropriate requirements paragraph number references in the Exception Tables (Appendix C);
- “MIP” (Modify and customize the Product for TPA – cost included in pricing provided in Appendix E)- the Proponent will customize the standard commercially available versions of the products which comprise the solution so that the solution meets this requirement completely and these modifications are included in the quoted price of the solution;
- ”MEP” (Modify and customize the Product for TPA – additional cost specified as a unique line item in Appendix E) - the Proponent will modify the standard commercially available versions of the products or develop new products which comprise the solution so that the solution meets this requirement completely and these modifications are at Toronto Parking Authority’s expense and have been shown, with appropriate requirements paragraph number references in the Exception Tables. For this category, required modifications are specified and included in the Proponent’s Price Schedule for Proposal (Appendix E);
- “N” – the solution does not meet this requirement.

2.5.6 Proponent Exception Table

Where the response to a given technical requirement indicates that modifications or a “work around” will be required for a Proponent’s solution to be fully compliant, the Exception Table (see Appendix C for sample) must describe the modification or work around required, including an estimated cost (if applicable).

2.5.7 Proponent Comments Table

A Comments Table (see Appendix D for sample) is provided for the Proposal response to allow Proponents to provide additional information or comments associated with a specific technical requirement. This is

freeform text and can be provided as part of the Proposal at the Proponent's discretion.

2.5.8 Financial Information

The Proponent's financial information as documented in Appendix A (Section 1, Part 3) must be provided to TPA along with the submitted Proposal.

2.5.9 Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum and distributed to those who have purchased and downloaded this RFP. Any question that requires an answer that substantially affects the RFP will be addressed by Addendum. When an Addendum is issued, as indicated in section 2.4, bullet 9 above, Proponents will be given three business days following the issuance of an Addendum to submit any inquiries or questions concerning only that Addendum. The date for submitting Proposals may be revised by TPA if, in its opinion, it determines more time is necessary to enable Proponents to compile their Proposals.

2.5.10 Receipt of Responses

TPA must receive Proposals in both electronic (provided to TPA in a combination of Word format for the main proposal response and Excel format for the response tables) and hard copy (3 copies: One (1) original, clearly marked as such on its first page, and two (2) copies) prior to the Closing Deadline as specified in section 2.3 of this document by registered mail or by hand delivery to Toronto Parking Authority in a sealed envelope, clearly marked "Response to Bike Share Toronto Request for Proposal". Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Closing Deadline, and Proposals that are time-stamped after the Closing Deadline will not be accepted.

Registered Mail or Hand Delivery /Courier addressed to:

Bike Share Toronto RFP Response
Toronto Parking Authority

33 Queen Street East, 2nd floor
Toronto, Ontario M5C 1R5
(416) 393-7308

The electronic versions of the Proposal must be placed on USB memory keys and delivered together with the hard copy submission. Electronic content should match the hard copy submission. In the event of a discrepancy between the electronic copy and hard copy of the submissions, the hard copy will prevail.

2.5.11 Rights Reserved

TPA further reserves the right to do any of the following at its sole and unfettered discretion without incurring any liability or cost to any Proponent:

- Accept or reject any or all Proposal(s) at any time;
- Disqualify any Proponent who has given inaccurate, incomplete, false or misleading information;
- Waive immaterial defects and minor irregularities in any Proposals;
- Modify and/or cancel this RFP prior to accepting any Proposal;
- Award a contract in whole or in part;
- Request clarification for any element for any or all Proposals received;
- Terminate the RFP process at any time with no obligation to any Proponent intending to submit or having submitted a Proposal to this RFP;
- Terminate any failed contract negotiations with the Selected Proponent, at the sole discretion of TPA, with no liability and subsequently enter into negotiations with the next highest ranked Proponent; and

Engage the next ranked Proponent should that Proponent confirm their Proposal remains open and valid in the event TPA needs to terminate its contract with the Selected Vendor within the first six months of that contract having taken effect.

2.5.12 Changes requested by Proponents

If a Proponent wishes to suggest a change to any term or condition set forth in any part of this RFP, it should notify TPA in writing prior to the Inquiries deadline as specified in section 2.4, item 8. The Proponent must clearly identify any such 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 section 2.5.9 above titled **Addenda**. The decision of TPA shall be final and binding, from which there is no appeal. Changes to 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 terms and conditions of this RFP will be rejected.

2.5.13 Errors or Omissions

Although significant effort has been put into the documentation of the TPA MP requirements contained in this RFP, TPA acknowledges the possibility for error or omission and cannot guarantee complete accuracy of the Statement of Requirements.

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 prior to the Inquiries deadline as specified in section 2.4, item 8. If TPA considers that a correction, explanation or interpretation is necessary or desirable, TPA will issue an Addendum as described in the article 2.5.9 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.

2.5.14 Proponent Representations

By submitting a Proposal, the submitting party acknowledges and confirms to TPA that:

- It has read and understood all content in this RFP and any subsequent addenda to this RFP, including but not limited to, the “Terms and Conditions” in section 2.5, the “Submission Requirements” in Appendix A and the Technical Requirements in sections 5.1 through 5.4.
- It is financially stable, in good standing with its financial institutions and able to meet its obligations as may be required of it under any contract subsequently negotiated as a result of being the Selected Vendor from this RFP
- It has been given adequate opportunity to forward any inquiries or questions from this RFP to TPA and confirms that TPA has provided satisfactory responses to these inquiries or questions

2.5.15 Post-Submission Adjustments and Withdrawal of Proposals

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

A Proponent may withdraw its Proposal at any time prior to the Closing Deadline by notifying TPA in writing to BikeShareRFP@greenpparking.com.

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

After the Closing Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 180 days.

2.5.16 No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If TPA discovers there has been a breach at any time, TPA reserves the right to disqualify the Proponents or terminate any ensuing Agreement.

2.5.17 Prohibition against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of TPA in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction, enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the TPA's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If TPA determines that this article has been breached by or with respect to a Proponent, TPA may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

2.5.18 Verification of Proposal Information

TPA reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If TPA makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly. This response shall then form part of their Proposal. The TPA also reserves the right to call a meeting with any Proponent at TPA's discretion. Such written submission or clarification meeting will be solely for the purpose of clarifying the intent or meaning of content contained in the Proponent's response and will not provide the Proponent the opportunity to add, subtract or materially alter its submission.

If, in the opinion of TPA, any Proponent has clearly misinterpreted the services or underestimated the 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.

2.5.19 Unbalanced Bids

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

A bid is materially imbalanced when:

- (1) It is based on prices which are significantly less than cost for some items of work and/or prices which are significantly overstated in relation to cost for other items of work; and
- (2) 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
- (3) It is so unbalanced as to be tantamount to allowing an advance payment.

2.5.20 Conflicts of Interest

In its Proposal, the Proponent must disclose to TPA any potential conflict of interest or unfair advantage that might compromise the performance of the Work. If such a conflict of interest does exist, TPA may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any TPA employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, TPA may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to TPA's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform TPA. If TPA requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

2.5.21 Ownership and Compelled Disclosure of Proponent-Provided Materials

Once in the possession and/or under the control of the TPA, the Proponent-Provided Materials become the property of the TPA and, consequently, subject to the Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”). Pursuant to MFIPPA, the public has a right to seek access to the Proponent-Provided Materials, in whole or in part, which the TPA must then disclose in accordance with the provisions of MFIPPA.

Moreover, the TPA may be required to disclose any of the Proponent-Provided Materials pursuant to other Applicable Laws and Requirements regarding disclosure of information and production of documents, including (but not limited to) the Federal Courts Rules, the Ontario Rules of Civil Procedure, the Criminal Code of Canada, subpoenas and summonses to witness, court orders, and any other federal, provincial or municipal statutory power that compels the TPA to disclose such information and documents.

The TPA reserves the right to make all final disclosure decisions including those pursuant to MFIPPA.

2.5.22 Designation of Proponent-Provided Materials

If the Proponent or any Subcontractors to the Proponent find that any of the Proponent-Provided Materials, in whole or in part, contains information exempt from MFIPPA or the other disclosure obligations discussed above, then the Proponent or any Subcontractor to the Proponent must identify the exempted information in a cover letter accompanying these materials. If the Proponent or any Subcontractor to the Proponent finds that none of the Proponent-Provided Materials, in whole or in part, contains any exempted information, then the Proponent or any Subcontractor to the Proponent must state in a cover letter accompanying these materials that

“none of these Proponent-Provided Materials are designated confidential, in whole or in part.”

The TPA shall assume no liability that may arise from the failure of a Proponent or Subcontractor to a Proponent to identify information to which any of these disclosure obligations stated above applies and provide the necessary information in support thereof.

TPA will not reject a Proponent’s Proposal for failure to identify information in the Proponent-Provided Materials exempt from MFIPPA or the other disclosure obligations discussed above.

2.5.23 Confidential Treatment of the Proponent-Provided Materials and other Work

The Proponent agrees not to release any of the Proponent-Provided materials to anyone other than retained Subcontractors and TPA staff (which does not include City Council Members or their staff) without prior written consent from the TPA.

2.5.24 Ownership and Confidentiality of TPA-Provided Material

All TPA-Provided Material in connection with, or arising out of, this Agreement:

- a) is and shall remain the property of the TPA;
- b) must be treated by the Proponent and any Subcontractor of the Proponent as confidential and not disclosed to anyone other than retained Subcontractors or TPA staff (which does not include City Council Members or their staff) without written consent from the TPA;
- c) other than for completing the Work, must not be used or disseminated by the Proponent or Subcontractors of the Proponent for any purpose, including (but not limited to) for purposes of lobbying (as defined in Chapter 140 of the Toronto Municipal Code) on this or related matters without the express written permission of the TPA.

This provision survives the termination of the Agreement for five years, beginning with the date on which the Agreement terminates.

2.5.25 Intellectual Property Rights Indemnification

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.

2.5.26 Usage of Proposal Information

Extracts of the Proponents' Responses to the Statement of Requirements and the costs of their solutions may be used as part of an evaluation team report.

2.5.27 Proposal Acceptance

Upon receipt and evaluation of the Proponents' response, Toronto Parking Authority may select all or part of any Proponent's solution, or reject all responses and initiate a further search for products. Cost will be one consideration in the selection of the preferred solution.

This RFP does not commit TPA to award a contract or pay any costs incurred by a Proponent in preparation of a Proposal for this RFP.

2.5.28 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 from TPA.

2.5.29 Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

3 System Access Requirements and Volume estimates

3.1 System Access Requirements

The following outlines TPA requirements for each subsystem in the proposed application.

System
1. Administration & Management Portal
2. Motivate Customer Support Portal access for: <ul style="list-style-type: none">○ Inquiry○ Payments processing○ Bicycle unlocking○ Cancel rentals & refunds○ Membership and time-driven pass (24 hours, 72 hours) support
3. Mobile app providing customers with: <ul style="list-style-type: none">○ locations and availability of bicycles○ capability to initiate bicycle rentals

3.2 Current Bike Share Toronto Transaction Volume Estimates

The following data is provided to Proponents for the purposes of analysis for infrastructure planning and cost estimation. These numbers are estimates and should not be interpreted as a guarantee of future transaction volume and are not binding on TPA in any way.

Item	Annual Estimates based on 2014 volume
Total Bicycles deployed on the street	800
Bicycle Rental Transactions (rides) per year	700,000
Total number of members	4,700
Average Value per transaction	\$1.67

BST is anticipating growth to 5,000 bicycles over the term of the initial five years. Based on the above, our best estimate for our purchase each year over the next five years is as follows:

- 1,000 bikes and supporting equipment each year for 5 years

- 400 platforms
- 2,000 docking points
- 100 payment terminals

Proponents should note that the replacement portion of the bike share hardware may require funding approval from Toronto City Council and, as such, the content and timing for replacement of the existing bicycle hardware specified in this RFP may be modified.

4 Evaluation Process

Some details around the process and criteria to be used in evaluating responses are presented in this section.

4.1 Evaluation Process Overview

TPA has formulated the procedures set out in this RFP to ensure that it receives consistent presentation of responses from Proponents. TPA may reject the Proposal from any Proponent who fails to comply with any such procedures.

Proposals should address the RFP content requirements as outlined herein and follow the formatting instructions with a detailed and comprehensive response. Clarity of language, adherence to structuring, and adequate documentation is essential to TPA's ability to conduct a thorough evaluation.

Steps to be taken in the evaluation process will be as follows:

1. All responses will undergo an initial evaluation with respect to:
 - completeness
 - overall capability of the proposed solution to meet present and future needs of Bike Share Toronto
 - product performance, reliability, and the capability of the solution to support Bike Share Toronto
 - demonstrated and declared capabilities to provide strong and effective implementation support, on-going replacement parts supply and support for software and related product documentation
 - price
2. TPA will request additional Financial Information to determine the financial viability of a Proponent and assess their financial capability to deliver on their proposed service requirements as outlined in their response. A key requirement for the successful Proponent is their financial capability to sustain supply, provide ongoing parts and service and develop hardware/software to enhance and promote Bike Share over the long term.

It is recognized that the amount and type of financial information varies amongst proponents and may require further explanation, notes and

additional information not typically contained in financial statements to accurately depict the financial condition of a Proponent.

(i) For Publicly held companies:

- audited financial statements for the three (3) most recent years (Note: this may be addressed by providing annual reports);

(ii) For Privately held companies:

- audited financial statements, if available, for the three (3) most recent years or, if unavailable, unaudited financial statements for the three (3) most recent years, including a balance sheet, income statement and statement of cash flows
- letter from a financial institution(s) or from their auditor providing assurance that the Proponent has been and is financially viable and solvent as a going concern;
- evidence 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

In addition to the financial information contained in (i) or (ii) above, the Proponent may provide explanatory notes where deemed necessary to assist in determining the Proponent's financial viability. These explanatory notes may be required for publicly held or privately held companies and may be supplemented with other information including, but not limited to:

- Corporate Organization/Ownership Chart, including comments on the financial strength of Parent companies/owners
- List of projects currently in progress and their aggregate value
- List of projects that are committed but not started and their aggregate value
- Accounts Receivable detail
- Bank loans and available credit
- Partner/shareholder loans
- Other funding sources
- Contingent assets and liabilities

for which the evaluation committee will consider in its evaluation process.

- The Cost Evaluation score will use a formula that would award the maximum score for the lowest total cost of ownership as quoted in Appendix E and then compare pricing in the other proposals to obtain a pro-rata point value.
- Each Proponent's pricing submission will be evaluated based on the net cost to TPA. Using the Proponent's submission of Appendix E, the net cost will be calculated by taking the submitted cost for the new proposed equipment and subtracting the Salvage Value as bid by the Proponent.
- Scoring Formula:

$$S=LPP * 20 / PPP$$

S = Score

LPP = Lowest Price Proposal

PPP - Price of Proponent's Proposal

3. Solutions proposed will be ranked and a selection of solutions will be short-listed. TPA intends to include the highest three (3) ranked Proponents on the short-list. In the event of a tie score, all Proponents tied for 3rd will advance to the short-list.
4. Discussions with Proponents on this short-list will establish the schedule for site visits to the Proponent's location to demonstrate their product and have detailed discussions of the proposed solution.
 - a. Toronto Parking Authority will make arrangements with short-listed Proponents for this demonstration and the opportunity for user hands-on evaluation. During the site visit, each Proponent will have sixty (60) minutes to:
 - i. Present their proposed product
 - ii. Present the implementation steps and schedule in detail;
 - iii. Discuss the strengths of the Proponent's organization and Key Team members;
 - iv. Highlight three (3) components of the Proponent's proposed solution that will support the success of the TPA Initiative. Proponent's may:
 - a) Highlight similar deployments with other customers of the Proponent currently in use; and

- b) Demonstrate the Proponent product's capability to deliver and implement the BSTS with a good user experience.
 - b. TPA will retain the right to conduct product due diligence for a period of up to one elapsed month to test and validate product performance. The results will be considered part of the demonstration evaluation.
5. TPA is intending to enter into comprehensive negotiations toward a contractual agreement with the Selected Proponent for the provision of a BSTS. Should TPA be unable to finalize negotiations with this Selected Proponent, TPA reserves the right to approach what TPA has determined as the next ranked Proponent and attempt to finalize a contractual agreement with that Proponent. Any Agreement is subject to approval of the TPA Board of Directors.

4.2 Assessment Factors

TPA's factors for assessing the Proposals will include:

- the ability of the proposed solution to meet the technical requirements specified in section 5 of this document including functionality, implementation support and other services
- the risk to Toronto Parking Authority as measured by a track record of installation of other systems and the Proponent's financial strength
- reliability
- the proposed contract
- the resources required to acquire, deliver, install, implement, operate and support the proposed solutions
- capability for growth and added functionality
- references from Proponent's existing customers
- costs

The table below highlights the evaluation criteria and weighting of factors during TPA's evaluation of Proponents' responses.

Submission Requirements, as outlined in Appendix A, should be complete. Technical Requirements outlined in section 5 should be completed as instructed in section 2.5.5.

Evaluation Criteria	Weighting of assessment factors	Proponent Score
Initial Evaluation:		
Proponent Company Profile <ul style="list-style-type: none"> • Profile and professionalism (based on Section 1, Part 2) • Financial Information & Proponent Status (based on Section 1, Part 3) 	3	
Addressing the Technical Requirements <ul style="list-style-type: none"> • Bicycle Hardware • Functional • Non-functional • Integration This evaluation will be based on Section 2 (Appendix B, Appendix C & Appendix D).	17	
Approach and Work Plan <ul style="list-style-type: none"> • Work Schedule/Implementation Plan (based on Section 3, Part 1) • Support Plan & Commitment (based on Section 3, Part 3 & 4) 	4	
Costs (based on Appendix E)	20	
References (based on Section 3, Part 6)	3	
Initial Evaluation Subtotal:	70	
Short List Evaluation:		
Ease of Use, Product Design, Quality & Durability, Substantiation of Functionality and Flexibility for Growth (evaluation based on the Presentation/Demonstration)	30	
Short List Evaluation Subtotal:	30	
Total Score	100	

All requirement responses will be evaluated based on the Proponent's ability to meet the requirement. In the response, the Proponent must convey how the requirement will be met to achieve the best score assignment.

For Technical Requirements, the score will be multiplied by the weighting of the given requirement. All requirements scores will be summed with Functional, Non-Functional and Integration categories and pro-rated according to the maximum scores defined in the table in the Assessment Factors section (4.2) of this RFP.

The following provides the scoring categories for response evaluation:

Quality of Response	Score Assignment (reflects % of available score)
Excellent; All aspects of the requirement have been 100% met with supporting information as to how this will be achieved	100%
Very Good; Meets the Requirements with little supporting information	75%
Acceptable; Most requirements have been met but not all aspects have been addressed	50%
Below expectation; The response provided is not fulsome and does not demonstrate an ability to meet the requirement	25%
No Response; No Response Provided, or Response provided indicated that requirement will not be met	0%

5 Statement of Technical Requirements

Requirements in this section have been divided into four separate categories:

- Bicycle Hardware – includes all requirements for the bicycles, docking stations and payment terminals
- Functional – includes all desired functionality both from a Customer as well as an operational/administrative perspective;
- Non-Functional – this section covers performance, capacity, outage handling and general operations support needs; and,
- Integration – includes any requirements for real-time or batch integration points needed to satisfy the overall solution.

High-Level Summary:

With this RFP, TPA is looking to replace its existing bicycle solution. Operations and Customer Service will continue to be provided by Motivate. The website provided by Motivate to our customers must integrate to the Proponents services, as defined in the requirements section below.

The proponent would effectively be operating as a service provider on TPA's behalf. Additional related certifications such as PCI DSS Level 1 Service Provider are captured in the requirement details.

5.1 Bicycle Hardware Requirements

Proponents should incorporate all or substantially all of the following features documented in this Bicycle Hardware Requirements section into the bicycles, docking stations & payment terminals. These features are common and standard on most bicycle share systems.

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.1.1	Bicycles		Rust, salt, sand and weather resistant design to accommodate high-impact outdoor, four season use.	M
5.1.1.2			Theft, tamper, scratch and graffiti resistant.	M
5.1.1.3			Theft-proof locking mechanism.	M
5.1.1.4			Step-through frame design with upright riding position for novice riders.	M

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.1.5			<p>Front and rear active pedal-powered lighting (stays on at least 60 seconds after cyclist stops), bell, and reflectors & reflective tape (white front fork & red tape at back). This requirement must meet the following regulatory requirements of the Highway Traffic Act:</p> <p>“When on a highway at any time from one-half hour before sunset to one-half hour after sunrise and at any other time when, due to insufficient light or unfavourable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of 150 metres or less, every motor-assisted bicycle and bicycle (other than a unicycle) shall carry a lighted lamp displaying a white or amber light on its front and a lighted lamp displaying a red light or a reflector approved by the Ministry on its rear, and in addition white reflective material shall be placed on its front forks, and red reflective material covering a surface of not less than 250 millimetres in length and 25 millimetres in width shall be place on its rear. 2009, c. 5, s. 28 (1). ”</p>	M

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.1.6			Front and rear fenders to protect cyclist from spray and dirt.	M
5.1.1.7			Capacity for sponsorship, public service announcements or advertising on sidewall of fenders, baskets or other locations.	M
6.1.1.8			Minimum of 3 gears	M
5.1.1.9			Hand brakes for front and rear wheels	M
5.1.1.10			One size frame to fit majority of adult population (5 feet – 6’2”) with seat-only adjustment.	M
5.1.1.11			Puncture resistant, durable tires. Minimum width must be 2”	M
5.1.1.12			Customizable bicycle color & ability to support customized graphics based on sponsorship needs.	M
5.1.1.13			Waterproof seat with seat post that’s tamper resistant.	M

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.1.14			Chainless bicycle or, if with a chain, the bicycle must include a chain-guard to protect cyclist from grease, dirt and spray.	M
5.1.1.15			Baskets must be included in the front, mounted to either the frame or handlebar.	M
5.1.1.16			Bell that is easily used, robust, and loud enough to be heard at an appropriate distance.	M
5.1.1.17			Option to allow tracking of stolen or lost bicycles.	M
5.1.1.18			Option to have bicycle-equipped with secondary lock, secured to frame, to enable users to secure bicycle to any rack or post while making a quick stop.	M
5.1.1.19			Reliable kickstand	M

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.2.1	Station		Easily movable stations that: <ul style="list-style-type: none"> • Require minimal time to install and/or remove. • Docks are free floating on the surface. When removed leave behind no vertical or sharp objects or holes with no damage to the underlying surface. 	M
5.1.2.2			Multiple footprint configurations for stations such as single facing or back-to-back.	M
5.1.2.3			Modular design to maximize flexibility to meet trip demand and space constraints.	M
5.1.2.4			Rust, salt, sand and weather resistant design to accommodate high-impact outdoor, four season use	M
5.1.2.5			Customizable station color according to Bike Share Toronto specifications	M
5.1.2.6			Theft, tamper, scratch and graffiti resistant. Also specialized security tools for external station parts	M

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.2.7			Conduit to allow single station to straddle fixed object such as a tree, light-post or pole. Increased options to configure stations platforms including: 90 degree stations, curved stations and/or install docks at 45 degrees	O
5.1.2.8			Multiple options to customize the number of docks per plate including one and two dock plates. This will increase the ability and flexibility to place the largest possible stations in tight spots	O
5.1.2.9			Multiple options for placing stations in non-standard locations including a) a raised platform or curb ramp to allow riders to easily back up bicycles onto sidewalk from street-level stations and b) ability to place stations safely on grass	O
5.1.2.10			Improved reliability of faultiest products: motors, LCD's and motherboards	O

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.2.11			Ability to accept gift cards, transit passes, smart cards, near field communication and/or phone payments and transactions at terminal and dock	O
5.1.3.1		Power and Communications	Efficient power management	M
5.1.3.2			Grid-free renewable energy power source that can operate 24/7 and year-round	M
5.1.3.3			Capability for both Wired (Ethernet) and Wireless connectivity	M
5.1.3.4			Capacity to maintain security of the system during a power failure event or loss of internet connection	M
5.1.3.5			Real-time communication between stations and backend particularly to report number of bicycles per station and facilitate re-distribution and monitor battery levels	M
5.1.3.6			Reliable and secure encryption for financial data even during power failure	M

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.3.7			Option to “hardwire” stations if there is a desired location that is unable to use solar power	O
5.1.4.1	Pay Terminal (at station or on bicycle)	User Requirements	Ability to accommodate casual users	M
5.1.4.2			Allows users to select a bicycle.	M
5.1.4.3			English & French languages	M
5.1.4.4			Key dispenser at terminal to accommodate membership purchase (if required)	O
5.1.4.5			Terminal can also integrate and offer transit or parking transactions.	O
5.1.4.6			Ability for terminals that provide printed receipts or terminals that can do paperless transactions.	O
5.1.4.7			Ability to employ a numbered bicycle system and/or have a paperless system.	O

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.4.8			Improved reliability and display of touch screen	O
5.1.4.9			Color touch screen	O
5.1.4.10			Ability to have cost-effective terminal-less stations for stations without casual user demand.	O
5.1.4.11			Ability to see availability of bicycles and docks at nearby stations, without need for a smartphone	O
5.1.4.12			Option for a mobile terminal that is easily moved to facilitate marketing events such as pop-up stations	O
5.1.4.13		Operator Requirements	Ability to remotely shut-down and reboot terminals.	M
5.1.4.14			Capacity for terminal and major components to self-report problems.	M
5.1.4.15		Dock	Dock unlocks when bicycle not present	M
5.1.4.16			User can unlock bicycle when initiating rental	M

Bicycle Hardware Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.1.4.17			Indicator showing not available for use or out-of-service (such as when the system is shut down during a snow emergency or an individual bicycle has been identified as needing repair).	M
5.1.4.18			Provide the ability to lock bicycle near a station that is full and terminate the session.	O
5.1.5.1	Map/ Ad Panel		Provide a two-sided map/ad o Space must be available on the frame for logos and a station name.	M
5.1.5.2			Lexon or shatter resistant, non-glass material for map/ information panel.	M
5.1.5.3			Simpler method to open/close map frame	M
5.1.5.4			Option for illuminated map frame/ad panel so information can be read at nighttime	O
5.1.5.5			Retro-reflective edging	O
5.1.5.6			Moisture resistant seal.	M

5.2 Functional Software Requirements

Proponents should note all TPA customer accounts and related data for TPA accounts and transactions will remain the property of TPA and cannot be used by the Selected Vendor for any purposes beyond providing processing services on behalf of TPA. It should be noted this detail will be included in the Agreement with the Selected Vendor.

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.1	Source Channels		System provides the capability to initiate Bike Share Toronto activities through the following channels: <ul style="list-style-type: none"> • Web (Motivate web site) • Mobile App • Payment Terminal (at the Location) 	M
5.2.2.1	Mobile App	Branding - Logo/Colours	Should be presented as a TPA-specific application using TPA standard colours and the Bike Share Toronto logo	M
5.2.2.2		OS	The native Mobile App must be available to both Apple iOS (v6 or higher) and Android (2.2 or higher) phones	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.2.3		Bicycle Availability	Mobile App should be able to provide the user with a map of current bicycle station locations along with the availability of bicycles at each station	M
5.2.2.4		Bicycle Rentals	App should allow the user to initiate a bicycle rental as well as return and close out a rental period	M
5.2.2.5		Memberships	App must provide the capability for the user to sign up for a membership	M
5.2.2.6		Account preferences	System will allow the Customer to define preferences to support app functionality such as timer alerts	M
5.2.2.7		Terms & Conditions Acceptance	System must capture customer acceptance of certain Terms & Conditions that will appear via the Web (the "Terms & Conditions") during the app setup process and stored result with date, time stamp and version number of Terms & Conditions. Customer cannot continue account setup without acceptance of Terms & Conditions.	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.2.8		Discounts	Provide the capability to accept discount codes towards the bicycle rentals and/or other methods to efficiently administer promotions	M
5.2.2.9		Merchant Advertising/ Promotions	Mobile app should provide the capability to introduce advertising or promotions for local merchants once a rental has been initiated in their local zone.	O
5.2.3.1	Motivate Website Support	Member Validation	Customers can setup & maintain an account on the Motivate website. A mechanism to identify membership accounts needs to be in place to allow for release of a bicycle against an account	M
5.2.3.2		Purchases for an account – Credit Card	System must support the ability to process a payment for an account using a credit card. Payments may be to support membership or pass purchases as well as bicycle rental purchases to the account	M
5.2.3.3		Bicycle Rental/ Release	System needs to provide the capability to allow for initiating a bicycle rental and releasing a bicycle in a given Location	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.3.4		Inquiry-Active session	Must have capability to provide data to support inquiry on current active bicycle rental session	M
5.2.3.5		Inquiry-History	Must have capability to provide data to support inquiry on bicycle rental transactions history	M
5.2.3.6		Bicycle Availability	Similar to the Mobile App, the Proponent should be able to provide the operator with details of bicycle stations and corresponding availability to allow the website to present the user with a map of current bicycle station locations along with the availability of bicycles at each station	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.4.1	Source Channels		System provides the capability to initiate a bicycle rental session through the following channels: Web – Customer initiates the bicycle rental via browser and web site Mobile App – Customer initiates the bicycle rental using the inherent functionality in the Mobile App Payment Terminal – Customer initiate the bicycle rental using the inherent functionality on the Payment Terminal at the Location	M
5.2.5.1	Payment Terminals	Initiation of bicycle rental sessions	Initiate a rental session by allowing the Customer to use their membership (using key, code or other mechanism), pass or credit card to unlock a bicycle	M
5.2.5.2		Confirmations/ Receipts	For each initiated rental session, the system will provide confirmation to the Customer via receipt (paper) or SMS/email for those with accounts (paperless)	M
5.2.5.3		Special Pricing	Support the requirement for unique special pricing (rates).	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.5.4		Debit Cards	Provide customers the capability of using debit cards for payment	O
5.2.5.5		Presto Cards	Provide customers the capability of using Presto cards for payment. This requirement includes integration with transit systems (Metrolinx)	M
5.2.5.6		NFC transactions	Provide capability for the Payment Terminal to support NFC transactions	O
5.2.6.1	Memberships & Passes		Provide the capability to purchase annual memberships or passes (24 hour, 72 hour, monthly) for an account at the Payment Terminal, Web or Mobile App	M
5.2.7.1	Administration	Rates	Provide the capability and flexibility to setup membership plans and casual user rates as required. The Proponent's system would store the information. Online access for TPA would be by an Admin Portal.	M
5.2.7.2		Special Pricing	Provide capability to allow for special pricing (i.e. events) in a given location.	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.7.3		Progressive Pricing	Progressive pricing – TPA will be able to define different pricing rates for the first ½ hour of the bike rental versus subsequent hours. This option should be configurable on a location basis.	M
5.2.7.4		Pricing by Bicycle type	Provide the capability to assign different rates based on bicycle type. This would be used in the future to support the potential for inclusion of a selection of electric bicycles in a given location.	M
5.2.7.5		Security	Admin Portal application should have appropriate security in place: <ul style="list-style-type: none"> • Users must be authenticated (user ID and password) • Limit access to only from TPA or Motivate offices (by using IP address) • Log all changes to any data elements • Log inquiries (commonly referred to as recording a “footprint”) • Provide master admin ID with capability to support adding/changing/deleting TPA or Motivate Admin IDs 	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.7.6		Authentication and Authorization	Proponent must provide a unique classification of sign on IDs for Customer Support & Administration	M
5.2.7.7		Remote Functionality	Provide the capability to: <ul style="list-style-type: none"> - Shut down the system entirely or by Location - Lock down bikes or docks - Alter messages to the Payment Terminal screen 	M
5.2.8.1	TPA Management Reporting	Payment Transaction details	Reporting of all payment transaction details (excluding credit card information). Functionality should allow for filtering by various qualifiers such as by account number, date/time range, location, etc.	M
5.2.8.2		Bicycle Rental Transaction Details	Reporting of all bicycle rental transaction details. Functionality should allow for filtering by various qualifiers such as by account number, date/time range, location etc.	M
5.2.8.3		Statistics/Metrics	Transaction counts (i.e. by account, by zone), revenue generated per location/per time period	M

Functional Software Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.2.8.4		Financial	Various reporting capability to assist with finance activities (i.e. Daily totals for reconciliation).	M
5.2.8.5		Download	Provide capability to download any report in Excel or text format.	M
5.2.9.1	Real-time Reporting	Hardware Problems	Software must be capable of providing real-time notifications of hardware issues for Operations	M
5.2.10.1	Additional Functionality		Proponent may provide details of functionality not included above in this section and highlight its benefit to Toronto Bike Share	O

5.3 Non-Functional

Non-Functional Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.3.1.1	Regulatory	PCI Compliance	<p>Must meet PCI DSS audit requirements. Compliance with this requirement will align with the nature of the Proponent's Proposed System as follows:</p> <p>The Proponent must be fully compliant with PCI DSS audits as a Level 1 Service Provider which has been conducted by a PCI DSS Qualified Security Assessor (QSA). Proponents must also be registered in the Visa Global Registry of Service Providers (Details can be found on www.visa.com/splisting) as well as registered and approved as a Mastercard Service Provider with the MasterCard Registration Program.</p>	M
5.3.1.2		Regulatory	The Proponent's system must be in full compliance with PIPEDA and MFIPPA regulations according to Canadian law.	M

Non-Functional Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.3.1.3		AODA Compliance	<p>The “Accessibility Standard for Information and Communications” has been introduced by the Province of Ontario to help businesses and organizations make their information accessible for people with disabilities.</p> <p>Organizations in Ontario must make their websites and web content accessible according to the World Wide Web Consortium’s Web Content Accessibility Guidelines (WCAG) 2.0 Level A by January 2014. This is regulatory and proposed solutions should be compliant.</p> <p>Some additional information can be found in: http://www.mcsc.gov.on.ca/documents/en/mcsc/accessibility/iasr_info/website.pdf</p>	M
5.3.2.1	Performance	Response Time	<p>Real-time requests to the software must provide responses in less than 5 seconds.</p> <p>Docks must respond to unlock requests within 2 seconds of confirmation of the transaction.</p>	M

Non-Functional Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.3.3.1	Data Security	Data Security	<p>No TPA data should persist in an untrusted zone unless encrypted and access controlled/audited. Unencrypted data should only be accessed by authorized personnel. Access for support personnel should be restricted to the physical environment and sensitive data used by the software.</p> <p>Access to servers, software, databases and storage devices which contain TPA data must be controlled, logged and auditable.</p> <p>Encryption technique must not be weaker than mandated by legal and regulatory requirements.</p>	M
5.3.3.2		Certificates	Server certificates must have been issued from an accepted certificate authority (i.e. VeriSign).	M
5.3.3.3		System Controls	Systems connecting to the Internet must be routed through a firewall to prevent unauthorized inbound connections.	M

Non-Functional Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.3.4.1	Capacity	Throughput	<p>Infrastructure and application software must be capable of supporting five times the current peak volume specified in section 3.2</p> <p>Provide a brief technical description of the proposed components recommended to meet Toronto Parking Authority's requirements including their expandability and maintainability.</p> <p>This response should indicate the maximum number of accounts and transactions the software specification will be able to support.</p> <p>Product brochures and additional documentation for each component may also be included in the appendix of the bid submission.</p>	M
5.3.5.1	Availability & Support	Service Availability	<p>The percentage of time in a given month in which the Proponent systems are available to receive and process information from TPA without interruption other than times during which the systems are unavailable due to scheduled maintenance should be at least 99.9%. This should be measured as the total number of minutes in which the Proponent systems are available calculated against the total minutes in a given calendar month.</p>	M

Non-Functional Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.3.5.2		Redundancy	<p>Systems should all be provisioned for high availability.</p> <p>This would not necessarily involve sharing the load ongoing between two data centres and could be addressed by a clustered and load-balanced configuration in a single data centre.</p> <p>TPA expects the secondary site to be on standby and available with minimum delay in the event of required execution of the business continuity plan. Proponents should confirm in their response the elapsed time to execute the business continuity plan.</p>	M
5.3.5.3		Support	Confirm support hours to ensure system availability and processing continuity.	M
5.3.5.4		Monitoring	Infrastructure failures must be reported to TPA in real-time.	M
5.3.5.5		SLA	This will be formalized with the Selected Vendor. For this RFP response, the Proponent should provide a sample copy of an existing SLA in force with another client.	M
5.3.6.1	Backups	Onsite	Proponent must confirm real-time backup exists. This should be satisfied by the TPA requirement for an active-active solution	M

Non-Functional Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.3.6.2		Offsite	Proponent must confirm daily backups to an offsite production environment.	M
5.3.7	Business Continuity	Plan and execution	Proponent to provide a copy of their business continuity plan as well as confirmation of frequency of execution.	M
5.3.8	Data Retention		Transaction history is expected to be retained by the Proponent for 3 years.	M
5.3.9	System shutoff		Provide the capability to shut off Bike Share either completely (i.e. during a maintenance window) or by Location.	M
5.3.10	Software Escrow		A 3 rd party software escrow with the latest software release will be required to be in place at all times	M

5.4 Integration

Note: Motivate handles all Customer Service on behalf of TPA for Bike Share Toronto. The Proponents must be able to provide the capability to allow Motivate to integrate with their payment processing to support pass and

(www.bikesharetoronto.com).

Integration Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.4.1.1	Motivate	Customer Service	<p>Proponents must allow for its Customer Service & Operations vendor, Motivate, to integrate with its proposed solution.</p> <p>Proponents must contact Motivate to fully understand all integration requirements. TPA reserves the right to contact Motivate in order to substantiate a Proponent-Motivate discussion was held.</p> <p>Contact Scott Hancock to schedule time for a technical discussion at: Email: scotthancock@bikesharetoronto.com, Phone: 416 853-7765</p>	M
5.4.1.2		Payments	Provide an API that will be capable of processing a real-time payment transaction	M

Integration Requirements				
Reference Number	Category	Subcategory	Description	Mandatory
5.4.2.1	TPA	Account Details	<p>Account updates are to be sent to TPA as they occur on a real-time basis.</p> <p>Account updates would include:</p> <ul style="list-style-type: none"> • New, changed or deleted/cancelled memberships (all changed data elements should be forwarded along with a timestamp indicating the maintenance time) 	M
5.4.2.2		Transaction Details	<p>Payment transactions are to be sent to TPA as they occur on a real-time basis.</p> <p>Minimum "Payment" data elements:</p> <ul style="list-style-type: none"> • Account # (if applicable) • Name (if on an account) • Transaction date • Terminal ID # • Authorization number • Amount \$ • Last four digits of Credit Card number 	M
5.4.2.3		Failure Detection	Automated real-time status reporting of hardware failures	M

Appendix A – Submission Requirements

This section has been developed to guide the preparation of the Proponents response to this RFP.

To support the evaluation process, Proponents are required to adhere to the format for their response as outlined in this section. The format for your response consists of four sections. Proponents must comply with the provisions of Section 2.5, Toronto Parking Authority’s Terms and Conditions. Proponent responses must be brief and to the point. There will be no value assigned to the verbosity of responses. If any of the items on the response tables have been left blank, it will be assumed that the answer to the item is an “N”.

FORMAT FOR RESPONSE

A table of contents has been outlined below for the Proponent’s response to the Toronto Parking Authority Statement of Technical Requirements. Proponents are required to submit their Proposals in exactly the same format, the content of their response being governed by the requirements listed in the main body of this RFP document. It is mandatory that the Proponent provides a response to all of sections 1 thru 4. It is optional for the Proponent to provide a response to section 5. The Proponent declaration page, as set out in Appendix F of this document, should be signed and include as the first page of the response.

The following table has been provided to assist Proponents with compliance of all Submission Requirements.

Submission Requirement	Completed
Section 1	<input type="checkbox"/>
Part 1 – Executive Summary	<input type="checkbox"/>
Part 2 – Proponent Profile	<input type="checkbox"/>
Part 3 – Financial Information & Proponent Status	<input type="checkbox"/>
Transaction Volumes	<input type="checkbox"/>
Bicycle Totals	<input type="checkbox"/>
Answer “Under Investigation” question	<input type="checkbox"/>
Answer “In Litigation” question	<input type="checkbox"/>
Answer “ Conflict of Interest” question	<input type="checkbox"/>
Section 2	
Part 1 – Response to Technical Requirements (Appendix B)	<input type="checkbox"/>

Part 2 – Exception Table (Appendix C)	<input type="checkbox"/>
Part 3 – Comments Table (Appendix D)	<input type="checkbox"/>
Section 3	
Part 1 – Work Schedule/Implementation Plan and Assigned Resources	<input type="checkbox"/>
Implementation Plan	<input type="checkbox"/>
Resource List – Qualifications, Roles & Responsibilities & Resumes	<input type="checkbox"/>
Part 2 – Training Plan	<input type="checkbox"/>
Part 3 - Support Plan & Commitment	<input type="checkbox"/>
Part 4 – References for Proposed Solution	<input type="checkbox"/>
Part 5 – Price Schedule for Proposal (Appendix E)	<input type="checkbox"/>
Completed & signed Proponent Declaration (Appendix F)	<input type="checkbox"/>

Section 1 (Mandatory)

Part 1 - Executive Summary

Proponents should highlight the noteworthy features of their response.
(Maximum 2 pages)

Part 2 - Proponent Profile

The Proponent must establish a profile of its organization and that of any subcontractors (if any) which are included in the response. This section should provide TPA with a summary of the Proponent’s corporate history including:

- Date company started;
- Products and/or services offered;
- Total number of employees;
- Major clients;
- Future Intentions;
- Upcoming significant milestones; and
- Business partners and the products/services they offer;

The Proponent should provide an organization chart and senior management profiles in this section of the response. In addition, the Proponent should identify a proposed designated project manager, confirm his/her availability and highlight the individual’s attributes which support this role.

To support the response with regards to future intentions, the Proponent should provide a 5 year product roadmap for both hardware and software.

Part 3 – Financial Information & Proponent Status

To allow TPA to evaluate the Proponent's financial strength, Proponents are asked to provide:

- Transaction volumes for the past three years
- Provide the approximate total number of bicycles currently in use by your clients as well as a metric indicating the number of trips per-bike each day for all active systems. In addition, highlight your largest three currently active clients and the number of bicycles with each of those clients;

In addition, Proponents must confirm the following:

- Indicate whether your company is currently being investigated by any federal, provincial/state or local Governmental Authority.
- Indicate whether your company is currently in litigation with any organization regarding fulfillment of contractual obligations, performance, or copyright and patent infringement.
- Certify that your firm has no real or potential conflicts of interest which would prevent the supplier from acting in the best interests of TPA.

Proponents selected on the short-list may be required to submit additional financial information to assist in TPA's assessment of the Proponent's financial stability.

Notice to Proponents:

Insurance Requirements:

- The Selected Proponent will be required to possess and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of the Agreement, both \$5M Commercial General Liability Insurance and \$1M Professional Liability (Errors and Omissions) Insurance. The details of this requirement will be documented for inclusion in the Agreement with the Selected Vendor.

SECTION 2 (Mandatory)

Part 1 - Response to Technical Requirements

Proponents must fill out the appropriate column of the Proponent Response Table (Appendix B). Permissible answers have been provided in section 2.5.5 in this document. Responses of “Y” for any given requirement must be accompanied by description in the “Comments” column which clearly conveys the requirement is satisfied within the Proponent’s existing product.

Part 2 – Proponent Exception Table (Appendix C)

For any items where the response is WA, MIP or MEP, the Proponent should fill out the exception table. A sample of the exception tables can be found in Appendix C of this document.

Part 3 - Proponent Comments Table

If the Proponent wishes to add additional comments for a given item, this may be done by entering an asterisk (*) in the appropriate column against the item concerned. The actual comment should then be entered in the Proponent Comments Table. A sample of this table can be found in Appendix D of this document.

SECTION 3 (Mandatory)

Part 1 –Work Schedule/ Implementation Plan and Assigned Resources

Work Schedule/ Implementation Plan

Provide details of Implementation Plan which the Proponent thinks appropriate to Toronto Parking Authority’s situation and environment. The delivery and deployment timelines in the Implementation Plan should be aligned with the timetable established in section 2.1 of this RFP.

Assigned Resources

In this section, the Proponent should provide:

- A list of key resources that the Proponent would propose to use for this work together with their professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project.
- Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.

- Resumes for the above proposed individuals, if available

Part 2 - Training Plan

Provide details of the Proponent's training capability as well as details of a Training Plan which the Proponent thinks appropriate to Toronto Parking Authority's situation and environment.

Part 3 - Support Commitment

Provide details of the Proponent's commitment to support the Bike Share Toronto program (i.e. warranty and spare parts) on an ongoing basis Plan which the Proponent thinks appropriate to Toronto Parking Authority situation and environment.

Part 4- References for Proposed Solution

Proponents should submit the name, address, contact person, telephone number, and products installed for three of the largest current clients (determined by the number of bicycles at the client) of the products, or similar products, described in this response.

Part 5 – Price Schedule for Proposal

Proponents should complete the financial response table, provided in Appendix E of this document. Complete costs should be included, and if any cost headings have been omitted, Proponents should make the necessary inclusions to convey an all-inclusive Proposal.

In addition, Appendix E provides details of existing hardware owned by BST. All Proponents must submit a bid to purchase all existing equipment (also referred to as the "Salvage Value").

SECTION 5 (Optional)

Part 1 - Table of Contents

This part is unstructured and can be organized at the proposer's discretion. Those who submit additional supporting documentation in this Section should include a table of contents.

Part 2 - Proponent Literature

The literature may consist of brochures, technical descriptions of hardware and system software components, manuals or any form of printed material which the Proponent feels will significantly add to the evaluation team's knowledge of the proposed offerings.

Part 3 - Standard Form of Contracts and Agreements

Proponents should attach a copy of each of their standard contracts and agreements which would be applicable to this procurement. By requesting a copy, TPA is not implying that it intends to make use of such agreement.

Appendix B – Proponent Response Table

Use the table below to provide your response to the technical requirements in section 5 of this document. Short comments (3 lines maximum) may be included with each “MEP”, “MIP” or “WA” response.

If the response provided is “Y”, Proponents must provide enough detail, without size limitation, to clearly convey how the requirement is satisfied in their existing product. An answer of “N” requires no additional comment.

Any additional detailed comments should be added to the Comments Table (see Appendix D for a sample).

Reference Number	Classification	Comments

Appendix C – Proponent Exceptions Table

Use the table below to provide detail for exception items identified by the Classification in Table B in your response.

Reference Number	Classification	Comments

Appendix D – Proponent Comments Table

Use the table below to provide any additional comments for items in your response.

Reference Number	Comments

Appendix E – Price Schedule for Proposal

New Equipment Proposal:

Item	Number of the given item being proposed	Cost Per Unit		Assembly or Installation Cost Per Unit	Total Cost (based on 5 year warranty)	Total Cost (based on 10 year warranty)
		With 5 year warranty	With 10 year warranty			
Bicycles	1,000					
Platforms	400					
Docking Points	2,000					
Payment Terminals	100					
Total						

- Proponents must formulate a proposal for 1000 bicycles and 100 stations. Costing which includes a 10 year warranty will be used as the Proponent’s pricing submission for RFP evaluation purposes.
- Proponents must define the pricing for any required components for the Bike Share Toronto, consultation and support fees, and other costs as applicable.
- Costs presented in the above table must be all inclusive. Should there be an additional cost element not yet included in the above table, the Proponent should adjust the table and add rows accordingly. TPA shall not be responsible for any additional costs.
- Pricing should be provided for each item listed; one price assuming a 5 year warranty and the other assuming a 10 year warranty
- A separate spare parts listing with pricing based on a 5 year and 10 year warranty must be included with the Price Schedule.

- **Describe the proposed fee schedule and terms. Indicate payment terms in regard to any available percentage discount for early payment.**
- **All financial Proposal information should be expressed in Canadian currency without exception. The Proponent is to assume all currency risk due to currency fluctuation.**
- **Harmonized Services Tax must be shown separately on for each individual line item where applicable. HST should be shown for each line item, if applicable, so that it can be determined which products/services have taxes applied to them.**

Proponent's Bid on Existing Equipment ("Salvage Value"):

Item	Number of items	Bid Per Unit	Total Bid
Bicycles	1000		
Platforms	300		
Docking Points	1500		
Payment Terminals	81		
Total Bid:			

The total bid on existing equipment provided above by the Proponent must be inclusive of disassembly and pickup.

Appendix F - Proponent Declaration

This page is to be completed by an officer of the Proponent corporation responding who has signing authority for that corporation. Please sign the declaration below to acknowledge receipt of all addenda and indicate that all of your responses are correct.

RFP Number: RFP-2015-Bikeshare-001
RFP Title: RFP for Bike Share Toronto Program

I/We hereby submit my/our proposal for the provision of the goods and/or services as described within the request for proposal document for the above named project.

I/We have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data. I/we agree, if selected, to provide those goods and/or services to the Toronto Parking Authority in accordance with the terms, conditions and specifications contained in the proposal document and our submission. I/we agree that this submission is being made without any collusion or fraud.

I/We, hereby acknowledge receipt of addenda by number and issue date:

Addendum Number: ____ Dated: August ____, 2015

I, _____, the _____ for

_____ do hereby certify on behalf of _____ that all responses made in this response to the Request for Proposal, including but not limited to indications of the current and modifiable capabilities of the applications software, the capacity and response time of the hardware, and the estimated costs of providing the services required under this response to the Request for Proposal, are true and correct and available to Toronto Parking Authority.

Signing Party

Date

Title

Name of Organization