
SUPPLY AGREEMENT

BETWEEN:

VANCOUVER BIKE SHARE INC.
(the "Supplier", a subsidiary of CycleHop, LLC)

AND:

CYCLEHOP, LLC
(the "Supplier's Guarantor", the parent corporation of Supplier)

AND:

SMOOVE SAS
(in its capacity as the PBS equipment vendor)

AND:

CITY OF VANCOUVER

**FOR THE SUPPLY, IMPLEMENTATION AND OPERATION OF A
PUBLIC BICYCLE SERVICE IN THE CITY OF VANCOUVER**

DATED AS OF FEBRUARY 22, 2016

SUPPLY AGREEMENT

FOR THE SUPPLY, IMPLEMENTATION AND OPERATION OF A PUBLIC BICYCLE SERVICE IN THE CITY OF VANCOUVER

THIS AGREEMENT is made as of February 22, 2016

BETWEEN:

VANCOUVER BIKE SHARE INC., a corporation duly incorporated and validly existing under the *Business Corporations Act* (British Columbia) and having its registered and records office at Suite 1100, 736 Granville Street, Vancouver, British Columbia, V6Z 1G3

(hereinafter referred to as the “**Supplier**”)

AND:

CYCLEHOP, LLC, a corporation duly incorporated and validly existing under the laws of the State of Florida and having its registered and records office at 1631 Colorado Ave., Santa Monica, CA 90404, in its capacity as Supplier’s Guarantor

(hereinafter referred to as the “**Supplier’s Guarantor**”)

AND:

SMOOVE SAS, corporation duly incorporated and validly existing under the laws of France and having its registered and records office at 65 impasse des Trois Pointes - F-34980 Saint Gely du Fesc, France, in its capacity as PBS equipment vendor and subcontractor

(hereinafter referred to as “**Smoove**”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the “**City**”)

WHEREAS the Supplier is in the business of supplying, implementing and operating public bicycle systems;

AND WHEREAS the City wishes to procure and pay the Supplier to implement and operate a public bicycle system as a service on the terms and conditions set out in this Agreement;

AND WHEREAS Supplier's Guarantor, of which Supplier is a wholly-owned subsidiary, has agreed to guarantee the performance of all of Supplier's obligations under this Agreement in order to enable a successful and timely implementation and operation of the public bicycle system;

AND WHEREAS Smoove, as Subcontractor to Supplier, is in the business of supplying public bicycle systems and related equipment, technology and software and has agreed to certain provisions in this Agreement to enable a successful and timely implementation and operation of the public bicycle system;

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

TABLE OF CONTENTS

	Page		Page
ARTICLE 1 INTERPRETATION	5	ARTICLE 8 REPORTING	36
1.1 Definitions	5	8.1 Reports.....	36
1.2 Headings	14	8.2 Assistance regarding Reporting Requirements	36
1.3 Extended Meanings.....	15		
1.4 Schedules.....	16		
ARTICLE 2 EFFECTIVENESS	17	ARTICLE 9 PAYMENT; AUDITS	36
2.1 Effective Date	17	9.1 Payment to the Supplier	36
2.2 Term.....	17	9.2 Purchase Orders; Content of Invoices ..	37
ARTICLE 3 SUPPLY; GENERAL TERMS	18	9.3 Procedure for Invoices	37
3.1 Supply	18	9.4 Currency of Payment	38
3.2 Application to Prior Acts.....	21	9.5 Contested Claims for Payment	38
3.3 Sufficiency and Competence of Personnel.....	21	9.6 Audits	38
3.4 Design Review	22	9.7 Set Off.....	38
3.5 Standards and Requirements	22	ARTICLE 10 CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY	39
3.6 Consents	22	10.1 Scheduled Items	39
3.7 Warranties	23	10.2 Other Information	39
3.8 Relationship Between the Parties	24	10.3 Decisions in Writing.....	39
3.9 Variations Requested by the City	24	10.4 Access to Sites	39
3.10 Tests; Defects and Acceptance.....	24		
3.11 Title and Risk	25	ARTICLE 11 LIABILITY AND INSURANCE.....	39
ARTICLE 4 PREFERRED SUPPLIERS	27	11.1 Covenants of Indemnification by the Supplier.....	39
4.1 Procurement of Supplies.....	27	11.2 Contamination of Sites	41
4.2 Information Concerning Alternative Suppliers.....	27	11.3 Conduct of Claims	41
4.3 Use of Alternative Suppliers	28	11.4 Insurance	43
ARTICLE 5 CONTRACT MANAGERS.....	28	ARTICLE 12 FORCE MAJEURE; TERMINATION	43
5.1 City PBS Managers	28	12.1 Force Majeure.....	43
5.2 Supplier's Managers.....	29	12.2 City Suspension and Termination Rights.....	45
5.3 Designation of New Managers.....	29	12.3 Consequences of Termination.....	45
ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS	29	12.4 Other Surviving Rights and Liabilities of Parties	50
6.1 General Representations and Warranties	29	ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING	51
6.2 General Health and Safety-Related Acknowledgements and Covenants.....	30	13.1 Assignment.....	51
6.3 Covenants Regarding Violations of Health and Safety Requirements.....	32	13.2 Subcontracting and Ancillary Agreements	51
6.4 Covenants Regarding the Environment	32		
6.5 Further Covenants Regarding the Sites	33	ARTICLE 14 INTELLECTUAL PROPERTY	52
6.6 Covenants Against Encumbrances	33	14.1 Intellectual Property	52
6.7 Absence of Conflicts of Interest.....	34		
ARTICLE 7 PERSONNEL	34	ARTICLE 15 PRIVACY; CONFIDENTIALITY....	52
7.1 Separate Personnel	34	15.1 FOIPPA and PIPA	52
7.2 Changes in Personnel	35	15.2 No Promotion.....	52
7.3 Key Project Personnel.....	35	15.3 Confidentiality Obligations	52
		15.4 Disclosure to Representatives	53
		15.5 Disclosures Required by Law	53

TABLE OF CONTENTS

	Page		Page
15.6 Other Disclosures by the City	53	<u>LIST OF SCHEDULES</u>	
15.7 Interpretation; Enforcement and Survival	53	SCHEDULE A - SYSTEM DESIGN EQUIPMENT SPECIFICATIONS	
ARTICLE 16 TAXES	53	SCHEDULE B - HELMET SOLUTION	
16.1 Taxes for Own Accounts	53	SCHEDULE C - INFORMATION SYSTEM	
16.2 Withholding Taxes.....	54	SCHEDULE D - WEBSITE AND MOBILE ACCESS	
ARTICLE 17 DISPUTE RESOLUTION.....	54	SCHEDULE E - IMPLEMENTATION	
17.1 Optional Procedure	54	SCHEDULE F - STATION SITING	
17.2 Arbitration	54	SCHEDULE G - OPERATIONS	
ARTICLE 18 MISCELLANEOUS	55	SCHEDULE H - REPORTING AND AGREEMENT OVERSIGHT	
18.1 Time of the Essence	55	SCHEDULE I - CUSTOMER SERVICE	
18.2 Costs.....	55	SCHEDULE J - PERFORMANCE LEVELS	
18.3 Benefit of this Agreement	55	SCHEDULE K - COMMUNICATIONS	
18.4 Entire Agreement	55	SCHEDULE L - MARKETING	
18.5 Amendments and Waiver	55	SCHEDULE M - REVENUE SHARING AND OTHER FINIANCIAL PROVISIONS	
18.6 Notices	55	SCHEDULE N - SPONSORSHIP GUIDELINES	
18.7 Governing Law and Jurisdiction.....	58	SCHEDULE O - INTENTIONALLY DELETED	
18.8 Further Assurances	58	SCHEDULE P - INTENTIONALLY DELETED	
18.9 Severance	58	SCHEDULE Q - SUPPLIER CODE OF CONDUCT	
18.10 Counterparts	58	SCHEDULE R - CITY SITES LICENCE	
18.11 Independent Legal Advice	59	SCHEDULE S - INSURANCE	
18.12 Electronic Execution.....	59	SCHEDULE T - PRICE AND PAYMENT	
		SCHEDULE U - INTENTIONALLY DELETED	
		SCHEDULE V - INTENTIONALLY DELETED	
		SCHEDULE W - INTENTIONALLY DELETED	
		SCHEDULE X - PERMITTED SUBCONTRACTORS	
		SCHEDULE Y - INTENTIONALLY DELETED	
		SCHEDULE Z - INTELLECTUAL PROPERTY	
		SCHEDULE AA - GUARANTEE	
		SCHEDULE BB - GENERAL SECURITY AGREEMENT	
		SCHEDULE CC - REQUEST FOR PROPOSALS	
		SCHEDULE DD - PROPOSAL	

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **"95% Launch Threshold"** means that at minimum 95% of the PBS - First Launch or PBS - Second Launch, as the case may be, has been successfully Commissioned and is ready for normal operation and use by the public in accordance with the terms of this Agreement;
- (b) **"Agreement"** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (c) **"Ancillary Agreement"** means any agreement entered into by Supplier in connection with this Agreement and includes any of the agreements the forms of which are attached as a schedule to this Agreement;
- (d) **"Annual Station Rent"** has the meaning given in Schedule T (Price and Payment);
- (e) **"Bike Share"** means bicycles (including "smart bikes" which are bicycles with a self-locking/docking mechanism that allows the user to dock and lock the bicycle to any bicycle rack), available for self service rental (via kiosk, smart phone app, the internet, or smart bike electronic interface) and electronically networked within a defined geographic system area. Daily users or longer term members sign up and pay a fee to gain access to the system and rent a bicycle. Users can rent a bicycle at one bicycle station and return the bicycle to another authorized station within the system area.
- (f) **"Business Day"** means:
 - (i) in respect of the City of Vancouver, a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
 - (ii) in respect of the city in which Supplier's Guarantor is located, a day on which banks are open for business in such city, except a Saturday, Sunday or statutory holiday; and
 - (iii) in respect of Smoove, a day on which banks are open for business in France, except a Saturday, Sunday or statutory holiday;
- (g) **"Certificate of Completion"** means a certificate issued by the City in accordance to Section 3.10, which shall confirm the Supplier's completion of Commissioning in respect of the PBS - First Launch or the PBS - Second Launch as the case may be;

- (h) **"Change in Control"** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (i) **"City Default PBS Removal Price"** has the meaning given in Schedule T (Price and Payment);
- (j) **"City Default Purchase Price"** has the meaning given in Schedule T (Price and Payment);
- (k) **"City's Contribution"** has the meaning given in Schedule T (Price and Payment);
- (l) **"City's First Payment"** has the meaning given in Schedule T (Price and Payment);
- (m) **"City's Second Payment"** has the meaning given in Schedule T (Price and Payment);
- (n) **"City-Owned PBS Assets"** means the following PBS property and assets owned by the City as of the date of this Agreement:
 - (i) The branding elements and the system name used for the unique purposes of the PBS and limited to the following:
 - (A) PBS trademarks;
 - (B) PBS logos;
 - (C) PBS service marks; andany Intellectual Property Rights associated with each of the foregoing.
 - (ii) all websites, domain names, URLs, and social media accounts (and the underlying content and data thereto) relating to the foregoing that are used by Supplier for the unique purposes of marketing or publicising the PBS;

but does not include:

- (iii) any Intellectual Property Rights belonging to, and used by Supplier, Supplier's Guarantor or Smoove other than those specifically set forth above including but not limited to:
 - (A) corporate branding, trademarks or other marks bearing the "CycleHop" or "Smoove" name or the name or brand of any other bike share system operated by Supplier or supplied by Smoove;
 - (B) all Intellectual Property Rights residing in the PBS equipment, software and other technology;
 - (C) all proprietary trade secrets and business processes belonging to Supplier, Supplier's Guarantor or Smoove;

- (D) all websites and media that are created by Supplier, Supplier's Guarantor or Smoove generally and not for the specific purposes of marketing or publicising the PBS;
 - (E) any trademarks or brands that belong to any system sponsor.
- (o) **"City Policies"** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like available on the City's website or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (p) **"City PBS Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (q) **"City's Pro-Rata Share"** has the meaning given in Schedule T (Price and Payment);
- (r) **"Commissioned", "Commission" or "Commissioning"** means the City has issued a Certificate of Completion in accordance with Section 3.10 in respect of the PBS - First Launch, the PBS - Second Launch or any other portion of the PBS in respect of which Supplier has completed implementation and is ready for normal operation and use by the public in accordance with Section 3.10;
- (s) **"Competent Authority"** means:
 - (i) any multinational, federal, provincial, state, regional, municipal (including the City of Vancouver), local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
 - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
 - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (t) **"Confidential Information"** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives, and clearly marked by the disclosing Party as "confidential", in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is

not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (u) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply;
- (v) **"Defect"** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
- (w) **"Depreciated PBS Price"** has the meaning given in Schedule T (Price and Payment);
- (x) **"Documentation"** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic

forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

- (y) “**Effective Date**” has the meaning ascribed to such term in Section 2.1;
- (z) “**Encumbrance**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (aa) “**Environmental Law**” means any Law which imposes any obligations relating to:
 - (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (bb) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended, replaced or superseded;
- (cc) “**Force Majeure**” means, exhaustively, any:
 - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement, and

for greater certainty, does not include a lack of financial capability;

- (dd) **"GAAP"** means generally accepted accounting principles as approved by the Canadian Institute of Chartered Accountants, and includes, where applicable, the generally accepted auditing standards as approved by the same body, all as may be amended or replaced by that body from time to time;
- (ee) **"Good Industry Practice"** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent goods and services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier under this Agreement;
- (ff) **"Group"** means:
 - (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
 - (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (gg) **"Hazardous Substance"** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (hh) **"Initial PBS Purchase Price"** has the meaning given in Schedule T (Price and Payment);
- (ii) **"Intellectual Property Rights"** means any and all current and future proprietary rights provided under trademark law, patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;

- (jj) **"Key Project Personnel"** means the persons named in Schedule E (Implementation Plan) and Schedule G (Operations) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (kk) **"Launch"** means, as the context suggests, each of the PBS - First Launch, PBS - Second Launch or a portion of either of them, or all of them together;
- (ll) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;
- (mm) **"Material Default Purchase Price"** has the meaning given in Schedule T (Price and Payment);
- (nn) **"Non-Renewal Purchase Price"** has the meaning given in Schedule T (Price and Payment);
- (oo) **"OHS Requirements"** means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (pp) **"Operational Period"** means the 5 year period from January 1, 2017 to December 31, 2021;
- (qq) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;
- (rr) **"PBS Assets"** means all assets and property of the PBS, whether real, personal, intellectual, tangible or intangible, and all media and services (e.g. website, mobile apps, call centre) whether in existence now or in the future, used by Supplier to operate the PBS including, without limitation, the City-Owned PBS Assets;
- (ss) **"Default Take-Over Assets"** means the following sub-set of PBS Assets in respect of which the City has the right to purchase pursuant to Section 12.4 in the event of a Supplier Material Default:
 - (i) 1500 bikes and the required stations, docks, helmets and other necessary and usual equipment supplied and implemented as part of the PBS - First Launch and PBS - Second Launch and any replacements of any of the foregoing in the normal course of system operations and maintenance;
 - (ii) inventory of spare parts for the above equipment;
 - (iii) all enterprise software needed to operate the system;

(iv) licence contracts necessary to use PBS software and any other PBS technology and PBS user/member contracts;

(v) customer data, system data, and customer relationships;

but does not include:

(vi) all City-Owned PBS Assets (for clarity, the City shall own such assets even without an event of Supplier Material Default);

(vii) any liabilities, whether existing, future, potential, contingent, contractual, by operation of law or otherwise relating to the PBS;

(viii) additional bicycles and collateral equipment, personal property or chattels purchased or leased by Supplier;

(tt) **"PBS Service Area"** means, at any time during the term of this Agreement, the geographic area in the City of Vancouver, as agreed to from time to time by the City and Supplier, that is served by the PBS;

(uu) **"Permitted Purpose"** has the meaning ascribed thereto in Section 15.3;

(vv) **"Preferred Supplier"** means a person named in Schedule W;

(ww) **"Proposal"** means the Supplier's proposal submitted by the Supplier to the City in response to the RFP;

(xx) **"PIPA"** means the Personal Information Protection Act (British Columbia) as it may be amended, replaced or superseded;

(yy) **"Public Bicycle System" or "PBS"** means the Bike Share system comprised of the PBS Assets, the PBS - First Launch and the PBS - Second Launch to be implemented and operated in the PBS Service Area in accordance with the terms of this Agreement;

(zz) **"PBS - First Launch"** means, in respect of the Supply, a minimum of 1,000 bikes (or such other number of bikes as the City and Supplier may mutually agree in writing) and the required number of docks, stations, helmets and all other necessary and usual equipment and software and media and services that have been Commissioned in accordance with this Agreement;

(aaa) **"PBS - Second Launch"** means, in respect of the Supply, a minimum of an additional 500 bikes (or such other number of bikes as the City and Supplier may mutually agree in writing) and the required number of docks, stations, helmets and all other necessary and usual equipment and software and media and services that have been Commissioned in accordance with this Agreement;

(bbb) **"Release"** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

- (ccc) **"Remaining City's Contribution"** has the meaning given in Schedule T (Price and Payment);
- (ddd) **"Representative"** means a Group member of a Party, or an official, officer, employee, agent, consultant, advisor, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (eee) **"RFP"** means the City's Request for Proposal number PS20150910 for the supply, implementation and operation of a PBS;
- (fff) **"Roadway"** or **"Roadways"** shall have the meaning ascribed to such terms in Schedule F;
- (ggg) **"Safety Incident"** means:
 - (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident involving the PBS.
- (hhh) **"Sales Tax"** has the meaning ascribed to such term in Section 16.1;
- (iii) **"Service Level Commitments"** means the service level commitments set out in Schedule J;
- (jjj) **"Site"** means each of the worksites, station locations and other places at which any part of the Supply shall be performed;
- (kkk) **"Street"** or **"Streets"** shall have the same meaning ascribed to such terms in Schedule F;
- (III) **"Subcontractor"** means any person named in Schedule X (Permitted Subcontractors) to this Agreement as a permitted subcontractor, or any other person engaged by the Supplier with the prior written consent of the City (not to be unreasonably withheld), to perform any part of the Supply;
- (mmm) **"Supplier Default Purchase Price"** has the meaning given in Schedule T (Price and Payment);
- (nnn) **"Supplier Default PBS Removal Price"** has the meaning given in Schedule T (Price and Payment);
- (ooo) **"Supplier's Contribution"** has the meaning given in Schedule T (Price and Payment);
- (ppp) **"Supplier's Manager"** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (qqq) **"Supplier's Pro-Rata Share"** has the meaning given in Schedule T (Price and Payment);

- (rrr) **"Supply"** means the PBS to be financed, designed, supplied, implemented, owned, operated and maintained by the Supplier in accordance with this Agreement;
- (sss) **"Taxes"** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (ttt) **"Time(s) for Completion"** means the time(s) stated in Schedule E by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;
- (uuu) **"Vancouver Charter"** means the *Vancouver Charter* (British Columbia) as such may be amended, replaced or superseded; and
- (vvv) **"WCA"** means the *Workers Compensation Act* (British Columbia) and the regulations thereunder as such may be amended, replaced or superseded.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) "control" when used to describe a relationship between one person and any other person, has the following meanings:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iii) the general partner of a limited partnership controls the limited partnership; and
 - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

The following are the schedules hereto, each of which is deemed to be an integral part of this Agreement:

Schedule	Title
Schedule A	System Design Equipment Specifications
Schedule B	Helmet Solution
Schedule C	Information System
Schedule D	Website and Mobile Access
Schedule E	Implementation
Schedule F	Station Siting
Schedule G	Operations
Schedule H	Reporting and Agreement Oversight
Schedule I	Customer Service
Schedule J	Performance Levels
Schedule K	Communications
Schedule L	Marketing
Schedule M	Revenue Sharing and Other Financial Provisions
Schedule N	Sponsorship Guidelines
Schedule O	Intentionally Deleted
Schedule P	Intentionally Deleted
Schedule Q	Supplier Code of Conduct
Schedule R	City Sites Licence
Schedule S	Insurance
Schedule T	Price and Payment
Schedule U	Intentionally Deleted
Schedule V	Intentionally Deleted

Schedule W	Intentionally Deleted
Schedule X	Permitted Subcontractors
Schedule Y	Intentionally Deleted
Schedule Z	Intellectual Property
Schedule AA	Guarantee
Schedule BB	General Security Agreement
Schedule CC	Request for Proposals
Schedule DD	Proposal

If there is a conflict between the terms and conditions in the body of this Agreement and the terms of any of the schedules, the terms in the body of this Agreement will govern unless expressly set out otherwise in the body of this Agreement or in a schedule. If there is a conflict between the terms of one schedule and the terms of another schedule, the schedule that precedes the other (in accordance with the above order of priority) will govern.

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "Effective Date").

2.2 Term and Renewal

- (a) ***Expiry of First Agreement Term:*** Unless earlier terminated pursuant to ARTICLE 12 and subject to the provisions of this Section 2.2, this Agreement shall terminate at the end of the Operational Period or on such later date as the Parties may agree in writing.
- (b) ***Renewal:*** Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the Parties may mutually agree in writing to renew this Agreement for up to three additional 5 year operating terms. Notwithstanding the foregoing, the Parties may mutually agree to renew or extend this Agreement for an operating term longer than 5 years however the Parties acknowledge that the intent is for the total operating duration of this Agreement to not exceed 20 years. The Parties agree to commence discussions no later than the third anniversary of the commencement of the Operational Period regarding the possibility of renewing this Agreement keeping in mind that it is in the Parties' interests to have a stable long-term PBS.
- (c) ***Rollover Month-to-Month:*** Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional

or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be terminated without cause by either party on thirty (30) days' prior written notice to the other.

- (d) ***Extension up to One Year if City does not Renew:*** If the City does not agree to renew this Agreement in accordance with Section 2.2(b), the City may not commence a procurement process for a new bike share operator until the end of the 5 year Operational Period. If the City commences such procurement process, Supplier agrees to extend the term of this Agreement, for no further contribution by the City and on the same terms and conditions hereunder, for a period ending on the earlier of (i) written notice from the City that the new operator is ready to commence operations, or (ii) one year after the end of the 5 year Operational Period.

ARTICLE 3 SUPPLY; GENERAL TERMS

3.1 Supply and Role of Supplier and Smoove

- (a) ***General Obligations of Supplier:*** During the term of this Agreement, the Supplier shall provide the Supply to the City, in accordance with all terms and conditions of this Agreement. More specifically, the Supplier shall finance, design, supply, implement, own, operate and maintain the PBS in accordance with all terms and conditions of this Agreement.
- (b) ***Obligations of Supplier and Smoove - PBS - First Launch:*** Supplier shall Commission the PBS - First Launch on a date mutually agreed with the City, which date shall not be later than June 15, 2016. If the PBS - First Launch is not Commissioned by August 15, 2016, the City may terminate this Agreement on 10 days prior written notice. Supplier's and Smoove's obligations hereunder shall be joint and several with regard to delivery in the City of Vancouver of the physical equipment, software and other components of the PBS required for the Commission of the PBS - First Launch and the City may enforce such obligations against either or both Supplier and Smoove. Following such delivery, the Commission of the PBS - First Launch shall be the obligation of Supplier alone and Smoove's liability shall not be joint and several.
- (c) ***Obligations of Supplier and Smoove - PBS - Second Launch:*** Supplier shall Commission the PBS - Second Launch on a date mutually agreed with the City, which date shall not be later than July 15, 2016. If the PBS - Second Launch is not Commissioned by August 31, 2016, the City may reduce the amount payable under Schedule T (Price and Payment) - Invoicing and Payment of City's Contribution, by \$1,000 per week of delay beyond August 31, 2016. In the event that the PBS - Second Launch has not been Commissioned by April 1, 2017, the City shall have the right to declare a Supplier Material Default under section 12.4. Supplier's and Smoove's obligations hereunder shall be joint and several with regard to delivery in the City of Vancouver of the physical equipment, software and other components of the PBS required for the Commission of the PBS - Second Launch and the City may enforce such

obligations against either or both Supplier and Smoove. Following such delivery, the Commission of the PBS - Second Launch shall be the obligation of Supplier alone and Smoove's liability shall not be joint and several.

(d) ***Supplier as Owner and Operator:***

- (i) ***PBS Assets:*** Except as otherwise expressly set out in this Agreement, the Supplier shall be the owner and hold title to all PBS Assets except the City-Owned PBS Assets. As owner and operator of the PBS Assets, the Supplier shall pay and bear all costs and expenses, and shall bear all financial, legal and other risks associated with the PBS Assets (including in respect of the City-Owned PBS Assets. The City is not obligated to pay or bear any of the costs or expenses of the PBS Assets or any of the financial, legal or other risks aside from those City payments set out in Schedule T (Price & Payment).
- (ii) ***City-Owned PBS Assets:*** The terms and conditions of Schedule Z (Intellectual Property) apply to City-Owned PBS Assets.

(e) ***Supplier's Readiness to Supply:*** The Supplier shall maintain at all times sufficient resources and inventory of the supplies necessary for the provision of the Supply, to meet the requirements of this Agreement.

(f) ***Supplier as Preferred Bike Share Services Provider with Right of First Refusal:***

- (i) The City acknowledges that Supplier is its preferred PBS vendor to provide the Bike Share services (and ancillary goods) set forth in this Agreement. It is the Supplier's intent to grow the PBS throughout the City of Vancouver and, as described below, to establish a regional Bike Share and it is the City's intent to support Supplier's growth. As such, the City represents and warrants that at the time of the execution of this Agreement, the City is not in discussions with any other vendor to provide the Bike Share services (and ancillary goods) described herein.
- (ii) During the initial term of this Agreement, the City shall not enter into a contract with a third party to supply, in the City of Vancouver, a Bike Share, smart bike system, or ancillary goods or services related to Bike Share including, but not limited to, self-service rental bicycles and stations, electric bikes, bike helmets used in connection with Bike Share, Bike Share sponsorship and advertising (if permitted by the City) on the foregoing equipment or assets unless the City has given Supplier a Right of First Refusal ("ROFR"). The City will notify Supplier in writing of the ROFR and any reasonable details in possession of the City relating to the ROFR. Supplier shall have 90 days from the date of the City notice to accept the ROFR in writing and to provide a reasonably sound plan to the City as to how Supplier will provide and finance such Bike Share or related service. If Supplier does not accept the ROFR within the 90 day period, or if the Supplier accepts the ROFR and provides a reasonably sound plan to the City, but does not provide such Bike Share services or ancillary goods or services related to Bike Share

on commercially reasonable terms within twelve (12) months of its acceptance of the ROFR, the City is free to pursue a contract with the third party.

- (iii) Notwithstanding the above, the City will not, while the Supplier is operating the PBS in the PBS Service Area, enter into a contract with another party to provide Bike Share services in the PBS Service Area.
- (g) ***Opportunities for Supplier and Smoove in Greater Vancouver Area:*** The Parties acknowledge that there is interest among the City's neighbouring municipalities and the regional transit authority to explore implementing a Bike Share. The PBS to be implemented under this Agreement will be the first Bike Share in the region and these other parties are looking at the Vancouver PBS to lead by example. The Parties further acknowledge that there are clear benefits to having one integrated and seamless Bike Share system throughout the greater Vancouver area. In order to enable the achievement of such a system, the City will promote the Vancouver PBS and encourage its neighbouring municipalities and the regional transit authority to consider implementing an extension of the Vancouver PBS. In its efforts to do so, the City will pass along any possible sponsors, business partners, business ideas, and opportunities relating to the PBS or that may help support or nurture a Bike Share-related industry that become available to the City and that will benefit the PBS. The City's duty will be discharged through a single introduction email to Supplier's Chief Executive Officer or equivalent. Supplier and Smoove will also promote the Vancouver PBS and use commercially reasonable efforts to facilitate the adoption by such municipalities and the transit authority of an extension to the Vancouver PBS to form an integrated and seamless region-wide Bike Share system.
- (h) ***Opportunities to Expand PBS and Extend Duration:*** The Parties acknowledge that it is their intent to grow the Vancouver PBS, in a self-sustainable manner, beyond its initial size and service area so that it may become a permanent, vital, self-sustaining and long-term mode of transportation within the City of Vancouver and the region. The Parties also acknowledge that since this will be the first Bike Share in the region, there are many unknowns (e.g. economics, ridership, where to expand, etc.) at this time related to system expansion and duration. For these reasons, the Parties have agreed to wait until more information is available and actual conditions for expansion exist before further considering, negotiating and making any decisions relating to, expansion or project duration.
- (i) ***Obligations of Supplier's Guarantor:*** Supplier's Guarantor shall guarantee Supplier's compliance with all of Supplier's obligations under this Agreement. Supplier's Guarantor will execute the guarantee in the form attached hereto as Schedule AA acknowledging, among other things, that a breach by Supplier of a term of this Agreement shall be deemed to be a breach by Supplier's Guarantor and any remedy under this Agreement or at law that the City has against Supplier shall also be available against Supplier's Guarantor.
- (j) ***Obligations of Smoove during Implementation Period:*** Smoove shall use commercially reasonable efforts to enable the timely delivery of all equipment

and system components needed for Supplier's Commissioning of the PBS - First Launch and the PBS - Second Launch including the following:

- (i) deploying qualified Smoove staff in the City of Vancouver to coordinate Smoove's activities and to assist and enable Supplier's activities;
- (ii) carrying out Smoove's activities with such efficiency and timeliness as is necessary to meet the specified deadlines in this Agreement;
- (k) ***Obligations of Smoove Throughout Agreement Term and After:*** Smoove shall, throughout the term of this Agreement and after if the City exercises its right to acquire title to the PBS or assigns its right to acquire title to a third party:
 - (i) continue to supply the usual scope of warranty, support, maintenance and repair services and replacement/spare parts for the benefit of the PBS (on the same terms and at the same prices as agreed between Supplier and Smoove but subject to any incremental increases that Smoove might apply to future orders by Supplier);
 - (ii) grant, or permit Supplier to assign to the City or a third party designated by the City, any Smoove licenses necessary to operate any aspect of the PBS; such grant or assignment of Smoove licenses shall be at no additional cost to the City or the third party except (A) the price paid by the City or the third party to Supplier in accordance with Article 12 and Schedule T, and (B) the ongoing software and technology licence fee payable by the City or the third party to Smoove;
 - (iii) extend financing to Supplier for the balance of the PBS equipment cost beyond \$5 million for up to 24 months following the PBS - Second Launch date; and
 - (iv) not take, and shall not require Supplier or the City to grant, any Encumbrance against the PBS.

3.2 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.3 Sufficiency and Competence of Personnel

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by this Agreement, which approval, or denial thereof by the City, shall be provided to the Supplier within a reasonable time so as not to delay the Time(s) for Completion.

- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

3.4 Design Review

- (a) Where so specified in this Agreement or as otherwise instructed by the City, the Supplier shall submit design-related Documentation for review by the City, and shall not proceed with work on the basis of such design Documentation until the City's approval of such Documentation has been received in writing.
- (b) None of:
 - (i) the submission of Documentation to the City by the Supplier;
 - (ii) its examination by or on behalf of the City; or
 - (iii) the making of any comment thereon (including any approval thereof),

shall in any way relieve the Supplier of any of its obligations under this Agreement or of its duty to ensure the accuracy and correctness of such Documentation.

3.5 Standards and Requirements

The Supplier shall (and shall ensure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the terms of this Agreement;
- (c) the City Policies; and
- (d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in Sections 3.5(a) to 3.5(d) in the order of priority in which such standards or requirements are listed (with Section 3.5(a) being of highest priority).

3.6 Consents; City Role

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement. Where deemed reasonable by the City and within its legal authority, the City may provide assistance to Supplier in procuring such Consents as may be required for Supplier to perform the Supply.

Notwithstanding anything in the above paragraph or any other term of this Agreement:

- (a) to the extent the City deems reasonable and within its legal authority, in respect of those tasks under this Agreement contemplated to be performed by

the Supplier where the City plays a role (e.g. station siting and permitting), the City will perform its tasks efficiently and in a timely manner in order to enable the timely performance of the Supplier's tasks, and

- (b) no term of this Agreement, or any consent or agreement of the City given under this Agreement, will fetter the discretion of the City or be deemed to be a Consent of the City in its capacity as a Competent Authority.

3.7 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) The Supply shall, when completed, constitute a fully operable system, ready for immediate use by the City and the public and fit for the use for which it is intended and the Supplier warrants that the Supply shall, upon completion, meet the Service Performance Levels set forth in Schedule J and any such repairs or improvements necessary to meet the Service Performance Levels shall be undertaken by the Supplier, without cost or liability to the City, and the Supplier shall indemnify and hold the City harmless in relation thereto.
- (c) All goods or materials provided under the Agreement as part of the Supply shall be new and shall be covered by warranty for a period of at least twelve (12) months from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (d) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (e) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (f) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (g) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.7 or to evidence the Supplier's compliance with this Section 3.7, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.7.

3.8 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.

3.9 Variations Requested by the City

- (a) Any variations to the terms of the Supply or this Agreement (and schedules thereto) shall, unless expressly set out in this Agreement, be negotiated between the Parties.
- (b) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies, for purposes not specific to the PBS or in a manner directly intended to modify the terms herein, at any time upon notice to the Supplier.

3.10 Tests; Defects, Commissioning and Acceptance

- (a) The Supplier shall, not less than two weeks in advance of each of the PBS - First Launch, PBS - Second Launch or any portion thereof, provide the following to the City in writing with regular written updates:
 - (i) notice of whether each Launch will meet the 95% Launch Threshold on time (with regular updates);
 - (ii) if less than 100% of the Launch will be met, a detailed plan and timeline as to how and when the balance of the Launch will be met;
 - (iii) if Supplier does not believe the Launch will meet the 95% Launch Threshold on time, a detailed plan and timeline as to how and when the balance of the Launch will be met;
 - (iv) a Launch checklist (or an updated version if provided previously), in form and substance mutually agreeable to Supplier and the City (each acting reasonably) (the "Launch Checklist") setting out in detail the process, tests, steps and timeline to be completed leading up to the Launch;
 - (v) anything else considered necessary or helpful by Supplier (acting reasonably) or requested by the City (acting reasonably) to ensure a timely and smooth Launch.
- (b) Supplier shall perform such practical tests of the Supply as the Supplier reasonably deems necessary. Upon receiving notice and in addition to the tests performed by the Supplier, the City may perform such other practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist

the City in performing such tests, or directly perform such tests, as the case may be, if and to the extent so requested by the City.

- (c) If the testing described in the foregoing section reveals, in the judgement of the Supplier or City, any Defects in the Supply, each party shall notify the other parties in writing immediately.
- (d) The Supplier shall remedy, at its own cost and risk, any Defects in the Supply that the Supplier discovers or that are identified in a notice sent by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (e) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (f) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date or inform the City of an acceptable remediation plan, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due within ten days of invoicing). The City's exercise of its election under this Section 3.10(f) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.
- (g) When the City is reasonably satisfied, in respect of each Launch, that (i) the items on the Launch Checklist have been achieved, and (ii) at minimum the 95% Launch Threshold has been met, the City shall promptly issue to the Supplier a Certificate of Completion. The City's issuance of the Certificate of Completion in respect of a Launch is written confirmation that such Launch has been Commissioned and shall require the City to issue payment for that Launch.
- (h) Without prejudice to any right or remedy of the City under this Agreement, performance of the Supplier's obligations in respect of the Commissioning of the Supply shall not be considered to have been completed until the corresponding Certificate of Completion is issued in accordance with Section 3.10(g).

3.11 Title, Encumbrances and Risk

- (a) Unless and until the City requires, pursuant to Article 12, the Supplier to transfer title to the applicable PBS assets, and except as otherwise set out in this Agreement, the Supplier shall retain title (except the City-Owned PBS Assets) and risk to the PBS Assets.
- (b) The Supplier warrants that title in and to the PBS Assets shall be free and clear of Encumbrances for the duration of the term of this Agreement except the first-ranking security interest granted in favour of the City (in respect of which the dollar value secured is reduced over time pursuant to the terms of the

General Security Agreement attached as Schedule BB) or, subject to the City's prior written agreement, other security granted to a lender necessitated by credit extended to the Supplier solely and directly for the good and long term success of the PBS. The need for the City's agreement is not intended to impede Supplier from raising or borrowing funds that will allow Supplier to operate the PBS in a commercially reasonable manner. However, as a key stakeholder in the PBS, the City's preference is that both the City and Supplier together ensure that the terms of any such arrangement do not unreasonably impede the City's security interest as well as ensure the long term successful, stable and sustainable operation of the PBS. If the Supplier requires credit for the PBS, the City shall have the right to fully learn about the terms of that credit and any impact on the City's security interest in the Supply as well as the impact of such credit on the financial status and risk to the PBS. For example only, the City may not agree to any other security being granted to another party in the following circumstances:

- (i) it will leave unsecured any part of the City's contribution value at that time;
- (ii) the credit will not benefit the long term successful and stable operation and viability of the PBS;
- (iii) the terms of credit are overly onerous and expose the PBS to unreasonable financial risk; or
- (iv) alternatives to the proposed credit are reasonably available.

Notwithstanding the foregoing, the City acknowledges that Supplier will need to take a secured credit line of \$1,000,000 or less in the ordinary course of business. At the appropriate time, the City will cooperate with Supplier's efforts to do so, and will consider, among other alternatives, subordinating or agreeing to the lender having a security interest equal in rank to, a portion of the City's security interest if necessary, in order to secure such credit line.

- (c) At any time during the term of this Agreement, Supplier may refund the Remaining City's Contribution at that time (as defined in Schedule T (Price and Payment)) subject to Supplier and the City agreeing on an alternate arrangement by which the City would pay, using the refunded Remaining City's Contribution, Supplier for the PBS services to be provided during the remainder of the term of this Agreement. Supplier and the City shall consider the following factors in structuring such an alternate payment arrangement: (i) the goal of both Parties to ensure the PBS services contemplated by this Agreement are met, and (ii) the goal of both Parties to structure an arrangement that minimizes the need by the City for security.
- (d) Title in and to the applicable PBS assets shall pass to the City only in the event that the City acquires such assets under the terms set forth in Article 12.
- (e) If the City acquires the applicable PBS assets and by virtue of doing so requires the Supplier to transfer title in and to such assets to the City, the Supplier shall deliver to the City any documentation in form and substance satisfactory to the

City, acting reasonably, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to such assets to the City, free and clear of all Encumbrances except those granted to, or agreed by, the City.

- (f) Unless otherwise set forth in this Agreement, the Supplier must not enter any contract that constitutes an Encumbrance on the Supply or reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party. At the request of the City, acting reasonably, Supplier shall provide evidence that no such contract has been entered into.
- (g) Notwithstanding the foregoing provisions of this Section 3.11, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, the Supply for the duration of the term of this Agreement.

ARTICLE 4 PREFERRED SUPPLIERS

4.1 Procurement of Supplies

If so required as part of the Supply, the Supplier shall procure:

- (a) those materials and/or services specified in Schedule X (Permitted Subcontractors) as being required to be procured from such Subcontractors;
- (b) where no particular materials and/or services are specified in Schedule X (Permitted Subcontractors) as being required to be procured from a particular Permitted Subcontractor, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) set out in Schedule V and otherwise the provisions of this Agreement.

4.2 Information Concerning Alternative Suppliers

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Permitted Subcontractor where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative sub-contractor or supplier; or
- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) if the Permitted Sub-Contractor becomes insolvent; or
- (d) if the Permitted Sub-Contractor fails to perform or cooperate under the terms of this Agreement; or
- (e) an alternative supplier is able to provide an improved or more advanced product;

- (f) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

4.3 Use of Alternative Suppliers

If the Supplier needs to procure any materials or services for which a Permitted Subcontractor is specified in Schedule X (Permitted Subcontractors) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, at a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Permitted Subcontractor;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

ARTICLE 5 CONTRACT MANAGERS

5.1 City PBS Managers

- (a) The City hereby designates the City Engineer or one or more of his designates as a "City PBS Manager." Each City PBS Manager, including any additional City PBS Managers designated by the City in accordance herewith, has, for so long as he or she remains a City PBS Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through the City PBS Manager and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City PBS Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Supplier's Managers

- (a) Upon hiring the appropriate staff, and without unreasonably delay, the Supplier shall notify the City PBS Manager in writing of the person (s) who will be the "Supplier's Manager." Until such notice, the Supplier's Manager shall be deemed to be the person named in Section 11.6 of this Agreement. Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

5.3 Designation of New Managers

The City may designate new City PBS Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a corporation duly organized, validly existing and in good standing under the laws of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier shall have, within 60 days of a execution hereof, a valid City of Vancouver business license that applies to all of the Supply;
- (e) all statements made by the Supplier in its Proposal are true and accurate subject to the Parties' mutual understanding that any figures and calculations set forth in the pro forma are meant as best estimates and are not guarantees of any price, cost or revenue;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;

- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;
- (j) throughout the term of this Agreement, the sole business of Supplier will be the ownership and operation of the PBS.

6.2 Representations and Warranties of Supplier's Guarantor

Supplier's Guarantor represents and warrants that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida;
- (c) it is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) Supplier is a wholly-owned subsidiary of Supplier's Guarantor;
- (e) it owns and/or operates other Bike Share systems in Canada and/or the United States.

6.3 Representations and Warranties of Smoove

Smoove represents and warrants that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) it is a corporation duly organized, validly existing and in good standing under the laws of France;
- (c) it is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach.

6.4 Representations and Warranties of the City

The City represents and warrants that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) it is a municipal corporation continued under the *Vancouver Charter* (British Columbia); and
- (c) it is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach.

6.5 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) upon becoming aware, report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and

- (h) be and act as a "prime contractor", as defined in the WCA, for all Sites, and the Supplier assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

6.6 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.7 Covenants Regarding the Environment

- (a) The Supplier shall:
 - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
 - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
 - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
 - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.

- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.8 Further Covenants Regarding the Sites

The Supplier shall:

- (a) perform the Supply at all Sites in compliance with all applicable Laws and bylaws of the City;
- (b) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
- (c) not do anything at any Site which is or may become an unreasonable nuisance, a danger or an unreasonable disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

6.9 Covenants Against Encumbrances

- (a) The Supplier shall keep each Site and the PBS Assets, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials besides (i) any automatic workmen or mechanic's liens that may attach automatically; or (ii) any Encumbrances permitted by Section 3.11. Other than those excluded, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days (or sooner if requested by the City acting reasonably, or longer (provided there is no unreasonable delay) if it is not commercially reasonable to discharge within 30 days provided the Supplier is making continuous and diligent efforts to discharge) after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.8(a) within the time period set out above, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand.

6.10 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

ARTICLE 7 PERSONNEL

7.1 Separate Personnel

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.
- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.
- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel.

7.2 Changes in Personnel

The City, acting reasonably, may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion, acting reasonably, that the personnel in question are guilty of misconduct or are otherwise unable or unfit to perform satisfactorily and safely and in accordance with Good Industry Practice. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
- (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
 - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
 - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
 - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed) however it is understood that certain employees of Supplier's parent company may work on the project or provide oversight on an interim basis and such employees shall not be subject to the provisions of Section 7.3; and
 - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
- (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
 - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to help perform the Supply until completion.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

ARTICLE 8 REPORTING

8.1 Reports

The Supplier shall comply with the reporting requirements set out in Schedule H.

8.2 Assistance regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

ARTICLE 9 PAYMENT; AUDITS

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the Supplier will be compensated for the Supply in accordance with Schedule T, following the receipt by the City of invoices prepared and delivered in accordance with this Article 9 and Schedule T (Price and Payment).
- (b) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of any nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs.
- (c) Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the total price of the Supply and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier and Smoove shall not be entitled to any additional consideration from the City beyond that expressly set forth in Schedule T (Price and Payment).
- (d) Upon the City's payment in accordance with the instruction in the Invoice, the City shall be deemed to have fulfilled that particular payment obligation.
- (e) In the event that payment is made directly to Supplier, it will provide the City with confirmation of Payment to Smoove within five business days.

- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.2 Purchase Orders; Content of Invoices

- (a) Following the execution date, the City shall issue one or several purchase order(s) to the Supplier in relation to the Supply in order to ensure the City's prompt payment. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) The Supplier shall invoice the City in the manner set forth in this Article 9 and Schedule T.
- (c) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
 - (i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;
 - (ii) the party to pay and the electronic fund transfer information for such party;
 - (iii) whether the amount invoiced relates to the PBS - First Launch or PBS - Second Launch and the specific amount relating to such Launch;
 - (iv) the total amounts payable under the invoice and details of any applicable taxes;
 - (v) all supporting documentation relating to disbursements; and
 - (vi) such other information as the City may require from time to time.
- (d) Any terms or conditions that are proposed to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

9.3 Procedure for Invoices

- (a) Subject to different instructions from the City PBS Manager, invoices shall be addressed to the City, Attention: Accounts Payable, and email it to apinvoice@vancouver.ca or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

9.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

9.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier. In the event of such a dispute, the City may only withhold payment for the contested item in the invoice and shall promptly pay any invoiced amounts that are not subject to dispute. In the event that the Parties are unable to reach an agreement as to the correctness of the invoice, the dispute shall be resolved by a mutually agreed upon third party neutral the cost of which shall be equally borne by both parties.

9.6 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. Subject to the provisions in Schedule H, the City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement and subject to Schedule H, the City can itself, and at its own expense, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances.

9.7 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without

limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

**ARTICLE 10
CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY**

10.1 Scheduled Items

The City shall make available, on agreed terms and conditions, to the Supplier for the purpose of the Supply, such personnel, equipment, facilities, services (including services of third parties) and information as agreed by the City.

10.2 Other Information

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

10.3 Decisions in Writing

On all matters properly and reasonably requested in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

10.4 Access to Sites

The rights and obligations of Supplier with respect to the use of City property for the purpose of locating PBS stations shall be governed by the terms of the City Sites Licence attached hereto as Schedule R.

**ARTICLE 11
LIABILITY AND INSURANCE**

11.1 Covenants of Indemnification by the Supplier

- (a) As owner and operator of the PBS, the Supplier shall bear all financial, legal and other risks associated with the PBS (including the City-Owned PBS Assets, of which Supplier is a licensee and the City is the owner and licensor) and shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless (in respect of the PBS and the City-Owned PBS Assets) against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by applicable Laws or otherwise imposed), arising out of or in connection with, or consisting of:
 - (i) any:
 - (A) damage to a Site or any part thereof, or any PBS property whether located at a Site or otherwise, which occurs during the provision of the Supply;

- (B) any claim by a third party under the *Builders Lien Act* (British Columbia);
- (C) damage to the natural environment, including any remediation cost recovery claims;
- (D) loss or damage arising from a claim by any PBS user or other third party concerning or arising out of the Supply;
- (E) loss or damage arising from a claim by any employee or Subcontractor of the Supplier for any reason;
- (F) occupational illness, injury or death of any person which occurs during, or as a result of, the provision of the Supply;
- (G) failure by the Supplier to fully comply with the provisions of this Agreement;
- (H) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, providing the Supply;
- (I) actual or alleged infringement of any Intellectual Property Rights (including in respect of City-Owned PBS Assets) caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
- (J) breach of any representation, warranty or covenant of the Supplier contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or

- (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.
 - (d) The Supplier shall not be required to indemnify the City for any liability resulting from the City's (or the City's agent) gross negligence or intentional misconduct.

11.2 Contamination of Sites

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, a Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

11.3 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by Supplier pursuant to ARTICLE 11, the following provisions shall apply:

- (a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that the City is or may be entitled to indemnification from Supplier in respect of all (but not part only) of the liability arising out of a claim, the City entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 11.3(f); and
 - (ii) Supplier providing the City entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,permit or require Supplier to dispute the claim on behalf of the City entitled to indemnification at Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):
 - (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;

- (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
 - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
 - (i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.3(a); or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);
- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
 - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
 - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;
- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in

relation to such the person entitled to indemnification shall issue instructions accordingly; and

- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

11.4 Insurance

In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Law, the Supplier shall carry and maintain in force, at all times during the term of this Agreement, the insurance set out in Schedule S (Insurance). The Supplier shall also comply with all other obligations set out in Schedule S (Insurance).

ARTICLE 12

FORCE MAJEURE; MATERIAL DEFAULT; TERMINATION AND OTHER REMEDIES

12.1 Force Majeure

- (a) No party shall be deemed to be in breach of this Agreement or otherwise liable to the other parties in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If a party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other parties, specifying the nature and extent of the event of Force Majeure, within 3 days after becoming aware of the event of Force Majeure;
 - (ii) if the party impacted is Supplier or Smoove, Supplier or Smoove, as the case may be, shall, within 5 days of becoming aware of the event of Force Majeure, deliver a Force Majeure impact mitigation plan to the City (the "FM Mitigation Plan") describing in reasonable detail the following at a minimum:
 - (A) the cause, nature and extent of the event of the Force Majeure;
 - (B) what part of the PBS, if any, is impacted (e.g. the number of bikes, stations, areas, for how long, times of day affected, etc);
 - (C) the financial impact to the Supplier or Smoove, if applicable;
 - (D) Supplier's or Smoove's plan to mitigate or eliminate the impact (e.g. what steps will Supplier take, when, for how long, whether any 3rd parties will be involved, likelihood of success, etc);

Supplier or Smoove, as the case may be, will provide to the City, every few days, an update to the FM Mitigation Plan and progress on mitigating or eliminating the impact of the event of Force Majeure;

- (iii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 - (iv) it shall not be entitled to (but at the City's discretion may be afforded) payment in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
 - (v) the Time(s) for Completion shall be extended to take into account such delay; and
 - (vi) within five days of the cessation of any Force Majeure event, the party affected thereby shall submit a written notice to the other parties, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so including, without limitation:
 - (i) the expenditure of money to mitigate the cause and result of the Force Majeure (e.g. hiring a third party to do what the impacted party cannot do);
 - (ii) exploring and finding an alternate approach to performing the obligation that is impacted by the event of Force Majeure; and
 - (iii) continuing to perform all its other obligations that are not impacted by the event of Force Majeure.
- (d) Notwithstanding the obligations of a party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier or Smoove to provide the Supply in accordance with this Agreement for a period of at least 15 days, the City may do any one or more of the following:
 - (i) step in and perform (either directly or through a qualified third party hired by the City) on behalf of the Supplier or Smoove at the Supplier's or Smoove's expense to be reimbursed by the Supplier or Smoove within 30 days of City demand;
 - (ii) if the event of Force Majeure impacts a discrete portion of the PBS (e.g. only certain bikes or stations or areas are impacted), consider removing such portion from the PBS for the duration of the event of Force Majeure provided the City and Supplier or Smoove can mutually agree on the conditions of such removal;
 - (iii) take one or more steps that, in the Parties' view, is in the best interests of the PBS, its users and the public (provided it does not have a material

adverse impact on Supplier or Smoove) and, if the City considers reasonable and that such steps should have been taken by Supplier or Smoove, demand reimbursement of any costs incurred by the City from Supplier or Smoove within 30 days of demand.

12.2 City Suspension Rights; Threat to Public Safety

The City shall have the following rights:

- (a) In the event of a specific and identifiable threat to public safety, the City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to the remediation of any threat to public safety, including any investigations.

12.3 Termination Due to Non-Renewal

- (a) ***Consequences of Termination Due to Non-Renewal:*** In the event that the City and Supplier do not agree to renew this Agreement in accordance with Section 2.2, the City may exercise its rights in either of the following paragraphs (i) or (ii):
 - (i) ***Removal of PBS:*** the City may require Supplier to, by a deadline mutually agreed upon by the Parties, or failing agreement, within a period of not less than 4 months as determined by the City, remove the PBS from the City of Vancouver, in which case Supplier shall do the following at its risk and expense, with no compensation from Supplier to the City and no compensation from the City to Supplier:
 - (A) remove all PBS equipment from the Sites and restore all Sites back to the condition they were in before the installation of any PBS equipment;
 - (B) upon the City Engineer's request, deliver to the City Engineer all books, records, documents and materials relating to Supplier's past performance of this Agreement;
 - (C) deliver to the City Engineer such other reports and other documents and information as may be required pursuant to Schedule H (Reporting);
 - (D) change Supplier's name to some other name that does not contain the word "Vancouver";
 - (E) deliver to the City Engineer all records, documents and other information (regardless of the form of media on which such information may be stored) relating to the City-Owned PBS Assets;

(F) ceasing using the City-Owned PBS Assets as of the earlier of (1) the date of termination of this Agreement, or (2) the date the PBS ceases to operate;

(G) do such other things as the City may request, acting reasonably,

provided that if any of the above are not performed by Supplier prior to the mutually agreed upon date or the date determined by the City, as applicable, the City may, in addition to all other remedies available to the City under this Agreement or applicable Laws, perform any of the above on behalf of Supplier, at the Supplier's expense reimbursable to the City on demand, and the City may deal with (e.g. remove, sell, scrap, use, etc) any remaining PBS Assets in any way deemed fit to the City without any compensation to Supplier.

(ii) **City's Right to Purchase Upon Non-Renewal:** the City may, prior to the date of termination of this Agreement, exercise its right, by written notice to Supplier, to purchase the PBS Assets at the Non-Renewal Purchase Price determined in accordance with Schedule T (Price and Payment). If the City exercises this right, Supplier shall, subject to on the City's agreement to pay the Non-Renewal Purchase Price, sell the PBS Assets to the City free and clear of all Encumbrances. The City may assign to a third party its rights to purchase the PBS Assets and to negotiate the Non-Renewal Purchase Price with Supplier. Under no circumstances shall Supplier be obligated to sell the PBS to the City or a third party unless Supplier and the City or the third party agree upon the Non-Renewal Purchase Price. If Supplier and the City or the third party intend to negotiate the Non-Renewal Purchase Price, they shall also determine a reasonable closing date to effect the transfer of the PBS Assets and the term of this Agreement shall be extended, if necessary, to such closing date.

12.4 Termination for Material Default

(a) **Material Default of Supplier Defined.** The following events shall constitute a Material Default of Supplier under this Agreement:

(i) ***Supplier Not Actively Operating PBS:*** if Supplier ceases its operations or is no longer actively and continuously operating the PBS for reasons other than Force Majeure;

(ii) ***Persistent and Recurring Defaults:*** if Supplier is in breach of one or more of its material obligations under this Agreement or any other Ancillary Agreement and such material breaches are persistent and occur repeatedly and Supplier has failed repeatedly to remedy such breaches or to take diligent, continuous and commercially reasonable steps to try and remedy such breaches and to avoid further breaches within a reasonable period of time upon becoming aware of them;

(iii) ***Repeated Failure to Meet Service Level Commitments:*** if Supplier meets the thresholds set forth in Schedule J for Material Default;

- (iv) **Bankruptcy/Insolvency:** if, any time during the term of this Agreement, the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events;
 - (v) **Default under General Security Agreement:** if, at any time during the term of this Agreement, the Supplier defaults under the General Security Agreement granted to the City in the form of Schedule BB, and such default is not cured within 60 days of becoming aware of, or written notice by the City of, such default;
 - (vi) **Default in Payments to the City:** if, at any time during the term of this Agreement, the Supplier fails to pay amounts due and owing under this Agreement to the City that are not disputed by the Supplier, acting reasonably, for a period of ninety (90) days (or such other length of time as may be mutually agreed upon by the Parties) following written notice from the City including, without limitation, any one or more of the following that are set out in Schedule T (Price and Payment):
 - (A) Station Siting Cost;
 - (B) Revenue Share; or
 - (C) Performance Non-Compliance Penalty;
 - (vii) **Fraud/Willful Misconduct:** if, any time during the Term of this Agreement, it is determined by a court of competent jurisdiction that Supplier has committed an act of fraud or willful misconduct in connection with this Agreement;
 - (viii) **Prohibited Change in Control:** if, any time during the Term of this Agreement, a Change in Control of the Supplier occurs, to any third-party entity that is not an affiliate, subsidiary or parent company, without the City's prior written consent not to be unreasonably withheld in accordance with this Agreement; or
 - (ix) **PBS - Second Launch Delay:** if the PBS - Second Launch is not Commissioned by April 1, 2017 as set out in section 3.1(c) of this Agreement.
- (b) **Material Default of City Defined.** The following events shall constitute a Material Default of the City under this Agreement:
- (i) **Persistent and Recurring Defaults:** if City is in breach of one or more of its material obligations under this Agreement or any other Ancillary Agreement and such material breaches are persistent and occur repeatedly and City has failed repeatedly to remedy such breaches or to take diligent, continuous and commercially reasonable steps to try and

remedy such breaches within a reasonable period of time upon becoming aware of them;

- (ii) ***Failure to Satisfy Invoices:*** In the event that the City fails to tender payment to Supplier of amounts due and owing under this contract, and not disputed by the City, acting reasonably, for a period of ninety (90) days (or such other length of time as may be mutually agreed upon by the Parties) following written notice from Supplier of each amount.
- (c) ***Right to Terminate for Material Default:*** If either the City or Supplier is in Material Default, the other party may terminate this Agreement on not less than 120 days (or a longer period of time as determined by the City) prior written notice to the other, save and except in the case of a Material Default of Supplier under Section 12.4(a)(iv) where the City may terminate this Agreement earlier.
- (d) ***Consequences of Termination Due to Supplier's Material Default:*** If this Agreement is to terminate in accordance with Section 12.4(c), the City may exercise its rights in either of the following paragraphs (i) or (ii):
 - (i) ***Removal of PBS:*** require Supplier to, prior to the date of termination, remove the PBS from the City of Vancouver, in which case Supplier shall do the following at its risk and expense:
 - (A) change its name to some other name that does not contain the word "Vancouver";
 - (B) remove all PBS equipment from the Sites and restore all Sites back to the same condition they were in before the installation of any PBS equipment;
 - (C) upon the City Engineer's request, deliver to the City Engineer all books, records, documents and materials relating to Supplier's past performance of this Agreement;
 - (D) deliver to the City Engineer such other reports and other documents and information as may be required pursuant to Schedule H (Reporting);
 - (E) deliver to the City Engineer all records, documents and other information (regardless of the form of media on which such information may be stored) relating to the City-Owned PBS Assets;
 - (F) ceasing using the City-Owned PBS Assets as of the earlier of (1) the date of termination of this Agreement, or (2) the date the PBS ceases to operate; and
 - (G) do such other things as the City may request, acting reasonably.

If the City requires Supplier to remove the PBS from the City of Vancouver under this section, Supplier shall pay the Supplier Default

PBS Removal Price to the City determined in accordance with Schedule T (Price and Payment).

- (ii) **City's Right to Purchase Upon Material Default of Supplier:** In the event of a Material Default on the part of Supplier, the City may, prior to the date of termination of this Agreement, exercise its right, by written notice to Supplier, to purchase the Default Take-Over Assets for the Supplier Default Purchase Price determined in accordance with Schedule T (Price and Payment). If the City exercises this right, Supplier shall, upon receipt from the City of payment of the Supplier Default Purchase Price, transfer the Default Take-Over Assets to the City free and clear of all Encumbrances. The City may assign to a third party its right to purchase the Default Take-Over Assets. If the City or a third party elects to purchase the Default Take-Over Assets, they shall complete such purchase within 120 days of the date of written notice of their election to purchase the Default Take-Over Assets provided Supplier cooperates with the purchase and agrees to transfer the Default Take-Over Assets upon receipt of funds from the City, failing which the City or third party may, acting reasonably, extend the closing date of the transaction. The term of this Agreement shall be extended until the closing date of such transaction. If the City elects to purchase the Default Take-Over Assets, Supplier shall be required to remove all equipment, property and other PBS Assets other than the Default Take-Over Assets.
- (e) **Consequences of Termination Due to City's Material Default:** If this Agreement is to terminate in accordance with Section 12.4(c), the Supplier may exercise its rights in either of the following paragraphs (i) or (ii):
 - (i) **Removal of PBS:** Subject to Supplier paying the City Default PBS Removal Price determined in accordance with Schedule T (Price and Payment), Supplier may remove the PBS Assets from the City of Vancouver in accordance with section 12.4(d)(i) and dispose of them freely and at Supplier's sole and exclusive discretion;
 - (ii) **Sale of PBS:** if the City (or a third party designated by the City) elects to purchase the PBS Assets, the City Default Purchase Price will be determined in accordance with Schedule T (Price and Payment) by agreement between Supplier and the City (or the third party). Once the City (or the third party) pays the price to Supplier, Supplier shall sell and transfer the PBS Assets to the City free and clear of all Encumbrances. In such event, the City (or the third party) and Supplier shall also agree on a reasonable closing date and other usual terms of the transaction and the term of this Agreement shall be extended, if necessary, to such closing date.

12.5 Supplier's Further Obligations in the Event of PBS Purchase or Termination

- (a) **Supplier's General Obligations:** In the event that pursuant to Section 12.3 or 12.4, the City acquires the applicable PBS assets, as pre-conditions of, or

concurrently with, the City's payment of the appropriate purchase price to Supplier, Supplier shall have the following obligations:

- (i) Supplier shall change its name to some other name that does not contain the word "Vancouver";
- (ii) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
- (iii) return (or destroy if otherwise directed by the City in writing) to the City all Confidential Information provided to it for the purposes of this Agreement;
- (iv) return all of the City's Site access cards and other City property provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards and other City property have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
- (v) if so requested by the City, assign all rights and interests in, and title to, the Supply and this Agreement, subject to the City's payment of the purchase price of the system, free and clear of all Encumbrances within the time periods described above;
- (vi) subject to the City's payment of the purchase price, and if appropriate under the specific nature of the purchase, and if requested by the City, assign any Subcontractor agreement or any other agreement ancillary to this Agreement, and do all things and execute all documents necessary to give effect thereto as appropriate under the circumstances; and
- (vii) continue to operate and maintain the PBS in accordance with the requirements of this Agreement until the effective date of such assignment or some other date determined by mutual agreement; and
- (viii) do all things necessary under the particular purchase scenario to effect an efficient and orderly assignment of the PBS Assets or portion thereof, this Agreement and any Subcontractor or other agreements, to the City or the City's designate in order to minimize any interruption to the operation of the PBS.

12.6 Other Surviving Rights and Liabilities of Parties

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.7 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15, ARTICLE 16 and ARTICLE 17 shall remain in force.

ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any Subcontractor or other agreement ancillary to this Agreement, or any rights and obligations hereunder or thereunder, or purport to take any such action without the prior written consent of the other not to be unreasonably withheld save and except for any of the transactions contemplated under Article 12 in respect of the purchase and sale of applicable PBS assets or an administrative change in control with the prior agreement of the City provided that, in respect of an administration change in control by Supplier, the Guarantee attached as Schedule AA remains valid and in legal effect and further provided that the transferee or assignee agrees to assume all of the rights and obligations of Supplier under this Agreement including, without limitation, granting a General Security Agreement to the City on the same terms and conditions. A Change in Control of the Supplier shall be deemed an assignment or transfer for the purposes of this Section subject to the exception that an assignment to an affiliate, subsidiary or parent company for administrative purposes shall not be considered an assignment or transfer.

13.2 Subcontracting and Ancillary Agreements

- (a) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractors whose role in the provision of the Supply is expressly provided for in Schedule X (Permitted Subcontractors), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (b) The Supplier shall include in each Subcontractor agreement or any other agreement ancillary to this Agreement, provisions allowing such agreements to be assigned by the Supplier to the City or the City's designated third party pursuant to any of the transactions contemplated under Article 12 in respect of the purchase and sale of applicable PBS assets, without the need for such for payment to, or consent by, the Subcontractor or any other party beyond that specifically set forth herein.
- (c) The Supplier shall not without the prior written consent of the City (which shall not be unreasonably withheld or delayed) enter into, modify or terminate any agreement with a Subcontractor or any agreement that is ancillary to this Agreement. If the Supplier is in default under the terms of an agreement with a Subcontractor, or is reasonably likely to be in default, under any of the foregoing agreements, the Supplier shall immediately give written notice to the City of the nature of the default, what (if any) the remedy period is, how the Supplier intends to remedy the default, and whether the other party to the Agreement has threatened to terminate such agreement or take any other action as a result of such default.
- (d) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.

- (e) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

ARTICLE 14 INTELLECTUAL PROPERTY

14.1 Intellectual Property

The Parties' respective Intellectual Property rights are set forth in Schedule Z and incorporated fully herein.

ARTICLE 15 PRIVACY; CONFIDENTIALITY

15.1 FOIPPA and PIPA

The Supplier acknowledges that the City is subject to FOIPPA, which imposes significant obligations on the City's contractors (including Supplier) to protect all personal information acquired in the course of providing any service to the City. The Supplier hereby agrees to comply with all of its obligations under FOIPPA. Without limiting the generality of the foregoing, in respect of all "personal information" (as defined in FOIPPA) collected and stored by Supplier or any of its Subcontractors, Supplier shall obtain the prior consent, in accordance with the requirements of FOIPPA, of all individuals whose personal information is collected and stored by Supplier or any of its Subcontractors to such information being stored in, and accessed from, outside Canada. Since the City is also bound by FOIPPA, Supplier shall, upon the City's request, acting reasonably, advise the City as to how Supplier is meeting the above and other obligations under FOIPPA.

The Supplier also agrees to comply with all of its obligations under PIPA, which imposes obligations on non-public bodies to protect personal information acquired in the course of its business.

15.2 No Promotion

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

15.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "Permitted Purpose"),

or (b) disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

15.4 Disclosure to Representatives

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

15.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws (including, in respect of the City, as required by FOIPPA) or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

15.6 Other Disclosures by the City

The City's obligations under this ARTICLE 15 are wholly subject to and qualified by, the applicable provisions of FOIPPA and, notwithstanding any other provision of this ARTICLE 15, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

15.7 Interpretation; Enforcement and Survival

The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 16 TAXES

16.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by any party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that party, and for greater certainty the Total Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax

legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "**Sales Tax**") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

16.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Supplier; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a).

ARTICLE 17 DISPUTE RESOLUTION

17.1 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by escalation to senior management, mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

17.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 17.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;

- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 18 MISCELLANEOUS

18.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

18.2 Costs

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

18.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

18.5 Amendments and Waiver

Subject to Section 3.9, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

18.6 Notices

- (a) Any order, demand, notice or other similar communication to be given to a party in connection with this Agreement must be given in writing and shall be

deemed to be validly given if given by personal delivery to a City PBS Manager, a Supplier's Manager or to the person named below in the case of Smoove, as applicable, or delivered by registered mail, by courier or by email (provided that, in the case of email, the sender does not receive an "out of office" email or a reply email indicating the first email was not properly sent or received or with receipt of a reply email effectively acknowledging delivery), addressed to a City PBS Manager, a Supplier's Manager or to the person named below in the case of Smoove, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient party (including as designated in writing herein below) at the relevant address or email listed below:

- (i) if to the Supplier:

Vancouver Bike Share, Inc.

Josh Squire

Chief Executive Officer

350 Lincoln Road

Miami Beach, FL 33130

USA

Josh@Cyclehop.com (or his designate in an "out of office" reply email)

or, upon being established, to Supplier's Manager at his/her office in the City of Vancouver or to his/her email address notified in writing by Supplier.

- (ii) if to the Supplier's Guarantor:

CycleHop, LLC

Josh Squire

Chief Executive Officer

CycleHop, LLC

350 Lincoln Road

Miami Beach, FL 33130

USA

Josh@Cyclehop.com (or his designate in an "out of office" reply email)

- (iii) if to Smoove:

Smoove SAS

65 impasse des Trois Pointes

F - 34980 Saint Gely du Fesc

France

Attention: Laurent Mercat, President

Email: L.mercat@smoove.fr (or his designate in an "out of office" reply email)

or, upon being established, and upon written notice by Smoove, to Smoove's designated contact located in the City of Vancouver at his/her office in the City of Vancouver or to his/her email address.

- (iv) if to the City:

City of Vancouver
Engineering Department
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Jerry Dobrovolny, General Manager of Engineering
Email: jerry.dobrovolny@vancouver.ca (or his designate in an "out of office" reply email)

With a copy to:

City of Vancouver
Legal Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Francie Connell, Director of Legal Services
Email: francie.connell@vancouver.ca (or her designate in an "out of office" reply email)

or such other address or email as may be designated by notice given by either party to the other, provided that, notwithstanding the foregoing, invoices shall be addressed as specified in Section 9.3 or as otherwise specified by the City PBS Manager.

- (b) Any order, demand, notice or other communication given in accordance with Section 18.6(a) shall be conclusively deemed to have been given:
- (i) if given by personal delivery, on the day of actual delivery thereof;
 - (ii) if given by registered mail or courier, on the Business Day where the recipient party is located following confirmation by the postal service or the courier that the notice has been delivered; and
 - (iii) if given by email, on the day sent if sent during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the manner by which such demand, notice or communication is proposed to be sent, the party sending such demand, notice or communication shall send it in an alternate manner permitted in accordance with this section.

18.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 17; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

18.8 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

18.9 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

18.10 Third Party Claims

The Supplier shall give prompt written notice to the City upon becoming aware of a threat or commencement of any actions or claims brought against the Supplier by a PBS user, a Subcontractor or any other third party in connection with this Agreement or the PBS.

18.11 No Prejudice of City's Regulatory Rights, Powers, etc.

Nothing expressed or implied in this Agreement will or will be deemed to derogate from or prejudice or affect the City's rights, powers, duties, or obligations in the exercise of its functions pursuant to the Vancouver Charter or any applicable Laws, and the City may exercise such rights, powers, duties, and obligations as fully and effectively as if the Supplier and the City had not executed and delivered this Agreement. For greater certainty, no term of this Agreement or consent or approval given by the City under this Agreement will be deemed to be an approval or consent by the City in its regulatory capacity under the Vancouver Charter or any other applicable Laws.

18.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

18.13 Independent Legal Advice

EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

18.14 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by email shall be as effective as delivery of a manually executed copy of this Agreement by such party.

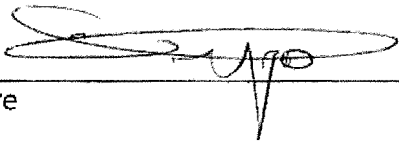
IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

(Signature pages follow immediately)

Page

Page

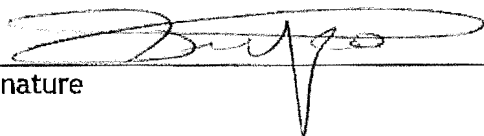
VANCOUVER BIKE SHARE INC.,
in its capacity as the Supplier



Signature

Josh Squire, Chief Executive Officer

CYCLEHOP, LLC,
in its capacity as Supplier's Guarantor

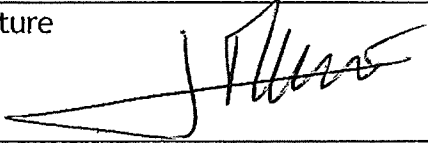


Signature

Josh Squire, Chief Executive Officer

SMOOVE SAS,
in its capacity as Subcontractor for the PBS Equipment

Signature



Signature

Print Name and Title

Laurent PLÉNARD, CEO


Print Name and Title

CITY OF VANCOUVER



Signature

Jerry W. Dobrovlny, GM of Engineering



Signature

Nick Kassam, Chief Procurement Officer



Signature

For:

Francie Connell, Director of Legal Services

C. KELLY OEHLISCHLAGER
453 WEST 12th AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER AND SOLICITOR

SCHEDULE A
SYSTEM DESIGN AND EQUIPMENT SPECIFICATIONS

General

1. The equipment will meet or exceed the requirements imposed by any and all applicable Laws and will be of a standard of quality equal to or exceeding that of any equipment samples shown to the City during the RFP evaluation process.
2. In connection with the installation, operation, and maintenance of the equipment, Supplier will use reasonable efforts to minimize the extent to which the use of the streets or other property of the City is disrupted, and Supplier will use reasonable efforts not to obstruct the use of such streets or property of the City, including, but not limited to, pedestrian travel. Sidewalk clearance must be maintained at all times so as to ensure a free pedestrian passage in accordance with any applicable Laws unless prior consent has been obtained from the City Engineer in his or her sole discretion.
3. The design of the equipment used or installed pursuant to this Agreement will be in compliance with all applicable Laws. In the event that any changes to the equipment are required by any changes in Laws from those in effect as at the Effective Date, Supplier will make such changes as are required to make the equipment comply with such changes and will note such changes in its inventory records so that this information is included in the inventory reporting required under Schedule H (Reporting and Agreement Oversight). Supplier will for this purpose, at a minimum, replace equipment and parts with those that are at least as good quality, or better quality and that meet the requirements of the Agreement.
4. The equipment will be sufficient to support a functional PBS independent of City infrastructure.
5. All equipment components exposed to the elements are low maintenance/durable and corrosion and graffiti resistant. The PBS will be functional in all normal Vancouver weather conditions besides heavy snow. The PBS is scalable and will accommodate seasonal and other changes in demand, including the number and size of Stations, number of Bicycles, etc. The PBS will be flexible to accommodate changes in technology, and to add features or change functionality assuming funding is available. Reliable, renewable power sources will be used when feasible, with the option to hardwire in locations where reliable renewable power sources are not possible. All equipment will be covered by industry-standard warranties.
6. Before using or installing any equipment, Supplier will obtain all necessary Consents required for the equipment, including those required by:
 - a. all applicable Laws;
 - b. Schedule R (City Sites Licence) for equipment on City-owned Sites; and

- c. the persons owning or occupying a Site which is not a City-owned Site.
7. Supplier will have displayed on each Bicycle, Station, and Helmet in use within the Program, a unique identifying number that will be tracked by Supplier and made available to the City.

Bicycles

8. The “Bicycles” or “Bikes” will meet or exceed the following technical specifications and will comply with applicable sections of the British Columbia Motor Vehicle Act and other applicable Laws:
- a. safe, reliable, and durable for all weather conditions. They feature an enclosed drive train and fenders to protect the Bicycle from damage due to inclement weather.
 - b. step-through frame with an adjustable seat height allowing the User to raise or lower the saddle according to his/her height. The seat post accommodates riders from 150cm to 195cm tall.
 - c. proprietary technology and parts including anti-vandal nuts that are incompatible with other Bikes to deter theft.
 - d. automatic LED lamps (white in front and red in back) capable of displaying light while a User is operating the Bicycle.
 - e. visibility enhancing reflectors.
 - f. a handlebar-mounted bell.
 - g. reliable and intuitive, maintenance-free roller brake system.
 - h. minimum 7-speed chain drive. The range chain can be adjusted to achieve an optimal ratio for Vancouver. The drive is powered by clip-free pedals.
 - i. exposed braking cables at handlebars and down to the front wheel, along the frame to the rear wheel for easy maintenance access.
 - j. 26 inch aluminum wheels with extra strong double-walled rims and puncture resistant tires.
 - k. large and robust front-mounted basket allows the rider to carry cargo including a typical briefcase, laptop bag, or grocery bag. Supplier will investigate inclusion of rear helmet storage space on Bicycle.
 - l. The basket provides space for sponsorship and PBS system information/instructions. Panels can quickly and easily be changed to reflect changes in sponsorship. Other sponsorship space on the Bicycle includes the skirt guard and frame.

- m. robust and no more than 50 lbs unless it is an e-bike.
 - n. side kickstand to allow the Bicycle to be supported upright.
 - o. front fork lock integrating a neyman type steering lock secures the Bicycle in a dock and prevents the steering tube from turning.
 - p. cable lock embedded in the handlebars allows Users to temporarily secure the Bicycle during a trip, or to lock the Bicycle to a public bike rack and end the trip within a specified range of a station.
 - q. RFID antenna capable of reading an RFID tag in a dock to confirm successful locking and provide Bicycle availability data.
 - r. front-hub dynamo charges on-board battery capable of retaining a charge for up to 3 months without use. Battery powers Smoove Box and automatic lights.
9. The “Smoove Box” system installed on each Bicycle will meet or exceed the following technical specifications:
- s. Waterproof (IP67), tamper-proof, durable electronic control box located on the Bicycle stem.
 - t. RFID / NFC contact-free reader to read member cards or other RFID-enabled cards.
 - u. piezo-electrical keypad for Users to enter their access code or navigate through the menu.
 - v. small LCD screen to guide the Users in a clear and understandable way showing, for example, real trip distance and duration of hire when the Bicycle comes to a stop.
 - w. Zigbee wireless radio transmitter-receiver, capable of communicating with Relay Boxes located at or nearby Stations and on maintenance equipped vehicles.

Stations

10. The “Stations” will meet or exceed the following technical specifications:
 - a. are aesthetically compatible with their surrounding streetscape and neighbourhood contexts, and consistent in appearance with other PBS Stations.
 - b. do not impede vehicular or pedestrian movement.
 - c. shall be comprised of docks mounted on dock base plates, a Relay Box (at or nearby Station), a sign, and may include a Terminal. Installation of the Relay Box on existing City infrastructure may be explored at some locations.
 - d. flexible configurations include straight, angled, and double-sided, using individual docks on platforms. Stations can be as small as ‘stop and shop’ locations with 4 docks. Average Station will have fifteen (15) docks.
 - e. Stations will be installed to accommodate a Bicycle to Station ratio of 10:1, and a system-wide Bicycle to dock ratio of 1:1.75.
 - f. Bicycles will be secured in a dock at the beginning and end of each trip. The City may allow Supplier to take advantage of features which would allow Users to end their trip by locking the Bicycle to any public bicycle rack within 100 metres of a Station.
 - g. every dock will contain a passive RFID tag with GPS coordinates to uniquely identify each dock and Station location.
 - h. Users have the option to select any in-service Bicycle at the Station. Users are able to check out a Bicycle without interacting with a Terminal by using a member card, or mobile phone.
 - i. Supplier will be immediately notified when a Bicycle is identified as out-of-service, and the bike is wirelessly disabled to prevent Users from checking it out.
 - j. Stations hold User information to accommodate trip completions in offline mode during a power failure event or loss of radio connection.
 - k. lighting may be added by Supplier or City to Stations where necessary to facilitate night time use of the Station and to reduce vandalism.
 - l. Stations can be designated as overflow-capable to allow Users to end a trip by securing the Bicycle to a public bike rack using the built-in cable lock.
 - m. freestanding docks and platforms or rails can easily be installed, removed, and relocated in a number of flexible configurations as no cables, wiring, or channels are required.

- n. signage, visible in all lighting conditions, is capable of displaying information regarding laws and safety, wayfinding maps, instructions on how to use the system, instructions on how to report problems, and information regarding sponsor(s).

Supplier offers multiple sign options:

- i. Compact sign with wayfinding map and Relay Box
- ii. Large sign with 4 x 6 feet viewable poster
- iii. Optional integration of existing City wayfinding map stand or signage

- 11. The "Relay Box" installed at or nearby each Station will meet or exceed the following technical specifications:
 - a. does not require a physical link to Station docking points or Bicycles.
 - b. sufficiently powered (solar powered or alternative as agreed upon) to meet operational requirement. Solar panel to be located away from trees and shadows and exposed to a minimum of 4 hours direct sunshine per day.
 - c. communicates to the Bicycle via Zigbee radio and to the central server via GPRS. It shall also communicate with operations management in real-time, indicating when Stations are near empty or a repair is reported. Relay Box to be located not further than 50 - 100 meters from nearest Bicycle with direct visible link.

Terminals

- 12. The "Terminals" will meet or exceed the following technical specifications:
 - a. wireless and communicates with the central server.
 - b. able to accept and validate a variety of payment methods and compliant with all applicable payment industry standards such as PCI-DSS.
 - c. all Terminals accept Casual Users with an agreement to the liability waiver.
 - d. a process for situations in which a User wants to return a Bicycle to a Station that is full, or check out a Bicycle from an empty Station.
 - e. legible in all lighting conditions and operational in all normal Vancouver weather conditions.
 - f. modular in design, and can accommodate additional features as needed such as ability to dispense member cards or keys.
 - g. The Supplier shall use best efforts to deploy Terminals that rest on a base plate instead of being affixed by screws directly into the ground. Supplier recommends to affix the Station end base plates to the ground. Terminals may be affixed to the ground.

Warranty

13. Supplier provides, and represents that the applicable equipment manufacturer provides, an industry standard warranty, excluding wear and tear, for the Bicycles and Stations as follows: 5 year warranty of the Bicycle frame and 3 year on other bicycle components and Stations, 3 year warranty on electronic components.
14. Supplier to provide a true and complete copy of all warranty documentation for the equipment.
15. Supplier will promptly inform the City of any product recall notice or any other material information concerning the equipment warranty or requirements.

SCHEDULE B HELMET SOLUTION

Overview of Helmet Solution

1. Supplier will adhere to key principles regarding helmet supply: compliance with this Agreement, compliance with all Laws and best industry practices, convenient for Users, inexpensive for Users and operator, safe and clean.
2. Supplier will facilitate PBS Users to comply with the BC Motor Vehicle Act's requirement for mandatory helmet usage. Before a User is permitted to rent a Bicycle, the User will be asked whether he/she has his/her own helmet. If the User responds "no", such User will not be permitted to rent a Bicycle. Supplier will supply Helmets, encourage helmet use, prohibit the rental of Bicycles without helmets for Users who do not have their own helmet and communicate the mandatory helmet law to Users. It is expressly understood, however, that while Supplier will comply with the principles and requirements of this Schedule B, Supplier cannot ensure Users actually wear a helmet.
3. A rental Helmet will be available at the Station free of charge for all PBS users who do not own a helmet. The Helmet will be affixed to the cable lock and stored in a covered cargo bin located in the front or back of the Bicycle. The City acknowledges that Supplier's standard Bicycles have cargo bins in the front (where the Helmet will likely be stored) and Supplier acknowledges that the City has asked Supplier to explore adding a cargo bin with a pannier rack at the back of the Bicycle to provide Users with a bin for storage of other personal items. Supplier will use commercially reasonable efforts to find a way to install an additional storage bin on each or some Bicycles at a reasonable cost and with minimal delay to implementation. Before installing any of these additional cargo bins, Supplier will consult with the City in order to mutually agree on whether, how and when to implement any additional cargo bins.
4. Users will be able to identify clean/unused Helmets by an indicator (tag, marker, seal, bag, etc.) sealing the Helmet.
5. Supplier will provide disposable helmet liners, which may be sponsored, in the Bicycle cargo bins and/or dispensed at the Terminal for use with Helmets. Supplier will submit a comprehensive "Helmet Plan" per Implementation Plan.
6. Supplier will inspect, clean, and/or replace Helmets as required during regular maintenance of Bicycles and Stations.
7. Supplier will provide an option for Users to purchase a quality helmet during the member registration process. The helmets sold during registration will be easily differentiated from the Helmets provided free of charge at Stations.
8. Supplier will implement a helmet vending and return solution at high traffic tourist locations to supplement the helmet in cargo bin solution. Before installing any of these

helmet vending machines, Supplier will consult with the City in order to mutually agree on whether, how and when to implement any helmet vending machines.

Equipment

9. The “Helmets” must meet the following criteria:
 - a. certified for use in Canada;
 - b. fit majority of the User population;
 - c. easily cleaned for re-use;
 - d. easily inspected for damage, wear and safety;
 - e. can be disposed of in an environmentally sensitive manner;
 - f. fits within the Supplier’s operating budget;
 - g. be well suited for design and comfort; and
 - h. packaged with an indicator (tag, marker, seal, bag, etc.) to easily indicate whether it has been worn.
10. Supplier shall supply the following related equipment:
 - a. Cargo bin cover; and
 - b. Helmet liners (with spares on each Bicycle).

Operating Procedures, Processes, and Policies

11. Collecting and Distributing Helmets (clean or used), and helmet liners
 - a. Supplier’s bike checkers will replenish and replace Helmets and helmet liners as needed.
 - b. Supplier’s bike checkers will distribute Helmets and helmet liners as part of their duties. Supplier may also hire a dedicated employee per shift to deal only with Helmets.
 - c. Field maintenance teams will carry a supply of replacement Helmets and helmet liners.

12. Cleaning and Inspecting Used Helmets

- a. Supplier will clean and disinfect used Helmets daily in accordance to manufacturer's instructions on site or at the maintenance facility. If at maintenance facility, a replacement Helmet will substitute the removed Helmet.
- b. Supplier will inspect all used Helmets for damage before re-circulating for use.
- c. Supplier will package clean Helmets with an indicator before re-circulating for use.

Overview of Helmet Operations/Maintenance Tasks

13. Overview of Operations

			Frequency of Task (indicate with ✓)					
	Task	Responsibility	Annual	Semi-Annual	Monthly	Weekly	Daily	As Needed
1.	Distribute Helmets and helmet liners	Bike Checkers					✓	✓
2.	Clean Helmets and Inspect	Bike Checkers					✓	✓
3.	Sell Sponsorship of Helmets	Sponsor partner: Score Marketing	✓					

SCHEDULE C INFORMATION SYSTEM

General

1. Supplier will provide the necessary technology to implement and manage the PBS, such as:
 - a. Consumer facing website
 - b. App
 - c. Back-end operations software
 - d. Technology on-bike
 - e. Technology on-Terminal
 - f. Reporting
2. Supplier will make anonymous and non-proprietary PBS data available to the City for internal research or other analytic use and make such data publicly available for use by researchers and software developers. The data will not contain any private or personally identifying information, and access will be available through the system's application programming interface (API) and/or website.

System Architecture

3. Supplier will utilize a GIR SabiWeb system and ThingWorx PTC platform composed of:
 - a. Multiple bike Stations, where customers take and return Bicycles
 - b. A central system, communicating with bike Stations to handle customer authorizations and bike movements

A third-party system (ThingWorx) exchanges information with GIR SabiWeb central system. ThingWorx does not communicate directly with the bike Stations.

Hardware

4. Supplier will provide all hardware components required to operate the PBS, such as:
 - a. Smoove Box on each Bicycle
 - b. Smoove stations composed of:
 - i. Base Plate, Docks
 - ii. Smoove Relay Box
 - iii. Parkeon Payment Kiosk
 - iv. Smoove or CycleHop sign

Software

5. Supplier represents and warrants that it has valid and proper licenses to use all PBS software for the duration of the term of the Agreement for the purpose of operating the PBS. Supplier further represents and warrants that, if the City requires Supplier to transfer License to the PBS, in accordance with the Agreement, to the City or a City designate, all licenses for the use of the PBS software, will be transferrable to the City or the City designate without the need for a transfer payment (except ongoing license

fees which will be paid by the City or its designate) , or consent or other approval from, the software licensor or any other party.

6. Supplier confirms that the PBS software licenses, to the knowledge of Supplier after reasonable inquiry, do not infringe, dilute, misappropriate, or improperly disclose any intellectual property or proprietary rights of any third party, or otherwise violate any Law.
7. Supplier will provide all software components, such as:
 - a. Smoove middleware
 - b. Smoove server
 - c. Smoove website & app
 - d. Smoove operator system
 - e. Parkeon payment system
8. The back-end software and hardware provide on-the-ground operators and the City with tools for real-time system monitoring in order to track the need for maintenance, repair, and redistribution. The system allows monitoring of the following conditions:
 - a. number of empty Docks and Bicycles available at any Station;
 - b. functional status of Bicycles, wherein Users may notify Supplier's operations staff of Bicycle malfunctions upon returning a Bicycle to a Dock which in turn triggers a response from the call center and a real-time work order to the ground maintenance crew. Real-time status of Smoove Box, Relay Box, and Terminal components, such as the communications devices, solar panels and electronics;
 - c. usage patterns of Docks and Bicycles;
 - d. real-time priority redeployment needs of Docks and Bicycles at any Station in the System;
 - e. ability to remotely lock down all or individual Stations or Bicycles; and
 - f. customer/ public complaints and resolutions.
9. The back-end software and hardware will also generate all information required to support the reporting requirements set out in Schedule H (Reporting and Agreement Oversight).

Real-Time User Information

10. Supplier will provide:
 - a) a bicycle share application for smartphone users to identify the location of Stations on a map in real-time, display status of Station (availability of Bicycles, and Docks, availability of a specific Station and the ability to perform searches. If and when a helmet vending solution is implemented, real-time information on Helmet availability at the helmet vending machines.
 - b) an open data platform on the PBS website (real-time information on status of Stations including availability of Bicycles, Docks, and availability of a specific Station; If and when a helmet vending solution is implemented, real-time information on Helmet availability at the helmet vending machines) to support

third party smartphone application development. The open data platform will comply with the North American Bikeshare Association's General Bikeshare Feed Specification (GBFS) data standard.

Maintenance, Updates and Upgrades

11. Supplier will be responsible for all system maintenance, software updates and upgrades.

Hosting, Data Storage, Security, and Interfaces

12. Supplier will be responsible for hosting customer and system data as well as the consumer website. Supplier will utilize a third party secure server system with backups hosted in Canada or in North America.
13. Supplier will strictly protect the privacy of all Users and not sell or transfer credit card and other private information except for the purpose of operating the PBS.
14. Supplier agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of the Supplier's security obligations or other event requiring notification under applicable law, Supplier agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City from and against any claims, damages, or other harm related to such a breach.

Licensing

15. In the event that Supplier can no longer service the system, in agreement with licence owners, Smoove will provide the right to use to the City but Licence Owners shall, under all circumstances, retain ownership and hold full title to the software and its underlying source code.

Compliance with applicable laws and City policies

16. Supplier will comply with all applicable laws (including privacy legislation), all applicable City policies (including compliance with Payment Card Industry Data Security Standard (PCI-DSS)).
17. Supplier acknowledges that the City is subject to FOIPPA, which imposes significant obligations on the City's contractors to protect all personal information acquired in the course of providing any service to the City. For example, if any personal information is to be stored or accessed from outside Canada, one of the obligations is to obtain the prior express consent of the individual to which the personal information relates. The Supplier hereby agrees to comply with all of its obligations under FOIPPA. The Supplier also agrees to comply with all of its obligations under PIPA, which imposes obligations on non-public bodies to protect personal information acquired in the course of its business.

SCHEDULE D
WEBSITE AND MOBILE ACCESS

General

1. The City will be the owner and registrant of the PBS domain name and all other IP addresses and domain names that will be registered in respect of the PBS. The City will license to Supplier for \$1 the use of PBS domain name. The City will pay all necessary fees and do all other things necessary to maintain the PBS domain name and all other URLs, IP addresses and domain names in good standing and to maintain the City as the registrant of the foregoing.
2. Supplier will, at its expense and in accordance with this Agreement, create, develop and maintain the content of the PBS website, as well as operate and maintain the PBS website. Supplier will incorporate any features or changes reasonably requested by the City, acting reasonably and with-in agreed upon budget.
3. The PBS website will include, at a minimum, all of the following elements:
 - a. User eligibility requirements;
 - b. member/User information and rate schedules;
 - c. payment and membership processing information;
 - d. method for members to update required information;
 - e. member registration including agreement and acceptance of terms;
 - f. map of network of Stations and real-time availability of Bicycles at each Station. If and when a helmet vending solution is implemented, real-time information of Helmet availability at helmet vending machines;
 - g. Informational resources indicating where Helmets will be available to the User;
 - h. crowd-sourcing map to allow website visitors to articulate Station and other preferences;
 - i. Frequently Asked Questions;
 - j. safety requirements and information (including malfunctions and crashes);
 - k. news and operational updates with social media integration;
 - l. special events notices;
 - m. links to other bicycle programs and events;
 - n. call center contact information;

- o. list of local bicycle rental shops in the vicinity;
- p. upon the request of the City, acting reasonably, recognition of the City and any other third parties that have contributed to or supported the PBS;
- q. any sponsor recognition or other elements agreed by Supplier to be included; and
- r. a dashboard or alternatively downloadable data viewable by the general public that will contain at minimum the following information:
 - i. Monthly PBS Information:
 - 1. Number of Users by membership/pass type
 - 2. Number of new members (per month)
 - 3. Number of trips per time interval
 - a. 0-30 min
 - b. 31-60 min
 - c. 61-90 min
 - d. 90 min - 24 hrs
 - e. 24 hrs +
 - 4. Percentage of trips per time interval
 - 5. Number of trips by membership/pass type
 - 6. System kilometers traveled
 - 7. Trip origin/destination by Station
 - ii. Fleet Performance:
 - 1. System wide Bicycles in service
 - 2. Number of Bicycles maintained
 - 3. Number of Bicycles damaged
 - iii. Monthly PBS utilization data:
 - 1. Trip duration
 - 2. Start time and date
 - 3. End time and date
 - 4. Start Station Name
 - 5. End Station Name
 - 6. Start Station ID
 - 7. End Station ID
 - 8. Start Station Latitude/Longitude
 - 9. End Station Latitude/Longitude
 - 10. Bike ID
 - 11. User Type
 - 12. Year of Birth
- s. link to an internet search engine to allow Users to search for local bicycle rental shops;

- t. personalized User pages (upon user access to account) which track ridership information including kilometers traveled, calories burned, and time on a bike, etc. to be located in the 'my account' segment;
 - u. a mechanism for Users to report problems and make suggestions for system improvement;
 - v. ability to collect survey information and customer satisfaction ratings; and
 - w. ability to function and display content correctly on all major web browsers and mobile devices.
- 4. The PBS mobile website will include key functionalities of the website, and will allow Users to sign up for and access their accounts, find and access a Bicycle, etc.
 - 5. Supplier will provide API to third party transit apps that are serving multiple transit modes.
 - 6. Supplier will keep all public information on the PBS website updated at least monthly.
 - 7. In the event Supplier has access to User GPS route trip data via the mobile application or other means, Supplier will make such data available to the City. This data shall be anonymous, categorized by gender and member type, and collated with corresponding trip data reported under Schedule H (Reporting and Agreement Oversight). This data will be used by the City for the purposes of conducting research, surveys or other public policy purposes, provided such uses comply with applicable Laws including privacy laws.

Compliance with applicable laws and City policies

- 8. Supplier will comply with all applicable laws (including privacy legislation), all applicable City policies (including compliance with Payment Card Industry Data Security Standard (PCI-DSS)).

SCHEDULE E IMPLEMENTATION

General Description

1. The Supplier shall prepare and submit to the City an Implementation Plan describing the Supplier's strategy and tactics for rolling out and implementing the PBS, including detailed timelines, to ensure that the PBS is successfully implemented and Commissioned in accordance with the required timeframes and deadlines in the Agreement.
2. The Implementation Plan shall be submitted within three (3) weeks following signing of this Agreement.
3. The Implementation Plan shall address implementation steps relating to the PBS Stations, Bicycles, as well as all related services, equipment and all systems necessary to implement and Commission the PBS in accordance with the terms of the Agreement.
4. Supplier is responsible, at its risk and expense, for performing all steps and activities required to implement and Commission the PBS, except where the City has express responsibilities as otherwise set forth herein.
5. The Implementation Plan shall be consistent with Supplier's proposed implementation activities as provided in response to the RFP subject to the terms of the Agreement.

Minimum Components

6. The Implementation Plan shall contain, at a minimum, the following components:
 - a. Supplier's implementation objectives and business drivers.
 - b. Milestones including completion of key stages or components within the project.
 - c. Key roles and responsibilities, including staff, responsible for each stage or component of the implementation plan.
 - d. Details of the deliverables for each stage or component.
 - e. Description of the City's roles and responsibilities for each stage or component, including any deadlines assigned.
 - f. Supplier's approach to monitor and rectify schedule and implementation issues.
 - g. Any assumptions for the Implementation Plan, with an explanation of the rationale for such assumptions.
 - h. Launch checklist covering people, processes, tools, system, facilities, supply chain and other similar requirements.
 - i. A Gantt chart outlining key steps and activities required to meet the required timeframes and deadlines in the Agreement (including, without limitation, the Core PBS System - First Launch and Core PBS System - Second Launch), including a description of those key steps and activities:
 - A. Pre-Launch Planning & Activities
 - B. Naming, Branding and Sponsorship
 - C. Equipment Purchase Order

- D. Helmet Solution
- E. Station Siting & Permitting
- F. Vehicles & Facilities
- G. Staff, Recruitment & Training
- H. Marketing & Public Outreach
- I. Development of Website & Mobile Access
- J. Customer Service & Operations
- K. Equipment & Station Set-up
- L. System Testing
- M. Launch/Commission Dates

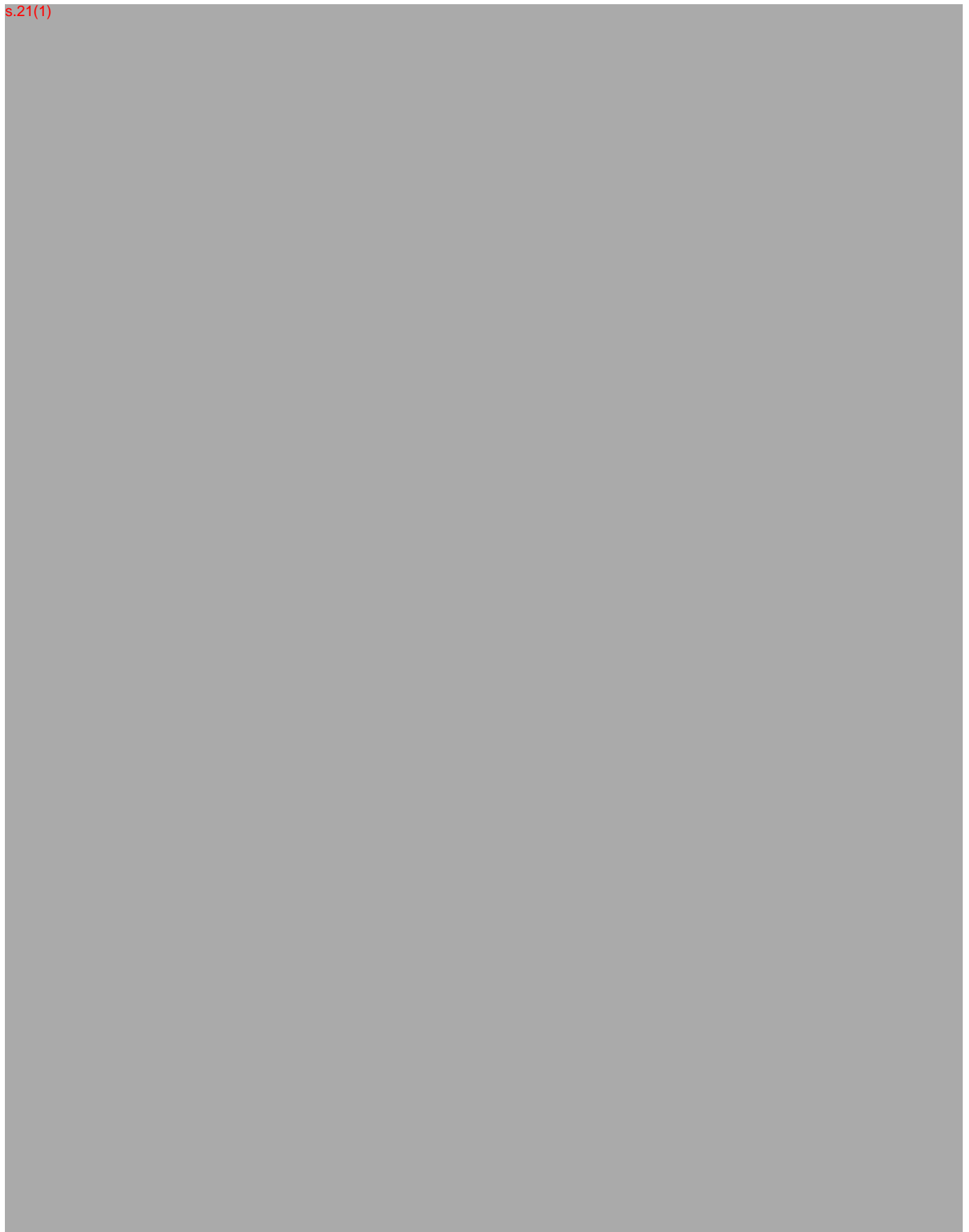
Preliminary Implementation Plan

7. Set out below is the Supplier's proposed implementation activities as provided in response to the RFP. This implementation plan will be further reviewed and may be revised, at the outset and likely throughout the implementation period, in cooperation by the City and Supplier and will include the initial timeline set out below as a target to be achieved. In respect of those tasks in the table below to be performed by the Supplier where the City plays a role (e.g. station siting and permitting), the City will perform its tasks efficiently and in a timely manner in order to enable the timely performance of the Supplier's tasks. In most cases in order for the City to perform its tasks, it is necessary for the Supplier to provide the City's required information.

s.21(1)







All above activities are responsibility of Supplier except where explicitly noted as being the responsibility of the City. Key activities outlined above requiring further explanation are included below.

A. Pre-Launch Planning & Activities

Supplier:

- Upon Agreement execution, Supplier will immediately commence the steps and activities set out in this Schedule.

B. Naming, Branding and Sponsorship

City:

- B.4. The City will participate in sponsorship kickoff meeting.

Supplier:

- B.3. Supplier will begin sponsorship acquisition upon Agreement execution to secure and finalize sponsors for the PBS.
- Supplier will provide the City with status updates every week on sponsorship progress.
- B.5. Supplier will develop system branding including naming options, logo concepts, taglines, and brand colour schemes, and will submit to the City for approval.
- B.12. Supplier will implement the sponsorship commitments on equipment, website and other assets as agreed to with sponsors.

C. Equipment Purchase Order

Supplier:

C.2. - C.4.

- Upon Agreement execution Supplier will submit a purchase order for the equipment set out in Schedule A (System Design and Equipment Specifications). Supplier will order all the equipment that comprises the Core PBS System. If there are any specific components that are at the City's option, Supplier will work diligently with the City to assist the City in choosing such options. Any equipment that is not optional shall be ordered as soon as possible after Agreement execution.
 - Supplier will provide the City with status updates every two (2) weeks as to the equipment delivery progress, following receipt of purchase order by equipment supplier.

C.5. - C.6.

- The Supplier shall be responsible for ordering tools, membership cards and all ancillary supplies to support the PBS implementation and operations. Supplier will also present City with various details or recommendations relating to the design and usage of membership cards.

D. Helmet Solution

City:

- D.1. The City will have the right to give prior approval to Helmet branding and such prior approval shall not be unreasonably withheld.

Supplier:

- D.1. Supplier will submit Helmet colour to City for approval.
- D.2. Supplier will submit a detailed Helmet Plan including supply, operations, and maintenance. The Supplier will provide the City with a sample helmet and other associated equipment.
- D.3. Once the City and Supplier have confirmed the equipment selection, Supplier will submit a purchase order(s) for the equipment set out in the Helmet Plan.
- Supplier will provide the City with status updates every two (2) weeks as to the equipment delivery progress, following receipt of purchase order(s) by equipment supplier(s).

E. Station Siting & Permitting

City:

- E.1. The City will provide to Supplier relevant siting work previously completed to support the siting process.

E.4. - E.6.

- The City will use commercially reasonable efforts to approve Station sites. The City may provide its approval of Station siting on a rolling or incremental basis upon mutual agreement by the parties.

- E.7. The City will provide to Supplier the Stylized Base Map to use for Wayfinding Elements, as per Schedule I (Customer Service).

Supplier:

- E.2. Supplier will submit the Station demand analysis, which includes the siting strategy, Station types and sizes, and Station siting criteria to the City.
- E.3. - E.6.
- Supplier will submit all the Station site plans with required documentation to the City for approval.

F. Vehicles & Facilities

City:

- F.1. The City will work with Supplier to explore storage space during launch phase until all equipment is installed on Street.

Supplier:

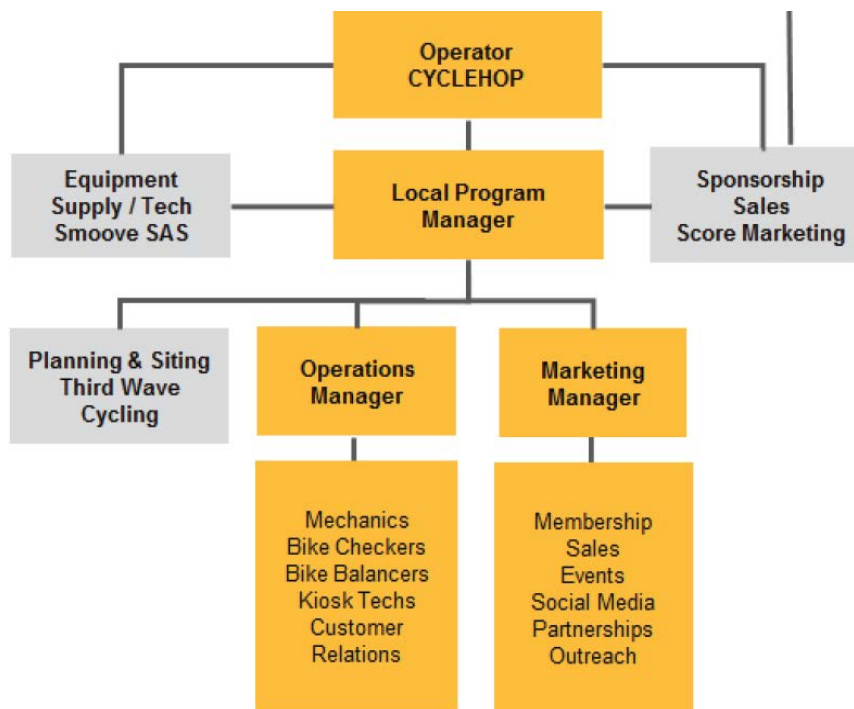
- F.3. Supplier will procure the number and type of vehicles necessary to achieve contracted levels of service including for deployment, rebalancing, station and bike maintenance, and all supporting services.
- At the time of acquisition, Supplier will research the most applicable and environmentally friendly vehicles and/or fuel options for this purpose within Supplier's allocated budget.

G. Staff, Recruitment & Training

Supplier:

- Supplier will consult the City in advance of any changes to individuals or roles/responsibilities of individuals on the Supplier team responsible for the PBS. Supplier will use commercially reasonable efforts to maintain the same team members during the Implementation Period and any changes will be with team members who have similar or more experience in their specific role/responsibility.
- The following is a list of Key Project Personnel who will be involved in the implementation (up to and including launch):
 - John Romero (COO, CycleHop) and Dave Nelson (implementation manager) to participate in weekly calls, oversee on the ground implementation, and guide a local General Manager. Josh Squire (CEO, CycleHop) to participate in weekly calls.
 - Jack Becker and Richard Campbell (Third Wave Cycling Group) and one other TWC staff member to lead the station siting, permitting, and outreach program on the ground with support from Owen Gorman and Diana Ionescu (Planning, CycleHop).
 - Garnet Nelson (Managing Director, Score Marketing) and Andrew Meraï (Director, Score Marketing) will lead sponsorship acquisition efforts locally.

- Damien Vander Heyden (Project Manager, Smoove) will send an implementation team once the equipment arrives and he will assist with installation and launch.
- G.1. Supplier will hire a General Manager and a Marketing Manager with the intent to allow these Managers to be in place for three (3) months before the Initial Launch.
- The General Manager will oversee implementation and operations upon launch, with complete implementation oversight and guidance from John Romero and Josh Squire of the Supplier. An organizational chart is provided below.
- G.2. Supplier will hire appropriate operational staff to fulfill their obligations under the contract, and will train and transfer expertise and experience to Supplier's General Manager and operational staff.



H. Marketing & Public Outreach

Supplier:

H.1. - H.5.

- As specified in Schedules K (Communications) and L (Marketing), Supplier will complete and submit to the City the Communication, Media Relations, Public Consultation, Education, Marketing, Promotion, and Membership Sales plans.
- H.9. Supplier will complete outreach to the public, businesses, and community groups as per the Communication, Marketing, Public Consultation and Education plans.

- Supplier will use events and promotions strategically to generate media coverage, social engagement and excitement around the PBS.
- Supplier will work with local influencers, City officials, celebrities and enthusiast groups to develop a highly interactive launch event to introduce the program.

I. Development of Website & Mobile Access

Supplier:

- I.2. Supplier will launch an informational and crowd-sourcing webpage to allow website visitors to articulate Station preferences.

J. Customer Service & Operations

No further details required.

K. Equipment & Station Set-up

Supplier:

- K.3. The Supplier shall be responsible for all location preparation and Station deployment.
- Supplier will run multiple installation teams as required. Deployment typically includes between three (3) and four (4) Stations per day per installation team.
 - Supplier is responsible for submitting all required paperwork and on the necessary timelines to secure all City-issued permits and approvals and any other private site permission or arrangements.
 - Permits may be required by the City for Supplier to temporarily access laneways, roadways, sidewalks, etc. to enable the placement of the Stations. All due processes and timelines must be followed by Supplier in applying for and obtaining the permits to access space for Station installation.
 - Stations will be set-up without Bicycles. They will also be turned "off" and not activated for use until the appropriate launch date.
- K.4. Supplier shall be responsible for receiving, assembling, and testing all equipment prior to deployment.
- All equipment shall be consistent with, at a minimum, the applicable specifications set forth in Schedules A (System Design and Equipment Specifications), B (Helmet Solution) and Helmet Plan.
 - Upon receipt of all equipment in Vancouver, Supplier shall perform detailed visual inspections to ensure that all equipment purchased is free of any observable Defects.
 - To the extent possible, Supplier shall assemble and test all equipment prior to acceptance.

- Supplier shall initially prepare and at all times maintain a detailed inspection report for all equipment. Supplier to provide a copy of the inspection report(s) to the City.
- After the first shipment of equipment has been received in Vancouver, Supplier will provide the City with status updates every week as to the equipment and Station set up progress.

L. System Testing

Supplier:

- L.1. Once Stations have been deployed, Supplier will perform full system testing with all equipment, Information System and all related services to make the PBS operational. Testing will be completed prior to the Core PBS System - First Launch.

M. Launch/Commission Dates

City and Supplier:

M.1. - M.2.

- The City and Supplier will work together to determine the content and format of the announcement to announce the Initial Launch and events.
- The City and Supplier will work together to determine how the Bicycles will be deployed on the Initial Launch.

City:

- M.3. The City will support the ribbon cutting event on the Initial Launch.

Supplier:

- M.3. Supplier will be responsible for planning and hosting the launch events together with the City.

M.4. - M.5.

- Supplier will ensure the Bicycles are deployed in a safe and timely manner.

SCHEDULE F STATION SITING

Definitions

"Street" includes public road, highway, bridge, viaduct, lane and sidewalk, and any other way normally open to the use of the public, but does not include a private right-of-way on private property.

"Roadway" means that portion of a street improved, designed or intended for vehicular use.

"Pedestrian" means a person on foot or in a wheelchair, whether motorized or not.

General Requirements

1. Supplier will locate Stations to optimize system utilization and maximize ridership.
2. To the extent practicable, Supplier will locate Stations so as to avoid impeding Pedestrians and transit users and to mitigate adverse impact on Pedestrian movement on public rights of way. Where practical, Stations should be visible from all rapid transit station entrances, express bus (B-Line) stops, and other transportation hubs. Stations should be located near libraries and community centers; destination parks and attractions such as Stanley Park and Granville Island; large sporting, performance, and event venues; and major educational institutions.
3. In order to achieve the priorities set forth in section 1 above, Supplier will locate Stations near the Street, on City-owned land, land owned by other public agencies or institutions, or on private property. No more than sixty percent (60%) of Stations shall be located on City Street.
4. Supplier will locate Stations so as to form a contiguous network, making it easy to access and drop off bikes. Stations will be located at a high density in the downtown area and expand into nearby neighborhoods and corridors that are convenient to employment centres, commercial and retail activity, major institutions, schools, tourist attractions, and existing transit hubs.
5. When feasible, and if determined to accomplish the priorities set forth in section 1 above, Station locations are to be placed in high visibility off-Roadway locations (e.g. plazas, sidewalks with enough Pedestrian clearance, etc.).
6. Supplier will be responsible to coordinate deployment on public and private land (when necessary) and shall be responsible for obtaining private space commitments and securing all required permits and leases according to the processes identified by each agency, institution, private landowner and/or the City.
7. Supplier is responsible for obtaining and paying for all usual and legally required permits, fees, and approvals for the temporary use of City Streets and sidewalks (as

per Appendix F-1) during any work relating to installing, removing, re-locating, adjusting, maintaining, repairing, and use of any equipment including:

- a. Temporary Special Zone permit:
 - Permit reserves parking spaces (both metered and non-metered) to be closed to the public for construction or service work. This same permit is needed for temporary parking restrictions related to temporary lane or street closures.
- b. Street Use permit:
 - This temporary permit is required at locations where the Supplier will complete construction alterations to the Street (e.g. installing concrete pad in a grass boulevard). Permit consists of a damage deposit and inspection fee for the work. The City will waive the damage deposit; however the inspection fee will be charged and the amount will vary based on the construction work proposed.
- c. Traffic control requirements:
 - Depending on location, traffic control including a traffic management plan may be required to facilitate work relating to installing, removing, re-locating, adjusting, maintaining, or repair of equipment to comply with Ministry of Transportation and Infrastructure standards, meet WorkSafeBC requirements and follow City processes. Supplier is responsible for all costs associated with traffic control.

Station Placement Requirements

8. Considerations

The following are considerations to be taken into account in performing station siting:

- a. Placed in locations that maximize the safety for cyclists, Pedestrians, and motorists;
 - b. Near existing bicycle infrastructure and on Streets that are safe for cyclists;
 - c. At popular destinations where people work, study, shop, dine, and play, and would generate multiple users per day to maximize ridership;
 - d. Adjacent or near transit hubs;
 - e. Minor arterials with slower traffic speeds;
 - f. Variety of land uses nearby; and
 - g. Locate Stations at Intersections to increase exposure and catchment area, and should have 360-degree catchment area not limited by barriers.
9. Stations will be spaced no greater than 300 metres apart to serve 150 metre radius catchment areas, with a minimum Station density of 10 Stations per square kilometre. The Parties agree and acknowledge that there will be occasions in which Stations will be placed outside the PBS Service Area and, in such instances, the City may waive this proximity requirement.
10. Stations may be located:
- a. within the Roadway where parking and stopping would otherwise be permitted at all times.

11. Stations, including the equipment footprint and maneuvering space, must not be located:

- a. within the Pedestrian travel zone of a sidewalk. Generally, this will be a minimum of 2.5 metres (8 feet) width in most commercial areas, and up to 3.7 metres (12 feet) or more in areas of high Pedestrian volumes such as near intersections;
- b. such that they would block exits from buildings, access to Fire Department connections, City sewers, City water works, gas valves or other utility access;
- c. within the Roadway where parking or stopping is prohibited, as defined by the BC Motor Vehicle Act, the City of Vancouver Street and Traffic By-Law (<http://former.vancouver.ca/bylaws/2849c.pdf>) and other governing regulations; and
- d. within 50 metres of an existing private business providing bicycle rental services with the exception of bike shops that specifically request permission to waive this requirement.

12. Station Siting Process

Supplier:

- a. Supplier pays for use of City owned land (i.e. Roadways, sidewalks, plazas, civic facilities, parks, etc.) and lost meter revenue up to \$400,000 annually payable as per Schedule T (Price and Payment). The cost is calculated based on the parameters set forth in Appendix F-1. Supplier to submit calculations for each Station as part of payment documentation.
- b. Supplier is responsible for arranging lease or sponsorship agreements on privately owned lands with property manager/owner.
- c. Supplier pays for all Station site preparation (e.g. installing concrete pads, relocating street furniture, etc.) and any auxiliary Station requirements (e.g. impact recovery bollards, delineators, pavement markings, etc.) that are not noted below as the City's responsibility.
- d. Supplier pays the fees set forth in the attached fee schedule (Appendix F-1) reflecting any such fees that are chargeable by the City to amend any existing land-use zoning in respect of a proposed Station site.

City:

- a. Each new City Site added will automatically be governed by Schedule R (City Sites Licence) upon completion of siting process. The list contained within the City Sites Licence and permit documentation will be updated accordingly.
- b. The General Manager of the Park Board must approve all Stations located on land governed by the Board of Parks and Recreation and the City will assist Supplier in procuring such approval.

Station Siting Process

13. Process for Station Locations

Supplier is responsible for and will follow the process outlined below for locating Stations:

- a. Complete a demand analysis with feedback from the City;
- b. Identify suitable locations;
- c. Get public input and review suggestions;
- d. Narrow down to most suitable locations for overall network;
- e. Follow station siting principles and engineering guidelines;
- f. Conduct field visits to document site conditions with photos, measurements, and other relevant information;
- g. Conduct safety review;
- h. Prepare siting documentation including a station plan for each Station to be reviewed by the City. Note that as a WorkSafeBC requirement, Stations located on-Roadways (i.e. travel and parking lanes) requires Supplier to provide drawings sealed by an Association of Professional Engineers and Geoscientists of British Columbia;
- i. Submit permit applications to the City;
- j. Obtain all permits and permissions necessary to place a Station at each site from the City;
- k. Prepare traffic control plans and obtain necessary approvals/permits (including Street Use and Temporary Special Zone permits as noted in Section 7) required to work on City Roadways and sidewalks;
- l. Announce Station locations to the public by posting a notice in the area immediately adjacent to the proposed Station location;
- m. Prepare locations for installation and coordinate with the City on work that must be completed by City forces at Supplier's expense. Such preparation may, but will not necessarily include, relocating street fixtures, removing parking spaces, and pouring or removing concrete if necessary;
- n. Install Stations; and
- o. Update network maps, website, etc.

14. Station Adjustment, Relocation/Removal and Deactivation (temporary or permanent)

- a. City is not obligated to approve any Supplier requested Change which would result in Supplier not complying with the terms of this Schedule F, Performance Levels, or other City initiatives.
- b. Supplier conducts all necessary planning work and outreach to implement Changes.
- c. The City may request the following Station changes ("Changes"):
 - i. Removal of a Station;
 - ii. Relocation of a Station;
 - iii. Deactivation of a Station (disabling a station, rental of bikes and/or return of bikes); and
 - iv. Station adjustment (e.g. adjusting size, shifting the Station).

The City acknowledges that Station Changes may impact Supplier's available resources and may impact the Performance Levels on the date of Change. In such an event the City will consider waiving Performance Non-Compliance Points as a result of Station Changes.

The City and Supplier will attempt to schedule major Station Changes to off-Peak Hours.

- d. if Supplier wishes to Change a Station, it may do so at Supplier's expense provided Supplier consults with the City in advance and gives the City reasons.
- e. if the City request that Supplier Change a Station during the first six (6) months after Core PBS System - Second Launch, Supplier will do so at Supplier's expense provided the City gives Supplier reasons for removal or relocation. There is no limit on the number of such requests that the City may make during this time.
- f. if the City requests that Supplier Change a Station after the first six (6) months after the Core PBS System - Second Launch, Supplier will do so at Supplier's expense up to a maximum of ten (10) Station removals or relocations requested by the City within any twelve (12) month period (beyond which the City will have to pay and bear the cost of removal or relocation as per Appendix F-2) provided the City gives Supplier reasons for removal or relocation.
- g. if a party other than the City or Supplier requests that Supplier Change a Station, Supplier will do so provided such other party pays for the cost of the Change as per Appendix F-2 and it is only temporary.
- h. if the City requests that Supplier Change a Station for any reason that relates to routine City temporary work as a regulatory body, it will be at Supplier's expense and there will be no limit to the number of times the City may request.
- i. if the City requests that Supplier Change a Station, Supplier will do so at Supplier's expense within seven (7) days of receiving the request. The City may request that it be Changed sooner (acting reasonably).
- j. in the event of an emergency or a matter of public safety, Supplier will move a Station within four (4) hours of receiving a request from the City at its expense. There is no limit on the number of such requests the City may make during the Term. If Supplier is unable to move the Station within four (4) hours, or it is not safe for Supplier to move the Station, and/or emergency crews require access to the space occupied by a Station in less than four (4) hours, City crews or other emergency workers will move the Station at Supplier's risk and expense. During this move, the City or its emergency service providers will not be held liable for any damage to the Station, Bicycles or other equipment.
- k. the City may request that Supplier temporarily Change a Station for special events or similar purposes, and Supplier will do so at its expense. There is no

limit on the number of such requests that the City may make during the Term. Supplier may remove Bicycles but keep the Station in-place unless it is absolutely necessary to remove the Station.

- I. where Supplier is required to make a Station Change and does not do so in accordance with the terms of this section 14, the City may make the Change at Supplier's expense without any liability.

15. Process for Station Adjustments

Supplier will follow the process outlined below for Station Changes, either temporarily or permanently, of existing Station locations:

- a. Consult with City on proposed Station Changes
- b. For New Locations:
 - i. Identify new locations and follow Process for Station locations
- c. For Station adjustment:
 - i. Prepare siting documentation including a Station plan for each Station to be reviewed by the City;
 - ii. Apply for and obtain required permits and permissions to adjust Stations;
 - iii. Prepare traffic control plan and obtain necessary approvals/permits (including Street Use and Temporary Special Zone permits as noted in Appendix F-1) for Station adjustment;
 - iv. Schedule Station adjustment;
 - v. Announce location adjustment;
 - vi. Update network maps, website, etc.;
 - vii. Make adjustment; and
 - viii. Evaluate adjustment.

To the extent that the above processes add or remove Stations included in Schedule R (City Sites Licence), the list of City Sites contained within and associated permit documentation will be updated accordingly.

Appendix F-1 City Costs for Station Siting

For the purpose of calculating the cost to use City Street and land for Stations, the following parameters shall be used.

1. On-Roadway locations

a. Metered spaces

The annual cost of each metered space is 3200 times the existing hourly meter rate per space. Hourly meter rates are established by the City's Parking Meter By-law No. 2952 (<http://former.vancouver.ca/bylaws/2952c.pdf>). Note that for any given metered space, the full annual cost shall be assumed even if only a portion of the metered space is occupied by the Station.

b. Non-metered spaces

The annual cost is \$213 per lineal metre of curb. This rate applies to typical non-metered parking, parallel to the curb.

2. Off-Roadway locations (e.g. sidewalk, plaza, etc.)

The annual cost is \$250 per square metre for the Station including the equipment footprint and maneuvering space.

3. Zoned lands

a. City owned zoned land

Apply the Off-Roadway location (e.g. sidewalk, plaza, etc.) rate.

b. Privately owned land

Not applicable. Cost to be negotiated between Supplier and landowner.

4. In addition to the costs outlined above, other fees that will/may be incurred by the Supplier include but are not limited to:

a. Business License

Supplier will pay the annual fee as per the License By-law No. 4450 (<http://former.vancouver.ca/bylaws/4450c.pdf>).

b. Development Application for a Minor Amendment

Supplier will pay the fee as per the City's Planning & Development and Community Services Schedule of Fees for Permits (<http://vancouver.ca/files/cov/csq-fees-2013.pdf>), Section 11 Minor Amendments to amend the approved use on a zoned property.

c. Street Use Permit

Supplier will pay the fees as set forth in the City's Encroachment By-law No. 4243 (<http://former.vancouver.ca/bylaws/4243c.pdf>).

d. Temporary Special Zone Permit

Supplier will pay the fees as set forth in the City's Street and Traffic By-law No. 2849 (<http://former.vancouver.ca/bylaws/2849c.pdf>).

e. Signage, Parking Meters, Street Furniture and other Street Elements

Stations may impact existing signage, parking meters, street furniture, and other street elements. The Supplier is responsible for the cost to remove and/or relocate these items.

Appendix F-2
Fee Schedule for Station Changes

1. Install or removal of a Station is \$1,500.
2. There is no fee to deactivate a Station to prevent rentals or return of Bicycles. This includes removal of Bicycles as part of deactivating the Station and replenishing with Bicycles when the Station is re-activated.
3. For Station Changes, the fee is the lesser amount between (1) and (2). Fee per Station adjustment:
 - a. \$250 per dock base plate installed or removed;
 - b. \$500 per Terminal (includes the dock base plate that the Terminal is mounted on) installed or removed;
 - c. \$250 per sign (includes the dock base plate that the sign is mounted on) installed or removed;
 - d. \$150 per stand-alone (i.e. not attached to Station equipment) Relay Box installed or removed.

SCHEDULE G OPERATIONS

General

1. Supplier will be responsible for complying with all applicable Laws and will be liable for all usual and legally required street use fees and other fees associated with the permitting, licensing, installation and use of the equipment as well as applicable Taxes and fees.
2. Supplier will be responsible for obtaining and maintaining current any applicable licenses or permits, as required for the operations contemplated in this Agreement including, but not limited to, any occupational licenses required by Law for the performance of the Supply.
3. Supplier will make staff reasonably available, whenever and to the extent reasonably required by the City, to represent Supplier and to assist the City during any informal or formal public review processes, including presentations to community organizations or any public hearings regarding the PBS.
4. In connection with the installation, operation, maintenance, and removal or re-location of any and all equipment, Supplier will avoid impeding Pedestrians and transit users, will mitigate adverse impact on Pedestrian movement on public rights of way, and will not damage or injure any other property or persons including without limitation and by way of example only, designated City landmarks, structures or pavement, including distinctive pavement, without the City's prior approval.
5. Supplier is liable for any damage to City streets and property caused by Supplier as a result of PBS maintenance or Station installation or removal. If there is damage, the City will request that the Supplier make the repair itself or in the event that Supplier fails to do so within fifteen (15) days of notice, Supplier shall reimburse the City for the actual cost of completing the repair plus 15% administration fee.
6. Supplier will comply with all applicable Laws to ensure public safety and will use best efforts to prevent accidents at the Sites during Station installation and operation including, if necessary, the placing and maintenance of proper guards, fences, barricades, security personnel and bollards at the curb and suitable and sufficient lighting.
7. Supplier will provide, install, and maintain appropriate traffic markings and devices as may be reasonably requested by the City for on-Roadway locations.

System Information

8. Supplier will, within five (5) days of performing an update or change to the Station Sites, provide the City with an updated list and map of Station Sites.

PBS Rates and User Terms

9. It is Supplier's responsibility to set the fees charged for use of the PBS provided Supplier complies with the following:
 - a. any changes to the fees will only take effect after Supplier has consulted the City in advance;
 - b. fees will be set to maximize usage of the PBS while maximizing PBS revenue;
 - c. fees will not be set to undercut similar product offered by local bicycle rental companies to the visitor market;
 - d. fees will be competitive with other North American bike share programs;
 - e. prior to any user fees being in effect, Supplier shall consult the City.
10. Supplier will at all times post on all Stations and on Supplier's website a complete and up-to-date fee description that sets forth each and every current membership and usage fee offered by Supplier, the methods of purchasing memberships and paying fees, available discounts on such fees, the applicability and terms of such discounts and, to the extent applicable, how to apply for or qualify for such discounts, all fees associated with damaged, lost, stolen or otherwise unreturned Bicycles and Helmets, and all other applicable legal terms and conditions. Supplier will furnish written copies of such material to the public upon request.
11. All required Taxes with respect to membership and usage fees will be collected and remitted by Supplier to appropriate Competent Authorities, as required by applicable Laws.
12. The City and Supplier may mutually agree to make modifications to the PBS, on terms and conditions agreed by both Parties, to allow PBS users to use the TransLink Compass Card or any other regional public transportation fare card.
13. Supplier and the City will agree on an appropriate limited number of complimentary memberships for key PBS stakeholders and such number of complimentary memberships shall not exceed twenty-five (25) memberships per year.
14. The City will encourage and incentivise its employees to purchase memberships in, and frequently ride, the PBS. Such incentives by the City shall be consistent with those efforts undertaken to encourage other public transit and wellness programs offered by the City.
15. Supplier will operate the PBS 24 hours per day, 7 days per week during the term of this Agreement, except as otherwise set forth in this Agreement.

16. The Parties hereby affirm that it is a priority to make the PBS accessible to low income and underprivileged riders and the Parties shall jointly cooperate in designing programs and initiatives to give these underserved communities affordable access to the PBS.
17. Supplier will provide the ability to allow any one User to rent multiple Bicycles simultaneously based on membership or pass types.

Bicycle Rental and Retail Shops

18. The City and Supplier acknowledge that the PBS serves to achieve certain City public policy goals and is not intended to compete with bicycle rental and retail shops in the vicinity of the PBS Service Area. The City and Supplier further acknowledge that it is possible for the PBS to achieve the City's goals, be financially sustainable and profitable and still promote the best interests of bicycle rental and retail shops in the vicinity of the PBS Area. In order to help achieve these objectives, Supplier will:
 - a. build positive relationships with bicycle rental and retail shops in the vicinity of the PBS;
 - b. not install or relocate a Station within fifty (50) metres of a bicycle rental shop (recognizing, however, that it has no obligation to but may, at its option move an existing Station if a new bicycle rental shop opens for business within fifty (50) metres of such Station after such Station was installed) unless the bicycle rental shop waives this restriction;
 - c. at every Station as well as on the PBS website and the PBS mobile application, include clear and user-friendly information that informs the public of bicycle rental shops in the PBS area;
 - d. encourage users to rent equipment properly designed for children from bike rental shops;
 - e. fees will not be set to undercut similar product offered by local bicycle rental companies to the visitor market.
19. From time to time, the City will be entitled to, through Supplier and with Supplier's and PBS users' prior consent, communicate with all or some PBS users by e-mail for the purposes of conducting research, surveys or other public policy purposes, provided such communications comply with applicable Laws including privacy laws.

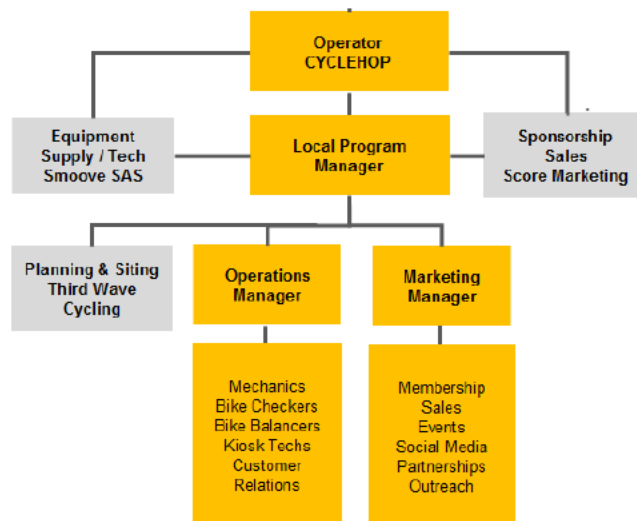
Employment Outreach

20. Supplier will use reasonable efforts, at its own cost and expense, to conduct outreach for employment purposes to residents of the City for the opportunities to be created by the construction, installation, operation,

- management, administration, marketing and maintenance of the PBS. Such recruitment activities will include provisions for the posting of employment and training opportunities at appropriate local agencies responsible for encouraging employment of City residents.
21. The City may recommend key local non-profit organizations with which Supplier may partner to deliver services relating to the maintenance and servicing of the Bicycles and Stations.
 22. Supplier will work with the City to identify and create a plan for employment opportunities for people with barriers to employment.

Operating Policies and Procedures

23. Staffing Plan



Key Project Personnel

Cyclehop Corporate: Josh Squire, Michael Lawrence, John Romero and/or Dave Nelson

Cyclehop Local: to be added once hired

Smoove: Laurent Mercat, Damien Vander Heyden

Third Wave Cycling: Jack Becker, Richard Campbell

Score Marketing Inc.: Garnet Nelson, Andrew Merai

Staffing Plan

The staffing plan below contemplates Launch phases and also provides expected staffing in the event of system expansion.

Position / # of Bikes	1000	1500	1750	2000	2250	2500
General Manager	1	1	1	1	1	1
Marketing Manager	1	1	1	1	1	1
Marketing Associates	2	2	2	2	2	2
Office Manager	1	1	1	1	1	1
Operations Manager	1	1	1	1	1	1
Bicycle Shop Mechanics	4	5	5	6	6	7
Field Technicians	6	8	9	11	13	15
Station Balancers	6	8	9	11	13	15
Total Local Staff	22	27	29	34	38	43

Customer service / call center: PBS will utilize Supplier's existing call center on the East Coast and will establish another call center on the West Coast prior to launch.

PBS will receive administrative support from Supplier's corporate team.

Supplier may adjust staff as necessary to meet demand and seasonality high/low periods.

The following is a sample staffing schedule for a 1,000 bike system.

Sample Schedule Per 1,000 Bikes		General Manager	Marketing Outreach	Customer Service	Bike Mechanics	Bike Checkers Balancers
Start	End				Level 2 & 3	Level 1
Weekday	6:00	14:00		1		2
	8:30	18:30	1	1	2	
	8:30	17:30		1		
	14:00	22:00		1		2
	22:00	6:00			1	
Weekend	8:00	16:00		1		2
	10:00	18:00		2		
	16:00	Midnight		1		2
	Midnight	8:00			1	
Total Shifts/Week		5	7	19	17	28
Required FT Staff		1	2	4	4	6

24. Warehouse and Facilities

Maintenance facilities will include multiple bike repair stations, office space, distribution, vehicle parking, loading and access, and bicycle and replacement parts storage. Facility requirements: 5,000 ft² of indoor space and 2,500 ft² of outdoor space. During the pre-launch phase, the City will work with the Supplier to explore indoor and outdoor facilities for Supplier to use as a warehouse, office space and storage, exclusively for use by the PBS.

25. Vehicles and Operational Equipment

Vehicles / # Bikes	500	1000	1500	1750	2000	2250	2500
E-bikes for Field Tech's	1	2	3	4	4	5	5
Balancing Vehicles	2	4	6	7	8	9	10
Installation Truck	1	1	1	1	1	1	1
Total Local Staff	4	7	10	12	13	15	16

Supplier to adjust vehicle resources to meet demand and seasonality high/low periods.

26. Overview of Operations/ Maintenance Tasks

			Frequency of Task (indicate with ✓)					
	Task	Responsibility	Semi-Annual	Monthly	Weekly	Bi-Weekly	Daily	As Needed
1.	Minor Adjustments & Repairs	Field Mechanics					✓	
2.	Detailed Maintenance Tune-up / Checklist	Field Mechanics		✓				
3.	Bicycle Cleaning	Field Mechanics					✓	
4.	Station Cleaning	Field Mechanics					✓	
5.	Station and Bicycle Inspections	Field Supervisors					✓	
6.	Major Bicycle Maintenance	Shop Mechanics						✓
7.	Replacement of Bicycles	Fleet Manager						✓
8.	Scheduled and Preventative Bicycle Maintenance	Shop Mechanics	✓					
9.	Software Upgrades and Terminal Management	IT Department						✓

27. If, at any time, Supplier intends to temporarily interrupt all or a portion of the service, for a period longer than four (4) hours during Peak Hours, then Supplier shall notify the City Engineer via email at least twenty-four (24) hours before the interruption of service and specifically describe the reason, proposed duration, Supplier's proposed actions to correct the cause of the interruption (if possible), minimize the interruption, and Supplier's plans to resume service. Supplier promptly shall notify the subscribers of the cause and expected duration of the proposed interruption of service by posting notice on the website, via email, and smartphone app.
28. Supplier shall timely remove snow from all Stations in accordance with the City By-law.
29. Supplier will operate and maintain the PBS in accordance with standard operations and maintenance procedures ("**Standard Operating Procedures**" or "**SOP**"), which are to be developed by the Supplier as per below, and submitted to the City as per Schedule E (Implementation). The SOP must document how the Supplier will conduct day-to-day and special operations and maintain the equipment on a continuous basis. The SOP can be modified at any time by the Supplier, with changes subject to notice to the City.
30. The SOP shall include the following components:
 - a. Inspection, Cleaning, and Maintenance of Equipment;
 - b. Bicycle Redistribution;
 - c. Station Resizing and Relocation;
 - d. Helmet Operations;
 - e. Customer/ Member Service and Policy;
 - f. Replacement, Upgrade and Warranty Procedures;
 - g. Special Event, Inclement Weather, and Emergency Procedures;
 - h. Technical Issue Response and Issue Tracking;
 - i. Procedures for Reclaiming Lost or Stolen Bicycles; and
 - j. Any other issues identified by the Supplier or City.
31. The following procedures must be included in the SOP:

- a. On-Street Equipment Maintenance

Ongoing maintenance:

This occurs daily on-site and includes minor adjustments, repairs, check-ups and cleaning.

The following is a list of functions that may be but are not required to be performed onsite:

- Minor adjustments
- Tightening screws and parts
- Clean bikes

- Inflate tires and fix flats
- Adjust brakes and gears
- Remove graffiti
- Fix lights and reflectors
- Adjustment and replacement of saddles
- Replace stickers
- Replace brake levers
- Adjust baskets

b. In-Shop Equipment Maintenance

Preventive maintenance:

This occurs per schedule, based on mileage, at Supplier's maintenance facilities, and is equivalent to a bike tune-up. Frequency: 30 to 60 days.

Bicycle refreshment and equipment renewal:

This occurs in the slow season over the winter at Supplier's maintenance facilities and is equivalent to a bike overhaul and decal refresh on the Bicycles and the Stations. Frequency: Once per year.

c. Station and Bicycle Cleaning

Stations will be visited on a daily basis to remove trash and debris in and around the Station and from the Bicycle baskets. Maintenance staff will be responsible for trash removal and clean-up at on- and off-Roadway locations to the agreed upon Performance Level. Supplier will coordinate with the City's snow plow and street cleaning vehicles to alert them of Station locations.

d. Bicycle Redistribution

- Multiple reallocation protocols to develop an efficient, streamlined, rebalancing effort.
- Redistribution of Bicycles throughout the day as needed. Ability to customize rebalancing thresholds on a per Station basis.
- Supplier will implement strategies to incentivize PBS Users to assist with Bicycle redistribution.

Supplier will divide the PBS Service Area into service zones and assign the appropriate number of Field Technicians, Station Balancers, and vehicles.

Pre-launch: Supplier will develop Vancouver specific bicycle redistribution protocols based on anticipated patterns of use and permitted locations.

Post-Launch: Supplier will adjust bicycle redistribution protocols based on patterns of use, Station popularity, and overall system behaviour.

e. Customer/Member Service and Policy

The customer service function will be staffed twenty-four (24) hours a day, seven (7) days a week. Service will be provided through a toll free number, email, website, and social media.

Supplier will operate two customer service centers to service PBS, one on the East Coast and another on the West Coast. This will allow for customer service twenty-four (24) hours a day, seven (7) days a week. Memberships will be issued locally in Vancouver. The customer service center will respond to calls, emails, and social media service requests.

The customer service center will utilize customized software to open/close service tickets, document issues and to communicate with customers. A knowledge base will be created to quickly respond and solve customer issues. Customer service staff will have the ability to dispatch and communicate with local operations team instantly.

User terms and conditions of use as well as privacy policy will be developed prior to membership sales start day and to be displayed on website, Terminal, app and part of signup process.

f. Inclement Weather Procedures

In case of extreme weather or natural phenomenon, a system shutdown will occur for the safety of users. A partial shutdown is also available on a per Bicycle or per Station basis.

A shutdown of one Station or all Stations is permitted in the event of a weather emergency. In the event of a weather shutdown, the procedure shall include the following:

- announcement of shutdown to media;
- communication of shutdown on PBS website and app, social media, and email to members;
- notification to the City PBS Manager and 3-1-1 system allocation of resources such as trucks and staff for removal of Bicycles and solar panels from Stations if time permits; and
- storage of equipment in a safe facility.

g. Special Event Procedures

During special events Supplier can create bike collection and distribution centres near the event.

Supplier will develop a plan to accommodate special events. Supplier will also meet with the special event management team to develop a plan to accommodate spectators and encourage use of PBS to get to and from the event.

Some events to be funded by Supplier with marketing budget, other events may require external funding sources.

h. Issue Response, Tracking and Resolution

Bicycles actively communicate mechanical problems or potential theft. The Supplier is made aware of discrepancies between the Bicycles' lock state and location data via admin portal alert.

System sends the Supplier alerts when Stations are "almost full" or "need bikes" at pre-determined percentage levels based accordingly to the hub location, time of day, season and previous patterns.

The central system is aware of each Bicycle's departure. When a rental exceeds the maximum time threshold, the system creates an alert for the rental and the maintenance team follows recovery protocol that includes contact with the last registered user and location tracking. If the Bicycle is returned to a Station, the alert is cancelled by the system. If the Bicycle cannot be recovered, lost bike protocol is followed.

In the event that a Station will be out of service due to technical issues for a period of time longer than one (1) calendar day, Supplier shall notify City of expected outage.

i. Media Policy

Supplier will provide a Media Policy as part of the Implementation Schedule set forth in Schedule E (Implementation).

j. Health and Safety

Supplier will provide a Health and Safety Policy as part of the Implementation Schedule set forth in Schedule E (Implementation).

SCHEDULE H REPORTING AND AGREEMENT OVERSIGHT

Reporting

1. Supplier shall submit such reports, financial statements and documents to the City as required by this Schedule H, in the format, and at the times, specified herein.
2. All anonymous user data generated by the PBS, excluding technical or proprietary data such as technical specifications of the equipment, that is recorded and maintained by Supplier, will be provided to the City in the format and at the times set out in this Schedule H or as otherwise reasonably requested by the City Engineer, provided that such information transfer is not otherwise prohibited by any applicable Laws.
3. Supplier will meet with the City at the agreed times and frequency as set out in this Schedule H or as may be reasonably requested by the City.
4. The City will have the right at all times to oversee and inspect periodically, to obtain information about and to discuss with Supplier, the installation, operation, and maintenance of the PBS. Supplier will establish and maintain managerial, financial and operational records, standards, procedures and controls to enable Supplier to demonstrate, in reasonable detail, to the satisfaction of the City at all times throughout the Term, that Supplier is in compliance with this Agreement. Supplier will retain such records within Vancouver for not less than six (6) years following the expiration or termination of this Agreement.

Financial Reporting

5. Supplier shall prepare monthly internal financial statements including a reasonable level of detail and disclosure of related party transactions, and provide copies of such financial statements to the City within 30 days of the conclusion of each quarter.
6. Supplier shall have annual financial statements prepared for Supplier in accordance with GAAP supported with an unqualified audit opinion by a national accounting firm, or other licensed firm acceptable to the City. Supplier shall provide the City with a copy of such statements and a supporting reconciliation to the internal financial statements within 90 days following year-end.
7. The City acknowledges that the financial statements that will be supplied to the City are being supplied in strict confidence. In respect of these financial statements, the City will comply with the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia) (including sections 21, 23 and 24) as it may be amended or superseded.

Agreement Oversight

8. Supplier will establish and maintain an administrative office, with at least one staff present during regular office hours, in the City of Vancouver throughout the term of this Agreement.

9. In the event the City has a good faith reason to believe that Supplier's fiscal condition may be such that it may become unable to comply with its obligations under this Agreement (or any Subcontractor or ancillary agreement), Supplier will submit to the City, within 5 Business Days of the City's request, all financial statements as are required to be maintained by Supplier under this Agreement. All such financial statements will be accurate and complete in all material respects. In the event the City reviews such financial statements and determines in its reasonable discretion that Supplier's fiscal condition may be such that it may become unable to comply with its obligations under this Agreement or any other agreement, the City may require Supplier, to submit, and obtain the City's approval of, a plan setting forth the steps that Supplier, will take to continue to be able to comply with this Agreement and such other agreements.
10. Upon the written request of the City, Supplier will promptly submit to the City any required information that is reasonably related to Supplier's obligations under this Agreement or any other ancillary agreement or its business and operations relating to the PBS; provided always that any such information which is not permitted to be disclosed pursuant to any applicable Laws is not required to be disclosed. Such information or report will be accurate and complete in all material respects.
11. Throughout the term of this Agreement, Supplier will maintain complete and accurate books of account and records of the business, ownership, and operations of Supplier with respect to the PBS and in a manner that allows the City to determine whether Supplier is in compliance with the Agreement and the ancillary agreements. Should the City reasonably determine and give notice that the records are not being maintained in such a manner, Supplier will alter the manner in which the books and/or records are maintained, so that they come into compliance with this Section.
12. All financial books and records shall be maintained in accordance with GAAP. The City Engineer and the City's Director of Finance will have the right upon written demand with reasonable notice to Supplier under the circumstances, to inspect, examine or audit during regular business hours all documents, records or other information which pertain to Supplier, or are related to Supplier's obligations under this Agreement or any ancillary agreement. All such documents will be made available at Supplier's local office within the City of Vancouver. All such documents will be retained in the City of Vancouver by Supplier for a minimum of six (6) years following the expiration or termination of this Agreement.

Reporting and Meeting Requirements

13. Inventory Reporting

- a. Following the Launch Date, the City may, at its option, request that Supplier provide it with a full inventory of all equipment, including types and numbers (per item), dates of lease or purchase, and initial condition (established as of the date of inventory).
- b. Supplier is also responsible for providing up-to-date records of all equipment. Where possible, equipment will be tracked by serial number, and Supplier will keep a comprehensive inventory, including identifying the location of each piece of equipment, with the exception of Helmets.

14. Must Report All Unusual Events/Emergencies/Notices Of Default

- a. Supplier shall notify the City Engineer via email or telephone within 24 hours of its awareness of any Bicycles stolen or large scale targeted vandalism.
- b. Supplier will immediately report all emergencies and unavoidable delays pursuant to section 12.1 of the Agreement.
- c. In the event that Supplier receives either a notice of default or a notice of non-compliance from an equipment supplier, a Sponsor, or any other party to a Material Contract, it will notify the City and supply a copy of the notice within five (5) days of receipt or earlier depending on the applicable response period set out in such notice in order to give the City a reasonable period of time to respond to Supplier or such notice.

15. Regularly Scheduled and Required Reports

Supplier will be required to report information on a regular basis, as delineated below:

a. Monthly Reports

Upon the Commissioning of the PBS - First Launch, and on a monthly basis thereafter, by the 15th of the following month, Supplier shall provide final reports including the following:

i. Customer Service

1. Number of calls received per day
2. Number of calls answered by customer service representatives per day
3. Number of calls dropped per day
4. Percent of dropped calls per day
5. Average call wait time
6. Percent of calls answered by customer service representative within 30 seconds
7. Average time of call for the month and YTD
8. First call resolution percentage for the month and YTD
9. Number of voicemails left
10. Call type statistics
11. Number of emails received per day

ii. Performance Levels

1. Performance relative to Performance Levels included in Schedule J (Performance Levels)

iii. Membership

1. Year to Date (YTD) count of active registered members by type at the end of the reporting month
2. YTD count of unique casual memberships initiated at the end of the reporting month
3. Number of new members by type who signed up during the reporting month, by week/month

4. Number of cancellations and/or expirations of registered members by type during the reporting month
 5. Summary of age of members broken down by gender and member type
- iv. Ridership
1. Trips per day by member type
 2. Trips per bike per day
 3. Total trips per month and YTD per member type
 4. Average number of trips per day of week and hour of the day for weekdays and weekends during the reporting month
 5. Average duration of trips by member type
 6. Total trips lasting more than thirty (30) minutes or the free period included in membership passes
 7. Total revenue generated from trips lasting more than thirty (30) minutes or the free period included in membership passes
 8. Average and total distance of trips as recorded by Smoove Box by member type
 9. Distribution of trip origin and destination by station
- v. Helmet Operations
1. Number of Helmets removed from circulation (damage, theft, etc.) per week
 2. Number of Helmets cleaned, sanitized and inspected per week
 3. Number of helmet liners distributed per week
- vi. Rebalancing Operations
1. Number of Bicycles rebalanced per day
 2. Number of Bicycles deployed per day
 3. List of full/empty instances (station, start time, end time, date)
 4. Count of full/empty instances per Station by day/month
 5. Breakdown of full/empty instances per Station by duration
 6. Percentage of time Stations are full and empty
 7. Number of overflow Stations activated (e.g. special events)
- vii. Station Maintenance Operations
1. Number of active Stations
 2. Count of Station visits by technicians for normal maintenance
 3. List of all Station malfunctions (site, start/end date/time, event)
 4. List of all Terminal malfunctions (site, start/end date/time, event)
 5. Percentage of time each Station with Terminal was available to provide rentals for all member types by Station
 6. System wide average for percentage of time Stations with Terminals were available to provide rentals for all member types
- viii. Bicycle Maintenance Operations
1. Count of Bicycles checked per day/month
 2. Count of Bicycles repaired per day/month
 3. Average time per repair
 4. Breakdown of repair types (minor, major, annual overhaul)

5. Breakdown of the cause of repair needs (normal wear, crash, warranty failure, vandalism)
- ix. Incident Reporting
 1. List of all incidents (crash, vandalism, theft, police action) with dates, locations, and summary of outcomes
 2. Helmet statistics for Users involved in crashes
 3. List and status of stolen/missing Bicycles
- x. Graffiti Removal
 1. List of all graffiti removal summarized by:
 - a. type (e.g. tag, sticker, marker, etc.) and approximate size
 - b. location (e.g. nearest street address or GPS coordinates)
 - c. type of equipment (e.g. Bicycles, Terminal, sign)
 - d. removal method (e.g. paint, water blasting)
- xi. Environmental Impact
 1. Total and average calories burned per week/month by member type. Based on calculation using total and average trip durations
 2. Carbon offset per week/month. Based on calculation using total miles traveled (straight line distance)
 3. Average carbon offset per member by type for the month. Based on "total members/total carbon offset"
- xii. Customer Outreach
 1. Website analytics
 2. Social media (e.g. Facebook, Twitter, Instagram, etc.) posts count and summary
- xiii. City's 3-1-1 Call Centre
 1. List of all 3-1-1 cases forwarded to the Supplier with dates and status

b. Further Reports

The City may on occasion request such further reports to include all or portions of the information outlined under Monthly Reports section 15(a).

c. Annual Report

Supplier will prepare an annual report that provides a summary of all the above system information required or requested relevant to the prior year's operations.

16. Meeting Requirements

In consideration that the PBS will evolve over time and demands for certain information will change, Supplier will meet with the City, as necessary, to review and mutually agree to revise the reporting requirements outlined above.

Starting on each anniversary of the start of the Operational Period, Supplier will provide a formalized Annual Report and Presentation to City's Senior Staff Committee to outline the current status of the PBS and any major events planned for the upcoming year.

SCHEDULE I CUSTOMER SERVICE

General

1. Supplier will provide its customers with rental information such as the PBS membership and casual rider terms and conditions, including terms of consent for the use of personal information for research purposes. All PBS customers will be given the choice to participate in PBS research and studies led by Supplier, the City or some other third party, and if they choose to participate, they will consent to permit their user information to be shared along with their personal contact information only for the purposes of such research or studies.
2. Supplier will establish and maintain prompt and efficient procedures for handling complaints received directly from the public and for handling complaints forwarded to Supplier by the City (including via the City's 3-1-1 call centre), which procedures will be consistent with all applicable Laws, the provisions of this Schedule and any communications/public relations protocol agreed between Supplier and the City. Such procedures will be set out in writing and will be available to the public upon request.
3. Supplier will conspicuously post a notice on each Station advising the general public that they may direct their complaints and comments to Supplier's call center and website.
4. Supplier will incorporate signs, maps and information produced as part of a consistent wayfinding system (the "**Wayfinding Elements**") on each Station as directed and approved by the City. At a minimum, in respect of every sign installed at each Station, one side of such sign will be used exclusively to display Wayfinding Elements.
5. The following will apply to the Wayfinding Elements:
 - a. the initial content of Wayfinding Elements will be provided by the City to Supplier as a digital City of Vancouver wayfinding map with specific scale, data, and styling (the "**Stylized Base Map**") in which Supplier will then incorporate any PBS information required by this Agreement or desired by Supplier;
 - b. Supplier will not alter or remove any existing information on the Stylized Base Map provided by the City without prior written approval by the City;
 - c. any additional icons that Supplier wishes to layer on top of the Stylized Base Map should be consistent with icons used on other City wayfinding maps;
 - d. at a minimum, Supplier will incorporate information into the Wayfinding Elements informing users of bicycle rental shops in the vicinity;
 - e. Supplier will, at its expense, produce and install finalized Wayfinding Elements content into every sign;

- f. whenever the City provides Supplier an updated Stylized Base Map, Supplier will update the Wayfinding Elements on every sign using such updated information within thirty (30) days of its receipt, but is only obligated to do so up to a maximum of two (2) times per year.
- 6. Supplier will operate a staffed call center that will answer PBS customer calls, twenty-four (24) hours per day, seven (7) days per week. This call center will have staff able to answer calls in English twenty-four (24) hours per day and in Cantonese and Mandarin from Monday to Friday between 6:00 AM to 10:00 PM PST.
- 7. In addition to such call center service availability for the public, Supplier will have Supplier's Manager or shift leaders accessible to the City via a single, dedicated phone number, twenty-four (24) hours per day, seven (7) days per week.
- 8. Supplier will diligently and promptly investigate each complaint.
- 9. Supplier will maintain complete records of all complaints and those records will be made available to the City through a proper, clear and efficient mode of communication process or at the City's reasonable advance request, in written form.

Such records will indicate:

- a. the specific equipment, including its identifying number and location at a specific point in time, or services, for which the complaint was made;
- b. the type of complaint;
- c. the date and time of complaint;
- d. if the complaint is in written form (non-electronic) and the information is available, the name, address, and telephone number of the person filing the complaint;
- e. details of Supplier's action to address or resolve the complaint; and
- f. to the extent applicable, the date and time of resolution of the complaint.

All such records and other information relating to a complaint will be retained by Supplier for a period of at least seven (7) years after the initial receipt of the complaint, in any format the Supplier deems appropriate. Supplier will provide a clear, efficient and user-friendly solution to the City by which the City can search for complaints by location or time period, and will produce statistical reports, at the City's request, by type of complaint, location of complaint, Station or Bicycle and time period.

- 10. In addition to the call center, the Supplier will also provide written customer service from 6:00 AM to 10:00 PM PST, seven (7) days per week to respond to email, website and social media inquiries.

11. A phone number for customer service will be clearly visible on every Bicycle.
12. In the event of injury, the Supplier will have a process in place to record incident details and investigate cause of accident for every injury report.
13. The City's 3-1-1 call centre may receive customer feedback including inquiries, complaints and service requests pertaining to the PBS from the general public. The customer feedback will be forwarded by 3-1-1 to the Supplier for review, action, and management via e-mail, facsimile, web service (or web application), or in any other form. If the Supplier determines the customer feedback does not fall within the Supplier's responsibility, the Supplier shall refer the feedback back to 3-1-1.

SCHEDULE J PERFORMANCE LEVELS

General

1. The Supplier will track its performance with regards to the Performance Levels set out in this Agreement.
2. The Supplier will provide monthly reports with regards to the Performance Levels for the duration of this Agreement, as per Schedule H (Reporting and Agreement Oversight), upon Commissioning of the PBS - First Launch.
3. Peak Hours of operation are designated as 6:00 AM to 10:00 PM PST.
4. The City and Supplier will review all Performance Levels and Penalty thresholds after three (3) months of operation, prior to the commencement of the Operational Period.
5. Following twelve (12) months after the commencement of the Operational Period, and on an annual basis thereafter, the City and Supplier may revisit this Performance Levels Schedule and, upon written agreement by both Parties, make amendments as needed.
6. At any point in the Operational Period the City and Supplier may, upon written agreement by both Parties, add or remove a Performance Level. This Performance Level will not be subject to Penalties for three (3) months following the change.

Performance Non-Compliance

7. The failure of the Supplier to meet a Performance Level as set out in the table below is considered a "Performance Non-Compliance Event" or "Event".
8. "Performance Non-Compliance Points" or "Points" may be assigned by the City during the Operational Period upon the occurrence of a Performance Non-Compliance Event during the reporting period.
9. No Performance Non-Compliance Points shall be assigned by the City in respect of any Event determined by mutual written agreement to be beyond Supplier's control ("Excluded Event").
10. The City expressly reserves the right to refrain from assigning Performance Non-Compliance Points in respect of any Performance Non-Compliance Event, and the City may do so without prejudice to any of its other available rights and remedies.
11. The City shall notify Supplier of the assignment of any Performance Non-Compliance Points promptly when the City determines such an assignment is warranted.

Performance Non-Compliance Penalties

12. Based on performance, Supplier will pay to the City a “**Performance Non-Compliance Penalty**” or “**Penalty**”, if payment is due, during the Operational Period, as outlined in Schedule T (Price, Payment and Security).
13. The amount of the Performance Non-Compliance Penalty shall be determined on a monthly basis by the number of Performance Non-Compliance Points assigned. The Penalty due for the month, if any, shall be calculated in accordance with the table below:

Total Number of Points per month	Penalty
0 - 30	\$0
31 - 49	Supplier shall submit to the City a report to describe: a. the Event(s); b. why the Event(s) occurred; and c. an action plan to remedy the Event(s).
50+	In addition to report outlined above, \$100 per point.

14. The maximum financial penalty related to the assignment of Performance Non-Compliance Points is limited to \$25,000 in any given month.
15. Material Default for Monthly Performance Levels
- a. All Points assigned to Supplier shall be reviewed on a cumulative rolling six (6) month basis.
- b. During this six (6) month period, should the cumulative Point value exceed six hundred (600) Points, this will be considered Material Default as per section 12.4 (iv) of the Agreement.

Monthly Performance Levels

#	Performance Level	Measurement	Non-Compliance Points	Comment
CATEGORY 1: SYSTEM AVAILABILITY				
1a	System Availability - Short-term outages	Number of unplanned outages less than 15 minutes, during Peak Hours, in a given month.	5 points per Event	Additional description below table.
1b	System Availability - Long-term outages	Number of unplanned outages more than 15 minutes, during Peak Hours, In a given month.	10 points per Event	Additional description below table.

#	Performance Level	Measurement	Non-Compliance Points	Comment
1c	Website Up time >99.5%	Total time of website available over total time in the month.	5 points per Event 5 additional points for each 3% under 99.5% Maximum 10 points	Planned outages will be considered Excluded Events if the City is notified in advance, and outage occurs outside of Peak Hours.
1d	Station Availability - High Demand Stations <10%	Total time that High Demand Stations are not available during Peak Hours, over total Peak Hours in the month.	10 points per Event	Additional description below table.
1e	Station Availability - Non-High Demand Stations <10%	Total time that all Non-High Demand Stations are not available during Peak Hours, over total Peak Hours in the month.	5 points per Event	Station availability is defined as any User being able to start a trip. This Performance Level will measure all the Stations in the PBS which are not defined as High Demand Stations as per 1d.
1f	Terminal Availability >95%	Total time of Terminal Availability during Peak Hours, over total Peak Hours in the month.	3 points per Event 1 additional point for each 5% under 95% Maximum 10 points	Terminal is defined as the station payment kiosk.
CATEGORY 2: EQUIPMENT AVAILABILITY				
2a	Number of Bicycles Deployed - High season (Mar-Nov) >90%	Average number of bicycles deployed over total number of bicycles in the fleet (1,500), measured daily and averaged over the month.	5 points per Event 1 additional point for each 2% under 90% Maximum 15 points	Bicycles deployed is defined as number of bicycles in total fleet (1,500), less: bicycles in warehouse, bicycles with malfunctioning Smoove box, and blocked bicycles.
2b	Number of Bicycles Deployed - Low season (Dec - Feb) >75%	Average number of bicycles deployed over total number of bicycles in the fleet, measured daily and averaged over the month.	5 points per Event 1 additional point for each 2% under 75% Maximum 15 points	Bicycles deployed is defined as number of bicycles in total fleet, less: bicycles in warehouse, bicycles with malfunctioning Smoove box, and blocked bicycles.

#	Performance Level	Measurement	Non-Compliance Points	Comment
2c	Helmet Availability > 80%	Number of helmets available at stations over number of bikes available at stations, measured once every week.	10 points per Event 1 additional point for each 2.5% under 80% Maximum 20 points	An available helmet is defined as any helmet accessible to Users in the system.
2d	Helmet Cleanliness >1,000 helmets	Daily average number of helmets identified as clean and inspected and made available for use within the system.	5 points per Event 1 additional point for each 50 helmets under 1000 Maximum 15 points	Helmet identifiers are defined as stickers, markers, tags, straps, or other unique feature to indicate that the helmet has been cleaned and inspected by Supplier staff, as per Schedule B.
CATEGORY 3: MAINTENANCE				
3	On-Street Inspection >95%	Total number of unique bicycles Inspected each month, over total number of bicycles deployed.	5 point per Event	On-Street Inspection is defined in Schedule G.
CATEGORY 4: STATION BALANCING				
4a	Station Balancing - High Demand Stations >75%	Total time High Demand Stations have minimum 1 available dock and 1 available bicycle, during Peak Hours, over total Peak Hours of operation in the month.	10 points per Event	High Demand Stations are defined in Performance Level 1d. Penalties will not be assigned on days with high rider utilization: Greater than five (5) trips per bike per day.
4b	Station Balancing - Non-High Demand Stations >75%	Total time that all Non-High Demand Stations have minimum 1 available dock and 1 available bicycle, during Peak Hours, over total Peak Hours of operation in the month.	5 points per Event	This Performance Level will measure all the Stations in the PBS which are not defined as High Demand Stations as per 1d. Penalties will not be assigned on days with moderate rider utilization: Greater than four (4) trips per bike per day.

#	Performance Level	Measurement	Non-Compliance Points	Comment
CATEGORY 5: CLEANING				
5a	Station Cleaning 100%	Number of different Stations cleaned per two week period, over total number of Stations in operations	5 point per Event	Station Cleaning includes wiping down all station equipment. Additional description below table.
5b	Cleaning Response Time <4 hours	Number of Events per month.	1 point per Event Maximum 5 points	Maximum 5 alerts per day.
5c	Graffiti 1 - Hate/ Racist/ Offensive <4 hours	Number of graffiti not removed within timeframe from notification or discovery, during Peak Hours.	1 points per Event, and per day of continued failure Maximum 5 points	Additional description below table.
5d	Graffiti 2 - High Profile Location <36 hours	Number of graffiti not removed within timeframe from notification or discovery.	1 points per Event, and per day of continued failure Maximum 5 points	Additional description below table.
5e	Graffiti 3 - Other Graffiti <72 hours	Number of graffiti not removed within timeframe from notification or discovery.	1 points per Event Maximum 5 points	Additional description below table.
CATEGORY 6: CUSTOMER SERVICE				
6a	Speed of answer >75% in 75 seconds	Total number of calls answered within seventy-five (75) seconds of accessing agent queue, over the total number of calls received during Peak Hours. Measured daily and averaged over the month.	5 points per Event 1 additional point for each 2.5% under 75% Maximum 10 points	Calls to be answered by a knowledgeable customer service representative.
6b	Call abandon rate <5% after 3 minutes	Total number of calls abandoned by Users after 3 minutes from accessing agent queues, over total number of calls received.	5 points per Event 1 additional point for each 2% more than 5% Maximum 10 points	Queue for 3 minutes allows for delivering information to customers while waiting.

#	Performance Level	Measurement	Non-Compliance Points	Comment
6c	Email response time >95% in 24 hours	Number of emails responded to within 24 hours, during Peak Hours over total number of emails received.	1 points per each whole percent less than 95% Maximum 10 points	Response time is the difference between time of email-in to time of email-out.
6d	Member Satisfaction	N/A	N/A	The Supplier and the City will jointly develop an annual survey to be distributed by the Supplier.
CATEGORY 7: REPORTING				
7	Monthly reports 100% by the 15 th day of the following month	Number of business days in excess of due date to deliver reports.	2 points per business day for each report in excess of threshold Maximum 10 points	Monthly reporting requirements are detailed in Schedule H. Additional description below table.
CATEGORY 8: CONTRACT COMPLIANCE				
8	Failure to comply with a material requirement of the Agreement, not otherwise included in a separate Performance Level.	Number of days Performance Non-Compliance Events are not rectified in excess of agreed timeline.	The Parties will, acting reasonably, determine a Penalty for the non-compliance	The Parties will, acting reasonably, agree on the severity and significance of the non-compliance.

Annual Performance Level

16. Bicycle Refreshment Requirement
 - a. Bicycle refreshment will be assessed and reported upon on an annual basis at the end of Years 3, 4, and 5.
 - b. Refreshment expectations are:
 - i. 45% of Bicycles to be refreshed by end of Year 3;
 - ii. 90% of Bicycles to be refreshed before the end of Year 4; and
 - iii. 100% of Bicycles to be refreshed by end of Year 5.
 - c. This Performance Level is not applicable to Years 1 and 2, and shall not apply to any Bicycles added to the PBS after Year 1.
 - d. For each Bicycle that has not been refreshed as per section 16b, Supplier shall pay a penalty of \$100 per bike.

Description of Performance Levels

Related notes to further describe select Performance Levels in the table above.

Category 1: System Availability

1a. - 1b.

- System availability is defined as no bikes available to any Users.
- If, at any time, a System malfunction or an event or circumstance occurs where continuous service would be unsafe or unavailable, and this causes or will cause a temporary interruption of System Availability, then Supplier shall immediately contact the City PBS Manager by telephone and by email and specifically describe the reason, estimated duration, Supplier's proposed actions to correct the cause of the interruption (if possible), minimize the interruption, and Supplier's plans to resume service.
- Planned outages will be considered Excluded Events if the City is notified in advance, and outage occurs outside of Peak Hours.
- Supplier promptly shall notify the Users of the cause and expected duration of the interruption of service.

1d. Station Availability - High Demand Stations

- i. Station availability is defined as any User being able to start a trip.
- ii. High Demand Stations are defined by top performing stations in high profile locations with the highest combined number of trips beginning and ending at that station.
- iii. High Demand Stations will be agreed upon by both Parties prior to the Operational Period, and shall not surpass 15% of the total number of stations in the system.

Category 5: Cleaning

5a. Station Cleaning

- i. Supplier shall visit the Stations on a daily basis to remove trash and debris from the Station area and from the Bicycle baskets. Supplier is responsible for the cleanliness of the following Station areas as illustrated in Appendix J-1:
 1. Station Cleaning Area - Off-Street Locations
Station footprint including back-up zone, plus an additional 1.5 metres in all directions or to the extent of the curb.
 2. Station Cleaning Area - On-Street Locations
Station footprint including back-up zone, plus an additional 1.5 metres in all directions or to the adjacent vehicular travel lane. Along the curb, the area will be extended to 5 metres to facilitate City street cleaning equipment.

5c. Graffiti 1 - Hate/Racist/Offensive Graffiti

- i. This type of Graffiti will be considered urgent and will have separate requirements for response time, in line with applicable by-laws.
- ii. Graffiti which can reasonably be perceived to be motivated by hate, prejudice or bias against an identifiable group or person based on race, national or ethnic origin, language, colour, religion, sex, age, mental or physical disability, sexual orientation or any other similar factor.

- iii. In cases where Supplier is unsure whether an instance of Graffiti qualifies as Hate/Racist/Offensive, the City will have final determination.

5d. Graffiti 2 - High Profile Location

- i. This type of Graffiti will be considered urgent and will have separate requirements for response time, in line with applicable by-laws.
- ii. High profile locations are determined by the City, in partnership with Supplier and other external agencies (e.g. Vancouver Police Department).
- iii. In cases where the City has notified Supplier that a particular piece of Graffiti is considered to be in a High Profile Location after the initial discovery, the Service Level requirement for Graffiti removal is the lesser of time remaining between (5d) and (5e).

5e. Graffiti 3 - Other Graffiti

- i. All other Graffiti that is not considered hate/racist/offensive or in a high profile location.

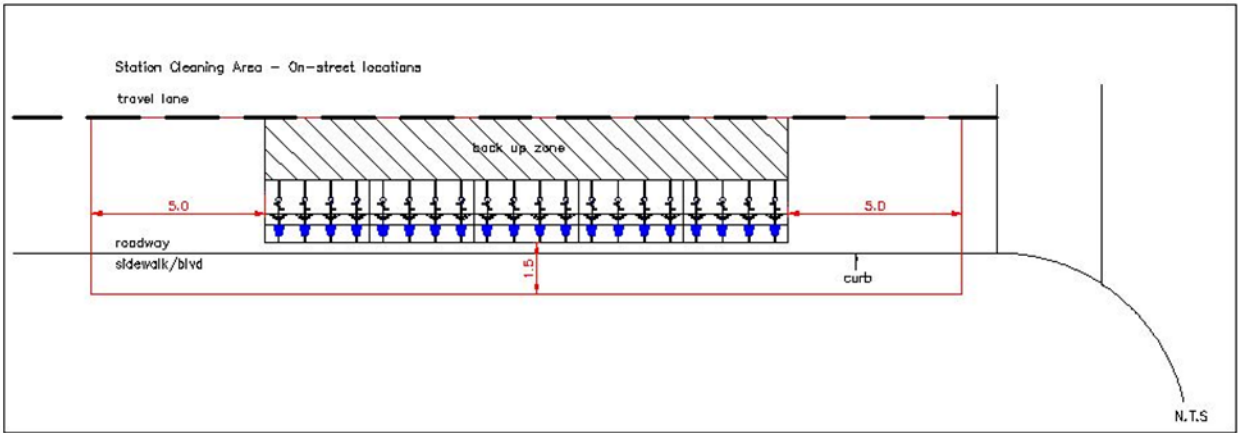
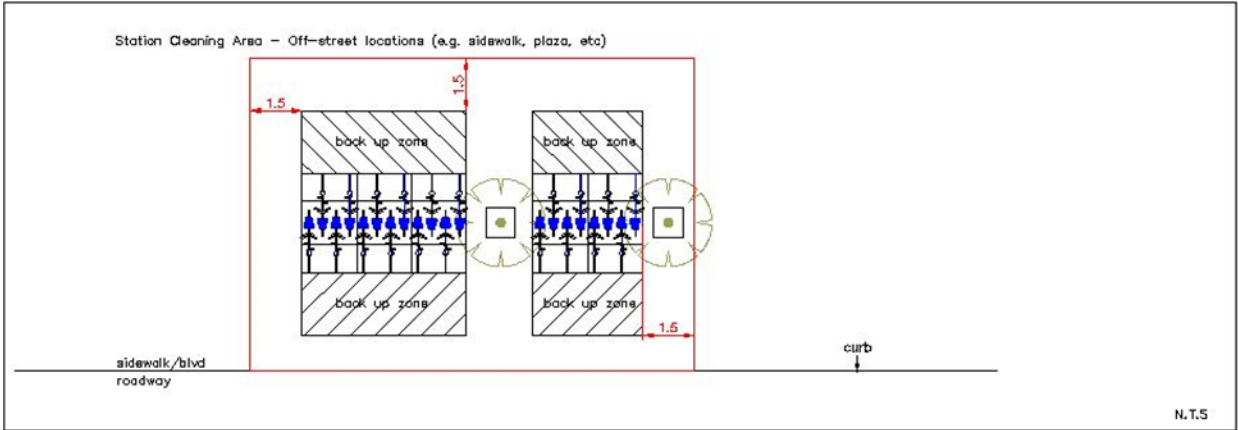
If Supplier fails, without reasonable excuse, to remove graffiti by the notified date the City may elect to carry out the work itself or by others, at the cost of Supplier plus a 15% administration fee. Supplier reserves the right to hire a sub-contractor for cleaning and/or Graffiti removal.

Category 7: Reporting

7. Monthly Reports

- i. In the event the City changes the terms of Schedule H (Reporting and Agreement Oversight) during the Operational Period, and Supplier is in agreement with changes, this Performance Level would not be subject to Penalties for three (3) months following the change.
- ii. The City will notify the Supplier of any points assigned by the last day of the month.

Appendix J-1



SCHEDULE K COMMUNICATIONS

General

1. Supplier shall develop plans and strategies in respect of communications, media relations, public engagement and consultation, and education relating to the PBS. Supplier shall do the foregoing in consultation and cooperation with the City PBS Manager. Where opportunities exist to harmonize messaging and timing, Supplier and the City will work together to ensure mutually beneficial outcomes.

Communication Plan

2. Supplier will submit a comprehensive Communication Plan to the City for both pre- and post- launch activities as per Schedule E (Implementation).
3. Supplier will submit a comprehensive Media Relations Plan to the City for both pre- and post- launch activities as per Schedule E (Implementation).
4. Supplier shall develop a communication strategy based on the mutual goals of the City and the Supplier. All messaging, branding, naming and outreach communications will be based on that strategy. Supplier will set measurable objectives and continually evaluate the program.
5. Supplier will coordinate all communications related to the PBS with the City PBS Manager, and will collaborate with the City on the language and branding appropriate for use in communications about the PBS.
6. Supplier will coordinate with the City on communication activities including how the Supplier will liaise with City PBS Manager about communication plans and other related activities such as media relations policies/ protocols (media contact/ response procedures), social media outreach, consultation activities, and information sessions.
7. Supplier will prepare a communication protocol to respond to events such as accidents, vandalism and thefts.
8. Supplier will create and maintain an active presence on social media services including Facebook, Twitter, Instagram, and YouTube/Vimeo. Social media elements will be integrated into messaging campaigns through the use of, for example, hashtags and social call-outs on printed materials and outdoor creative, social sharing promotions at docking stations, and contests or scavenger hunts to gain awareness and buzz around Vancouver and among the city's influencers.
9. Supplier will make an effort to translate informational materials into languages appropriate for diverse communities, and will seek to maintain a high level of communication and clarity with non-English speaking users.

Public Consultation

10. Supplier will submit a comprehensive Public Consultation Plan to the City for both pre- and post- launch activities as per Schedule E (Implementation).
11. Supplier will use events and promotions strategically throughout each phase of the campaign to generate media coverage, social engagement and excitement around the PBS.
12. The City will assist Supplier in a community engagement and outreach process with regard to the location and size of Stations. The process will include, but not be limited to, presentations and other outreach efforts to community organizations, elected officials, and other members of the City's local community.

Education

13. Supplier will submit a comprehensive Education Plan to the City for both pre- and post- launch activities as per Schedule E (Implementation).
14. Supplier will have on-going educational programs focusing on promoting the PBS benefits, how to use the PBS, and Bicycle safety classes. These programs will be on-going on a regular basis and coordinated with other local cycling advocacy groups and the City.

SCHEDULE L MARKETING

Marketing Plan

1. Supplier shall develop plans and strategies in respect of marketing, promotions, and membership sales relating to the PBS. Supplier shall do the foregoing in consultation and cooperation with the City PBS Manager. Supplier shall obtain the City's approval on the various forms of marketing or promotional material to be distributed. Where opportunities exist to harmonize messaging and timing, Supplier and the City will work together to ensure mutually beneficial outcomes.
2. Supplier will submit a comprehensive Marketing Plan to the City for both pre- and post-launch activities as per Schedule E (Implementation).
3. Supplier will be responsible for promoting and marketing the PBS to Users, stakeholders and the general public to promote adoption, encourage sign-up, and generally to maximize ridership and to promote the PBS as a positive brand.
4. Supplier will hire a designated Marketing Manager who will have access to Supplier's chosen consultants, graphic design professionals, and team of Brand Ambassadors for community activations. The Marketing Manager will develop and have access to an annual budget that will be allocated and spent according to direction from Supplier and the City.
5. Supplier will assemble a dedicated PBS marketing team composed of specialists in strategy, design, messaging, production, online, paid and earned media, and community outreach and events. All communications will speak with one voice.
6. Supplier will generate informative print material in various languages to educate the defined target audience of residents, tourists, commuters and local businesses about the program's pricing, Stations, benefits, riding tips, locations and functionality.
7. For purposes of marketing the PBS, the City will support Supplier by:
 - Providing a link on the City's website to the PBS website;
 - Including PBS as a transportation option in related public communications from the City, where appropriate;
 - Facilitating collaboration between Supplier and the Board of Parks and Recreation;
 - Facilitating collaboration between Supplier and TransLink; and
 - Exploring other opportunities identified by Supplier and City.

Promotion

8. Supplier will submit a comprehensive Promotion Plan to the City for both pre- and post-launch activities as per Schedule E (Implementation).

9. Supplier will work with local community organizations and businesses to host events and demonstrations, test ride the Bicycles, and generate excitement for the PBS. To support an aggressive membership sign-up campaign, Supplier will utilize promotional teams to sign-up new members on-location where people work and play, including street fairs, major festivals and events. Supplier will also work with large employers, institutions, and community organizations to attract Users.
10. Supplier will integrate marketing efforts with other campaigns promoting healthy lifestyles.

Generating Rides

11. Supplier will submit a comprehensive Membership Sales Plan to the City for both pre- and post-launch activities as per Schedule E (Implementation).
12. Supplier will leverage PBS data collected to advocate for bike infrastructure on heavily traveled routes, which may include painted bike lanes, cycle tracks, bike-only signals, bike loop-detectors, and bike friendly residential corridors.
13. The website and/or mobile application will allow Users to share their ride data on social media networks, which will encourage more rides within social networks and act as a reminder to Users.
14. Supplier will incentivize Users with a mileage-based loyalty program, rewarding Users for traveling a pre-determined range of distances. Gifts will include memberships for friends, co-branded prizes from other organizations, free ride time, and branded swag.
15. Supplier will host rides with Users and reward attendance with prizes. The events will have an on-site photographer and photos will be published on social media, encouraging Users to tag friends, family, and themselves.

**SCHEDULE M
REVENUE SHARING AND OTHER FINANCIAL PROVISIONS**

1. General Terms and Conditions

The terms and conditions set forth in this Schedule M shall be incorporated by reference into the Agreement and all defined terms shall have the same meaning as those set forth in the Agreement.

2. PBS Revenue

PBS Revenue shall be comprised of all revenue, and any other money equivalent or payment in kind, from sponsorship, ridership revenue and rental fees, and shall exclude amounts collected for sales taxes and any amounts refunded to customers. For avoidance of doubt, PBS Revenue shall exclude monetary or in kind contributions from the City.

3. Adjusted Revenue

Adjusted Revenue shall be PBS Revenue less the net credit card transaction fees paid to collect PBS Revenue and net sponsorship commissions to third-parties in connection with PBS sponsorship revenue; excluding any fees or commissions paid in non-arm's length or non-market transactions.

4. City's Annual Revenue Share

In the event that Adjusted Revenue exceeds an average of s.21(1) per Bicycle during any year during the Operational Period, the City shall be entitled to a s.21(1) s.21(1) share of Adjusted Revenue exceeding that amount ("City's Revenue Share").

Simply by way of example, in the event that Adjusted Revenue per Bicycle in a calendar year is \$5,000:

s.21(1)

5. Payment of City's Revenue Share

Supplier will provide payment to the City of the City's Annual Revenue Share within 45 days following year-end as further set forth in Schedule T (Price and Payment).

SCHEDULE N SPONSORSHIP GUIDELINES

General

1. While it is Supplier's responsibility to take the lead in pursuing PBS sponsors, the City will support this process where appropriate. Supplier shall be the contracting party with any sponsor and shall hold title to the contract, the relationship, and any revenue generated from the sponsorship agreement.
2. The Supplier will obtain the City's prior written approval of any sponsor with which Supplier intends to enter into an agreement to ensure (1) that the sponsor meets the City's decency and messaging standards; and (2) that the sponsor will agree to transfer the sponsorship to the City or the City's designate in the event that the City acquires the PBS Assets. While the City does not need to approve the terms of a sponsor agreement, Supplier will consult the City with respect to such terms as they are negotiated.

The Parties shall consider an extension to the PBS Agreement in order to accommodate and optimize sponsorship deals and revenue.

3. Supplier will consult the City on any renewals, or amendments of any existing sponsorship agreements.
4. Sponsors may utilize all PBS equipment or other components for the purpose of placing sponsorship acknowledgement including, but not limited to, the following:
 - a. Station
 - i. large sign panel (one side);
 - ii. small sign / map panel;
 - iii. Terminal;
 - iv. docks (2 sides);
 - b. Bicycle
 - i. skirt guard (2 sides);
 - ii. basket(s) (inside and outside);
 - iii. Smoove Box;
 - iv. downtube;
 - c. Helmet solution
 - i. Helmets of any kind;
 - ii. helmet liner; and
 - iii. helmet vending and return solution.
 - d. Ancillary sponsorship acknowledgement placements may include:
 - i. membership cards;
 - ii. user receipts;
 - iii. maintenance vehicles;
 - iv. staff uniforms;

- v. launch campaign literature;
- vi. media partnerships;
- vii. website;
- viii. mobile application;
- ix. printed maps and materials;
- x. membership packets and PBS newsletters; and
- xi. such other assets as may be approved by the City.

Illustrative Sponsor Acknowledgement Spaces



5. Supplier agrees to reserve the following places on each Bicycle for the following purposes and will not utilize them for sponsorship acknowledgement placements:
 - a. the chain guard covering the bike chain and the chainstay on the opposite side of the bike chain will be reserved for placement of any logos, messages, or other acknowledgements to be determined by the City.
6. Supplier will consult with the City as to the placement of the PBS name on the Bicycles and other equipment.
7. The City will have no liability or obligation under any sponsorship agreement entered into by Supplier. All sponsorship agreements shall be assignable to the City or its designate without the need for consent from a sponsor in the event the City or its

designate elects to purchase the PBS Assets in accordance with the terms of the Agreement.

8. No advertising will be placed on any PBS Station or equipment without the prior written approval of the City. Supplier and the City acknowledge that the intention is not to place advertising on PBS Stations and equipment for the duration of this Agreement.
9. Supplier and the City agree that no entity shall be approved as a sponsor if such entity:
 - a. restricts membership or access to any persons protected under Canadian laws and/or is not legally open to, or may not legally sell its products or provide its services to the City's citizens of all ages; or if such entity promotes unlawful conduct or illegal goods, services, or activities.
 - b. engages in the business of selling liquor, selling tobacco, or gambling; and such other categories as reasonably requested by the City.
10. In the event the City initiates a conversation between a sponsor or donor and Supplier which ultimately leads to a sponsorship agreement, the City and Supplier will negotiate a reduction in any commission fee related to the successful completion of a sponsorship agreement which may be awarded to Supplier or any of Supplier's subcontractors.

SCHEDULE O

Schedule O has been intentionally deleted.

SCHEDULE P

Schedule P has been intentionally deleted.

**SCHEDULE Q
SUPPLIER CODE OF CONDUCT**

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM

ANNEX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of CYCLEHOP CORP CANADA (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, CYCLEHOP CORP CANADA (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation / conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of CYCLEHOP CORP CANADA (vendor name).

Signature:



Name and Title:

JOSH SQUIRE, CEO

SCHEDULE R
CITY SITES LICENCE

THIS AGREEMENT is made as of February 22, 2016 between the City of Vancouver (the "City") and Vancouver Bike Share Inc. ("Supplier").

1. Public Bike Share Supply Agreement

Concurrently with the entering into of this City Sites Licence (the "Licence"), the City and Supplier will enter into a supply agreement for the supply, implementation and operation of a public bicycle system in the City of Vancouver (the "**PBS Agreement**"). A copy of this Licence is attached as Schedule R to the PBS Agreement.

2. Purpose and Scope of Licence

The City and Supplier acknowledge that Supplier is required under the PBS Agreement to install Stations in the PBS Service Area for the purposes of implementing and operating the Public Bicycle System. This Licence only applies to City Sites (as defined in section 5) that Supplier proposes to use for a Station.

The purpose of this Licence is as follows:

- a. to set out the terms and conditions governing Supplier's use of a City Site (as defined below) for the purposes of locating a Station;
- b. to document, in respect of those City Sites that Supplier proposes to use for a Station, the City's approval of such use and confirmation that Supplier has met the City's by-law and other regulatory requirements as well as any requirements in the PBS Agreement; and
- c. to provide an efficient and predictable process for Supplier to add, remove or relocate Stations.

This Licence does not apply to other types of lands that are not City Sites that Supplier will use for Stations. Supplier will enter into separate licence, lease or other agreements with the owners of such lands for the use of such lands.

The terms and conditions of this Licence are in addition to, and not to the exclusion of, the terms and conditions in the PBS Agreement regarding station siting and use of City Sites.

3. Approved Sites

Whenever Supplier requests approval from the City Engineer in accordance with the terms of this Licence for the use of a City Site for a Station, and the City Engineer approves such Site, such Site will be deemed an "**Approved City Site**" and its use will be governed by the terms of this Licence, all applicable Laws and Regulations and the terms of the PBS Agreement.

All Approved City Sites will be listed in Exhibit A - List of Approved City Sites. Exhibit A will be amended each time a new Approved City Site is added, an existing Approved City Site is removed or a Station is relocated from one Approved City Site to another. The City Engineer is responsible for updating Exhibit A and will give Supplier a copy upon its request.

4. Non-Exclusive Use and Term of Licence

The approval granted by the City Engineer under this Licence for the use of an Approved City Site will be non-exclusive and only for the purpose of Stations during the term of this Licence provided that the City shall grant Supplier exclusive access to each Approved City Site only in respect of the footprint of a Station comprised of (a) the space taken up by the dock base plates, and (b) if applicable, the additional space taken up by Bicycles docked at the Station.

The term of this Licence will run concurrently with the Term of the PBS Agreement and this Licence will automatically terminate or be extended along with the termination or extension of the Term of the PBS Agreement.

5. Types of City Sites

The following types of land fall within the scope of this Licence and are referred to in this Licence as "City Sites":

- a. all public land that is owned by, or under the jurisdiction of, the City or any of its affiliates, which are comprised of the following:
 - i. Streets (e.g. Roadway, sidewalks, plazas, etc.);
 - ii. parks and other land under the jurisdiction of the Board of Parks and Recreation (e.g. a park, parking lot of a park, community centre);
 - iii. zoned lands (e.g. libraries, theatres and other civic facilities, plazas and properties);
 - iv.
- b. all lands that are not owned by, or under the jurisdiction of, the City but that are subject to statutory rights of way or public access agreements granted to the City.

6. Request for approval of a City Site

Prior to installing a Station or any related equipment on any City Site, Supplier shall request approval from, and provide the following information to, the City Engineer:

- a. a description of the specific site location which will include the block number and street name, which side of the street, the nearest cross street, whether the Station will be located on Roadway (i.e. parking lane, bike lane, etc.), sidewalk, plaza, City or private property;

- b. a site plan overlaid with all relevant information and features that may impact the site including but not limited to curb and property lines, traffic and bike lane lines, above and below ground structures, utilities and utility access points, infrastructure, street furniture, trees, street regulation and other sign posts, parking meters and such site plan will show or set out the following:
 - i. the Station layout including the dock configuration and dock base plates, the location of the Terminal, sign and sign type, Relay Box, helmet vending machine and ancillary equipment, and show the extent of the Station, Bicycles and maneuvering zone;
 - ii. any required changes to street features including but not limited to removal or relocation of street furniture that would need to be made by Supplier, the City or property owner, changes to parking and street regulations, the number of parking spaces and parking meters that will be impacted, etc.; and
 - iii. dimensions of critical clearances to nearby fixed objects, utility access points (e.g. manholes, valve covers, etc.) and above ground access points (e.g. building exits, fire department Siamese connections, etc.)
- c. current site photos which clearly show the Site, any fixed objects such as street furniture, trees, infrastructure, etc. that may be impacted by the proposed Station;
- d. a summary of Supplier's equipment and vehicle access requirements for station installation, maintenance and bicycle redistribution;
- e. a map of the surrounding area which indicates any bike rental or retail shops within one hundred (100) metres of the proposed Station;
- f. any other relevant information requested by the City Engineer, acting reasonably.

Supplier may request approval from the City Engineer for multiple City Sites at the same time, however Supplier will have to provide the above information for each City Site. Upon being satisfied with the information submitted to the City Engineer and upon being satisfied that Supplier has complied with all applicable City By-laws and other regulatory requirements, the City Engineer will evidence its approval of the City Site in question by adding it to Exhibit A - List of Approved City Sites.

The process set out in this section 6 will apply whether Supplier proposes to install a Station at a City Site for the first time or whether Supplier proposes to relocate a Station from one City Site to another. If Supplier proposes to relocate a Station, Supplier will notify the City Engineer of the current location of the Station in question.

7. Removal of Stations

Whenever Supplier removes a Station (other than a removal at the request of the City) Supplier will give written notice to the City Engineer at least ten (10) business days, with the exception of public safety issue, in advance and comply with its obligations under this Licence including section 10(e) to repair and restore the Approved City Site to the satisfaction of the City Engineer.

8. Assignment

The rights granted to Supplier under this Licence are personal to Supplier and Supplier may not assign, sub-license, part with, or otherwise transfer these rights without the prior written consent of the City Engineer, which consent may not be unreasonably or arbitrarily withheld except where the assignment or transfer is part of a proposed transaction that is expressly permitted under the terms of the PBS Agreement. If Supplier is required to assign its rights and obligations under the PBS Agreement to an assignee, Supplier will similarly be required to assign its rights and obligations under this Licence to the same assignee.

9. Sites licensed "AS IS"

Supplier acknowledges that the City has made no representations or warranties as to the state of repair of the Approved City Sites, the safety of the Approved City Sites, the location of any utilities or City works thereon, the stability or state of the soil thereon, or the suitability of the Approved City Sites for any business, activity or purpose whatsoever. The City shall not be obliged to furnish any services or facilities or to make repairs or alterations in or to the Approved City Sites.

10. No Damage

Supplier shall, at Supplier's cost:

- a. perform due diligence prior to working at Approved City Sites, and not permit or suffer waste or injury to the Approved City Sites or any part thereof;
- b. will not use or occupy or permit to be used or occupied the Approved City Sites or any part thereof for any unlawful purpose;
- c. maintain the Approved City Sites in a sanitary, neat, tidy and safe condition and free from nuisance at all times;
- d. not release, dump, spill or place, or allow to be released, dumped, spilled or released on the Approved City Sites any waste or hazardous waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act, 1999* (Canada), as amended) or any matter

which the British Columbia Ministry of Environment considers a risk to the environment or to human health; and

- e. repair any damage caused to the Approved City Sites as a result of Supplier's use as contemplated under this Licence and restore the Approved City Site to its original condition to the satisfaction of the City Engineer as per Schedule G (Operations).

11. Builder's Liens

Subject to the PBS Agreement, Supplier shall not permit any builders or similar liens, charge or encumbrance to be registered on title to the Approved City Sites. If any such liens, charge or encumbrance are registered on title to the Approved City Sites, Supplier shall immediately pay into court or otherwise the amount required to discharge same.

12. Licence only - No interest in land

It is the express intention of the City and Supplier that the granting of this Licence will not create between the City and Supplier a landlord and tenant relationship. It is specifically agreed that this Agreement does not grant an interest in land to Supplier.

13. Miscellaneous

This Licence forms an integral part of the PBS Agreement. Without limiting the generality of the foregoing, Article 11 (Liability and Insurance) and Article 18 (Miscellaneous) in particular of the PBS Agreement are hereby incorporated by reference into this Licence.

(Signature page follows immediately)

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories.

VANCOUVER BIKE SHARE INC.

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Signature

Print Name and Title

Signature

Print Name and Title

EXHIBIT A
LIST OF APPROVED CITY SITES

February 19, 2016

Attention: Josh Squire, CEO, Vancouver Bike Share Inc.

RE: Supply Agreement for a Public Bicycle System in the City of Vancouver to be entered into on this date between Vancouver bike Share Inc. (the "Supplier") and the City of Vancouver (the "PBS Agreement")

Dear Mr. Squire,

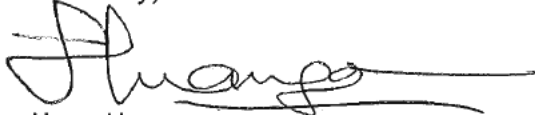
In connection with the PBS Agreement to be entered into on this date, we would like to obtain your agreement to provide to the City the required insurance certificates in the form attached to confirm the Supplier's ability to satisfy the insurance requirements set out in the PBS Agreement.

Please execute below to confirm that the Supplier has read and understands the Insurance Requirements listed in the attached Schedule S and agrees to comply with the listed requirements. Please note that these requirements were set out in the Form of Agreement in the RFP and will be attached as Schedule S to the PBS Agreement.

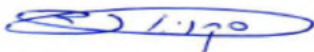
Your execution will also confirm that the Supplier agrees to purchase the required coverage and provide the attached Certificates as proof of insurance, signed by your broker, prior to the commencement of any work on the Vancouver Public Bicycle System as contemplated in the PBS Agreement.

If you agree with the above, please execute below.

Sincerely,



Huan Ngo
Category Manager, City of Vancouver



Josh Squire, CEO
Vancouver Bike Share Inc.

SCHEDULE S INSURANCE

1. **General:** Supplier will, prior to commencing any of its Supply obligations on any Site (the "Insurance Deadline"), have all insurance required hereunder in effect and Supplier will ensure continuous insurance coverage in the manner, form, and limits required hereunder throughout the term of the Agreement.
2. **Commercial General Liability Insurance:**
 - a. Supplier will maintain Commercial General Liability Insurance covering Supplier as a named insured in the amount of at a minimum of \$10,000,000 per occurrence and a minimum of \$10,000,000 annual aggregate. The use of an Excess or Umbrella policy will be allowable to meet the limit. Such insurance will protect the City and Supplier from claims for property damage and bodily injury, including death, that may arise from any of the operations under this Agreement. Such insurance will cover, inter alia, products liability. Coverage under this insurance will be on a broad form acceptable to the City's Director of Risk Management, and will be "occurrence" based rather than "claims-made"; and
 - b. Such Commercial General Liability Insurance and any Umbrella and Excess Insurance will name the City, together with its Representatives, as additional insureds.
3. **Professional Liability Insurance:**
 - a. Supplier will maintain and submit evidence of Professional Liability Insurance appropriate to the types of such services to be provided under this Agreement in the amount of at least \$1,000,000 per claim. The policy or policies will include an endorsement to cover the assumed liability by Supplier in providing professional services under this Agreement and arising out of the negligent acts, errors or omissions of Supplier or anyone employed by Supplier.
 - b. All Subcontractors of Supplier providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available will also maintain such insurance in the amount of at least \$1,000,000 per claim, and Supplier will provide to the City, at the time of the request for Subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the City.
 - c. Claims-made policies will be accepted for Professional Liability Insurance. All such policies will have an extended reporting period option or automatic coverage of not less than two (2) Years. If available as an option, Supplier will purchase extended reporting period coverage effective on the cancellation or termination of such insurance, unless a new policy is secured with a retroactive date, including at least the last policy Year.

4. **Workers' Compensation:** Full WorkSafeBC coverage as required pursuant to the *Workers Compensation Act* (British Columbia) must be maintained by Supplier for all of its workers carrying out the Supply.
5. **Employee Dishonesty Insurance:** Employee Dishonesty Insurance covering the loss of money, securities and other property, which Supplier and the City may sustain, to an amount of not less than \$200,000 aggregate any one loss, resulting directly from fraudulent or dishonest acts committed by an employee of Supplier, acting alone or in collusion with others.
6. **Motor Vehicle Liability Insurance:** Supplier will maintain Motor Vehicle Liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage and Excess or Umbrella Liability insurance to raise the aggregate coverage to a minimum of \$5,000,000 per accident for liability arising out of the ownership, maintenance or use of any owned, non-owned, or hired motor vehicles used in connection with the Supply.
7. **General Requirements:** All policies must be written with companies licenced to do business in British Columbia with a financial rating of VIII or better and a policyholder's rating of A- or better in the latest edition of Best Rating Guide on Property and Casualty Insurance Companies.
 - a. All insurance policies will be primary (and non-contributing) to any insurance or self-insurance maintained by the City.
 - b. Supplier will be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
 - c. There will be no self-insurance program with regard to any insurance required under this Section, unless approved in writing by the City's Director of Risk Management. Any such self-insurance program will provide the City with all rights that would be provided by traditional insurance required under this Section, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies.
 - d. The City's limits of coverage for all types of insurance required under this Section will be the greater of (i) the minimum limits set forth in this Section, or (ii) the limits provided to Supplier as a named insured under all primary, excess, and umbrella policies of that type of coverage.
8. **Proof of Insurance:**
 - a. For Workers' Compensation, Supplier will provide the City with its WorkSafeBC registration number prior to the Insurance Deadline.
 - b. For each policy required under this Agreement, except for Workers' Compensation coverage, Supplier will file a certificate of insurance with the

City prior to the Insurance Deadline. All Certificates of Insurance will (a) be in a form acceptable to the City's Director of Risk Management and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits;, and (b) be accompanied by the endorsement in Supplier's general liability policy by which the City and its Representatives have been made additional insureds, (c) contain the insurer's agreement to send renewal Certificates of Insurance and all other notices to both the City and Supplier, (d) contain the insurer's agreement that the required insurance will not be cancelled or endorsed to reduce Limits of Liability without thirty (30) days prior notice in writing by Registered Mail to the City; should the required insurance be endorsed to restrict coverage midterm, prior notice of the restriction will be provided in writing by Registered Mail to the City no later than the effective date of such change, and (e) that the policy is primary coverage and any other insurance carried by the City is secondary so that any secondary policies will only be drawn on after exhausting the coverage under the primary coverage.

- c. Certificates of insurance confirming renewals of insurance will be submitted by Supplier or its insurance broker to the City's Director of Risk Management and the City Engineer prior to the expiration date of coverage of policies required under this Schedule. Such certificates of insurance will comply with the requirements of Section 8(b), as applicable.
- d. Supplier will provide the City with a copy of any policy required under this Section within 3 Days of a demand for such policy by the City's Director of Risk Management.
- e. Acceptance by the City of a certificate or a policy does not excuse Supplier from maintaining policies consistent with all provisions of this Schedule (and ensuring that Subcontractors maintain such policies) or from any liability arising from its failure to do so.
- f. In the event Supplier receives any notice from an insurance company or other person that any insurance policy required under this Schedule will expire or be cancelled or terminated for any reason, Supplier will immediately forward a copy of such notice to the City.

9. **Miscellaneous:**

- a. Whenever any notice of any loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Schedule, Supplier will provide the insurer with timely notice of same on behalf of the City. Such notice will be given even where Supplier may not have coverage under such policy (for example, where one of Supplier's employees was injured). Such notice will expressly specify that "this notice is being given on behalf of the City of Vancouver as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and, the title of

the claim or suit, if applicable. Supplier will simultaneously send a copy of such notice to the City's Director of Risk Management and the City Engineer. If Supplier fails to comply with the requirements of this paragraph, then Supplier will indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorney's fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

- b. Supplier's failure to maintain any of the insurance required by this Schedule will constitute a breach of a material obligation under this Agreement. Such breach will not be waived or otherwise excused by any action or inaction by the City at any time.
- c. Insurance coverage in the minimum amounts required in this Schedule will not relieve Supplier or its Subcontractors of any liability under this Agreement, nor will it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or applicable Law.
- d. Supplier waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Schedule (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of Supplier or its Subcontractors in the performance of this Agreement.
- e. In the event Supplier requires any Subcontractor to procure insurance with regard to any operations under this Agreement and requires such Subcontractor to name Supplier as an additional insured under such insurance, Supplier will ensure that such entity also names the City, including the City's Representatives, as additional insureds.

INSURANCE CERTIFICATES



LIABILITY INSURANCE CERTIFICATE

Section 7 b) – City staff to select the required # of days Written Notice before sending out for completion
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]

BUSINESS TRADE NAME OR DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE _____

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following coverages:

- ✓ Personal Injury
- ✓ Employees as Additional Insureds
- ✓ Cross Liability or Severability of Interest support of property
- ✓ Contingent Employer's Liability
- ✓ Blanket Contractual Liability
- ✓ Broad Form Products & Completed Operations
- ✓ Broad Form Property Damage Incl. Loss of Use
- ✓ Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- ☐ Sudden & Accidental Pollution Liability
- ☐ Host Liquor Liability
- ☐ Abuse/Molestation Coverage
- ☐ Advertising Liability
- ☐ Volunteers as Additional Insured
- ☐ Members as Additional Insured
- ☐ Injury to Participants
- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 12 months Completed Operations
- ☐ 24 months Completed Operations

INSURER: _____ POLICY NUMBER: _____

POLICY PERIOD: FROM: _____ To: _____

LIMITS OF LIABILITY (Bodily Injury and Property Damage Inclusive):

Per Occurrence \$ _____ Aggregate \$ _____

Deductible Per Occurrence \$ _____ All Risk Tenants' Legal Liability \$ _____

4. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

Form APV-47.

LIMITS OF LIABILITY:

Combined Single Limit: \$ _____

If vehicles are insured by ICBC, complete and provide

5. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE Limits of Liability (Bodily Injury and Property Damage Inclusive) -

INSURER: _____ Per Occurrence \$ _____

POLICY NUMBER: _____ Aggregate \$ _____

POLICY PERIOD: From _____ to _____ Self-Insured Retention \$ _____

6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

7. POLICY PROVISIONS

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
- b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
- c) *The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Date



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED: *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

3. PROFESSIONAL LIABILITY INSURANCE

		LIMITS OF LIABILITY:	
INSURER: _____		Per occurrence/claim:	\$ _____
POLICY NUMBER: _____		Aggregate:	\$ _____
POLICY PERIOD: From _____ to _____		Deductible per occurrence/claim:	\$ _____
If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____			

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

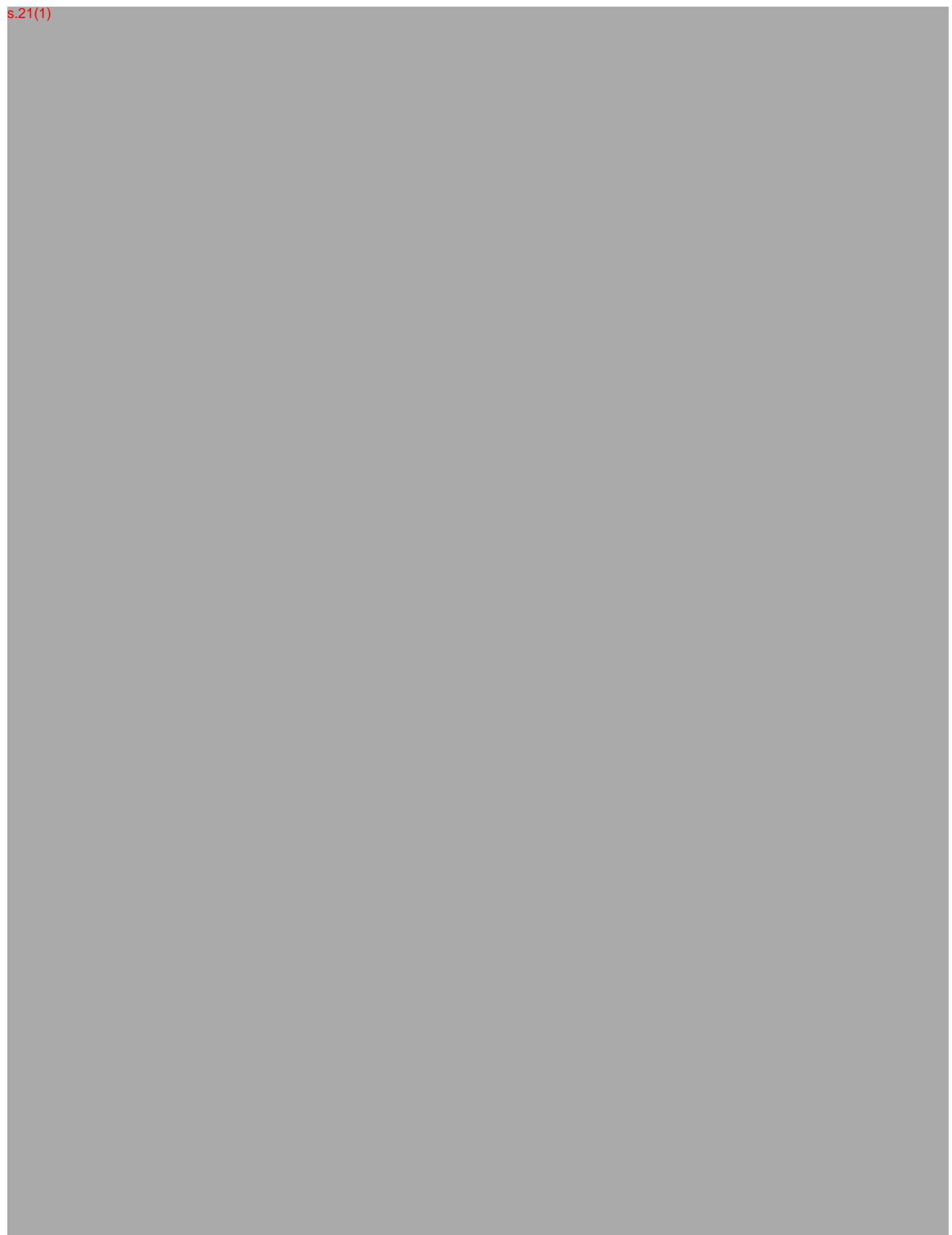
SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

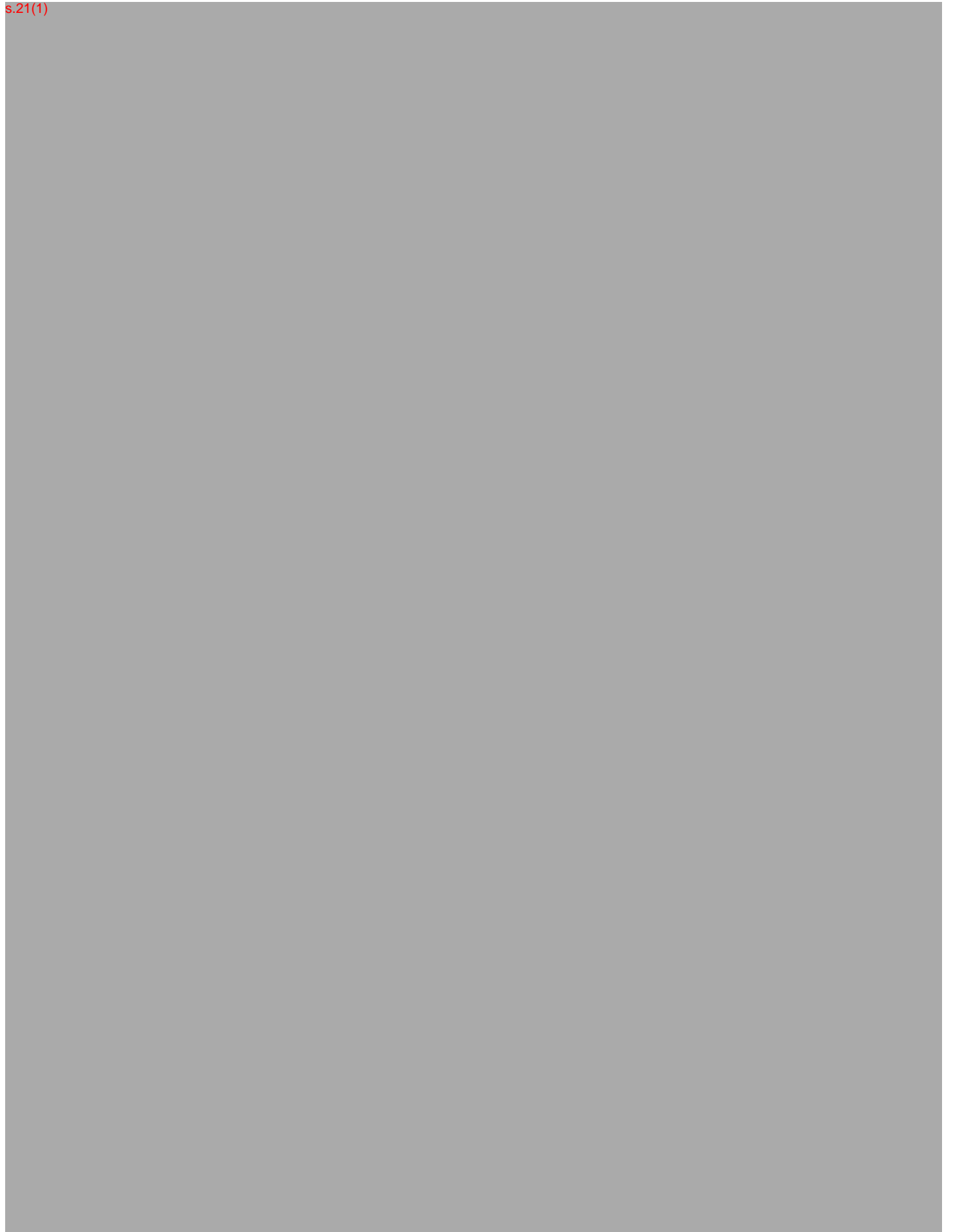
PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

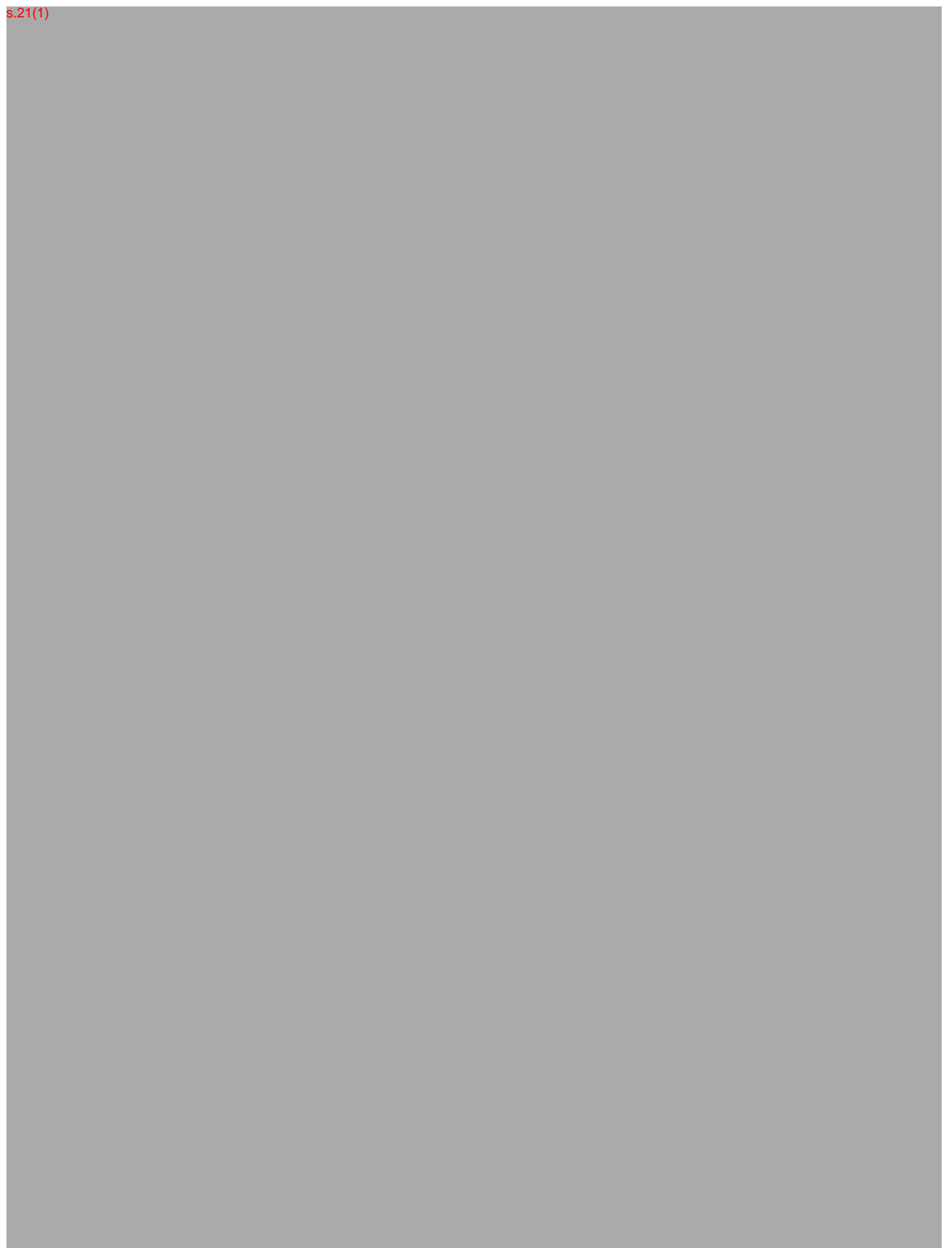
Dated: _____

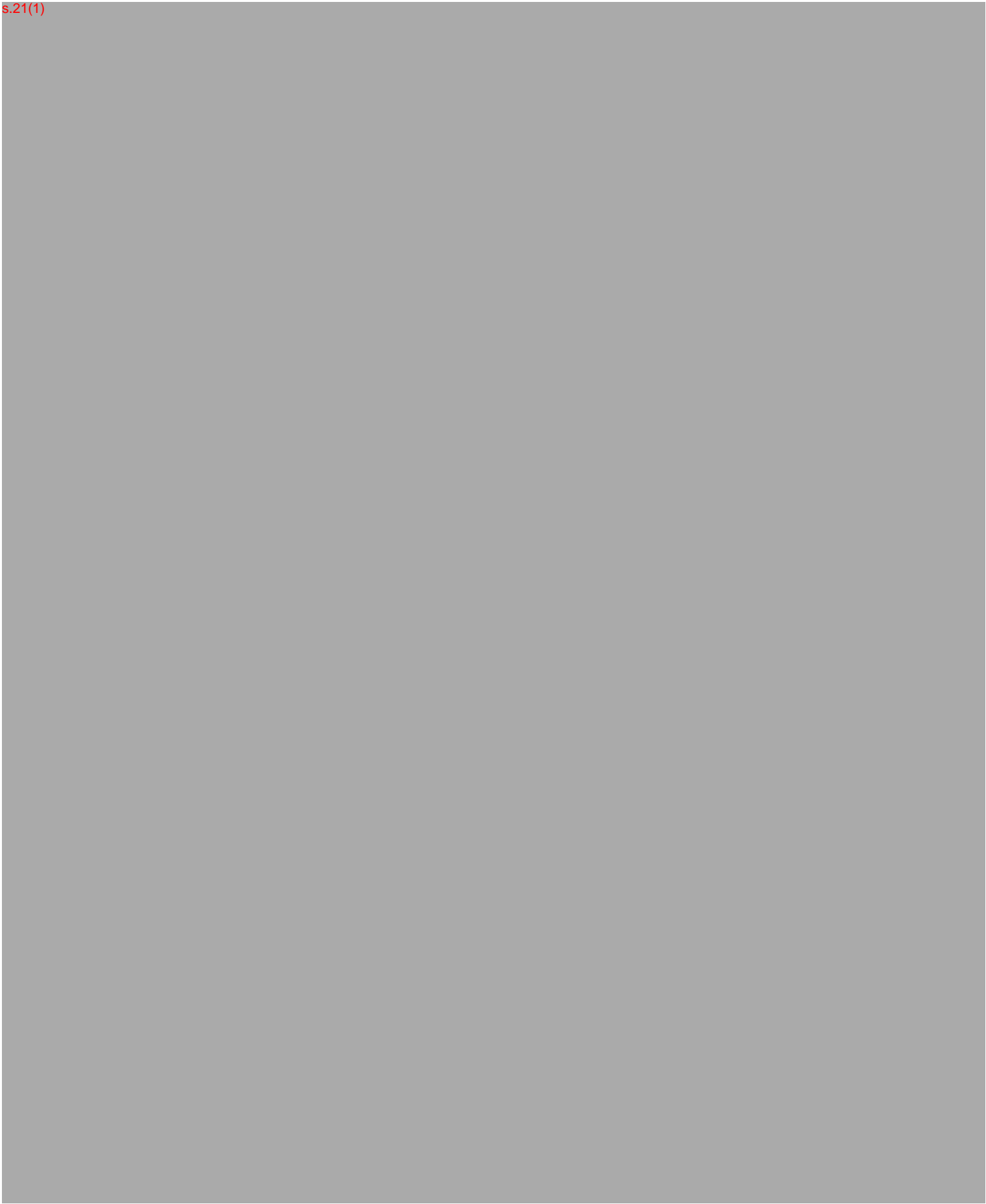














SCHEDULE U

Schedule U has been intentionally deleted.

SCHEDULE V

Schedule V has been intentionally deleted.

SCHEDULE W

Schedule W has been intentionally deleted.

**SCHEDULE X
PERMITTED SUBCONTRACTORS**

Subcontractor	Category of Service/Product
Cyclehop LLC 1631 Colorado Avenue Santa Monica, CA 90404	Management, Operations, Services, Technology, Marketing & Sales
Smoove SAS 65 Impasse des Trois Pointes, 34980 Saint Gely du Fesc, France	Equipment & Technology Supplier
Precise ParkLink Inc 6993 Antrim Avenue Burnaby, BC V5J 4M5	Equipment & Technology Supplier
Score Marketing Inc 4129 Dundas Street Burnaby, BC V5C 1A9	Sponsorship Sales & Marketing
Third Wave Cycling Group 3303-1033 Marinaside Crescent Vancouver, BC V6Z 3A3	Planning & Outreach
HUB Cycling 1-828 W 8 th Avenue Vancouver, BC V5Z 1E3	Public Outreach
Bell Helmets 5550 Scotts Valley Drive Scotts Valley, CA 95066	Helmet Supplier
Kranium Design 1009 North Coast Highway Oceanside, CA 92003	Helmet Vending & Helmet Supplier

SCHEDULE Y

Schedule Y has been intentionally deleted.

SCHEDULE Z INTELLECTUAL PROPERTY

Each capitalized term used in this schedule and not expressly defined in this schedule shall have the meaning given to it in the Agreement.

1. PBS IP

“PBS IP” refers to and shall have the same meaning as the “City-Owned PBS Assets” as defined in the Agreement.

- a. During the term of the Agreement, the City, as owner of the PBS IP, hereby grants Supplier a royalty-free and exclusive (subject only to the qualifications set out in this schedule) licence to use, develop, create, make, market, promote, distribute, sell goods and services and sublicense the PBS IP solely in connection with the operation of the PBS. Supplier, as licensee, shall only use the PBS IP for the operation of the PBS. Supplier shall do the foregoing at its risk and expense and use commercially reasonable efforts to protect the PBS IP.
- b. Supplier shall determine, in consultation with the City, which of the PBS IP elements to use for the PBS. For example, if Supplier has engaged one or more sponsors, Supplier may choose to use certain Sponsor IP developed by the sponsor or co-developed between Supplier and the sponsor.
- c. Supplier shall, in exercising its licence rights in respect of the PBS IP, comply with reasonable quality control measures required by the City and consult the City in a timely and meaningful manner. Supplier shall obtain the prior written approval of the City in respect of (i) the colour scheme to be used for the PBS bikes, docks and stations, and (ii) the PBS name and the name of PBS stations, if applicable.
- d. If Supplier has engaged one or more PBS sponsors, the City agrees to grant such sponsors the same or similar licence rights to the PBS IP as granted to Supplier subject to any limitations as may be agreed between the City and Supplier at such time.
- e. Supplier agrees that any intellectual property in the nature of the PBS IP that is made, created or developed directly or indirectly by Supplier during the term of the Agreement in connection with the PBS shall be deemed PBS IP, the City shall own all such intellectual property and the licence hereby granted by the City to Supplier in respect to the PBS IP shall also apply to such intellectual property.
- f. In using, making, creating or developing PBS IP, Supplier shall comply with the sponsorship guidelines set out in Schedule N of the Agreement and consult with the City to ensure the overall PBS IP adheres to certain common attributes.

- g. The City may, directly or indirectly, make, create or develop PBS IP. If the City does this, it shall consult Supplier to ensure the overall PBS IP adheres to certain common attributes. Any such PBS IP shall also be subject to the licence hereby granted by the City to Supplier.
- h. Upon the termination of the Agreement, the licence granted hereby shall also terminate and Supplier shall (i) cease using the PBS IP, and (ii) deliver to the City all documents and information relating to the PBS IP (regardless of the form of media on which such information may be stored) and, if applicable and at Supplier's expense, transfer and assign any registrations, accounts or the like relating to the PBS IP to the City.

2. City IP

"City IP" refers to certain of the City's official marks, trademarks, logos, service marks and other City owned Intellectual Property Rights as determined by the City to be appropriate for use in connection with the PBS.

- a. During the term of the Agreement, the City hereby grants Supplier a royalty-free and non-exclusive licence to use, market, promote, distribute and sell goods and services incorporating the City IP solely in connection with the operation of the PBS.
- b. Supplier shall, in exercising its licence rights in respect of the City IP, comply with reasonable quality control measures required by the City and obtain the prior written approval of the City prior to using the City IP.
- c. If Supplier has engaged one or more PBS sponsors, the City agrees to grant such sponsors the same licence rights to the City IP as granted to Supplier subject to any limitations determined by the City at such time.
- d. The City may suspend or revoke the licence granted hereby in respect of one or more City IP if in the City's opinion, acting reasonably, the use of such City IP is inconsistent with the City's quality control measures or any City policy or practice in respect of the City IP.
- e. Upon the termination of the Agreement, the licence granted hereby shall also terminate and Supplier shall (i) cease using the City IP, and (ii) deliver to the City all documents and information relating to the City IP (regardless of the form of media on which such information may be stored).

3. Sponsor IP

"Sponsor IP" refers to the trademarks, logos, servicemarks and other intellectual property of a sponsor engaged by Supplier and licenced by such sponsor to Supplier for use in connection with the PBS pursuant to the terms of a sponsorship agreement entered into by Supplier and such sponsor. Sponsor IP

may include certain intellectual property developed by the sponsor, or co-developed by the sponsor and Supplier, for the PBS.

- a. During the term of the Agreement, Supplier shall use its best efforts to obtain for the benefit of the City a royalty-free and non-exclusive licence from the sponsor to the City to use, market, promote, distribute and sell goods and services incorporating the Sponsor IP solely in connection with the marketing or promotion of the PBS.
- b. The City shall, in exercising its licence rights in respect of the Sponsor IP, comply with reasonable quality control measures required by the Sponsor.
- c. Sponsor IP, whether developed by a sponsor or co-developed by a sponsor and Supplier, will be owned by sponsor unless otherwise agreed among the sponsor, Supplier and the City.

4. CycleHop / Smoove IP

"CycleHop / Smoove IP" refers to the trademarks, logos, servicemarks and other Intellectual Property Rights of Supplier or Smoove, as the case may be.

- a. During the term of the Agreement, CycleHop and Smoove hereby grant the City a royalty-free and non-exclusive licence to use the CycleHop / Smoove IP solely in connection with marketing, promotion, distributing and selling goods and services incorporating the CycleHop / Smoove IP solely in connection with the PBS.
- b. The City shall obtain the prior approval of Supplier or Smoove prior to using the CycleHop / Smoove IP belonging to either party.
- c. Either Supplier or Smoove may suspend or revoke the licence granted hereby in respect of one or more CycleHop / Smoove IP if in its opinion, acting reasonably, the use of such CycleHop / Smoove IP is inconsistent with its quality control measures or any corporate policy or practice in respect of the CycleHop / Smoove IP.
- d. Upon the termination of the Agreement, the licence granted hereby shall also terminate and the City shall (i) cease using the CycleHop / Smoove IP, and (ii) deliver to the applicable party all documents and information relating to the CycleHop / Smoove IP (regardless of the form of media on which such information may be stored).

**SCHEDULE AA
GUARANTEE**

THIS GUARANTEE is made as of the 22nd day of February, 2016.

BETWEEN:

CITY OF VANCOUVER

(hereinafter referred to as "Beneficiary")

AND:

CYCLEHOP, LLC

(hereinafter referred to as the "Guarantor")

WHEREAS:

- (A) The Beneficiary and Vancouver Bike Share Inc. (the "Supplier") entered into a PBS Agreement dated of even date for the supply, implementation and operation of a public bicycle system in the City of Vancouver, (the "PBS Agreement"); and
- (B) At the request of the Beneficiary, and as a condition of the PBS Agreement, the Guarantor, of which the Supplier is a wholly-owned subsidiary, has agreed to guarantee the punctual and complete performance of all the material obligations and liabilities of Supplier under or arising out of the PBS Agreement (the "Guaranteed Obligations").

THEREFORE IN CONSIDERATION OF THE PAYMENT of ten (\$10.00) dollars by the Beneficiary to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed), including the Beneficiary entering into the PBS Agreement with Supplier, the parties agree as follows:

- (1) The Guarantor absolutely, irrevocably and unconditionally guarantees to the Beneficiary the punctual and complete performance and observance of all of the Guaranteed Obligations whenever, however or wherever incurred during the term specified in clause (3). If at any time Supplier defaults in the performance of any of the Guaranteed Obligations in accordance with the PBS Agreement, the Guarantor shall, immediately upon Beneficiary's written demand, remedy the default by performing (or procuring the performance of) Supplier's Guaranteed Obligations and/or by paying any and all sums that may be payable under the PBS Agreement in consequence of the non-performance or non-payment by Supplier of such Guaranteed Obligations.
- (2) The Guarantor agrees to pay the Beneficiary, forthwith upon demand, all out-of-pocket costs and expenses, including, without limitation, legal fees on a solicitor and client basis, incurred by or on behalf of the Beneficiary in connection with the Beneficiary successfully enforcing any of its rights against Supplier or the Guarantor in respect of the Guaranteed Obligations.
- (3) This Guarantee is a continuing guarantee and shall apply to all of the Guaranteed Obligations and remain in place until the date the PBS Agreement is terminated or expires by its terms, at which time this Agreement shall be deemed terminated and of no further force and effect.

- (4) The Beneficiary shall not be bound to seek or exhaust its recourse against Supplier or any other persons or to realize on any security (including, without limitation, any letters of credit it may hold in respect of the Guaranteed Obligations) before being entitled to exercise its rights under this Guarantee but must have a reasonable belief that it would not be successful in doing so were it to exercise its recourse against Supplier. However, the Beneficiary shall not be entitled to enforce its rights and claims under this Guarantee with respect to a Guaranteed Obligation to the extent such Guaranteed Obligation has already been satisfied through other security held by the Beneficiary in respect of the Guaranteed Obligations.
- (5) Subject to clause (2) and clause (11), nothing herein shall be construed as imposing greater obligations and liabilities on the Guarantor than are imposed on Supplier under the PBS Agreement. The Guarantor shall be entitled to all defences, limitations and exclusions available to Supplier under the PBS Agreement.
- (6) This Guarantee shall extend to any variation of or amendment to the PBS Agreement and to any agreement supplemental thereto agreed between the Beneficiary and Supplier unless it is otherwise modified in writing by the Parties.
- (7) The Beneficiary may, at its election, exercise or decline to exercise any right or remedy it may have against Supplier or any other person liable on or in respect of the Guaranteed Obligations, or any security held from Supplier or any other person in respect of the Guaranteed Obligations, without affecting or impairing the liability of the Guarantor, and the Guarantor hereby waives any defence arising out of the absence, impairment or loss of any such security or right of reimbursement, contribution or subrogation.
- (8) The Beneficiary will have the right, in its discretion, to proceed directly against the Guarantor for any and all remedies provided by law, equity or in the PBS Agreement whether by legal proceedings or otherwise, to have the Guarantor fulfil the Guaranteed Obligations.
- (9) Until the Guaranteed Obligations have been fully and completely performed; or this Guarantee has otherwise expired or the Parties reach mutual agreement in writing, and subject to fulfilment of the requirements of this Guarantee, the Guarantor shall not be released or discharged from its obligations hereunder by any matter or thing whatsoever that would otherwise release or discharge a guarantor. Without limiting the generality of the foregoing, the Guarantor expressly agrees that none of the following circumstances or actions, whether taken by or occurring in respect of Supplier, the Beneficiary or the Guarantor, shall in any way release, affect or impair the obligations and liabilities of the Guarantor hereunder:
- (a) voluntary or involuntary liquidation, dissolution, consolidation or merger (or the sale or other disposition of all or part of a party or its assets);
 - (b) bankruptcy, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt, or other similar proceeding affecting a party or any of its assets;
 - (c) the invalidity or unenforceability of any security, bond, third party guarantees, or other assurances intended to be granted or provided by Supplier to the Beneficiary under the PBS Agreement;
 - (d) the failure of the Beneficiary to take, protect or preserve any rights, security or similar assurance in relation to the PBS Agreement, from Supplier, or the loss, diminution or

unenforceability or impossibility to realize or abstention from realization of any such right, security or similar assurance, whether or not caused or resulting from any act or omission of the Beneficiary or any person acting for the Beneficiary;

- (e) any other occurrence or circumstance whatsoever, whether similar or dissimilar to the foregoing, any other circumstance that might otherwise constitute any legal or equitable defence or discharge of the obligations and/or liabilities of Supplier or the Guarantor or that might otherwise limit recourse against the Guarantor; and
- (f) if, with or without the Guarantor's knowledge or consent, any one or more of the following occur:
 - (1) any modifications of the PBS Agreement, made by agreement of Supplier and the Beneficiary;
 - (2) any waivers by the Beneficiary or Supplier of any terms, provisions, conditions or obligations under the PBS Agreement;
 - (3) any assignment or the making of any assignment of the PBS Agreement as may be permitted under the PBS Agreement;
 - (4) any failure by the Beneficiary to enforce any provision of the PBS Agreement against Supplier; or
 - (5) any other granting of extensions or time, renewals, indulgences, waivers, releases or discharges, or the making of any compromises or transactions or arrangements, regarding the PBS Agreement.
- (10) Until the Guaranteed Obligations have been fully and completely performed or this Guarantee has otherwise expired, the Guarantor shall not be subrogated in any manner to any right of the Beneficiary.
- (11) If the Guarantor or any other person is required by law to make any deduction or withholding on account of any tax from any sum paid or payable by the Guarantor under this Guarantee, the sum payable by the Guarantor in respect of which the relevant deduction, withholding or payment is required shall (except, in the case of any such payment, to the extent that its amount is not ascertainable when that sum is paid) be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Beneficiary receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been required or made.
- (12) Neither the Guarantor's obligations under this guarantee nor any right or remedy for the enforcement thereof shall be impaired, stayed, modified, changed or released in any manner whatsoever by any order, stay, modification, release or limitation in regard to Supplier or the Guarantor resulting from the operation or effect of any provision of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up Act* (Canada) or other statute, code or laws of any jurisdiction relating to debtor relief or relating to the release of the obligations of the Guarantor hereunder, or from the decision of any court or authority interpreting any of the same, and the Guarantor shall be obligated under this guarantee as if no such order, stay, modification, release or limitation had occurred.

- (13) This Guarantee is provided in conjunction with and forms an integral part of the PBS Agreement. Should there be any conflict between the terms of this Agreement and the terms of the PBS Agreement, the terms of this Guarantee shall prevail. There are no representations, agreements, arrangements or undertakings, oral or written, between the Guarantor and the Beneficiary relating to the subject matter of this Guarantee which are not fully expressed herein or in the PBS Agreement.
- (14) No amendment to this Guarantee shall be valid or binding unless set forth in writing and duly executed by each of the Beneficiary and the Guarantor. No waiver of any breach by the Guarantor of any provision of this Guarantee shall be effective or binding unless made in writing and signed by the Beneficiary and, unless otherwise provided, shall be limited to the specific breach waived.
- (15) This Guarantee is in addition to and not in substitution for any other undertakings, securities and guarantees held or which may be held by or for the benefit of the Beneficiary, including without limitation any performance bonds, letters of credit, financial holdbacks under the PBS Agreement, and guarantees from any other parties.
- (16) The Guarantor shall promptly and with all due diligence perform its obligations under this Guarantee.
- (17) All notices or other communications in connection with this Guarantee shall be served in accordance with the notice provisions of the PBS Agreement.
- (18) The Beneficiary and the Guarantor may change their respective nominated addresses for service of communications to another address but only by prior written notice to each other. All such communications must be in writing.
- (19) This Guarantee shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns.
- (20) Whenever possible, each provision of this Guarantee shall be interpreted in such manner as to be effective, enforceable and valid under British Columbia law, and Canadian law to the extent applicable, but if any provision of this Guarantee shall be found to be illegal, ineffective, invalid or unenforceable under such law, it shall be deemed severed from this Guarantee to the extent of such illegality, ineffectiveness, invalidity or unenforceability without effect on any of the remaining provisions of this Guarantee.
- (21) This Guarantee shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (22) If at any time any dispute or difference shall arise between the Beneficiary and the Guarantor in connection with this Guarantee, the dispute shall be referred to and finally resolved by arbitration under the applicable rules of the British Columbia International Commercial Arbitration Centre. The arbitration shall be conducted in the English language and before a single arbitrator.
- (23) The Guarantor represents and warrants throughout the term of the PBS Agreement that:
- (a) it is duly organized and validly existing under the laws of its jurisdiction of organization;

- (b) it has the power, authority and legal right to execute and deliver, and to perform its obligations under, this Guarantee, and has taken all necessary action to authorize its execution, delivery and performance of this Guarantee, and this Guarantee has been duly executed by it;
- (c) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor;
- (d) the execution, delivery and performance of this Guarantee shall not violate or result in default under any applicable law, rule or regulation or any judgement, order, decree, agreement, instrument or undertaking applicable to the Guarantor;
- (e) Supplier is a wholly-owned subsidiary of Guarantor and Guarantor directly or indirectly derives a benefit from the Beneficiary entering into the PBS Agreement with Supplier;
- (f) it has the financial equity to carry out its obligations under this Guarantee; and
- (g) it owns or operates, directly or through subsidiaries, other public bike share systems in North America and other countries (if applicable at such time).

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the day and year first above written.

CYCLEHOP, LLC

By: _____
Authorized Signatory
Josh Squire, CEO, CycleHop, LLC

SCHEDULE BB
GENERAL SECURITY AGREEMENT

1. **Grant of First-Ranking Security Interest.** **Vancouver Bike Share Inc.** (the “**Grantor**”), having its registered and records office at Suite 1100, 736 Granville Street, Vancouver, BC, V6Z 1G3, as continuing security for the repayment and the performance of each of the Obligations (as defined herein) of the Grantor to **the City of Vancouver** (the “**Secured Party**”) having an office at 453 West 12th Avenue, Vancouver, BC, V5Y 1V4, grants to the Secured Party, a continuing, specific and fixed mortgage, charge and assignment of, and security interest in, all of the Grantor’s present and after-acquired personal property, and all proceeds and personal property in any form derived directly or indirectly from any dealing with the Collateral (as defined herein) or any part thereof and all proceeds of proceeds and any part thereof (provided the aggregate value of the foregoing for the purpose of the security granted hereunder shall not exceed Five Million Canadian Dollars (CAD\$5,000,000.00) pursuant to the reduction schedule set forth in Section 6(b)(i)-(ii) herein). The security interest granted hereunder shall be a first-ranking security interest subject only to the terms of a Supply Agreement of even date entered into by, among other parties, the Secured Party and the Grantor for the supply, implementation and operation of a public bicycle system in the City of Vancouver (the “**PBS Agreement**”).
2. **Floating Charge.** As continuing security for the repayment and performance of each of the Obligations (as defined herein), the Grantor grants a floating charge to the Secured Party on all the Grantor’s interest in personal, real, immovable and leasehold property (provided the aggregate value of the foregoing for the purpose of the security granted hereunder shall not exceed Five Million Canadian Dollars (\$5,000,000.00) pursuant to the reduction schedule set forth in Section 6(b)(i)-(ii) herein) both present and future, other than such as are validly and effectively charged under Section 1 or excluded under Section 3. The floating charge created by this Security Agreement shall become a fixed charge when the Secured Party proceeds to enforce payment of the Obligations.
3. **Exclusions.** The last day of any term reserved by any lease now held or hereafter acquired by the Grantor is hereby excepted out of the security interests, mortgages and charges created hereby. The Grantor shall assign and dispose of the same in such manner as the Secured Party may from time to time direct in writing.
4. **Collateral.** The property, assets, rights and undertaking charged hereunder, including all of such Accessions, Accounts, Chattel Paper, Documents of Title, Goods, Instruments, Intangibles, Inventory, Proceeds, Investment Property, and Securities together with all increases, additions, improvements and accessions thereto, and all substitutions or any replacements thereof are, unless otherwise specified, herein referred to as the “**Collateral**” (provided the aggregate value of the foregoing for the purpose of the security granted hereunder shall not exceed Five Million Canadian Dollars (CAD\$5,000,000.00) pursuant to the reduction schedule set forth in Section 6(b)(i)-(ii) herein). For the avoidance of doubt, Collateral as defined shall exclude any money in Grantor’s possession or revenues generated by the PBS.
5. **Defined Terms.** Unless the context otherwise requires or unless otherwise specified, all the terms used herein without initial capitals which are defined in the British Columbia *Personal Property Security Act*, R.S.B.C. 1996, c. 359 or the regulations thereunder, as they may be amended, restated or replaced by successor legislation of comparable effect (collectively, the “**PPSA**”), have the same meaning herein as in the PPSA.
6. **Obligations Secured.** The Collateral constitutes and shall constitute continuing security for the following obligations (collectively, the “**Obligations**”) of the Grantor to the Secured Party:

- (a) **Indebtedness.** The prompt payment, as and when due and payable, of all amounts now or hereafter owing by the Grantor to the Secured Party not to exceed Five Million Canadian Dollars (CAD\$5,000,000.00) pursuant to the reduction schedule set forth in Section 6(b)(i)-(ii) herein, including by way of guarantee or indemnity, whether now existing or hereafter incurred, matured or unmatured, direct, indirect, joint or several, or contingent including any extensions and renewals thereof, and all future advances and re-advances; and
- (b) **Performance of Agreements.** The strict performance and observance by the Grantor of all agreements, warranties, representations, covenants and conditions of the Grantor made pursuant to this Security Agreement or any other agreement between the Grantor and the Secured Party all as now in effect or as hereafter entered into or amended,

provided that the dollar value of the Obligations secured by this Security Agreement and the value of corresponding Collateral shall be limited as follows:

- (i) upon the initial grant and entering into of this Security Agreement, the value of the Obligations secured shall not exceed Five Million Canadian Dollars (CAD\$5,000,000.00); and
- (ii) commencing on the first anniversary of the commencement of the 5 year Operational Period (as defined in the PBS Agreement) and on each subsequent anniversary thereof, provided the PBS Agreement is still then in effect, the value of the Obligations secured shall be reduced by One Million Canadian Dollars (CAD\$1,000,000.00) such that by the end of the five year Operational Period, the value of the Obligations secured shall be zero and, consequently, this Agreement shall automatically terminate on the date of termination of the PBS Agreement and be of no further force or effect.
- (iii) In the event that Supplier exercises its rights in accordance with Section 3.11(e) of the PBS Agreement and refunds the City's contribution, there shall be a corresponding reduction to the value of the Obligations secured such that, in the event of a full repayment, the value of the Obligations secured shall be zero and, consequently, this Agreement shall automatically terminate on the date of payment.

7. **Change of Business and Names.** The Grantor agrees not to change its places of business or change its name or any name under which it carries on business without giving to the Secured Party 20 day's prior written notice of the change.

8. **Covenants Regarding Collateral.** Unless compliance with the following covenants is waived by the Secured Party in writing or unless non-compliance with any such covenants is otherwise consented to by the Secured Party by written agreement with the Grantor, the Grantor covenants and agrees with the Secured Party that it shall:

- (a) keep the Collateral in good order, condition and repair in accordance with the terms of the PBS Agreement, subject to normal wear and tear;
- (b) carry on and conduct its business in a proper and efficient manner so as to protect and preserve the Collateral;

- (c) pay when due all amounts which are payable by it howsoever arising, including without limiting the generality of the foregoing, all rents, charges, taxes, rates, levies, assessments, fees and duties of every nature which may be levied, assessed or imposed against or in respect of the Collateral or the Grantor and shall provide the Secured Party with evidence of such payment upon request;
- (d) not use the Collateral in violation of this Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation, court order or ordinance;
- (e) at the request of the Secured Party, mark, or otherwise take appropriate steps to identify, the Collateral to indicate clearly that it is subject to the security interests hereby created;
- (f) not assign, transfer, sell, lease, exchange, or otherwise dispose of the Collateral or any interest therein except for:
 - (i) Inventory in the ordinary course of business on customary trade terms; and
 - (ii) Equipment which has become worn out, damaged or otherwise unsuitable for its purpose, on condition that the Grantor substitute for such Equipment property of equal value free from all encumbrances, except in favour of the Secured Party. Such substituted property shall become part of the Collateral as soon as the Grantor acquires any interest in it;
- (f) not create, assume or suffer to exist any encumbrance in, of or on any of the Collateral;
- (h) give immediate written notice to the Secured Party of all loss or damage to or loss or possession of the Collateral otherwise than by disposition in accordance with the terms hereof;
- (i) at all times keep accurate and complete records of the Collateral as well as proper books of account for its business all in accordance with generally accepted accounting principles, consistently applied in the manner in accordance with the PBS Agreement.
- (j) in accordance with the PBS Agreement, insure the Collateral, to the extent the particular Collateral is insurable, with insurers acceptable to the Secured Party against loss or damage by fire, theft or other insurable perils customarily insured against by persons having an interest in such Collateral for the full insurable value thereof. If the Grantor shall fail to so insure, the Secured Party may, but shall not be required to, insure the Collateral and the premiums for such insurance shall be added to the Obligations and be secured hereby; and
- (k) observe and perform all the obligations imposed on the Grantor by or in respect of the Collateral, maintain the Collateral in good standing and not do or permit to be done anything to impair, and not omit to do anything that would prevent the impairment of, the security interests hereby created. The Grantor will give to the Secured Party prompt notice of any default by the Grantor in the performance of its covenants to the Secured Party under this Security Agreement.

9. **Disclosure.** The Grantor agrees to deliver to the Secured Party upon request such information concerning the Collateral, the Grantor and the Grantor's business and affairs as the Secured Party may request.

10. **Proceeds in Trust.** After an Event of Default under this Security Agreement, the Grantor will and shall be deemed to hold all proceeds in trust, separate and apart from other money, instruments or property, for the benefit of the Secured Party until all Obligations of the Grantor to the Secured Party have been satisfied in full.

11. **Collection of Accounts.** The Secured Party may, after an Event of Default under this Security Agreement, notify and direct any party (the "**Account Customers**") obligated to pay under any account, chattel paper or instrument constituting Collateral to make all payments whatever to the Secured Party. The Secured Party may hold all amounts acquired from any Account Customers and any proceeds as part of the Collateral. Any payments received by the Grantor whether before or after notification to the Account Customers, shall be held by the Grantor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Grantor and shall be turned over to the Secured Party not later than the next business day following the day of their receipt.

12. **Default.** The Grantor shall be in default under this Security Agreement upon the default of any of its obligations under Sections 12.3 or 12.4 of the PBS Agreement ("**Events of Default**").

13. **Secured Party's Remedies on Default.** Upon the occurrence of an Event of Default, the security and remedies granted pursuant to this Security Agreement shall immediately become enforceable by the Secured Party. The floating charge created by Section 2 shall become a fixed charge when the Secured Party proceeds to enforce its security and remedies under this Security Agreement. The Secured Party shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Secured Party expressly retains all rights and remedies not inconsistent with the provisions herein including all the rights it may have under the PPSA, and, without restricting the generality of the foregoing, the Secured Party may upon such Event of Default:

(a) appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein a "**Receiver**") of the Grantor and of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Secured Party so far as concerns responsibility for its acts shall be deemed the agent of the Grantor and not of the Secured Party. Where the Secured Party is referred to in this Article the reference includes, where the context permits, any Receiver so appointed and the officers, employees, servants or agents of such Receiver;

(b) immediately and without notice enter the Grantor's premises and repossess, disable or remove the Collateral and the Grantor hereby grants to the Secured Party a licence to occupy any premises of the Grantor for the purpose of storage of the Collateral;

(c) retain and administer the Collateral in the Secured Party's sole and unfettered discretion, which the Grantor hereby acknowledges is commercially reasonable;

(d) dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are hereby waived by the Grantor. The Secured Party may, at its discretion establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. The Secured Party may also lease the Collateral on such terms as it deems appropriate. The payments for Collateral, whether on a disposition

or lease, may be deferred. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Secured Party may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Secured Party has taken possession of the Collateral;

(e) foreclose upon the Collateral in satisfaction of the Obligations. The Secured Party may designate any part of the Obligations to be satisfied by the foreclosure of particular Collateral which the Secured Party considers to have a net realizable value approximating the amount of the designated part of the Obligations, in which case only the designated part of the Obligations shall be deemed to be satisfied by the foreclosure of the particular Collateral;

(f) carry on or concur in the carrying on of all or any part of the business of the Grantor and may, in any event, to the exclusion of all others, including the Grantor, enter upon, occupy and use all premises of or occupied or used by the Grantor and use any of the personal property (which shall include fixtures) of the Grantor for such time and such purposes as the Secured Party sees fit. The Secured Party shall not be liable to the Grantor for any neglect in so doing or in respect of any rent, costs, charges, depreciation or damages in connection therewith;

(g) pay any lien, charge or encumbrance that may exist or be threatened against the Collateral. In any such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured by this Security Agreement;

(h) if the proceeds of realization are insufficient to pay all monetary Obligations, the Grantor shall forthwith pay or cause to be paid to the Secured Party any deficiency and the Secured Party may sue the Grantor to collect the amount of such deficiency;

(i) subject to applicable law seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Secured Party advisable and without notice to the Grantor; and

(j) the Secured Party may charge on its own behalf and pay to others sums for expenses incurred and for services rendered (expressly including legal services, consulting, receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add such sums to the Obligations secured by this Security Agreement.

13. **Secured Party Not Liable for Failure to Exercise Remedies.** The Secured Party shall not be liable or accountable for any failure to exercise any of its remedies.

14. **Allocation of Proceeds.** All monies collected or received by the Secured Party in respect of the Collateral may be held by the Secured Party and may be applied on account of such parts of the Obligations at the sole discretion of the Secured Party.

15. **Extension of Time.** The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Grantor's guarantors or sureties and others and with the Collateral and other securities as the Secured Party may see fit without prejudice to the Obligations, or the Secured

Party's rights, remedies and powers under this Security Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Secured Party to the Grantor shall operate as a waiver, alteration or amendment of the rights of the Secured Party or otherwise preclude the Secured Party from enforcing such rights.

16. **Limitation of Liability.** The Secured Party shall not be liable by reason of any entry into or taking possession of any of the Collateral hereby charged or intended so to be or any part thereof, to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or any act or omission for which a secured party in possession might be liable.

17. **Release by The Grantor.** The Grantor hereby releases and discharges the Secured Party and the Receiver from every claim of every nature which may arise or be caused to the Grantor or any person claiming through or under the Grantor by reason or as a result of anything done by the Secured Party or any successor or assign claiming through or under the Secured Party or the Receiver under the provisions of this Security Agreement unless such claim be the result of dishonesty or gross neglect.

18. **Costs.** The Grantor shall reimburse the Secured Party on demand for all interest, commissions, costs of realization and other costs and expenses (including the full amount of all legal fees and expenses paid by the Secured Party) incurred by the Secured Party or any Receiver in connection with the registration of any financing statement registered in connection with the security interests hereby created for the term of this Agreement, the perfection, protection, enforcement of and related advice with respect to this Security Agreement, the realization, disposition of, retention, protection, insuring or collection of any Collateral, the protection or enforcement of the rights, remedies and powers of the Secured Party or any Receiver, any costs incurred in complying with control orders and clean-up orders or liabilities to third parties arising out of the Grantor's activities or while enforcing the Secured Party's security.

19. **Security in Addition and not in Substitution, Remedies Cumulative.** The rights, remedies and powers conferred by this Security Agreement are in addition to, and not in substitution for, any other rights, remedies or powers the Secured Party may have under this Security Agreement, at law, in equity or by or under the PPSA or any other statute.

20. **Statutory Waivers.** To the fullest extent permitted by law, the Grantor waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of the Secured Party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.

21. **Further Assurances.** The Grantor shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Secured Party may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the security interests hereby created and the priority accorded to them by law or under this Security Agreement.

22. **Acknowledgement and Waiver.** The Grantor hereby acknowledges receiving a copy of this Security Agreement. The Grantor waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Security Agreement.

23. **Entire Agreement.** This Security Agreement and the agreements referred to herein constitute the entire agreement between the Grantor and the Secured Party and supersede any prior agreements,

undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof. Should there be any conflict between the terms of this Security Agreement and the terms of the PBS Agreement, the terms of this Security Agreement shall prevail. Any amendment of this Security Agreement shall not be binding unless in writing and signed by the Secured Party and the Grantor.

24. **Severability.** Any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof.

25. **Included Words.** Wherever the singular or the masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

26. **Time is of the Essence.** Time shall in all aspects be of the essence in this Security Agreement and no exception or variation of this Security Agreement or any Obligation hereunder shall operate as a waiver of this provision.

27. **Governing Law and Attornment.** This Security Agreement shall be construed and enforceable under and in accordance with the laws of British Columbia. The Grantor hereby irrevocably submits and attorns to the jurisdiction of the British Columbia Supreme Court sitting at Vancouver, British Columbia.

28. This Security Agreement shall be binding on the Grantor, and its successors, heirs, administrators and executors and enure to the benefit of the Secured Party and the successors and assigns of the Secured Party.

This agreement was executed on this 22nd day of February, 2016.

VANCOUVER BIKE SHARE INC.
by its authorized signatory:

Name: Josh Squire, CEO

**SCHEDULE CC
REQUEST FOR PROPOSALS**

The Request for Proposals No. PS20150910 issued by the City of Vancouver on July 17, 2015 is available on VanDocs at Record Number DOC/2016/048052.

SCHEDULE DD
CYCLEHOP PROPOSAL

The proposal submitted by CycleHop Corp Canada to the City of Vancouver in response to the Request for Proposals No. PS20150910 is available on VanDocs at Record Number DOC/2016/048140.

REQUEST FOR PROPOSALS NO. PS20150910

PUBLIC BICYCLE SYSTEM



CycleHop Corp Canada
Josh Squire, CEO
josh@cyclehop.com
773-251-9757

US Headquarters
1631 Colorado Ave.
Santa Monica CA 90404

Canada Address
112 Nelson St. Unit 101B
Ottawa, ON K1N5V1

TABLE OF CONTENTS

1. Executive Summary	3
2. Proposal Form	4
3. Proposal Response	
Schedule A: System Design and Equipment Specifications	11
Schedule B: Helmet Solution	21
Schedule C: Information System	25
Schedule D: Website and Mobile Access	30
Schedule E: Implementation Plan	34
Schedule F: Station Siting	35
Schedule G: Operations	91
Schedule H: Reporting	102
Schedule I: Customer Service	103
Schedule J: Service Performance Levels	105
Schedule K: Communications	106
Schedule L: Marketing	108
Schedule M: Financial	115
Schedule N: System Expansion	116
Schedule O: Transitioning-Out	117
Schedule P: Supplier Compensation	118
Schedule Q: Supplier Code of Conduct	119
Schedule R: City Sites License	120
Schedule S: Insurance	121
4. Pro Forma	123
5. Company Profile	132
6. Key Personnel	137
7. References	145
8. Subcontractors	146
9. Sustainability	147
10. Deviations and Variations	159
11. Conflicts; Collusion; Lobbying	160
12. Appendices	
Appendix A: Letters of Support	162
Appendix B: Smoove Brochure	165
Appendix C: Public Bike Share Station Siting Guidelines	174
Appendix D: Annex 1	181
Appendix E: Letter of Assurance	212

The Respondent

Cyclehop Corp Canada is based in Ottawa and is a fully owned subsidiary of Cyclehop LLC, which is based in Santa Monica California, jointly known as CycleHop. Established in 2011, CycleHop plans, funds, and operates bike share programs, and is currently operating or implementing systems in the following cities: Ottawa, Gatineau, Orlando, Tampa, Atlanta, Louisville, Phoenix, Mesa, Santa Monica, West Hollywood, Long Beach, San Ramon, and Beverly Hills. Prior to starting CycleHop the founder consulted for two global bike share companies, B-cycle and JCDecaux, for a combined six year period, and received the first U.S. patent for the “Automated Bicycle Rental Machine” (Patent 5,917,407) in 1999.

The Team

The CycleHop team combines the best of global bike share expertise in operations and equipment with proven local knowledge in bicycle planning, and accomplished high profile sponsorship partnerships.

CycleHop is a leading bike share operator and the prime respondent to the Vancouver RFP

Smooove SAS is a global bike share equipment and technology innovator operating in 21 cities in 10 countries and they rolled out over 18,000 bicycle since launch.

Third Wave Cycling Group Inc. is an accomplished local consulting firm committed to delivering excellent cycling and sustainable transportation solutions.

Score Marketing Inc. is one of Canada’s top sponsorship sales and marketing authorities. Some of their notable partnerships are BC Place Stadium, the Vancouver Sun Run, PGA Tour Canada, Vancouver International Film Festival, and many others.

The Plan

Our goal is to build a bike share system that complements other forms of public transportation, connects people with destinations, and serves both locals and visitors alike. To achieve this, we propose the best and most proven ‘smart bike’ system on the market with front docking technology that is intuitive to operate and fits well within the Vancouver streetscape. Helmet solution to be provided by Kranium Design. Our proposed business plan is designed to deliver a stable and self-sustaining program.

Proposed System Size and Deployment

2,250 bicycles at 225 locations,

Phase One: 1,500 bicycles at 150 locations, Phase Two: 750 bicycles at 75 locations

Proposed Structure

The proposed structure is a public-private partnership. The City will invest in and own the equipment.

The City’s funding contribution will be predictable and capped. The vendor will rely on user fees and sponsorships to cover the operating costs. Annual profits above \$300K will be allocated between the City and the Vendor.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM

PROPOSAL FORM

RFP No. PS20150910, PUBLIC BICYCLE SYSTEM (the "RFP")

Proponent's Name: CYCLEHOP CORP CANADA

"Proponent"

Address: CANADA: 112 NELSON STREET, UNIT 101B, OTTAWA ON, K1N 5V1

USA: 1631 COLORADO AVE, SANTA MONICA CA 90404

Jurisdiction of Legal Organization: ONTARIO, CANADA

Date of Legal Organization: JUNE 23RD, 2014

Key Contact Person: JOSH SQUIRE

Telephone: 773-251-9757

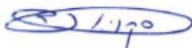
Fax: 310-564-1820

E-mail: JOSH@CYCLEHOP.COM

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:



09-11-2015

Signature of Authorized Signatory for the Proponent

Date

JOSH SQUIRE, CEO

Name and Title



09-11-2015

Signature of Authorized Signatory for the Proponent

Date

JOSH SQUIRE, CEO

Name and Title

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1) APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2) DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20150910, as amended from time to time and including all addenda.

3) NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

4) NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5) EVALUATION OF PROPOSALS

a) Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the RFP Requirements, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

b) Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

c) Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

d) Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the RFP Requirements or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6) PROTECTION OF CITY AGAINST LAWSUITS

a) Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

b) Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

c) Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8(b) of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7) DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
 - i. bind the City, the Proponent and the arbitrator; and
 - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8) PROTECTION AND OWNERSHIP OF INFORMATION

a) RFP and Proposal Documents City's Property

- (1) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (2) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

b) Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

c) All City Information Confidential

- (1) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (2) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9) NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

a) Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- i. an official or employee of the City; or
- ii. related to or has any business or family relationship with an elected official or employee of the City,

In each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

b) Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

c) Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

In each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

d) Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

In each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.


10) NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

11) GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:



Signature of Authorized Signatory for the Proponent

09/11/15

Date

JOSH SQUIRE, CEO

Name and Title



Signature of Authorized Signatory for the Proponent

09/11/15

Date

JOSH SQUIRE, CEO

Name and Title

GENERAL

Design Approach

CycleHop has years of experience developing and testing bike share equipment. We have worked with various systems including smart docks, smart bikes, smart locks, and electric bike share systems, as such we understand the benefits and challenges of each product.

For Vancouver we are recommending Smoove's bike share equipment as it is a proven and robust solution, has unique smart engineering features, is easy and intuitive to use, it is flexible for siting configurations, and has a slick urban design. All of this at a very competitive price.



SMOOVE PROPRIETARY SYSTEMS

Smoove has reimagined urban bike share programs through two core innovations, our patented "Brains on Bikes" and "Fork Lock" technologies. These breakthroughs ensure a smooth, hassle-free experience for riders and a reliable, safe, and cost-effective product for operators.

Please see Section E of our proposal for more detailed information about all elements of the Smoove system:

- Bicycle features, design options, sponsor spaces
- Kiosk features, design options, sponsor spaces
- Dock configurations, installation, and benefits
- Web/mobile/enterprise hardware and software

**THE SMOOVE BOX ▲**

The Smoove Box is what we refer to as "Brains on Bikes" – a waterproof control box located on the handlebars that contains an RFID card reader and numeric keypad. Members simply tap their card on the Box to unlock the bike (with an option to enter a pin code for members who want added security). Casual riders (non-members) simply obtain an access code from the kiosk or their mobile phone, then enter the code directly on the bike keypad to unlock it. An internal battery is continuously charged by riders using a hub dynamo system, providing a minimum battery life of 3 years (and the cost of replacement batteries is negligible).

SMOOVE FORK LOCK & DOCKS ►

Smoove has developed a proprietary locking system to meet the demanding needs of the bike share industry.

- Fork Lock system secures bikes in docks using dual locking pins
- Provides an internal cable lock for securing bike when out riding
- Strong, secure and reliable for all weather conditions
- Eliminates the need for costly RFID readers on docks
- Bikes are always accessible as passive docking posts don't require electricity
- Reduces theft and deters vandalism
- Expensive RFID readers on docks have been eliminated
- Docks can be easily installed, removed and relocated as they are freestanding



BICYCLES

Smoove, a bike share industry leader and product innovator since 2005, forges top quality systems that create an amazing user experience. They are experts in bike design, technology, and sustainable transportation for urban environments. Smoove has implemented bike share programs in 21 cities around the globe.



Smoove bicycles are safe, reliable, and durable for all weather conditions. The enclosed drive train and fenders protect the bicycle from damage due to inclement weather. The bicycles are comfortable and adjustable to accommodate all riders without tools, and feature flat pedals, puncture-resistant tires, and a kickstand for convenience. All Smoove bicycles can be equipped with GPS.

Smoove bicycles use proprietary technology and parts that are incompatible with other bikes to deter theft. They include automatic lights and reflectors to keep riders safe on roads and in nighttime conditions and a reliable and intuitive braking system.

The front basket allows the rider to conveniently carry cargo including a typical briefcase, laptop bag, or grocery bag. The basket also provides an excellent space for sponsorship and advertising, with panels that can be quickly and easily changed out to reflect current sponsors.

Smoove has developed a proprietary locking system to meet the demanding needs of the bike share industry:

- Fork Lock system secures bikes in docks using dual locking pins
- Also provides an internal cable lock for securing bike when out riding and away from docks
- Strong, secure and reliable for all weather conditions
- Eliminates the need for costly RFID readers on docks
- Bikes are always accessible since passive docking posts don't require an electrical connection to unlock
- Reduces theft and deters vandalism

Smooove offers three types of bicycles to choose from:

1

This bicycle is the same manufacture as the Seattle and Miami bikes



2

This bicycle option is similar to the one used in Moscow and many other cities in Europe.



3

This bicycle is the same manufacturer as the Seattle and Miami bikes



STATIONS

The Smoove docking system is attractive, cost-effective, space-saving, and modular. It is a flexible, scalable system that will allow for changes in system size and scope. The racks are easy to install and move, and will easily accommodate changes in bike technology. Smoove docking posts offer significant advantages over competing systems:

- No electricity required thanks to the Fork Lock system
- Expensive RFID readers on docks have been eliminated, saving money and maintenance costs and eliminating the risk of system-wide outage during a power failure
- Dock bases are available in both single- and double-sided configurations
- Docks can be easily installed, removed and relocated as they are freestanding, not fixed installations; they have a small, flexible footprint that can accommodate various types of spaces on sidewalks or roadways and do not impede vehicular or pedestrian movement.
- The system is easily expandable and can accommodate any system size

Smoove docking stations can display information regarding laws, safety, maps, and the PBS system and instructions for reporting problems visible in all lighting conditions. The Smoove technology immediately notifies the operator of any out-of-service bikes and prevents users from checking out inoperable bikes.

SMOOVE OFFERS THE FOLLOWING DOCKING OPTIONS:

No wires required between kiosk and docks or between docks and docks

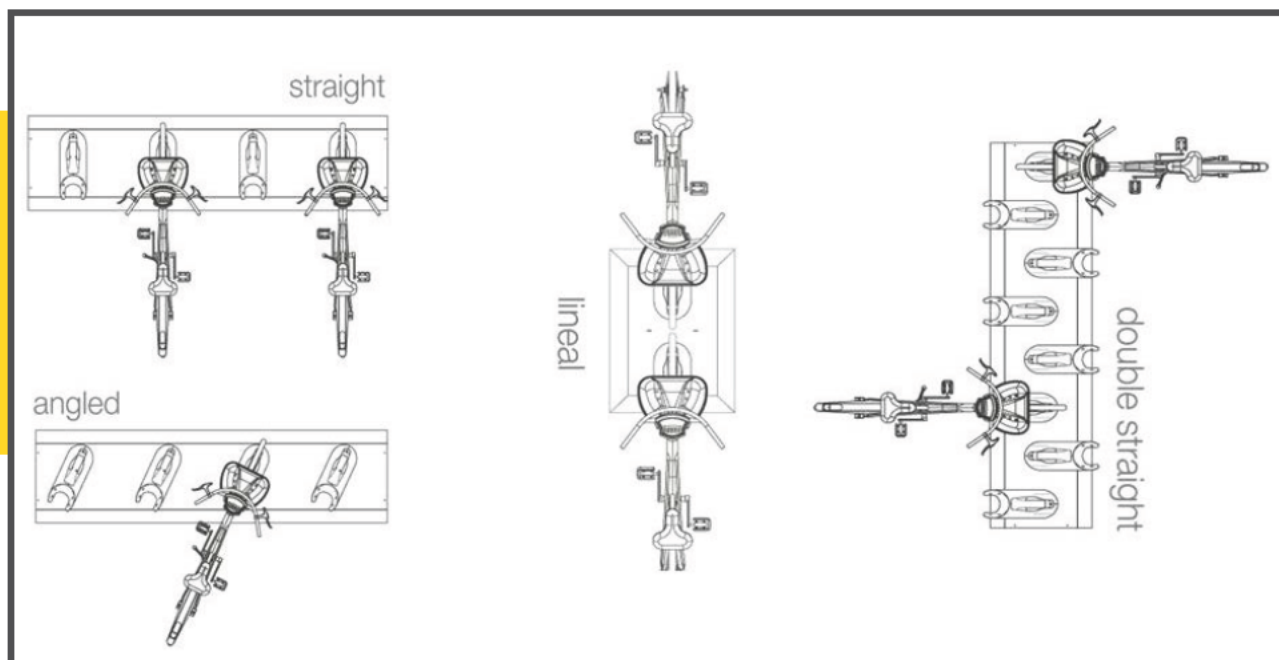
- Expensive RFID readers on docks have been eliminated
- Docks can be easily installed, removed and relocated as they are freestanding
- Siting is easier and getting around trees doesn't require channels



MULTIPLE STATION CONFIGURATION OPTIONS:

No wires required between kiosk and docks or between docks and docks

- Expensive RFID readers on docks have been eliminated
- Docks can be easily installed, removed and relocated as they are freestanding
- Siting is easier and getting around trees doesn't require channels



ADDITIONAL RACK OPTIONS:



TERMINALS

Smooove also offers solar powered payment kiosk with or without helmet dispensing. The kiosk is optional. The kiosk is optional as casual users can rent a bike via smartphone. However Smooove offers a payment kiosk with their partner Parkeon.

The Parkeon terminals are tested and proven, durable, weather-resistant, and can accommodate the Kranium helmet dispensing technology. Smooove/Parkeon kiosks are also PCI as well as Chip and Pin compliant.



In addition to the Parkeon kiosk CycleHop offers the following kiosk options:

The CycleHop payment kiosk include a touch screen, card reader, card dispenser, map/sign display, and capacity to accommodate the Kranium helmet dispensing system.



WARRANTY

CycleHop and Smoove offer industry standard warranty for the bicycles and stations. Five year warranty on the bicycles and stations, excludes wear and tear, three year warranty on electronics.

ACCESSING A BIKE

There are multiple ways to signup and access the bikes:

1. Online through the website
2. Via smartphone by downloading the mobile app
3. In person at a station kiosk (optional)
4. In person at partner locations

1 Signing Up Options



2 Accessing the Bike



3 Stop & Shop



4 Returning the Bike



OTHER

Smooove is the first bike share company on the globe to successfully implement membership cards with transit cards. This resulted in wide adoptability and ridership.



- Bike Share
- Transit
- Student and Corporate ID's



In addition to card integrations Smooove offers users to sign-up with their smartphone via app or website.

How does Smooove compare to other products?

CycleHop has had the opportunity to operate both 'Smart Dock' and 'Smart Bike' systems, and in fact we are one of the largest SoBi system operators in North America. After operating both systems it is our opinion that the Smooove product is more intuitive, user friendly, and reliable than the SoBi system. Here are some key advantages of the Smooove system:

- The customer interacts with the bike in the front and not the back of the bike like SoBi
- The rental is quick and easy, the customer just scans card, enters pin and pulls the bike out of the dock
- The dock and lock is easy and intuitive, the customer just rolls the bike in
- The lock is built into the bike and doesn't detach like the SoBi U-bar
- When the bike locks to the dock it also reads the dock RFID and confirms locations and locking. The SoBi system currently doesn't detect and verify that the bike is locked to rack. There is no way for the operator to know if the bike is secured.
- On occasion the SoBi bicycles report location away from the actual locations, it is not 100% accurate and less accurate in dense city environment.
- The Smooove system doesn't require a cellular connection on each bike like the SoBi bike, it communicates via radio with the kiosk or sign, this results in lower monthly fees per bike.
- Finally the aesthetics of the Smooove system are in-line with Vancouver's Streetscape more so than the SoBi product, as the bikes line up nicely and don't fall over or end up on different sides of the rack.

In comparison to other products like B-cycle, 8D, and other 'Smart Dock' systems the Smoove stations are more versatile as no wiring is required between docks and kiosk or docks and docks. It is also more cost effective to have tech on the bikes as there are twice as many docks than bikes.

The Smoove bike has also solved the "dock block" as it allows users to lock the bike within 100 meters of the station to a public bike rack. And offers double security away from the docking station: the first is a cable lock that locks to the bike and doesn't require a key, and the second is a handlebar lock that prevents you from taking the bike in the event that you cut the cable lock. This technology is similar to motorcycles security and has proven to be very robust

Advantages of the Smoove Hybrid System

TYPE	Fixed Station	Smart Bike	Hybrid
EXAMPLE	Bixi, B-cycle, 8D	Social Bicycles	Smoove
Fixed hub locations	YES	YES	YES
System tracking with real-time GPS or triangulation	NO	YES	YES
Double-sided docking	YES	NO	YES
Spatial maximization when docking against buildings	YES	NO	YES
Doesn't require direct sunlight to charge bike computer	YES	NO	YES
Convenient user-facing rental panel	NO	NO	YES
Doesn't require wiring between docking stations and kiosk	NO	YES	YES
Doesn't require cellular connection on each bicycle	YES	NO	YES
Enclosed front basket with advertising assets	SOME	YES	YES
Locking mechanism can't be used to injure user	YES	NO	YES
Users can locate and reserve bikes in advance	NO	YES	YES
Registration and payments can be made from the web or mobile device	SOME	YES	YES
RFID card access on bike	SOME	YES	YES
Can locate stolen bicycles	NO	YES	YES
Can wirelessly disable individual bicycles	NO	YES	YES
One-button repair reporting on each bicycle	NO	YES	YES
Docking Verification	YES	NO	YES
Convenient smartphone app to locate bikes and stations	SOME	YES	YES
Flexibility to lock bike outside of stations during trip duration	NO	YES	YES
Predictable station location/no floating bikes	YES	NO	YES
Walk-up registration and payment kiosk	YES	YES	YES

GENERAL

Compliance with all applicable statutes

The CycleHop/Smooove solution will encourage people to wear helmets and follow the law. In addition we plan to educate customers and make it easy for them to access a helmet at multiple points during the purchase process and at or near the stations.

We also will work closely with law enforcement to enforce and comply with local helmet laws.



Overview of Helmet Strategy

Our strategy is to:

- Make it easy for consumers to access and wear a helmet through adopting our kiosks to dispense helmets. And provide waterproof one size fits all helmets inside the front bike basket.
- Work closely with helmet manufactures to create a perfect bike share helmet.
- Offer helmets at an affordable price point that are also attractive and safe to use
- Reduce helmet cost to consumers through sponsorship.
- Reward users for wearing a helmet.

To dispense the helmets from the payment kiosk we can work with Kranium Design as they have developed a helmet dispensing unit that can integrate with almost any bike share kiosk. They also offer stand alone kiosks.

ACCESS

The helmets can be accessed at multiple locations:

- During membership purchase online: locals can elect to pick up a helmet from CycleHop or a local bike shop. The helmet cost will be included in the membership price in the event that they don't have a helmet already.
- Walk-up customers can obtain a low cost helmet from the payment kiosks or from nearby partner shops. The kiosk screens will prompt them and ask if they have a helmet or need to purchase one.
- We can attach a waterproof durable helmet inside the bike basket with a cover lid. These helmets will be sponsored and free to consumers.

Helmet

CycleHop has been talking with 3 helmet companies that are developing specific helmets for the bike share industry.

1. This helmet is expandable and water resistant. It also has no shell and is still usable if dropped.



2. This helmet is collapsible and disposable



2. This helmet is disposable and recyclable



All three of these helmets are in the process of coming to market in 2016.

Helmet Distribution System

Helmet dispensed kiosk from Kranium Design



WARRANTY

The helmets don't have a warranty but can be exchanged if defective. The kiosk helmet dispenser kiosk is under warranty for 5 years, but some of the technology is licensed by subcontractor vs. owned by vendor or City.

OPERATING PROCEDURES, PROCESSES, AND POLICIES

Tracking of Helmets:

Helmets sold online or at kiosk can be tracked live on the web via software

Collecting Used Helmets:

CycleHop bike checkers will replenish and replace helmets as needed

Cleaning and Inspecting Used Helmets:

Not applicable for the kiosk helmets as they will be sold. If we implement the sponsored helmets in the bike baskets we will clean and disinfect daily on the spot.

Distributing Helmets:

Our bike checkers will distribute helmets as part of their duties. We also may hire a dedicated person per shift to deal only with helmets.

OVERVIEW: HELMET OPERATIONS/MAINTENANCE TASKS

	Task	Responsibility	Annual	Semi-Annual	Monthly	Daily	As Needed
1	Distribute helmets	Station Balancers				✓	✓
2	Clean Helmets	Bike Checkers				✓	✓
3	Sell Sponsor Helmets	Sponsor partner: Score Marketing or Kranium	✓				

GENERAL

All the necessary technology to implement and manage the system will be provided by CycleHop. This includes:

- Consumer facing website
- App
- Backend operations software
- Technology on-bike
- Technology on-kiosk
- Reporting

CycleHop is passionate about elements that improve quality of life. These interests range from bicycling and complete streets to information transparency and open data.

As a team that is dedicated to operating a program that maximizes the benefit of bike share and works at the forefront of technology, we are willing and committed to making the bike share data publicly available for use by researchers and developers. This data will not contain any private or personally identifying information. Access will be available for use by the public through our system's API and/or website.

This data will also be accessible to those who would like to generate reports and applications regarding systems capacity to host the first ever

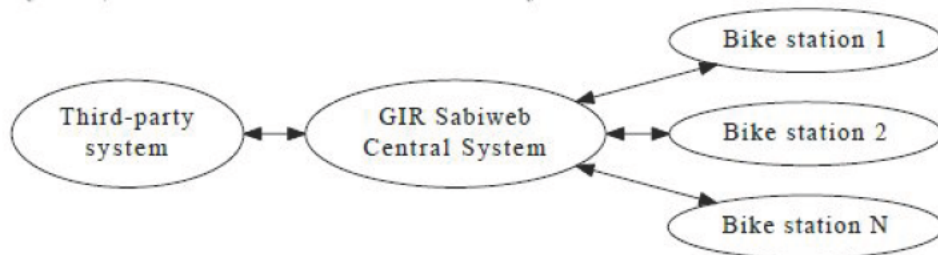


SYSTEM ARCHITECTURE

A GIR SabiWeb system is composed of:

- Multiple bike stations, where customers take and return bikes.
- A central system, communicating with bike stations to handle customers authorizations and bikes movements.

A third-party system always exchanges information with GIR SabiWeb central system, and doesn't communicate directly with bike stations.



HARDWARE

The Smoove system includes the following hardware components:

- Smoove Box on each bike
- Smoove kiosk
- Smoove station

SOFTWARE

The Smoove system includes the following software components:

- Smoove middleware
- Smoove server and payment system
- Smoove website & app
- Smoove operator system

REAL-TIME USAGE INFORMATION

Website/Mobile Access

Users will be able to find a station and bike online or via app in live mode, as well as register and purchase memberships and update account information among other functionality.

Open Data Platform

All data listed in this section shall be made available via publicly accessible Application Programming Interface (API) that adheres generally to the principles of REST design. The API platform will be included as part of the Central Computer System. The API must return data formatted using the JSON format, and may optionally make it available in additional format such as XML.

Additionally, summary information (which aggregates the specific data elements listed below) may be made available via a web page (or pages). The design, layout and content on the web page (or pages) may change to display modified or additional information as deemed necessary by the city of Vancouver.



MAINTENANCE

CycleHop operations team will be able to track live availability of bikes and docks as well as configure settings, pricing plans, handle customer service issues, enable and disable equipment as needed, and configure stations all from the Smoove backend software.

A: LOCATING BICYCLES

When a bike is checked in or out, as triggered by its status of contact with the dock, the Smoovebox sends a message to the central server.

When the central system receives a message from the bike, its status is updated instantly. Information displayed by central system is a real time view of the situation on the street. With this message exchange process, the central system is aware of the bike's status as in rental or in station. If a bike is in station, the central system displays bike's station and the docking point. The bike's station computer is also aware of its docking point and can display it on the user interface if a rental is made from the kiosk.

B: DETERMINING LOST INVENTORY

The central system is aware of each bike's departure. When a rental exceeds a maximum time threshold (as determined by the operator and currently set at 24 hours), the system creates an alert for this rental. The maintenance team is informed of all the rentals that exceed maximum rental time in real time, allowing them to begin a recovery protocol that includes contact with the last registered user and location tracking. If the bike is returned to a station, the alert is cancelled by the system.

If the bike cannot be recovered, the operations team will convert the bike status from operational to "lost" and follow lost bike protocol.

C: TRACKING MILEAGE FOR MAINTENANCE

Each Smoovebox is connected to a dynamo within the bike. Thanks to this connection Smoovebox exactly knows the number of miles accumulated during each rental period. When the bike is returned to a station, the Smoovebox sends a return message with distance travelled to the central server.

The operations team can view and report how many rides/miles each bike has taken by creating a filter on the rental history to extract only rentals from one bike. Maintenance alerts will be structured to alert the service team when a bike has reached a pre-set mileage or ride milestone.

D: DISABLED BIKES

Designated operational staff can disable bikes in station via communication from the central server or with contact from the on-street service team members carrying a maintenance card. These disabled bikes will be made unavailable to customers, but can be undocked for service by maintenance staff. All bikes disabled in station can be found in the central server by using a filter on the bike list. The operations dashboard can display the station and docking point of disabled bikes.

When a bike has a disabled dynamo, the central system detects it automatically as a return. If the distance traveled by bike on return is 0, the system assigns the bike a special status and alerts the operator of its location using a triangulation protocol. All bikes in this status can be found in the central server by using a filter on bike list.

E: RIDERSHIP & EQUIPMENT REPORTS

A central database of real-time data will feed an analytical dashboard that is capable of displaying graphical information and also simplified raw data in a spreadsheet format. By identifying the specific range of bicycles, the period of time to be analyzed, and finally selecting the format type for output, the operator can quickly create and export reports that feature information on the usage and miles traveled on a system wide and bike-by-bike basis.

F: SHUTDOWNS

To shut down an individual station, the system administrator can change the parameter of the station's terminal to test mode. In test mode, only maintenance staff are allowed to rent a bike. However all returns are available.

To shut down the whole system temporarily, all stations need to be switched to test mode.

G: PRICING INCENTIVES

Designated system administrators can temporarily change pricing on a station-by-station basis, with the ability to affect system-wide pricing, from the backend management platform.

UPDATES AND UPGRADES

CycleHop and Smoove will be responsible for all system updates and upgrades.

HOSTING, DATA STORAGE, SECURITY, AND INTERFACES

CycleHop and Smoove will be responsible for hosting customer and system data as well as consumer website. We will utilize a third party secure servers with backup systems. Smoove software can provide API's for certain functions and system data access.

LICENSING

CycleHop and Smoove will provide a license to the City and access to source code in the event that they can no longer service the system.

SYSTEM FUNCTIONALITY

CycleHop will provide a custom branded website for the Vancouver program that will include the following information and functionality:

PERMANENT CONSUMER SITE

As part of promoting, managing and tracking data for the bike share program, we will develop an industry-leading consumer website. The site will:

- Tout system / bike share features and benefits
- Concisely convey information about pricing, stations, riding, locations, and how it works
- Promote program/biking benefits that encourage ridership
- Integrate targeted messaging to drive action and encourage participation
- Enable customers to take action (memberships, trials, promotions, events, etc.)
- Provide a forum for customer feedback
- Provide information and benefits for corporate programs, encourage corporate participation
- Integrate social media and news content to cross-promote through multiple platforms
- Employ best practice coding and design to optimize search engine recognition, no Flash usage
- Generate analytics to gauge effectiveness of programs and promotions to constantly improve the site

The website will have the following content areas, plus many more:

- General information about the bike share program, pricing, FAQs
- A page for joining the bike share program and purchasing memberships
- Live information about bike/station availability
- "My Ride" section to track rider information, statistics, and billing history
- Social media integration, news and events
- Safe riding section
- Sponsorship page
- Storefront for branded retail goods

MEMBER SIGNUP

To register for an annual membership on the website, users should follow this simple step-by-step process:

1. Go to our homepage
2. Click the "Register Now" link clearly denoted on the homepage
3. Select "Annual Membership" from the drop-down menu
4. Enter personal contact information, including gender, date of birth, address, and email address, and click "Next"
5. Enter payment information (payment options include credit card, debit card, and PayPal)
6. Review "Terms of Service/Rental Agreement" and check "Agree", then click "Next"
7. The personal and payment information that has been entered up to this point will be displayed with the option to "Edit" or "Submit"
8. Click "Submit"

WEBSITE ATTRIBUTES

Program Information

Users will be able to sign up online through an intuitive website easily navigable on all devices and browsers, and will also be able to access real-time information about the system and bicycle, dock, and helmet status at various locations. Additionally, the website will display information regarding bicycle safety, laws, and local resources.

Customer Service

Customer service information, including contact phone numbers and email addresses, will be prominently displayed on the website. Users will have the option to contact the system operator, report problems, and suggest improvements. Periodic customer surveys will collect data on customer satisfaction and the system's ease of use and convenience.

System Data

DATA STRUCTURE

Station Status

For each active station in the system, the following data should be provided:

- Station Number or Identifier
- Station Name
- Station Address
- Station Coordinates (Latitude / Longitude)
- Station Payment Terminal Availability (Does the station have the ability to process credit/debit cards?)
- Station Terminal Availability (Is the station terminal working)
- Installed Date
- Station Status (Open / Closed)
- Station Docks Total
- Station Docks Available
- Bikes Currently Available
- Broken Bikes at station (If any)
- Last communication with Central Computer System.
- Last update from Station.

Ridership

- Number of trips per Month
- Trip Origin/Destination by Municipality
- Trip Origin/Destination by Station
- Trips per Time Interval
- Percentage of trips per time interval
- Miles Travelled per Month

Fleet Performance and Safety

- Bicycles in Service
- Fleet Maintenance (Number of Bikes Inspected/Repaired) per Month
- Bicycles Damaged per Month

Membership/Pass Status

- Total Number of Users
- New Members

Customer Service Data

- Stations Full or Empty - Number of Instances
- Stations Full or Empty - Time Interval
- Stations Full or Empty - Percentage of Instances per Time Interval
- Stations Full - Instances of Additional Time Granted
- Stations Full - Total Number of Extra Minutes Granted
- Rebalancing - Number of Times Bicycles Picked up and dropped off at Stations
- Customer Service Calls - Number of Incoming Calls and Lost Calls

Trip Duration Data

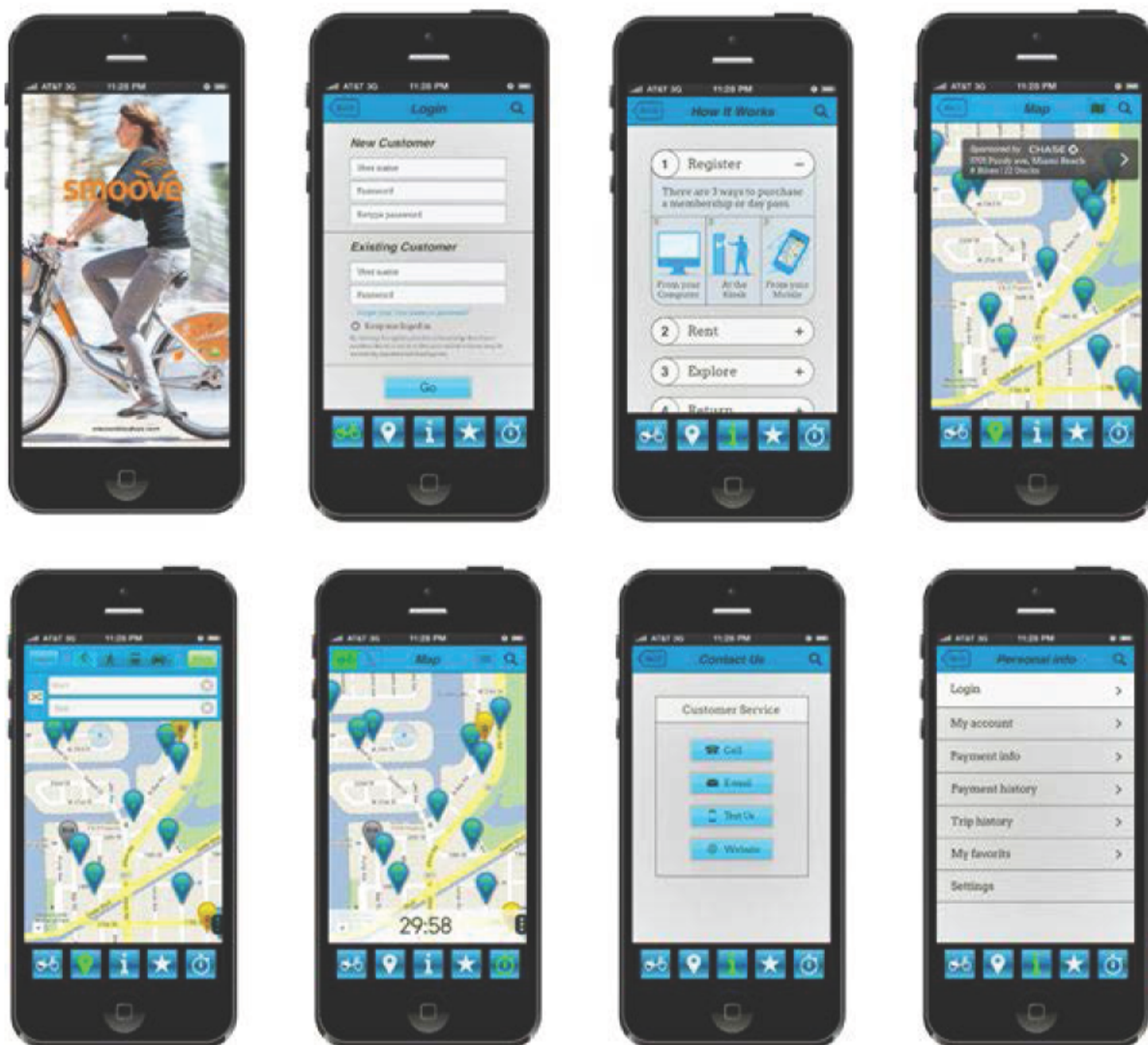
- Trip / record identifier
- Start date & time
- End date & time
- Start station location
- End station location
- Bike number
- Membership / user type

Personalised User Pages

Users will have the ability to create personalized pages that track their ridership information, including kilometers traveled, calories burned, time on a bike, etc.

MOBILE ACCESS ATTRIBUTES

The mobile website will have most of the same functionalities, and will allow users to sign up for and access their accounts, find and access a bike, and more. We also plan to integrate with third party transit apps that are serving multiple transit modes.



TIMELINE

The CycleHop team is confident in their ability to implement Vancouver's bike share program within six months of contracting date by late spring or early summer 2016.

A typical large scale bike share implementation can take 6 to 9 months from the time of contracting to launch. However, if funding from a sponsor is required it may extend the implementation timeline.

Other factors that may impact timelines are siting and permitting.

We will begin sponsorship sales immediately upon issuance of letter of intent to contract with us.

The following table represents the milestones required for implementation:

GENERAL STATION SITING AND RELOCATION PRINCIPLES

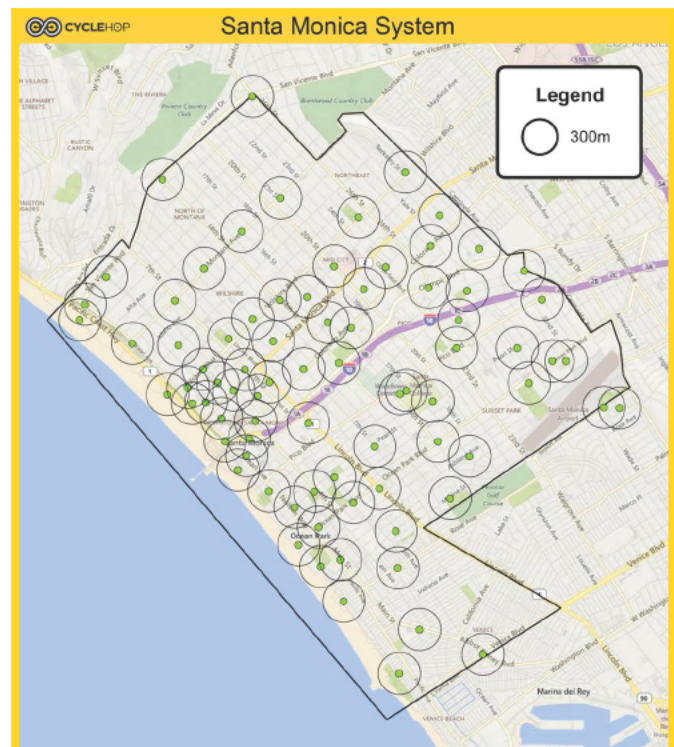
CycleHop has performed site analyses for bike share programs in many cities, most recently 150 stations in Santa Monica, California. We utilize detailed feasibility studies to evaluate the most appropriate locations for bike share stations, based on data such as: population and work density, proximity to other transit options, existing bike infrastructure, activity centers, popular destinations, parks, employment centers, traffic volumes, topography, etc. We work with city agencies, institutions, private landowners, and community members to secure support, permits, and leases necessary for a comprehensive and efficient bike share system.

Ideal station locations will be convenient to employment centers, commercial and retail activity, major institutions, schools, tourist attractions, and higher density residential areas, and will connect conveniently with existing transit lines. Stations will be located so as to form a contiguous network, making it easy to access and drop off bikes. Stations will be located at a high density in the downtown area and expand into nearby neighborhoods and corridors.

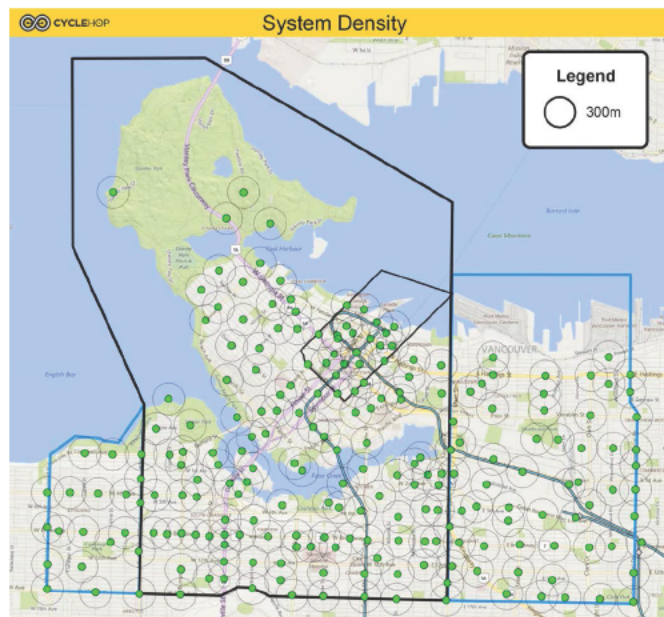
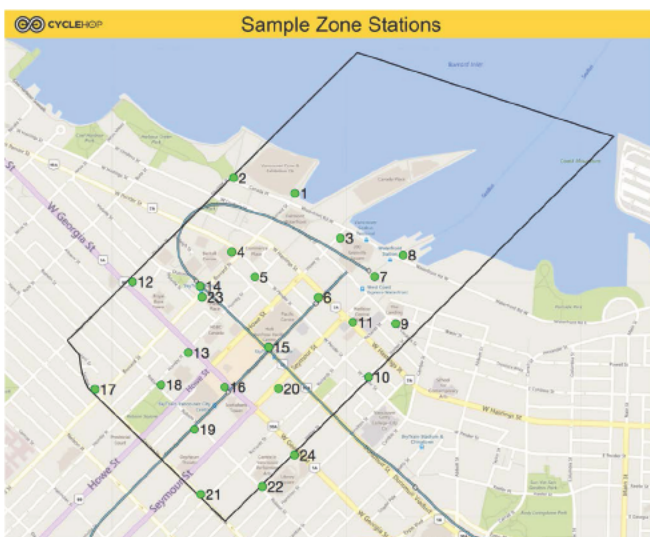
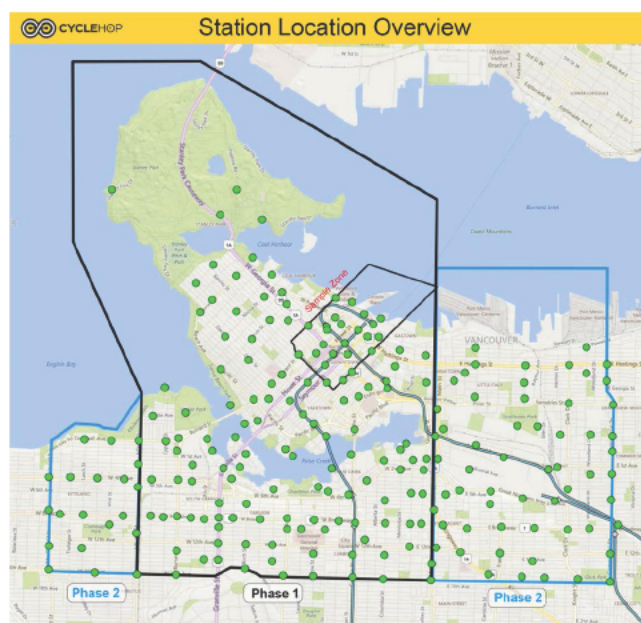
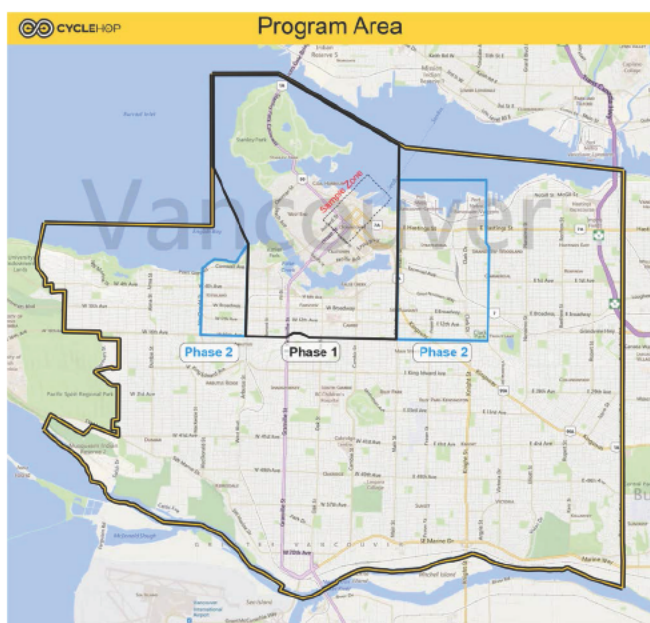
An ideal service area will cover the most popular and well-traveled areas of town, helping to solving the first-mile/last-mile dilemma by integrating with the existing public transit network and providing a lower or comparably-priced alternative to other modes of mobility.

Ideal Placement Concepts

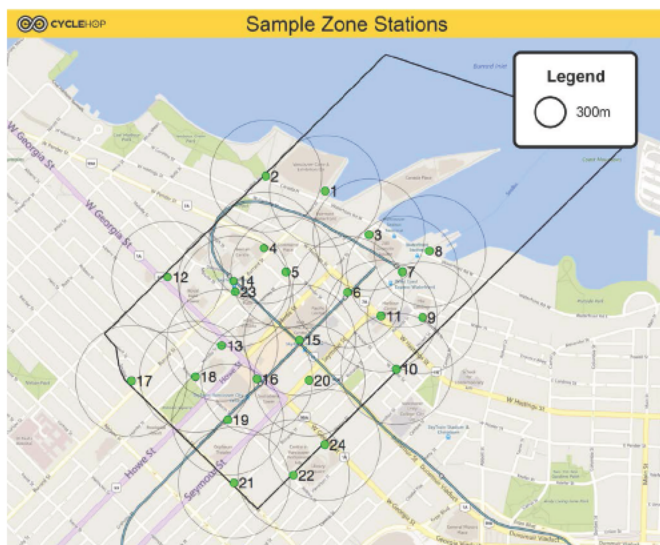
- Public space (on-street and off-street)
- Safety for cyclists, pedestrians, and motorists
- Near existing bicycle infrastructure and on streets that are safe for bicyclists
- At popular destinations where people work, study, shop, dine, and play
- Near transit hubs
- Minor arterials with slower traffic speeds
- Variety of land uses nearby



VANCOUVER PROGRAM SITING

**System Density**

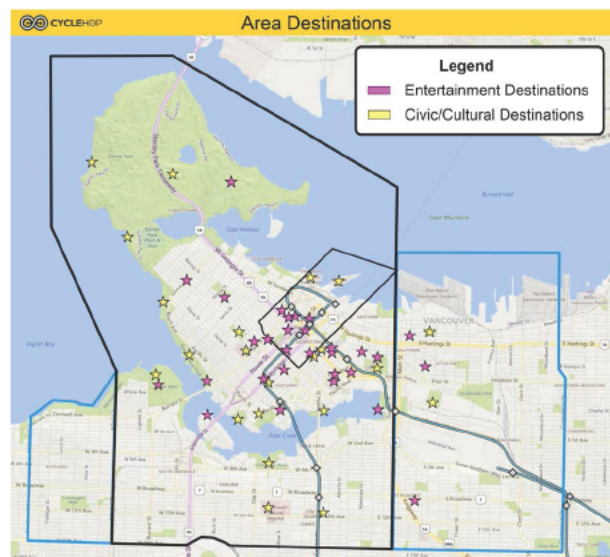
In preliminary station placement across phase I and II zones, a catchment area of 300m was maintained in areas with a high level of activity centers and residential population. Maintaining a high system density is key to helping users start and end trips close to their desired points of departure and end-destination.



Sample Zone Stations

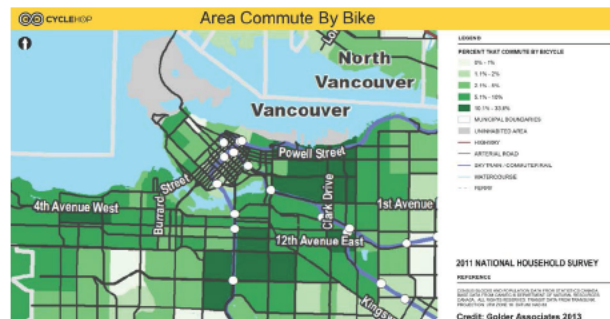
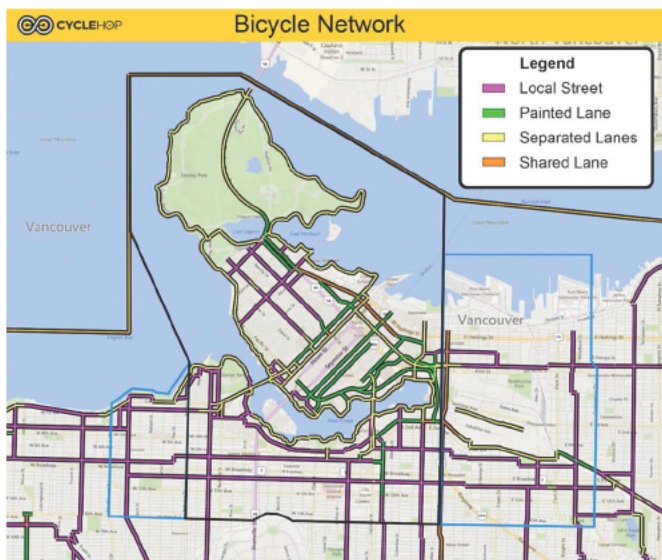
Stations in the sample zone were chosen to maintain a walk-shed of 300m to bike share.

Adequate station density is important to ensure that bike share is a convenient and available option for users. Stations are located at major activity centers and transit connection points.



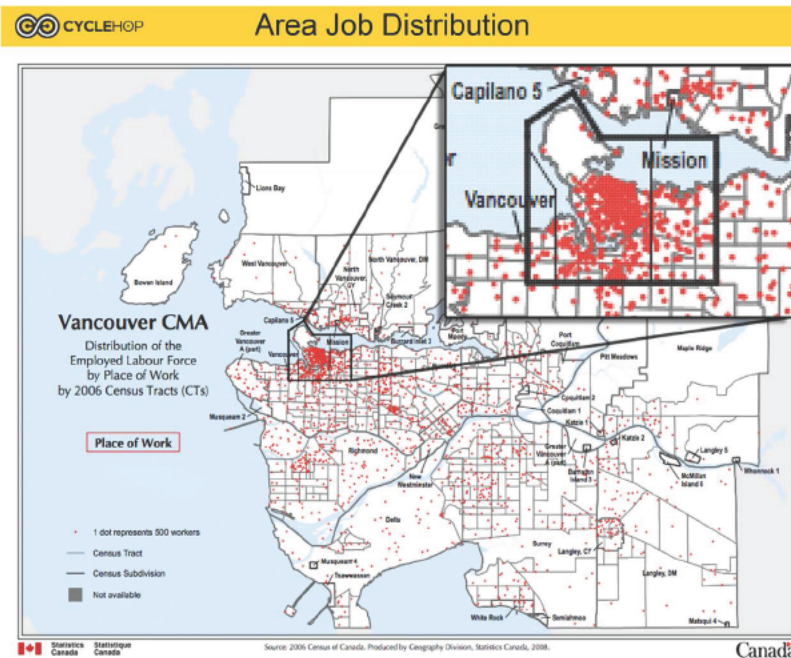
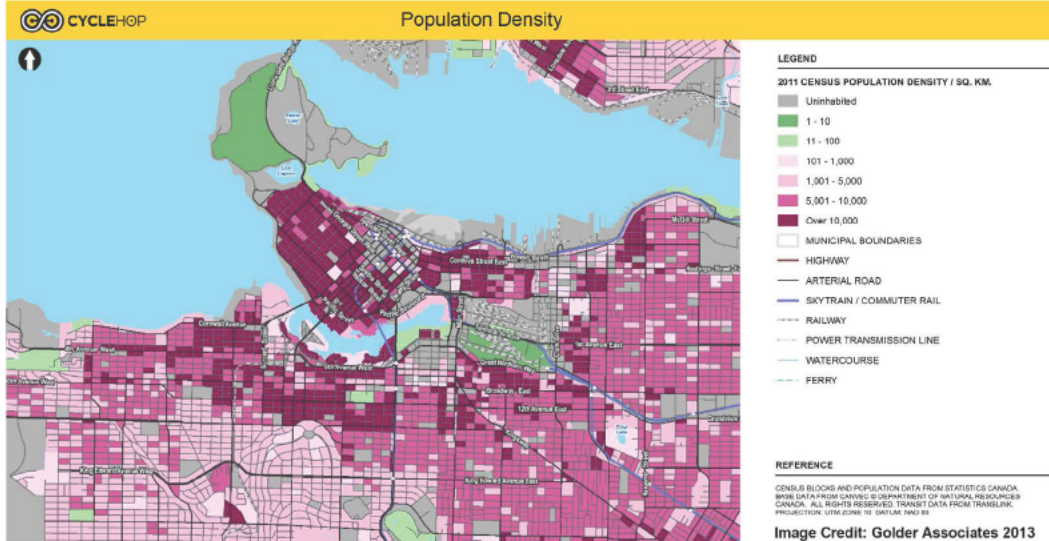
Area Destinations Map

Identifying where people go is an important part in anticipating how the system will be used. Some users may check out a bike by an office or hotel and ride to a destination; a favorite restaurant, museum, grocery store, movie theater, or university. With bike share, users find that they can travel farther and faster than they can on foot. This means more choices on a lunch break or the opportunity to explore a new part of town.



Bicycle Network

The City of Vancouver acknowledges the value of cycling as a key element of the city transportation system. The growth of the bicycle network with emphasis on high-quality, low stress routes has played a major role in the increasing number of area residents and visitors that choose to make everyday trips, including work commutes, by bike.



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The City of Vancouver acknowledges the value of cycling as a key element of the city transportation system. The growth of the bicycle network with emphasis on high-quality, low stress routes has played a major role in the increasing number of area residents and visitors that choose to make everyday trips, including work commutes, by bike.

STATION LOCATION FORMS

1

REQUEST FOR PROPOSAL NO P20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT
APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Burrard St and Canada Place St
Photos (numbered):	North-Sidewalk and plaza on Canada Place St

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input checked="" type="checkbox"/> Sidewalk	<input checked="" type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other: Two locations. 20m Bikes station abutting convention centre westerly from entrance Second location on plaza east of bike lane Part of lands are Province of British Columbia Seaside Path branch passes through this area

For locations on On-Roadway, complete the following table, as applicable

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other

2. Is this in a high traffic area?

<input checked="" type="checkbox"/> Pedestrians	<input checked="" type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other A high traffic area for pedestrians-Seaside Path, convention goers, hotels

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 25m Width: 2.5m Is there 2.5m of sidewalk clearance? ☒ Yes ☐ No
Comment: Sufficient room for expansion

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☒ Yes ☐ No Comment: Curb lane

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles
	<input type="checkbox"/> Wayfinding Stands
	<input type="checkbox"/> Parking Meters
	<input type="checkbox"/> Bike Racks
	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?**Movement/Access**

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)
- Other**
- Street Use**
 - ☐ Bus Shelter with Advertising
 - ☐ Bus Shelter with No Advertising
 - ☐ Sidewalk Patio
 - ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

July 17, 2015

B-6

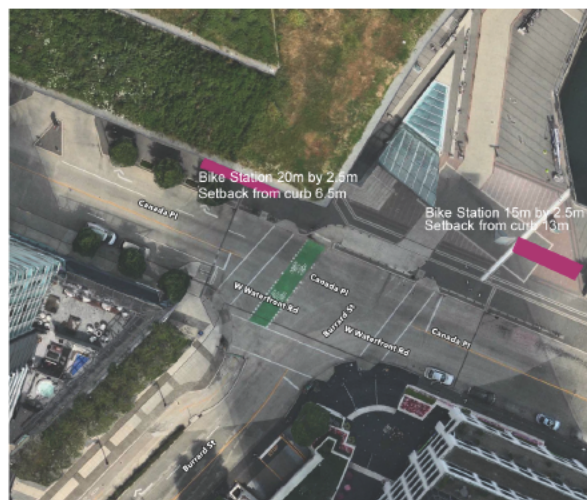
REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

1

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

Bike Station Location-Streets: Burrard and Canada Place Sts
Bike Station Location: 2 Locations, North Side of Intersection, East and West of Conference Centre



July 17, 2015

B-6

July 17, 2015-09-07

B

2

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Thurlow St and Canada Place St
Photos (numbered):	On sidewalk on Canada Place St in direction of stairs to seawall

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
--------------------------------------	-----------------------------------	----------------------------------	---	--------------------------------------

☐ Other Tourism traffic to the seawall Business traffic to the seaplane terminal, connectivity to the convention centre and eateries Apartment, hotels, and retailing within a few blocks

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length 29m Width 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment Expansion possible

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment Canada Place St

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant
<input type="checkbox"/> Other	<input type="checkbox"/> Poles/Sign Poles
	<input type="checkbox"/> Wayfinding Stands
	<input type="checkbox"/> Parking Meters
	<input type="checkbox"/> Bike Racks
	<input type="checkbox"/> Other Seating, utility box

6. What other factors may affect a Station at this location?

Movement/Access

- à Rapid Transit Station
- à Bus Stop
- à Bike Lane
- à Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- à Bus Shelter with Advertising
- à Bus Shelter with No Advertising
- à Sidewalk Patio
- à Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- à Utility Boxes
- à Trolley Wires
- à Grates/Catch basins
- à Tree Canopies
- à Surface (e.g. grass, gravel, concrete, etc.)
- à Slope/Grade Issue
- à Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

This is a prime tourism area.

2

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

Bike Station Location-Streets Thurlow St and Canada Place St
Bike Station Location Plaza west side of street, by crosswalk light



July 17, 2015

B-6

July 17, 2015-09-07

B

3

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT
APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Howe St and Canada Place St			
	North	South	West	East
Photos (numbered):	By taxi parking on east side of Canada Place St before the cruise ship terminal			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			
<input type="checkbox"/> Other: On sidewalk leading to the cruise ship terminal by taxi parking				

For locations on On-Roadway, complete the following table, as applicable

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
<input type="checkbox"/> Other: Western entrance to Waterfront station, Hotels and office buildings in catchment area, Conference centre and cruise terminal close by				

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length 20m Width 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other

6. What other factors may affect a Station at this location? Room for expansion

Movement/Access

- δ Rapid Transit Station
- δ Bus Stop
- δ Bike Lane
- δ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- δ Bus Shelter with Advertising
- δ Bus Shelter with No Advertising
- δ Sidewalk Patio
- δ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- δ Utility Boxes
- δ Trolley Wires
- δ Grates/Catch basins
- δ Tree Canopies
- δ Surface (e.g. grass, gravel, concrete, etc.)
- δ Slope/Grade Issue
- δ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

3

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

Bike Station Location-Streets Howe and Canada Place Sts
Bike Station Location Canada Place St, East side on Sidewalk by Fence



July 17, 2015

B-6

July 17, 2015-09-07

B

4

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT
APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Burrard St between Hastings St and Pender St								
Photos (numbered):	<table border="1"> <tr> <td>North</td> <td>South</td> <td>West</td> <td>East</td> </tr> <tr> <td></td> <td>Pender St</td> <td>Burrard St</td> <td></td> </tr> </table>	North	South	West	East		Pender St	Burrard St	
North	South	West	East						
	Pender St	Burrard St							

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input checked="" type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr \$6.00	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces re 0	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other Office buildings, High bus traffic

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length 20m 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment 10m by 2.5m required on both Burrard St and Pender St

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment No parking zones at intersection

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant
<input type="checkbox"/> Other	<input type="checkbox"/> Poles/Sign Poles
	<input type="checkbox"/> Wayfinding Stands
	<input type="checkbox"/> Parking Meters
	<input type="checkbox"/> Bike Racks
	<input type="checkbox"/> Other News boxes, litter containers

6. What other factors may affect a Station at this location?

Movement/Access
☐ Rapid Transit Station
☐ Bus Stop
☒ Bike Lane
☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use
☐ Bus Shelter with Advertising
☐ Bus Shelter with No Advertising
☐ Sidewalk Patio
☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance
☐ Utility Boxes
☐ Trolley Wires
☐ Grates/Catch basins
☐ Tree Canopies
☐ Surface (e.g. grass, gravel, concrete, etc.)
☐ Slope/Grade Issue
☐ Other

July 17, 2015

B-6

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:
Southbound bike lane on Burrard, designated cycling route on Pender.

July 17, 2015

4

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

Bike Station Location-Streets Burrard and Pender-Hastings Sts
Bike Station Location N.W. corner on Burrard and Pender



July 17, 2015-09-07

B

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

B-6



5

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Hornby St and Pender St			
Photos (numbered):	North	South	West	East
	SW on Cordova			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input checked="" type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
<input type="checkbox"/> Other Separated bike lanes on Hornby, Pender designated as a cycling route				

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length 16m Width 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment Sidewalk, SW corner on Hornby, abutting building, 4.0m setback from curb

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other

6. What other factors may affect a Station at this location?

Movement/Access

- Ø Rapid Transit Station
- Ø Bus Stop
- Ø Bike Lane
- Ø Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- Ø Bus Shelter with Advertising
- Ø Bus Shelter with No Advertising
- Ø Sidewalk Patio
- Ø Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- Ø Utility Boxes
- Ø Trolley Wires
- Ø Grates/Catch basins
- Ø Tree Canopies
- Ø Surface (e.g. grass, gravel, concrete, etc.)
- Ø Slope/Grade Issue
- Ø Other

July 17, 2015

B-6

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20130910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

Hornby a high traffic volume cycling route-separated bike lanes, Pender as a bike route carries significant cycling traffic

5

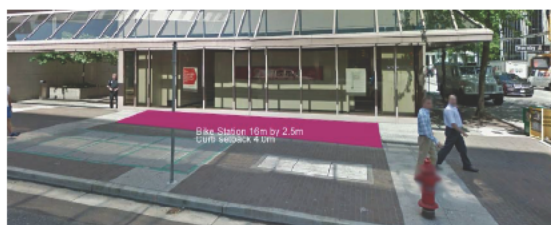
REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Hornby and Pender Sts

Bike Station Location: SW Corner, Sidewalk on Hornby

July 17, 2015

B-6



July 17, 2015-09-07

B

6

REQUEST FOR PROPOSAL NO P520130910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW - TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH
SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Granville Mall and Hastings St			
Photos (numbered):	North	South	West	East
	West side of Granville Mall			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other: 2 locations on Granville Mall, adjacent to the Waterfront Station Granville Mall exit

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other:

REQUEST FOR PROPOSAL NO P520130910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 5m, 1 Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
5m by 2.5m south of laneway, l-shaped 10m by 2.5m by 2.5 on north end of
Comment: Waterfront exit building

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Granville Mall

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other: Transit buses

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

8. Please provide other comments on this location, as needed:

Granville Mall is restricted to bus, bikes, taxi movements

July 17, 2015

B-6

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

Hornby a high traffic volume cycling route-separated bike lanes, Pender as a bike route carries significant cycling traffic

6

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets:Waterfront Terminal – Hastings and Granville Mall

Bike Station Location: West side Granville Mall by Waterfront Station Granville Exit



July 17, 2015

B-6

July 17, 2015-09-07

B

7

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Seymour St and Cordova St			
Photos (numbered):	North	South	West	East
	North side-Cordova by Waterfront Terminal building			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other: 2 locations, West end of building, abutting building, east end by fence in front of parking lot, abutting fence

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Waterfront Terminal services SeaBus, commuter trains, Canada and Expo Line, and the bus hub on Cordova, ped traffic from office buildings

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: Width: Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: 2 locations, west 6.5m by 2.5m, curb setback 6.5m, east 10.5m by 2.5m, curb setback 5.9m

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: CoV permission for parking on Cordova curb for short services calls

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☐ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

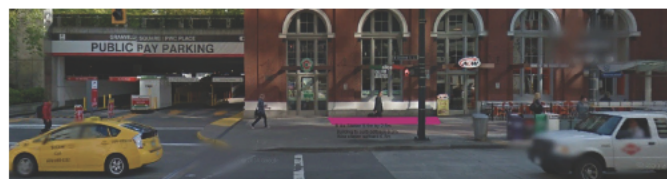
8. Please provide other comments on this location, as needed:

Additional options on Cordova for expanding a bike station, including converting bike racks between pillars to PBS, south side of Cordova, expanding PBS on Canada Place and Howe, expanding at Cordova and Water intersection

7

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets:Waterfront Terminal – Cordova and Seymour Sts
Bike Station Location: North of Cordova



July 17, 2015

B-6

July 17, 2015-09-07

B

8

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Waterfront Rd SeaBus Terminal			
Photos (numbered):	North	South	West	East
	Waterfront Rd			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza	<input type="checkbox"/> Parking Lot		

☐ Other: Potentially TransLink property

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Waterfront Rd is a designated cycling route. The SeaBus exit onto Waterfront Rd provides tight traffic access to the west end, Coal Harbour, and East Vancouver with limited hill climbing. Also provides an alternative to traffic from the Expo, Canada Line, and the commuter trains for continuing to these destinations through the land bridge from the Waterfront Terminal.

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 10m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment:

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Parking lot

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other: Utility box

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☐ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

8

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

Bike Station Location-Streets:Waterfront SeaBusTerminal
Bike Station Location: Waterfront Rd



July 17, 2015

B-6

July 17, 2015-09-07

B

9

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Richards St and Cordova St at Waters St			
Photos (numbered):	North	South	West	East
	Cordova			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input checked="" type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: At the doorstep to Gastown tourism and shopping area. Block away from SFU, the Woodward Centre, and the Waterfront Station

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 16m Width: 2.5m Is there 2.5m of sidewalk clearance? ☒ Yes ☐ No
Comment: Bike station located on corner bulge on north side of Cordova, east of Waters St.

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☒ Yes ☐ No Comment: Parking east of corner bulge

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other: Benches, litter container

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

July 17, 2015

B-6

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

9

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Richards and Cordova and Waters Sts
Bike Station Location: N.E. corner- Sidewalk on Corner Bulge



July 17, 2015

B-6

July 17, 2015-09-07

B

10

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Homer St and Pender St			
Photos (numbered):	North	South	West	East
	SE on Pender			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 12m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment:

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment:

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

8. Please provide other comments on this location, as needed:

July 17, 2015

B-6

10

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Homer and Pender Sts
Bike Station Location: SE on Pender



July 17, 2015-09-07

B

11

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Seymour St and Hastings St-SFU			
Photos (numbered):	North	South	West	East
	North side-Hastings St between Seymour St and Richards (SFU)			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: High student traffic areas. Hotel in the block as well as the Wosk centre.

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 12m Width: 4.1m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: Alcove area by entrance to SFU

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Short period curb lane or Richards St parking

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☐ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

July 17, 2015

B-6

11

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Seymour St and Hastings St
Bike Station Location: SFU-Hastings Block between Seymour and Richards Sts

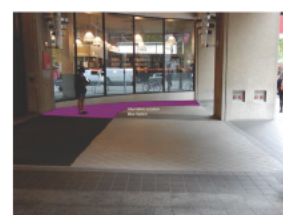
REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

Leasing of space from property owner would be sought. Short-term parking for bike maintenance or redistribution would need CoV agreement. Parking in curb lane on Richards is permitted. With property management agreement, there is room for expansion in the foyer entrance to the building, approx. 15 bikes.



REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT



July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Thurlow St and Georgia St			
	North	South	West	East
Photos (numbered):	NE on Thurlow and NE on Georgia			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other: 2 locations on the NE corner-corner bulges-Thurlow, Georgia, 9m by 2.5m on sidewalk along Thurlow, 9m by 2.5m on sidewalk along Georgia

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions Rate per hr: # of spaces required:	<input type="checkbox"/> Hourly Parking (1hr/2hr) <input type="checkbox"/> Residential Permit Parking <input type="checkbox"/> Unregulated <input type="checkbox"/> In Laneway <input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Loading Zone <input type="checkbox"/> Taxi Zone <input type="checkbox"/> Passenger Zone <input type="checkbox"/> Disability Zone <input type="checkbox"/> Reserved Car Share Zone <input type="checkbox"/> Tour Bus Zone <input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Office and residential buildings

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 18m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment:

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Parking north of corner bulge on Thurlow

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy <input type="checkbox"/> Tree Canopy <input type="checkbox"/> Overhead Wires <input type="checkbox"/> Other:	<input type="checkbox"/> Tree <input type="checkbox"/> Grate <input type="checkbox"/> Fire Hydrant <input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Wayfinding Stands <input type="checkbox"/> Parking Meters <input type="checkbox"/> Bike Racks <input type="checkbox"/> Other: Litter container, news boxes

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:
Office and residential buildings in the catchment area.

12

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Thurlow St and Georgia St
Bike Station Location: NE-on Thurlow and on Georgia



July 17, 2015

B-6

July 17, 2015-09-07

B

13

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Hornby St and Georgia St			
Photos (numbered):	North	South	West	East
	SE-Georgia			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza	<input type="checkbox"/> Grassed lands		

☐ Other: on Provincial lands-Art Gallery

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
<input type="checkbox"/> Other: Shopping, office buildings, hotels, art gallery, and tourism,				

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 22m Width: 2.5 Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: Curb setback 4.5m, concrete or asphalt pad required

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Limited parking on Hornby. Would require CoV permission f

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree <input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate <input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant <input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles <input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☐ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

8. Please provide other comments on this location, as needed:

July 17, 2015

B-6

13

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Hornby and W Georgia Sts
Bike Station Location: SE Corner, Sidewalk on Georgia



July 17, 2015-09-07

B

14

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Burrard St at Dunsmuir St			
Photos (numbered):	North	South	West	East
	South side of Dunsmuir, Expo Station			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr: \$6.00	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required: 5 of 8	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Burrard Expo Line Station, office buildings, bus hub

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 35m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: Expansion space available

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Parking and unloading space on Dunsmuir

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☐ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

8. Please provide other comments on this location, as needed:

July 17, 2015

B-6

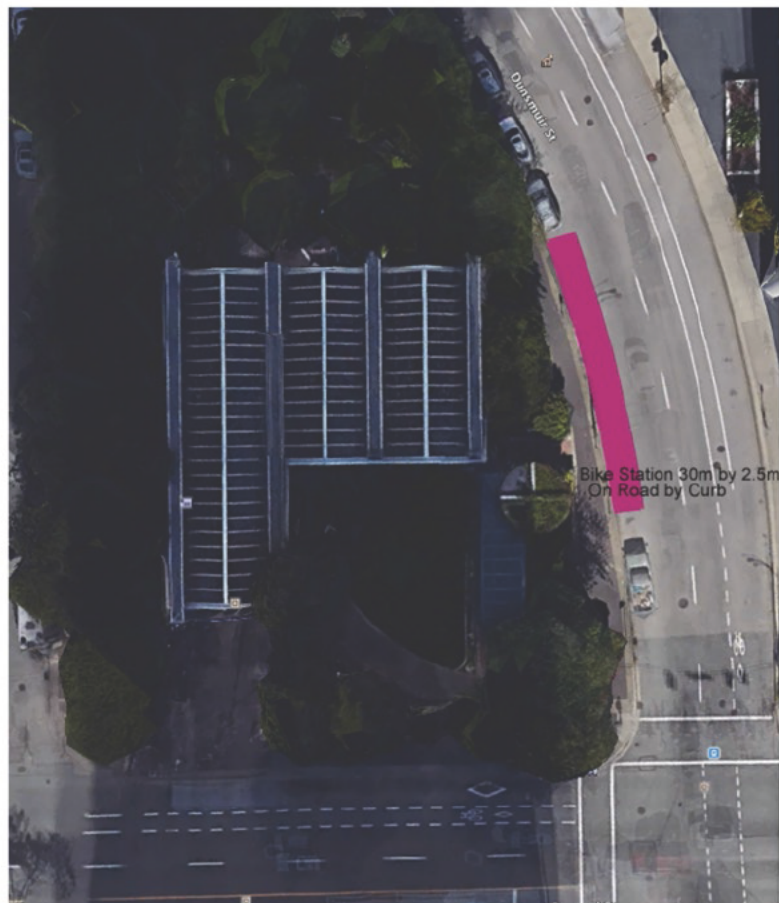
14

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Burrard and Dunsmuir Sts

Bike Station Location: 2 Locations, Burrard Expo Line Station-Dunsmuir, Bus Hub on East Side of Burrard

Dunsmuir St



July 17, 2015-09-07

B

15

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Granville Mall and Dunsmuir St			
	North	South	West	East
Photos (numbered):	SW-on Granville Mall			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input checked="" type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Transit buses, bikes, and taxis only on this mall

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 14m Width: 2.5m Is there 2.5m of sidewalk clearance? ☒ Yes ☐ No
Comment: 2 sections of 7m by 2.5m spaced around pole

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☒ Yes ☐ No Comment: On Granville Mall. Sufficiently wide to accommodate short parking without restricting buses

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input checked="" type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other: Benches

6. What other factors may affect a Station at this location?

- Movement/Access**
- δ Rapid Transit Station
 - δ Bus Stop
 - δ Bike Lane
 - δ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)
- Street Use**
- δ Bus Shelter with Advertising
 - δ Bus Shelter with No Advertising
 - δ Sidewalk Patio
 - δ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)
- Servicing/Maintenance**
- δ Utility Boxes
 - δ Trolley Wires
 - δ Grates/Catch basins
 - δ Tree Canopies
 - δ Surface (e.g. grass, gravel, concrete, etc.)
 - δ Slope/Grade Issue
 - δ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

Regional shopping area

15

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Granville Mall and Dunsmuir Sts
Bike Station Location: N.W. corner on Granville Mall



July 17, 2015

B-6

July 17, 2015-09-07

B

16

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block)	Granville Mall and Georgia St			
and Street name At Cross-street name)	North	South	West	East
Photos (numbered):	SW corner-Canada Line Stati			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Major hub for Canada Line and local and regional buses, destination shopping area, busienss traffic. Granville Mall restricted for transit, bikes, taxis

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 28m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: 2 sections on south side of entrance and elevator buildings-5m by 2.5m each, 18m by 2.5m on private property west of entrance building

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Granville Mall for short-term parking

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☐ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:
Sufficient space for bike station on public and private property without affecting ped flow.

July 17, 2015

B-6

16

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

Bike Station Location-Streets: Granville Mall and W Georgia Sts
Bike Station Location: Canada Line Station, SW corner



July 17, 2015-09-07

B

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

17

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Burrard St and Smithe St			
Photos (numbered):	North	South	West	East
	N.W. on Smithe			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input checked="" type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr: \$3.00	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required: 3	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input checked="" type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Smithe west of Burrard is a more quieter road into the residential area while also serving as a connector to Thurlow St.

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 21m Width: 2.5m Is there 2.5m of sidewalk clearance? ☒ Yes ☐ No
Comment:

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☒ Yes ☐ No Comment: No parking area at corner. Parking areas on Smithe, both sides.

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☒ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☒ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.) on Burrard St

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

July 17, 2015

B-6

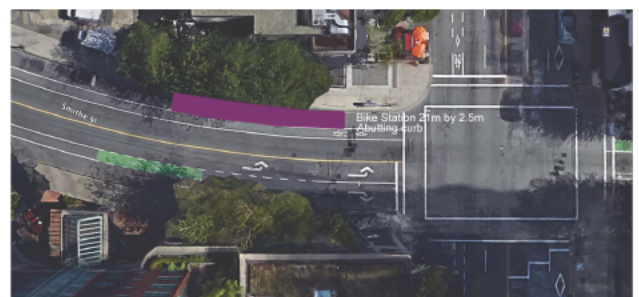
REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

17

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Burrard and Smithe Sts
Bike Station Location: Curb Parking Lane, North Side of Smithe



July 17, 2015

B-6

July 17, 2015-09-07

B

18

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT
APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Hornby St and Robson St			
Photos (numbered):	North	South	West	East
	SE-Georgia on Art Gallery lands			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza	Grassed lands		

☐ Other: Concrete or asphalt slab needed

For locations on On-Roadway, complete the following table, as applicable

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Hornby has separated bike lanes with high cycling traffic
Robson is an unofficial cycling route with significant cycling traffic

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 20m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: Off-road facility

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: CoV permission required for short-term parking on Robson, Hornby has some drop-off and parking spaces

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other: Benches

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

July 17, 2015

B-6

18

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Hornby and Robson Sts

Bike Station Location: Mid-block Robson St, Laneways north and south



July 17, 2015-09-07

B

19

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Granville Mall and Robson St			
Photos (numbered):	North	South	West	East
	SE-Granville Mall			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input checked="" type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input checked="" type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: High pedestrian traffic area-shopping, businesses.

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 18m Width: 2.5m Is there 2.5m of sidewalk clearance? ☒ Yes ☐ No
Comment:

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☒ Yes ☐ No Comment: Robson, Short-term stopping on Granville Mall will not affect bus traffic

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)
<input type="checkbox"/> Structure/Awning/Canopy	<input checked="" type="checkbox"/> Tree
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles
	<input type="checkbox"/> Wayfinding Stands
	<input type="checkbox"/> Parking Meters
	<input checked="" type="checkbox"/> Bike Racks
	<input type="checkbox"/> Other: Benches, litter container

6. What other factors may affect a Station at this location?

Movement/Access
☐ Rapid Transit Station
☐ Bus Stop
☐ Bike Lane
☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use
☐ Bus Shelter with Advertising
☐ Bus Shelter with No Advertising
☐ Sidewalk Patio
☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance
☐ Utility Boxes
☐ Trolley Wires
☐ Grates/Catch basins
☐ Tree Canopies
☐ Surface (e.g. grass, gravel, concrete, etc.)
☐ Slope/Grade Issue
☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

Cycling on Granville Mall

19

REQUEST FOR PROPOSAL NO P5520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Granville Mall and Robson Sts

Bike Station Location: SE corner on Granville Mall



July 17, 2015

B-6

July 17, 2015-09-07

B

20

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Seymour St between Dunsmuir St and Georgia St			
Photos (numbered):	North	South	West	East
	East side of block, roadway to surface parking lot with connections to Richards			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza		<input type="checkbox"/> Parking Lot	

☐ Other: Concrete or asphalt slab required for grassed soil.

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
<input type="checkbox"/> Other: Seymour heavy bus traffic and some cycling between Dunsmuir and Cordova, Richards with a southbound bike lane				

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: Width: Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment:

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment:

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

B-6

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

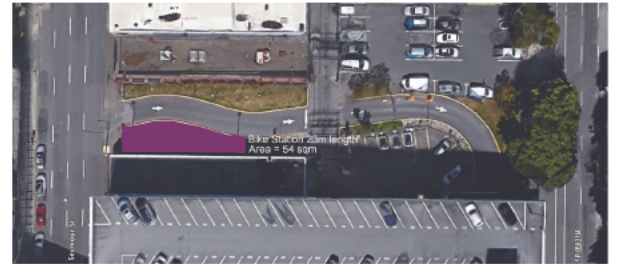
Unique opportunity for providing cycling connection between Seymour (northbound) and Richards (Southbound) within an active shopping, office, and educational centre, SFU within a block, shopping centres on west side of Seymour and within a block, office building within a block

20

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Seymour St and Dunsmuir St

Bike Station Location: Parking Lot between Dunsmuir and Georgia Sts, Seymour and Richards Sts



July 17, 2015

B-6

July 17, 2015-09-07

B

21

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Richards St and Smithe St			
Photos (numbered):	North	South	West	East
	NW-North side of Smithe			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input checked="" type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Serving high density residential area

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 15m Width: 2.5m Is there 2.5m of sidewalk clearance? ☒ Yes ☐ No
Comment: Wide sidewalk

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☒ Yes ☐ No Comment: Parking on Smithe

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input checked="" type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input checked="" type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

B-6

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

8. Please provide other comments on this location, as needed:

July 17, 2015

B-6

21

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Richards and Smithe Sts
Bike Station Location: N.W. corner-Sidewalk on Smithe



REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

July 17, 2015-09-07

B

July 17, 2015-09-07

B

22

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Homer St and Robson St			
Photos (numbered):	North	South	West	East
	NE-Central Library Plaza			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Central Library, office towers, hotels, and retailing.

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 18m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: Bike station positioned diagonally from bike rack towards pedestrian way

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Parking on Homer

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

B-6

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.)
- ☐ Slope/Grade Issue
- ☐ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

Same comments as Homer and Georgia

22

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Homer and Robson Sts

Bike Station Location: N.W. Corner, Central Library Plaza on Homer, Expansion on Robson



July 17, 2015

B-6

July 17, 2015-09-07

B

23

REQUEST FOR PROPOSAL NO P520130910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2
OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Burrard St ad Dunsmuir			
Photos (numbered):	North	South	West	East
	Bus hub on Burrard			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Bus loading area in curb lane for the Burrard Expo Station. Cycling facility southbound and on Dunsmuir

REQUEST FOR PROPOSAL NO P520130910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 15m Width: 2.5m Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No
Comment: 4.9 m setback from curb

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: Parking on Dunsmuir. City permission required to temporary park in bus lane

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

☐ Rapid Transit Station

☐ Bus Stop

☐ Bike Lane

☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

☐ Bus Shelter with Advertising

☐ Bus Shelter with No Advertising

☐ Sidewalk Patio

☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

☐ Utility Boxes

☐ Trolley Wires

☐ Grates/Catch basins

☐ Tree Canopies

☐ Surface (e.g. grass, gravel, concrete, etc.)

☐ Slope/Grade Issue

☐ Other

July 17, 2015

B-6

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:

23

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

East Side of Burrard-Bus Hub

Bike Station Location: 2 Locations, Burrard Expo Line Station-Dunsmuir, Bus Hub on East Side of Burrard



July 17, 2015

B-6

July 17, 2015-09-07

8

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

APPENDIX 3 TO PART B
STATION LOCATION FORM

[SEE BELOW – TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH

1. Where is the Station located?

Station Location (Address or hundred block and Street name At Cross-street name)	Homer St and Georgia St			
Photos (numbered):	North	South	West	East
	SE-Central Library Plaza			

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered	<input type="checkbox"/> Sidewalk	<input checked="" type="checkbox"/> Plaza	<input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza
<input type="checkbox"/> Non-metered	<input type="checkbox"/> Boulevard	<input type="checkbox"/> Park	<input type="checkbox"/> Park	
	<input type="checkbox"/> Plaza			

☐ Other:

For locations on On-Roadway, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions	<input type="checkbox"/> Hourly Parking (1hr/2hr)	<input type="checkbox"/> Loading Zone
Rate per hr:	<input type="checkbox"/> Residential Permit Parking	<input type="checkbox"/> Taxi Zone
# of spaces required:	<input type="checkbox"/> Unregulated	<input type="checkbox"/> Passenger Zone
	<input type="checkbox"/> In Laneway	<input type="checkbox"/> Disability Zone
	<input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Reserved Car Share Zone
		<input type="checkbox"/> Tour Bus Zone
		<input type="checkbox"/> Other:

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input checked="" type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
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☐ Other: Homer has a northbound bike lane. The bike station at this location should experience high usage with the central library, office buildings, hotels, and shopping within a block.

July 17, 2015

REQUEST FOR PROPOSAL NO P520150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

3. How much space is available?

Length: 30m Width: 2.5m Is there 2.5m of sidewalk clearance? ☒ Yes ☐ No
Comment: on the plaza

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☒ No Comment: Controlled parking on Homer and Georgia

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other:	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other:

6. What other factors may affect a Station at this location?

Movement/Access

- δ Rapid Transit Station
- δ Bus Stop
- δ Bike Lane
- δ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- δ Bus Shelter with Advertising
- δ Bus Shelter with No Advertising
- δ Sidewalk Patio
- δ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- δ Utility Boxes
- δ Trolley Wires
- δ Grates/Catch basins
- δ Tree Canopies
- δ Surface (e.g. grass, gravel, concrete, etc.)
- δ Slope/Grade Issue
- δ Other

July 17, 2015

B-6

REQUEST FOR PROPOSAL NO PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENT

8. Please provide other comments on this location, as needed:
The location provides opportunities for expansion.

24

REQUEST FOR PROPOSAL NO PS520150910
PUBLIC BICYCLE SYSTEM
PART B – PROPOSAL REQUIREMENT

Bike Station Location-Streets: Homer and Georgia Sts
Bike Station Location: Central Library Plaza, SE corner



July 17, 2015

B-6

July 17, 2015-09-07

B

STATION TYPES

Summary of Station Locations by Type of Location

	Type of Location	# of Stations	% of Total Stations
1.	On-Roadway (Street ROW)		
	a. Metered Spaces	2	7%
	Burrard Station/ Dunsmuir, 5 metered spaces, Hourly Rate: \$6.00		
	Burrard St./Smithe St. 3 metered spaces, Hourly Rate: \$3.00		
	b. Non-Metered Spaces	0	0%
2.	Off-Roadway (Street ROW)	22 Off-Street Locations (3 locations feature an alternate/add-on station)	
3.	Public Lands	6	22%
4.	Private/Public Land Mixed	0	0%
5.	Private Lands	2	7%
6.	Other: Sidewalk	16	59%
7.	Other: Plaza	1	4%

Process for New Station Locations

1. Identify suitable locations
2. Get public input and review suggestions
3. Narrow to most suitable locations for overall network
4. Follow siting process and engineering guidelines
5. Conduct field visits (photos, measurements)
6. Conduct safety review
7. Prepare siting documentation
8. Submit permit application to city
9. Announce locations to public
10. Prepare location for installation
11. Install station

Process for Relocation/Removal and Deactivation (temporary or permanent)

1. Plan station adjustment
2. Identify new location and follow new station location process
3. Prepare traffic control plan for station adjustment
4. Prepare traffic control plan for station adjustment
5. Schedule station adjustment
6. Announce location adjustment
7. Update network maps, website
8. Make adjustment
9. Evaluate adjustment

See Appendix D, PBS Siting Guidelines

PROPOSAL: TRANSLINK'S COMMERCIAL-BROADWAY EXPO STATION BIKE STATION

Background

For the City of Vancouver, the next priority for a rapid transit/subway line is Broadway from Commercial to Arbutus Sts. and to the UBC Lands. It is hoped that this line will be built this decade. The City and TransLink have both expressed publicly that Broadway is at capacity with transit buses and cannot add any more capacity to meet current demands.

There are frequently pass-bys at the Commercial Station for buses going west, which may result in waits of more than one bus. Of course, as a result there are also pass-bys at stops to the west. There is a high work population area in the City Hall-Hospital precinct from Yukon St to Oak St on 10th Ave, one block south of Broadway. Some of the operations in this precinct are 24-hour, seven days a week with early starting hours. 10th Ave is a high cycling traffic bike route.

Proposal

Propose to the City the implementation of the Commercial-Broadway Expo Line Bike Station in Phase 1, rather than Phase 2, to test the uptake of people to transit-bike share cycling to work in the City Hall-Hospital precinct rather than taking the Broadway bus or driving to work. People may be driving to work rather than take transit due to the overcapacity Broadway bus westbound.

Propose that this station be signed to serve the transit station to City Hall-Hospital precinct only. Propose that the station would have a map indicating cycling routes from this station to the City-Hall-Hospital precinct that would appeal to all levels of cycling, including those that are taking it up for purpose to going to work with bike share.

Bike station with 40 spaces proposed until demand builds up and then expand. (This could become a major, high capacity bike station when adding the Commercial St (local shopping, a destination street) stations in Phase 2.

PROPOSAL: TRANSLINK'S COMMERCIAL-BROADWAY EXPO STATION BIKE STATION

Discussion

This proposal would link well with 6 bike stations proposed in Phase 1. Bike Stations are proposed in the City Hall-Hospital precinct at Broadway-10th Ave and Cambia at City Hall, Broadway and Ash (one block from the hospital), 10th Ave and Heather and 10th Ave and Heath, both by the hospital, and 10th Ave and Oak at the end of this precinct. Additionally a bike station is also proposed at Broadway and Oak Sts. The cycle is 3.5 km. There is one significant hill to climb (23m in .63km), especially in the westbound direction from China Park to Fraser Ave, the peak. It is a bit less demanding in the eastbound direction.

Three alternatives could be suggested to cyclists:

- 10th Ave on the Bike Route with the hill. Will appeal to regular cyclists and those who enjoy a short climb. New bike share users may not enjoy the climb resulting in fewer uptakes than if the route were less demanding.
- Broadway Ave for those who enjoy cycling with buses. Will appeal to a limited number of potential bike share users.
- An alternate route that is less demanding. To be specified later.

Commercial-Broadway Bike Station Location Options:

- Preferred-TransLink alley beside the station
- On 10th Ave – north side preferred, or south side of street
- Bike station on adjacent shopping centre parking lot on 10th Ave side

Benefits of Proposal for TransLink and the City

- Public perception that both parties are taking steps towards the over demand bus problem.
- A limited lessening of bus usage and overcrowding, maybe the equivalent of 0.5 bus capacity.
- Testing of the ability of bike share to draw people away from bus use on heavy use routes.
- Testing of the ability of bike share to draw people from car usage to rapid transit and bike share.

GENERAL

CycleHop's management team has decades of experience with maintaining very large bicycle rental fleets. We cultivate a work atmosphere that requires accountability and rewards excellence by deploying effective training programs and ongoing evaluations. We utilize tools and technology for optimal performance and adhere to industry standards. Our years of planning and implementing not only bike share programs, but also bicycle tourist and commuter operations, has allowed us to develop comprehensive rental systems, establish industry standards, create operational and marketing plans, and formalize bicycle distribution and maintenance standards. Our efforts have shaped the bike share industry.

An ideal bike share system will operate 24 hours a day, 365 days a year, with stations in locations that are accessible round-the-clock. In case of extreme weather or natural phenomenon, a system shutdown will occur for the safety of our users. A partial shutdown is also available on per bike or per station basis. We expect weekday peak time usage between 7:30 a.m. and 9:30 a.m. and 4:30 p.m. and 7:30 p.m. Depending on the weather, we expect 70% of bikes in the system to be in use at a given time during peak hours. We also expect high weekend usage between 10 a.m. and 4 p.m. We will be monitoring the data carefully in order to quickly understand the usage patterns to effectively deploy redistribution vehicles to the right places at the right times.

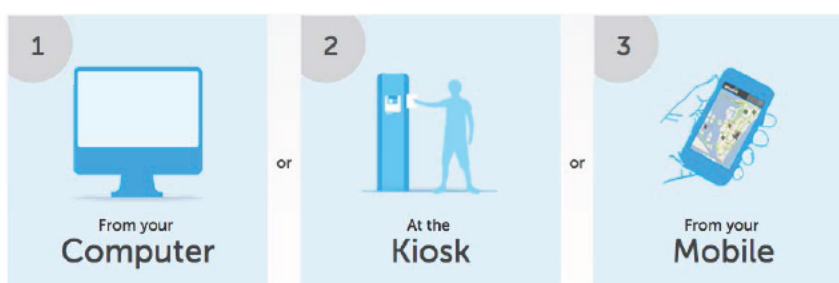
A bike share system can serve as a key component of a comprehensive public transit system. The availability of bike share bicycles alleviates the first mile/last mile problem and gives commuters more flexibility in their transportation options. The Vancouver PBS will integrate with existing local transportation modes. In addition to connectivity with public transit through siting of bike share stations with transit hubs, we also plan on establishing partnerships and developing interoperability with local transit smart-cards and key fobs.

OPERATING POLICIES, PROCESSES, AND PROCEDURES

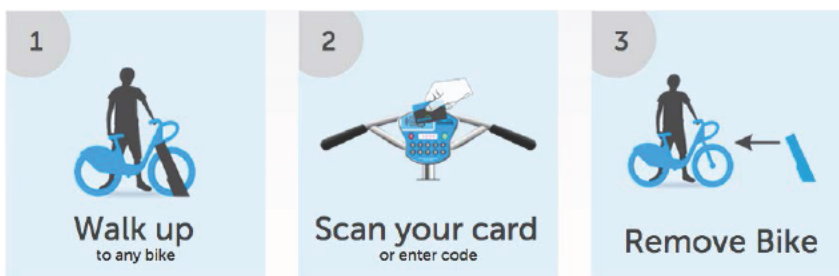
Bicycle Check-Out and Return Procedures

Our system offers multiple ways to access a bike; via kiosk, mobile phone, with membership card, by entering a code on the bike keypad. This multi-access flexibility allows us to better serve all populations and quickly facilitate access even to those who don't have a credit card or a bank account. Casual users can access a bike from any station by using their mobile phone to sign up and pay. If a station is full the user can simply lock it to a nearby public bike rack.

SIGN UP



ACCESS



STOP & SHOP



RETURN



OPERATING POLICIES, PROCESSES, AND PROCEDURES

Bicycle Redistribution Plan

Throughout the day, CycleHop staff redistributes bikes as needed. Work schedules can be planned in advance based on historical patterns and the team can adjust this schedule according to demand. Bikes that are locked out of hubs for extended periods and are not brought back by a user can be collected and returned to hubs by the redistribution team. During special events we can easily create bike collection & distribution centers near the event.

The operator can customize rebalancing thresholds on a per-station basis. When the number of bicycles dips below or above the customized target, the system will automatically send a redistribution alert to the staff. In 20-plus years of developing and operating bike share systems, CycleHop has implemented unique tools and methods of distribution that are based on our operational experience and from studying other best practice programs around the globe. We will utilize these time-tested methods and tools to balance the systems.

CycleHop offers multiple reallocation protocols to develop an efficient, streamlined, rebalancing effort:

- We use a scientific model to anticipate busy locations and bike flow.
- As patterns evolve after system installation, we will study them and adjust efforts.
- We will establish rebalancing zones and allocate a sufficient number of reallocation vehicles per zone or to remove “out of order” bikes from the system.
- Smoove’s equipment also offers unique features to deal with dock block as users can lock the bike within 100 meters of a station to any public bike rack.

We use all-electric vehicles and enclosed vans to balance stations.



OPERATING POLICIES, PROCESSES, AND PROCEDURES

CycleHop's maintenance program works in three phases to keep the fleet, equipment and stations running smoothly 24/7/365:

- Ongoing maintenance. This occurs daily onsite and includes minor adjustments, repairs, check-ups and cleaning.
- Preventive maintenance. This occurs per schedule, based on miles, at our maintenance facilities, and is equivalent to a bike tune-up.
- Bike refurbishment and equipment renewal. This occurs in the slow season over the winter at our maintenance facilities and is equivalent to a bike overhaul and decal refresh on the bikes and the stations.

For fleet management, the operator can track the total number of bikes in the network, real-time battery life on individual bicycles, bikes in need of maintenance, which type of maintenance is required, the progress reports and status of maintenance, and maintenance logs. The operator can even predict or schedule maintenance for bikes based on miles ridden or period of time since last tune-up. The system knows how many miles each bike has traveled so if it is recommended to lubricate the shaft drive every 12 months or 1,000 miles traveled, a notification can be sent to the operator whenever one of the two metrics occurs first.

The bikes' health is monitored 24/7 by the central computer, which it performs routine checks automatically. In the event that a bike is not functioning properly, we will see this at the control center on the software dashboard and respond immediately.

Our maintenance plan calls for daily visits to the stations. The mechanics are equipped with handheld computers and they record each visit to the station and every time they work on a bike. This information is transferred to our central computer and recorded in our maintenance software program. The supervisors print out reports to verify that all the stations and getting inspected daily.

In addition, mechanics are required to follow a bi-weekly maintenance checklist for each bike. When they perform this inspection, they scan the bike and record the inspection in the handheld computer so we are able to know which bikes received this check-up from looking at the maintenance records in the software reports. In addition to recording the information on the computer, they are also required to mark the bike with a dated sticker noting the last time it was inspected. As the mechanics walk-through the bike, they check the date on the sticker and know which bikes require a priority check.

OPERATING POLICIES, PROCESSES, AND PROCEDURES

Most routine bicycle maintenance can be done “in the field.” Specially equipped maintenance vehicles will have the tools, parts and supplies necessary to perform these routine tasks.

- A fleet of electric bicycles will be utilized by field mechanics to allow quick station access and to minimize automobile traffic disruptions.
- The field maintenance bikes will be equipped to transport up to four bikes to other stations or maintenance centers.
- Each bicycle is identified with a unique ID and its maintenance records are maintained in our enterprise software.

The following is a list of functions that may be performed onsite:

- Minor adjustments
- Tightening screws and parts
- Clean bikes
- Inflate tires and fix flats
- Adjust brakes and gears
- Remove graffiti
- Fix lights and reflectors
- Adjustment and replacement of saddles
- Replace stickers
- Replace brake levers
- Adjust baskets

OPERATING POLICIES, PROCESSES, AND PROCEDURES

Each Smoovebox is connected to a dynamo within the bike. Thanks to this connection Smoovebox exactly knows the number of miles accumulated during each rental period. When the bike is returned to a station, the Smoovebox sends a return message with distance travelled to the central server. Based on the bike mileage, we know what components of the bike require maintenance. We can anticipate the required maintenance and parts replacement based on that. In addition, our maintenance program is built around onsite daily checks, preventive maintenance and scheduled maintenance.

The operations team can view and report how many rides/miles each bike has taken by creating a filter on the rental history to extract only rentals from one bike. Maintenance alerts will be structured to alert the service team when a bike has reached a pre-set mileage or ride milestone.

Any bikes CycleHop manages will be equipped with unique identification numbers. Our mechanics utilize handheld technology and enterprise fleet management software to record station visits, field maintenance activities, and preventive maintenance operations using these codes.

The maintenance facility will include multiple bike repair stations, office space, distribution, vehicle parking, loading and access, and bicycle and replacement parts storage.

Maintenance Tasks	Frequency	Location	Performed By
Minor Adjustments & Repairs	Daily	On-Location	Field Mechanics
Detailed Maintenance Checklist	Bi-Weekly	On-Location	Field Mechanics
Bicycle Cleaning	Daily	On-Location	Field Mechanics
Station Cleaning	Weekly	On-Location	Field Mechanics
Station and Bicycle Inspections	Daily	On-Location	Field Supervisors
Major Bike Maintenance	As Needed	Maintenance Facility	Shop Mechanics
Replacement of Bicycles	As Needed	Maintenance Facility	Fleet Manager
Scheduled and Preventative Bicycle Maintenance	Bi-Annual	Maintenance Facility	Shop Mechanics
Software Upgrades and Kiosk Maintenance	As Needed	Remote Access & Onsite	IT Department

OPERATING POLICIES, PROCESSES, AND PROCEDURES

Station and Bicycle Cleaning

Our mechanics will visit the stations on a daily basis to perform regular maintenance checks. The daily maintenance checklist will also include the removal of trash and debris in and around the station and from the bike baskets. Our maintenance staff will be responsible for trash removal and clean-up on and off street locations to an agreed-upon service level. We will include this in our standard operating procedures and staff training programs, as well as purchase the necessary equipment to comply with this. We will also coordinate with the City's snow plow and street cleaning vehicles to alert them to station locations.

Inclement Weather Procedures

The Smoove system allows for shutdown of one station or all in the event of a weather emergency. Our procedures call for:

- Announcement of shutdown to media
- Allocation of resources such as trucks and staff for removal of bicycles and solar panels from stations if time permits
- Storage of equipment in a safe facility

Special Event Procedures

During special events we can create bike collection & distribution centers near the event. And notify the public of our participation so they may take advantage of the service.

OPERATING POLICIES, PROCESSES, AND PROCEDURES

Issue Response, Tracking and Resolution

The smart bike is connected to an operator platform that actively communicates mechanical problems or potential theft. The smart-lock is aware of discrepancies between the bicycle's lock-state and GPS data. For example, if the bike is locked but detects GPS displacement, the operator will be made immediately aware via the admin portal alert. Batteries actively report battery life and the operator is able to assess low-battery bikes on a map in real time. We have a sophisticated algorithm that monitors all bikes in the system to effectively dispatch redistribution crews. The crews are sent to the appropriate hubs to drop off more bicycles and pick up excess bicycles for redistribution throughout the network. This system minimizes the likelihood of empty or full stations.

The software sends the operator alerts when stations are “almost full” or “need bikes” at pre-determined percentage levels. We set these percentage levels for each hub on an ongoing basis according to the hub location, time of day, season and previously witnessed patterns. These alert levels can be modified to accommodate special events, changes in weather conditions or depending on the day of the week. With this technology, we can provide the necessary supply of bicycles and free parking spots to meet expected demand. Our collection trucks are available to pick up bikes or quickly remove bikes from stations when necessary.

Lost/Stolen Bikes

The central system is aware of each bike's departure. When a rental exceeds a maximum time threshold (as determined by the operator and currently set at 24 hours), the system creates an alert for this rental. The maintenance team is informed of all the rentals that exceed maximum rental time in real time, allowing them to begin a recovery protocol that includes contact with the last registered user and location tracking. If the bike is returned to a station, the alert is cancelled by the system. If the bike cannot be recovered, the operations team will convert the bike status from operational to “lost” and follow lost bike protocol.

CycleHop will provide regular reporting at predetermined intervals to the City, including but not limited to: inventory, unusual events, emergencies, notices of default, performance and usage, financial information.

Facility, Vehicle and Equipment Requirements

Phase 1:

5,000 square foot of indoor space and 2,000 square foot of outdoor space.
4 vehicles

Phase 2:

7,500 square foot of indoor space and 3,000 square foot of outdoor space
6 vehicles

COLLECTING AND MANAGING MEMBERSHIP, FARES, OR RENTAL REVENUE

CycleHop, as the operator, will collect and manage user memberships, fares and rental revenue. Memberships can be purchased in a variety of ways and using a variety of payment methods, online, by phone, or in person at a system kiosk, and will accommodate a variety of membership types (student, senior, low-income, etc.).

CycleHop will work with the City to ensure compatibility with other payment types, such as local transit cards or other payment systems. The administrative tools provide the ability to charge users for additional usage fees or penalties related to the use of system bicycles or the purchase or rental of helmets. If applicable, the system can be designed to allow one user to rent multiple bicycles, based on their membership type.

Transit Integration

By leveraging Smoove's RFID-card based locking technology, CycleHop aims to allow integration with local transit cards. This will create an implicit membership market because there will be no barriers to entry as a transit user. Additionally, memberships could potentially be available for purchase at transit kiosks as an add on to a transit car.

Pricing Strategy and Rate Schedule

The proposed pricing structure is simple to understand and is built for transit.

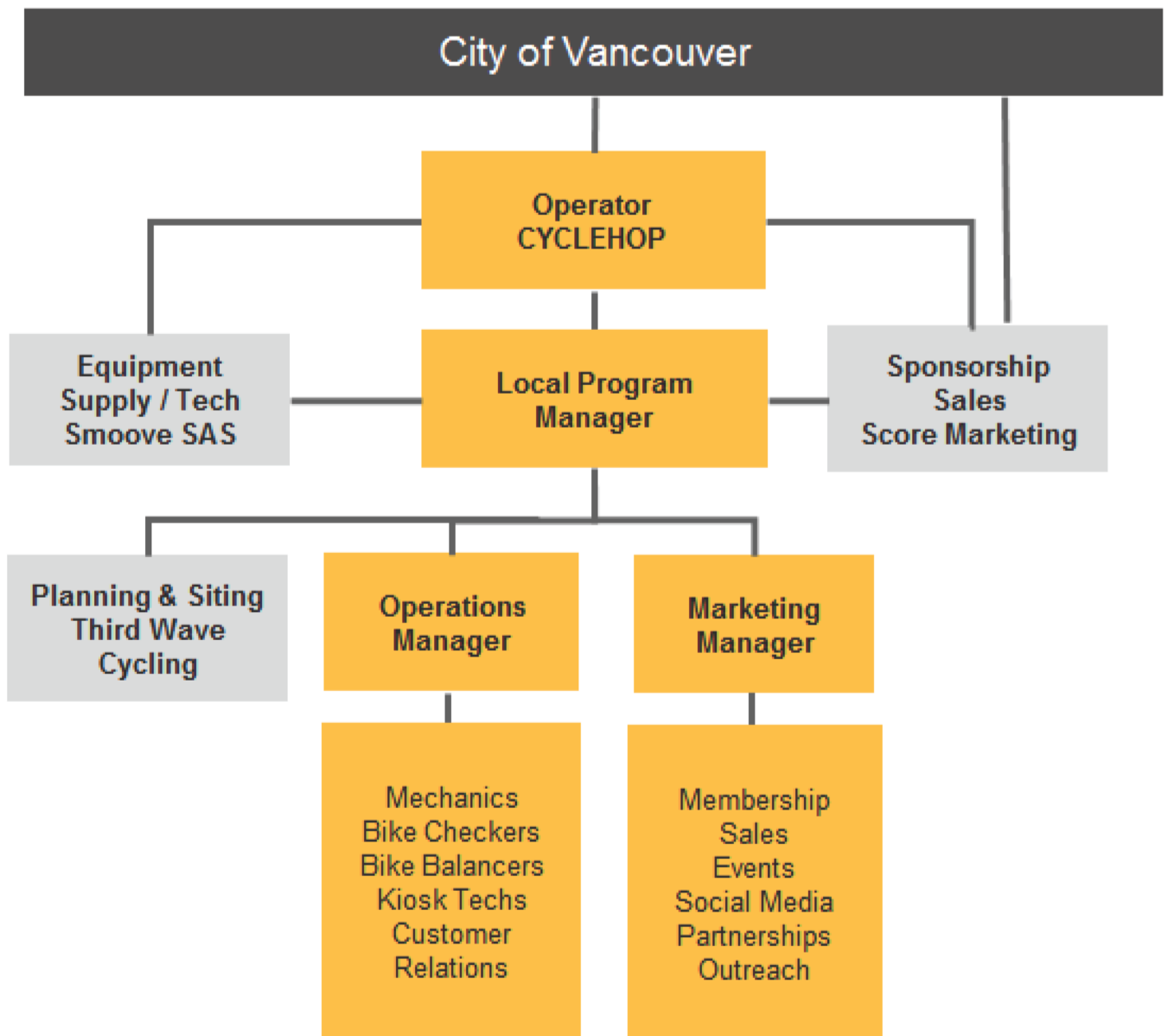
Single trip: \$3 for up to 20 minutes

Monthly Membership: \$20 per month for 45 minutes of riding time, with unlimited rides per day

Overage fees: \$2 per 20 minutes

This plan also requires a minimum 3 month commitment for memberships.

ORGANIZATION AND STAFF CHART

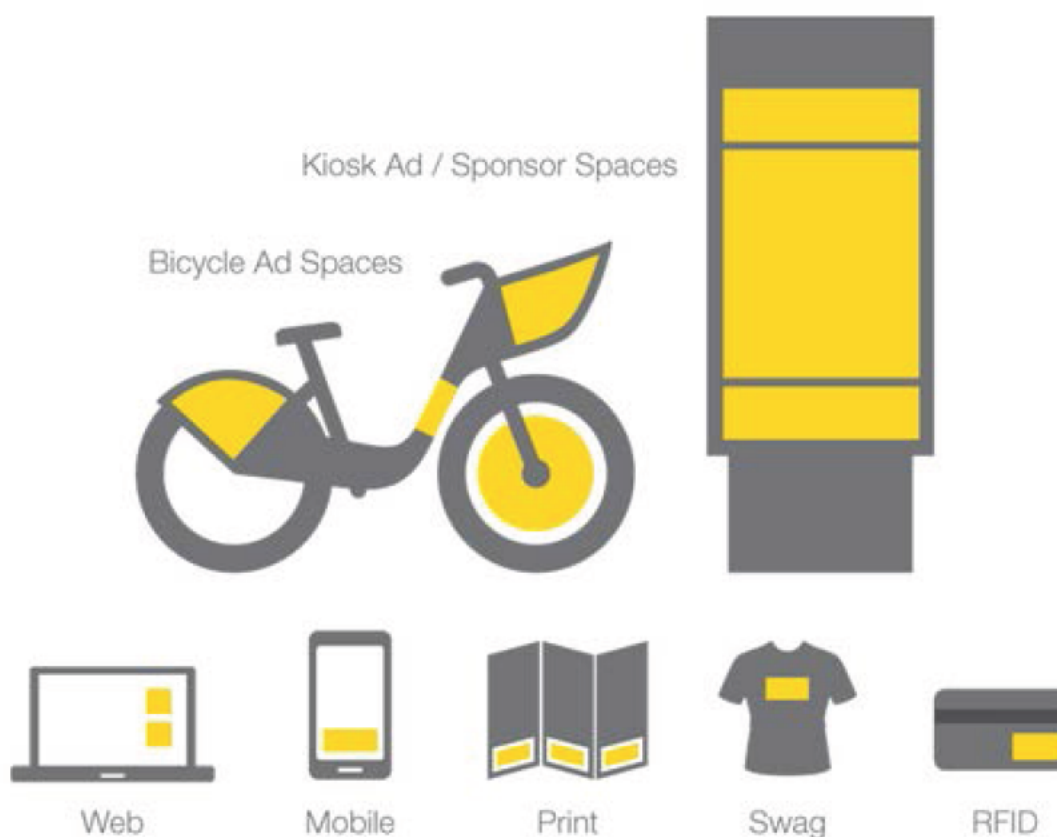


IMPLEMENTING SPONSOR BRANDING AND OTHER COMMITMENTS

CycleHop has a national and local sponsorship sales team. We have been very innovative and active in this space. The system name and potential inclusion of a system naming sponsor will affect brand creation and outreach, likely in cooperation with the sponsor and city. The branding systems are inherently flexible and built to be easily applicable across a wide variety of marketing platforms.

CycleHop has partnered with a highly capable and experienced firm, Score Marketing Inc., to identify, sell, and manage sponsorships for the bike share program.

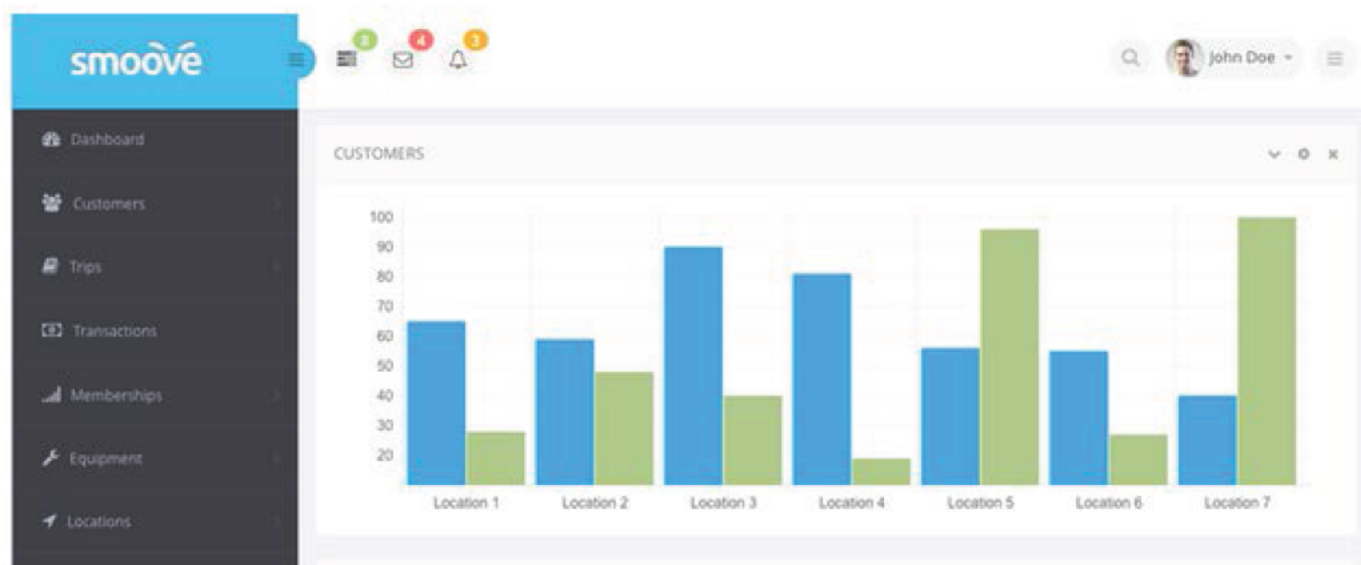
The physical elements of our proposed bike share system offer extensive and highly visible opportunities to promote advertising sponsors at various price points. Elements include, but are not limited to:



INVENTORY REPORTING

CycleHop will submit to the City a monthly report by the 15th day of the following month. The report will include all aspects of the system performance and at minimum:

- Memberships: new members by type, total members YTD
- Trips and Ridership: per day, week, month, and YTD
- Revenue by type, day, week, month, and YTD
- Location performance
- Incidents
- Call and email volume
- Marketing activities



GENERAL

We believe in “Bike Share +” the “plus” being the add value provided beyond a good working bike. This is in the core of our company culture. We want our customers to have a good experience with every CycleHop team member, whether they are on the street, on the phone, or at an event.

The customer service function will be staffed 24 hours a day, 7 days a week. Customers will be able to contact customer service through a toll free number, email, website, and also report a problem via social media. On our website we will also have an FAQ section, lost and found, injury reports, and other services to assist customers. We also post service alerts and station closures via Twitter and communicate with customers via emails and newsletters. Account information and billing information is also available online. We will facilitate the replacement of lost membership cards through our member customer service department and other outlets.

The best way to retain customers is to make sure they’re treated in the best possible way. Our product and bike share service will be engineered to minimize user experience problems so that they ideally will never need to call customer service. If there is an equipment malfunction that creates a negative experience, our call centers will be furnished with whatever it takes to make it right be it a refund, free ride time, or a free short-term membership. This will create positive word of mouth and a reputation as an honest, consumer-oriented business that will be more valuable than any marketing campaign.

All membership information and rates will be displayed on station and online. The terms and conditions will also be available online.

OTHER

In the event of injury, the first thing the customer needs to do is attend to their medical situation. If they are seriously injured they should call 911 for an ambulance. Every reported injury will trigger a process to record incident details and investigate the cause of the accident:

1. A standard injury report form will be completed. The report will include the date/time of the incident, detail account of the incident, name and contact information of the person(s) involved, witness's statements, photos, and damage to bike, and other information regarding the incident.
2. The bike will be taken back to the operations facility for further inspection.
3. The injury report will be sent to our insurance company.
4. Our customer service manager will follow-up with the injured person to see how he/she is doing.
5. The Operations Manager will investigate the incident and discover the cause of the event, and see if anything could be done to prevent something like it from occurring again.
6. All injury reports records will be maintained on file.
7. We also will post on our website a section on "What to do in case of an accident".

A phone number for customer service will be clearly visible on every bicycle, and we will work with the City to develop interconnectivity with the 311 system and allow bike share users to access assistance through 311.

CycleHop is currently establishing a national service center for member services and fulfillment. This will provide for consistent service levels and extended hours to ensure round-the-clock customer service availability.

Service Performance Levels	
Stations Full or Empty, including Average System-Wide and at Specific Stations	15%
Minimum Number of Bicycles Deployed	90%
% of Station Uptime	90%
% of Calls Answered within 30 seconds	85%
% of Dropped Calls	5%
% of Email Responded within 24 hours	95%
% of Memberships Mailed within 24 hours	95%
% of Stations Cleaned	85%, weekly
% of Bicycles Inspected and Maintained	95%, monthly
% of Bicycles Refurbished	As needed
Helmet Solution Full or Empty, including Average System-Wide & at Specific Stations	TBD

GENERAL

Our strategic PR campaign will generate exposure in print, online, TV, radio and social media. We work with local, regional and national media extensively and we understand how journalists work and the type of stories they are looking to cover. We'll develop angles and themed pushes to tie into existing news and events — such as stories related to Earth Month, biking to the pier for summer concerts, daylight savings cycle after work, biking to the farmers' market, membership as Father's Day gift, etc. We can utilize PR to promote a safety message — for both cyclists and motorists.

COMMUNICATION PLAN

We want people to quickly grasp that this bike share program is part of Vancouver's transportation network. It should communicate its look and attitude and should be something that locals and the city are proud of and use.

First we'll develop a solid strategy, based on the goals of the City of Vancouver and our research about the targets: what motivates them, what are the barriers to trial, understanding the customer journey and the best way to reach them. All messaging, branding, naming and outreach communications will be based on that strategy (for example, a strategy based on beating traffic... or perhaps the focus is on being green... or about fun, health, affordable sightseeing, etc.). We'll set measurable objectives and continually evaluate the marketing program.

CycleHop will coordinate all communications related to the bike share program with the City's Corporate Communications department, and will collaborate with the City on the language and branding appropriate for use in communications about the system.

Cyclehop will designate a company spokesperson and coordinate all media engagements with Vancouver's transportation department and the City's Communications Officer, and will collaborate with the City on the language and branding appropriate for use in communications about the system.

We will also prepare a communication protocol to respond to events such as accidents, vandalism and thefts.

PUBLIC CONSULTATION

CycleHop understands that community buy-in is key to a successful bike share system. Cycling events, bike share/bike local tours, and education/orientation programs are some examples of ways we will get locals involved and excited about this fun and healthy transit option.

We will use events and promotions strategically throughout each phase of the campaign to generate media coverage, social engagement and excitement around the bike share program. These provide good opportunities to garner membership sign-ups. We'll work with local influencers, city officials, celebrities and enthusiast groups to develop a highly interactive launch event to introduce the program.

EDUCATION

CycleHop will have ongoing educational and outreach programs focused on promoting the program benefits, how to use the system, and bicycle safety classes. These programs will be ongoing on a regular basis and coordinated with other local cycling advocacy groups and the City.

MEDIA RELATIONS

The bike share system will have an active presence on Facebook, Twitter, Instagram, YouTube/Vimeo and a blog on the website. We will coordinate with the City on how we interact with bike share users, residents and prominent stakeholders. Social media elements will be integrated into all aspects of the campaign, for example, hashtags and social call-outs on printed materials and outdoor creative, social sharing promotions at docking stations and fun contests or scavenger hunts to gain awareness and talk around Vancouver and among the city's influencers.

OTHER

CycleHop will make an effort to translate informational materials into the languages appropriate to the local area, and will seek to maintain a high level of communication and clarity with non-English speaking users.

GENERAL

CycleHop has extensive branding and marketing capabilities. We have developed marketing campaigns for systems in multiple cities. Through a comprehensive brand development process, we will work to create a strong connection between the consumer and the bike share program. We want local constituents to take pride in their local bike share program, to embrace ownership of this civic resource. Naming and brand development will focus on communicating to consumers an experience that is fun, social, economical, and healthy for them and the environment. It should become iconic, with the logo and name synonymous with bike share in the city.



MARKETING PLAN

A dedicated bike share marketing team will be composed of specialists in strategy, design, messaging, production, online, paid (ads) and earned (PR/social) media, and community outreach and events. We'll make sure that all communications speaks with one voice — to maximize efforts and clearly communicate how bike share is convenient, helps reduce traffic congestion/parking challenges and cuts pollution. CycleHop will work with the City of Vancouver to allocate marketing funds from the overall budget.

Events and promotions will support public relations and social media outreach and generate consumer interest. We will team up with local community organizations and businesses to host events and demos, test ride the bikes, and learn what bike share means for Vancouver.

Our integrated approach will grow the brand through a focused campaign creating a colloquial dialogue in the community and inviting a healthy mix of paid and earned media that aligned with the audience lifestyle, such as inviting social engagement, promoting key seasonal events, sponsoring happy hours apps and connecting with tourists during the trip-planning stage. The campaign included print, outdoor, radio, online (ads, website), collateral and public relations.

The system will have a dedicated Marketing Manager who will have access to our chosen consultants, graphic design professionals, as our team of Brand Ambassadors for community activations. The Marketing Manager will develop and have access to an annual budget that will be allocated and spent according to direction from CycleHop and the City of Vancouver.

We will drive public relations content placements to reach users through print, television, radio, outdoor advertising, and old fashioned word-of-mouth. We will build relationships with reporters at prominent local papers and offer inside scoops to our operations. We will also engage local talk shows and news organizations in both television and radio to expose the brand and show the power of bike share. Outdoor advertising, like transit shelters, could be utilized in partnership with local transit agencies. Larger scale billboards could be utilized if deemed an appropriate use of funds.

The marketing team will generate a collection of informative print materials in various languages to educate our defined target audience of residents, tourists, commuters and local businesses about the program's pricing, stations, benefits, riding, locations and functionality. Promotional pieces will also be produced (postcards, flyers, etc.) as handouts around town and as collateral for brand ambassadors.

PROMOTION

Events & Promotions

We will team up with local community organizations and businesses to host events and demos, test ride the bikes, and generate excitement for the program. Our business plan calls for an aggressive membership sign-up campaign. We will utilize promotional teams to sign up members on-location where people work, and play, including street fairs, major festivals and events. In addition, we will work with large employers, institutions, and community organizations to attract users. A gala launch event will be a newsworthy gathering to generate press and introduce the system.

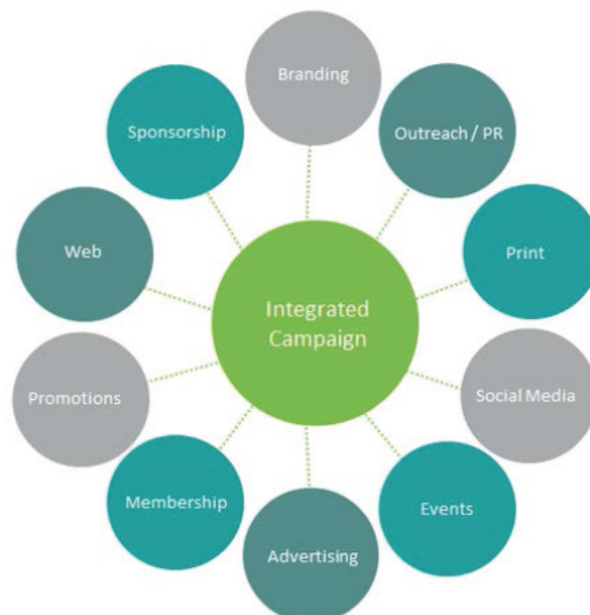
Integration with Health Campaigns

CycleHop aims to integrate marketing efforts for the Bike Share System with other campaigns that promote healthy lifestyles, such as the new “Carrot Rewards” app recently launched by the Canadian government. The “Carrot Rewards” app is a way to push Canadians to eat better, exercise more, and live healthier lives by rewarding them with various types of points.

The app was recently launched by Federal Minister of Health Rona Ambrose and the government is investing \$5 million in the project, with the government of B.C. providing an additional \$2.5 million.

The government is also partnering with Social Change Rewards, the Heart and Stroke Foundation, the Canadian Diabetes Association and YMCA Canada to create the app, which will be launched first in British Columbia this fall, and then will expand to other provinces and territories.

Canadians will be able to download the app and receive their choice of loyalty points for engaging in specific healthy activities that target the common risk factors associated with maintaining healthy weights and combating chronic diseases.



GENERATING RIDES

- Station Siting

Perhaps the best way to incentivize rides made is through sound station siting. All transit hubs and major campuses will be targeted with high-capacity bike share stations and data will be closely monitored to ensure that stations are aptly serving demand. There is a delicate balance between station density and service area--while density is desirable for convenience, the larger your service area the larger your market of potential members. The two factors are often at odds due to limited equipment resources. Our approach will roll out a large service area with mid-level density that will be densified in phases and grow to connect surrounding neighborhoods.

- Infrastructure Advocacy

We will leverage our bike share data to advocate for bike infrastructure on highly traveled routes, which will enhance both bike mode-share and bike share usage. Painted bike lanes, cycle tracks and other bike infrastructure like bike-only signals, bike loop-detectors, and bike friendly residential corridors will enhance the usability of the bike share system. In addition, the increase of bike mode-share citywide will increase safety for all as automobiles get used to bicyclists.

- Socializing Bike Share

Our bike share smartphone application will create a social network around bicycling and allow users to share their riding data on social networks like Facebook, Twitter, or Instagram. This word-of-mouth advertising will encourage more rides within social networks and will be a constant reminder to bike share users.

- Loyalty Programs

The previously mentioned 'mileage' based loyalty program similar to how airline reward programs function will incentivize our most die-hard users with rewards at 200 miles ridden, 500 miles ridden, 1000 miles ridden, and so on. The gifts will include memberships for friends, any co-branded prizes from other organizations, free ride time, and branded SWAG.

- Company Hosted Rides

CycleHop will host rides with bike share users and reward attendance with prizes. The events will have an on-site photographer and photos will be published on social media. Users will be encouraged to 'tag' friends, family, and themselves!

E5 Marketing Plan & Personnel

INITIATIVES	OVERVIEW
BRANDING	We work to create a fun and recognizable brand that reflects and unifies the target audience. When locals feel like they are part of this program, it instills a sense of pride and ownership that engenders long-lasting goodwill. Our expert team of marketers and designers have conceptualized and brought to life many vibrant brand over the last 20 years.
OUTREACH / PR	Engaging the community is an important part of the mindshare and growth process, an opportunity to get input from residents and business owners, explain how the program will benefit the community, generate excitement, and convert early participants into future members.
PRINT	A variety of promotional print materials will be developed to inform the target audience, spur memberships, educate tourists / out-of-town guests, and explain how the system works. Always concise and benefits-driven.
SOCIAL MEDIA	Social media is a powerful medium for influencing messaging and driving consumer loyalty. We'll create branded pages on platforms including Facebook, Twitter, Instagram, FourSquare, Flickr, YouTube, and Pinterest. Media-trained staff will respond to questions consistently push news to followers.
EVENTS	Special events and newsworthy parties will help to generate content for media outlets and peak consumer interest.
ADVERTISING	We will run an introductory advertising campaign focusing on the positive impact bike sharing will have on the community. The campaign will capture mindshare and drive active responses from viewers in terms of memberships.
MEMBERSHIP	We will execute aggressive membership sign-up campaigns, utilizing on-the-streets teams to engage consumers where they work, and play. Includes street fairs, major festivals and events. In addition, we will work with large employers and community organizations to drive corporate membership programs.
PROMOTIONS	Uniformed teams of volunteers will staff stations, helping users with bike checkouts and returns. They'll also staff train/rail and bus stations to encourage bike sharing as a new element in the transportation grid.
WEB	The system will boast state-of-the-art websites, both for the pre-launch phase and for the live phase. The pre-launch website aims to generate excitement, inform about the program, and drive pre-memberships while building a mailing list of potential members. The live site will be the nervecenter for the program, with all system information and log-in capabilities for users to track their individual accounts and riding information.
SPONSORSHIP	Generating system/station sponsors and system advertisers is a key element in developing a healthy and profitable system. Our sales staff will work to entice local businesses to participate and be seen.

E5 Marketing Plan & Personnel

PRE-LAUNCH	LAUNCH	ONGOING
<ul style="list-style-type: none"> • Generate naming options • Logo concepts for the top names • Develop brand color schemes • Build marketing story & taglines • Consumer testing, finalize scheme 	<ul style="list-style-type: none"> • Consistency of presentation across all media • Develop brand standards document for usage 	<ul style="list-style-type: none"> • Brand evolution and addition of standardized elements, icons, infographics, and more
<ul style="list-style-type: none"> • Suggest station locations contest • Generate news for press outlets • Equipment demos • Ambassador program 	<ul style="list-style-type: none"> • Newsworthy launch event • Press coverage and demos • Press releases 	<ul style="list-style-type: none"> • Safe riding programs • Press releases
<ul style="list-style-type: none"> • Consumer brochure • Promo postcards, infographics • Posters and stickers 	<ul style="list-style-type: none"> • Promotional handouts and literature • Riding maps 	<ul style="list-style-type: none"> • Ongoing collateral to reinforce messaging and benefits
<ul style="list-style-type: none"> • Custom URL acquisition • News and outreach, discussions • Promote interactive conversations and build a following / loyalty 	<ul style="list-style-type: none"> • Promote discussions and offer system benefits to generate interest and drive action 	<ul style="list-style-type: none"> • System news and information • General interest and community stories
<ul style="list-style-type: none"> • Program announcement event • Naming event / contest 	<ul style="list-style-type: none"> • Newsworthy launch party 	<ul style="list-style-type: none"> • Special events
<ul style="list-style-type: none"> • Paid advertising campaign: online, environmental, print, broadcast 	<ul style="list-style-type: none"> • Launch paid advertising campaign: online, environmental, print, broadcast 	<ul style="list-style-type: none"> • Ongoing ad campaigns focused on benefits and membership generation
<ul style="list-style-type: none"> • Membership drives • Limited time offers • Corporate membership programs • Membership kits 	<ul style="list-style-type: none"> • Membership drives • Loyalty program 	<ul style="list-style-type: none"> • Membership drives • Ongoing promotions, deals, and co-promotions to continually spur new memberships / renewals
<ul style="list-style-type: none"> • Develop cross-promotions with local business partners • On-the-streets teams answering questions 	<ul style="list-style-type: none"> • Membership deals • Trial rides • Press events 	<ul style="list-style-type: none"> • Ongoing membership deals
<ul style="list-style-type: none"> • Pre-launch website: <ul style="list-style-type: none"> - Timeline and launch countdown - Sponsorship information - Suggest-A-Location - Station maps - Pre-purchase memberships 	<ul style="list-style-type: none"> • System website: <ul style="list-style-type: none"> - Pricing information - Maps and station info - How it works, memberships - Individual account login - Retail goods - Blog and news activity 	<ul style="list-style-type: none"> • Constant updates and improvements • Incorporation of comprehensive riding and system statistics
<ul style="list-style-type: none"> • Station hosting materials for businesses & property managers • Develop sponsorship kit for potential sponsors and advertisers 	<ul style="list-style-type: none"> • Ongoing advertising sales and outreach • Host A Station materials 	<ul style="list-style-type: none"> • Ongoing advertising sales and outreach • Host A Station materials

WHO? BIKE SHARE IS GOOD FOR ME

3 HOURS OF RIDING PER WEEK REDUCES THE RISK OF HEART DISEASE & STROKE BY **50%**

YOUNG ADULTS WHO RIDE ARE **48% LESS LIKELY TO BE OVERWEIGHT**



GRID to WORK



WHAT IS GRID BIKE SHARE?

RIDE HAPPY. RIDE THE GRID.

1,000 public bikes in the Valley will be available 24/7. You can park and lock a Grid Bike at one of 100 hub stations or any public bike rack. Healthy. Fun. Affordable.

COMING SOON TO PHOENIX, MESA & TEMPE

GRID to CLASS



HOW DOES IT WORK?

RESERVE - Select a bike on the app or website. Reserve the bike by tapping the bike key.


RELEASE - Unlock the bike by tapping the bike key.

RIDE - Ride the bike to the destination. Tap the bike key to return the bike.

RETURN - Tap the bike key to return the bike. The bike will be unlocked and ready to ride again.

GRID with FRIENDS





GR:D
BIKE SHARE
PHOENIX • MESA • TEMPE

GRIDBIKES.COM

WHAT DOES IT COST?

\$5 HOURLY

\$30 MONTHLY


\$79 ANNUALLY (for students)

\$99 FOUNDRY MEMBER* (Take 1 Year, Include Sunscreen)

*All plans include a free digital app for your phone or tablet. All plans include a free digital app for your phone or tablet.

STAY SAFE ON THE GRID

- Follow the rules of the road
- Be visible
- Be predictable
- Anticipate conflicts
- Wear a helmet



GET INVOLVED.

SPONSOR A STATION OR **SUGGEST A STATION**

1. Drive more traffic to your business.

2. Connect with an urban audience.

3. Seize a marketing opportunity unlike any other.

4. Enhance your status within your community.


5. Provide a valuable benefit to your employees and customers.

Do you know a perfect spot for a hub location (aka Grid Lock)? Of course you do. This is your Valley. You know the ins and outs and where bike share will help the most. So go on, show off a bit and let us know where to put our Grid Locks.

GRIDBIKES.COM

GRID

GR:D
BIKE SHARE






MEMBER CARD

RIDE HAPPY. 01234567

Please ride smart. Safety tips: gridbikes.com

If your GRID bike is not working properly:

- 1) Return your bike to the nearest hub
- 2) Press "Repair" button on the bike to alert us



(602) 753.4743 • info@gridbikes.com    [gridbikes](http://gridbikes.com)

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BUT WHY THE NAME GRID?



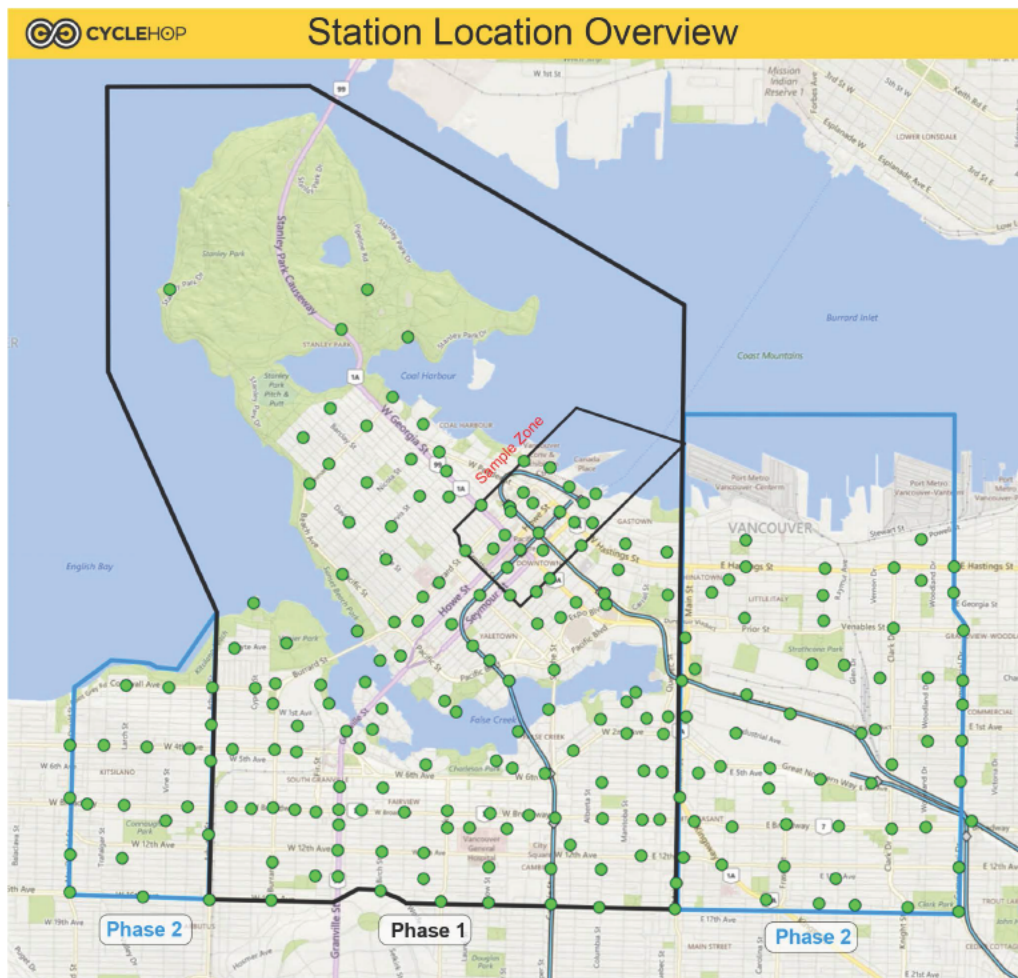
IT'S THE PERFECT NAME.

GR:D
BIKE SHARE
GRIDBIKES.COM
  GRIDBIKES

1. Our streets were designed on a grid system, making it easy to travel and find your way from Point A to Point B.
2. The grid connects us. Bike share will enhance those connections with the people and places we love in the Valley.
3. The bikes' technologically-advanced equipment has its own electric grid - powered by the sun.
4. Riding a Grid Bike will be the best solution to avoid traffic jams and help you reach your destination faster and with ease.
5. The Grid Bike Share logo includes an emoticon (emotion icon) that expresses joy. We want you to smile and Ride Happy on the Grid.

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PHASE II EXPANSION



REGIONAL EXPANSION BEYOND THE CITY OF VANCOUVER

CycleHop will evaluate demand and naturally expand the system to neighboring communities and support first and last mile of transit. We also see the electric bike as a way to connect communities that are further away from the core.

CycleHop has experience with system transition as we took over the Ottawa system following PBSC's bankruptcy. We have successfully replaced equipment, transferred ownership and operations for that system to CycleHop.

Any future transfer of operations or ownership will be orderly and in-coordination with the City and the new vendor.

Here is a sample transition plan:

CATEGORY	ITEM	DETAILS	Start Date	TASKOWNERS
STAFFING	General Manager	We have already identified a local GM. Cyclehop's COO will work closely with new GM and provide support		
	Operations Staff	We will offer employment to existing staff and/or quickly hire and train new staff		
	Customer Service	We plan to establish local customer service team		
	Admin	We plan to provide administrative support from our corporate office which is already established		
	Marketing & Sales	Cyclehop corporate has a ready to execute marketing plan and will work closely with the local marketing director and team on enhancing and expanding the current activities		
	Facility	We will transfer the lease or lease a new facility		
EQUIPMENT	PBSC Equipment	We will send our Managers to Montreal and Minneapolis for training, and bring a PBSC team member to Boston to supervise the spring rollout		
	Training	Our ops team will review all site plans and prep locations for install		
	Station Installations	Our local ops team will follow PBSC installation guides and work with PBSC rollout supervisor		
	Bicycle Tune-ups	Our mechanics will tune-up all bikes prior to spring rollout. If necessary we will hire students and work 24/7 to get the job done on time		
	Kiosk stickers	Will refresh and print new station stickers		
	Tools	We will use existing or purchase new		
	Vehicles	We will use existing or lease new		
	Computers	We will use existing or lease new		
MARKETING	Marketing Plan	Will build on past marketing activities and enhance them with Cyclehop's marketing plan as outlined in our proposal		
	Branding	Will transfer all branding assets and refresh them		
	Membership Drives	Significant resources and strategies will be mobilized to maximize membership sales during the spring, summer, and holiday seasons		
	Visitor Market	Significant resources and strategies will be mobilized to maximize visitor market sales		
	PR	A PR calendar will be established and coordinated with the City and other partner organizations		
	Co-Marketing	Partnerships and promotions with other local companies will be developed		
	Social Media	Will take over current SM accounts. SM will continue to be an integral component to the marketing plan. A SM calendar will be created quarterly		
	Events	Will attend local events and festivals to promote the program and obtain members		
	Graphics	Will get all graphical assets and photos		
TECHNOLOGY	Domain	Will transfer domain registration		
	Website	Will use existing website or create new one		
	Emails	Will transfer all email accounts or setup new ones		
	Backend System	Will use existing software and receive training from 8D		
	Maintenance Software	Will use Cyclehop Software		
	Vehicle Tracking	Will transfer or establish new		
	Merchant Services	Will create new merchant account and open new bank account		
	Contact Lists	Will transfer all contact lists		
	Customer Lists	Will transfer all customer lists		
PLANNING	Plans Review	Cyclehop will review with Cities planning process and schedule		
	Siting & Permitting	Cyclehop will work with the City on location siting and permitting		
	Location Prep	Cyclehop will prep sites for installation of new stations		
	Equipment Orders	Cyclehop will ensure timely delivery of equipment		
	Installation	Cyclehop will manage the installation process		
	Testing	Cyclehop will test equipment following installation		
	Outreach	Mess Bike will support the program growth through education and outreach		
LEGAL	Inauguration	Cyclehop will work with the City and community to celebrate new locations		
	Trademarks	Will transfer all trademarks		
	Release Form	Will review and modify release form		
	Employment Contracts	Will establish new employment contracts		
	Obligations	Will transfer all obligations		
	Supplier Contracts	Will transfer all supplier contracts		
ACCOUNTING	Compliance	Will review and adhere to contract compliance requirements		
	Accounting Software	We will setup Quick Books Online to manage local books and allow for transparency		
	Payroll	We will setup ADP payroll service to pay local staff		
	Record Inventory/Assets	We will conduct a physical inventory of all equipment and assets		
	Reports	We will review and enhance reports for the City		
	Audits	We will conduct annual audits		

GENERAL

CycleHop compensation will be tied to the success of the program. We are confident in our ability to attract a sufficient number of users and sponsors to operate the program in a self sustaining way.

Our operations fee quoted in this proposal includes a modest profit margin and the other profit source will come from surplus of the annual budget starting year 2.

REQUEST FOR PROPOSALS NO. PS20150910

PUBLIC BICYCLE SYSTEM

ANNEX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of CYCLEHOP CORP CANADA (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, CYCLEHOP CORP CANADA (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation / conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of CYCLEHOP CORP CANADA (vendor name).

Signature:



Name and Title:

JOSH SQUIRE, CEO

GENERAL

CycleHop has extensive experience working with many cities on permitting and licensing bike share sites.

We have developed a robust and efficient process to get the job done.

CycleHop's local planning firm, Third Wave Cycling, will be responsible for preparing, submitting, and obtaining all necessary permits and bike share station site licenses. They will work closely with the City planning and public works departments, and follow the permitting process required by the City.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 5 - CITY OF VANCOUVER INSURANCE REQUIREMENTS



Appendix A

LIABILITY INSURANCE CERTIFICATE

Section 7 b) – City staff to select the required # of days Written Notice before sending out for completion
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]

CYCLEHOP CORP CANADA

BUSINESS TRADE NAME OR DOING BUSINESS AS

CYCLEHOP AND VELOGO

BUSINESS ADDRESS

112 NELSON STREET UNIT 101B, OTTAWA ON, K1N 5V1

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

BIKE SHARE OPERATIONS AND SALES

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following coverages:

- ✓ Personal Injury
- ✓ Employees as Additional Insureds
- ✓ Cross Liability or Severability of Interest of property
- ✓ Contingent Employer's Liability
- ✓ Blanket Contractual Liability
- ✓ Broad Form Products & Completed Operations
- ✓ Broad Form Property Damage Incl. Loss of Use
- ✓ Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- ☐ Sudden & Accidental Pollution Liability
- ☐ Host Liquor Liability
- ☐ Abuse/Molestation Coverage
- ☐ Advertising Liability
- ☐ Volunteers as Additional Insured
- ☐ Members as Additional Insured
- ☒ Injury to Participants
- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of support
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 12 months Completed Operations
- ☐ 24 months Completed Operations

INSURER: **CYCLEHOP CORP CANADA** POLICY NUMBER: **PC0223414**

POLICY PERIOD: FROM: **18TH OF JUNE 2015** To: **18TH OF JUNE 2016**

LIMITS OF LIABILITY (Bodily Injury and Property Damage Inclusive):

Per Occurrence \$ **5,000,000 CAN** Aggregate \$ **5,000,000 CAN**

Deductible Per Occurrence \$ **5,000 CAN** All Risk Tenants' Legal Liability \$ **300,000 CAN**

4. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: **CYCLEHOP CORP CANADA**

POLICY NUMBER: **PC0223414**

POLICY PERIOD: From **6/18/15** to **6/18/16**
APV-47.

LIMITS OF LIABILITY:

Combined Single Limit: **\$ 5,000,000 CAN**

If vehicles are insured by ICBC, complete and provide Form

5. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

Limits of Liability (Bodily Injury and Property Damage Inclusive)

INSURER: _____ Per Occurrence \$ _____

POLICY NUMBER: _____ Aggregate \$ _____

POLICY PERIOD: From _____ to _____ Self-Insured Retention \$ _____

6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

July 17, 2015

Page 5-1

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 5 - CITY OF VANCOUVER INSURANCE REQUIREMENTS

7. POLICY PROVISIONS

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
- b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
- c) The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE




Date 9/11/15

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

JOSH SQUIRE, CEO, CYCLEHOP CORP CANADA. 1631 COLORADO AVE SANTA MONICA CA 90404

s.17(1), s.21(1)



s.17(1), s.21(1)



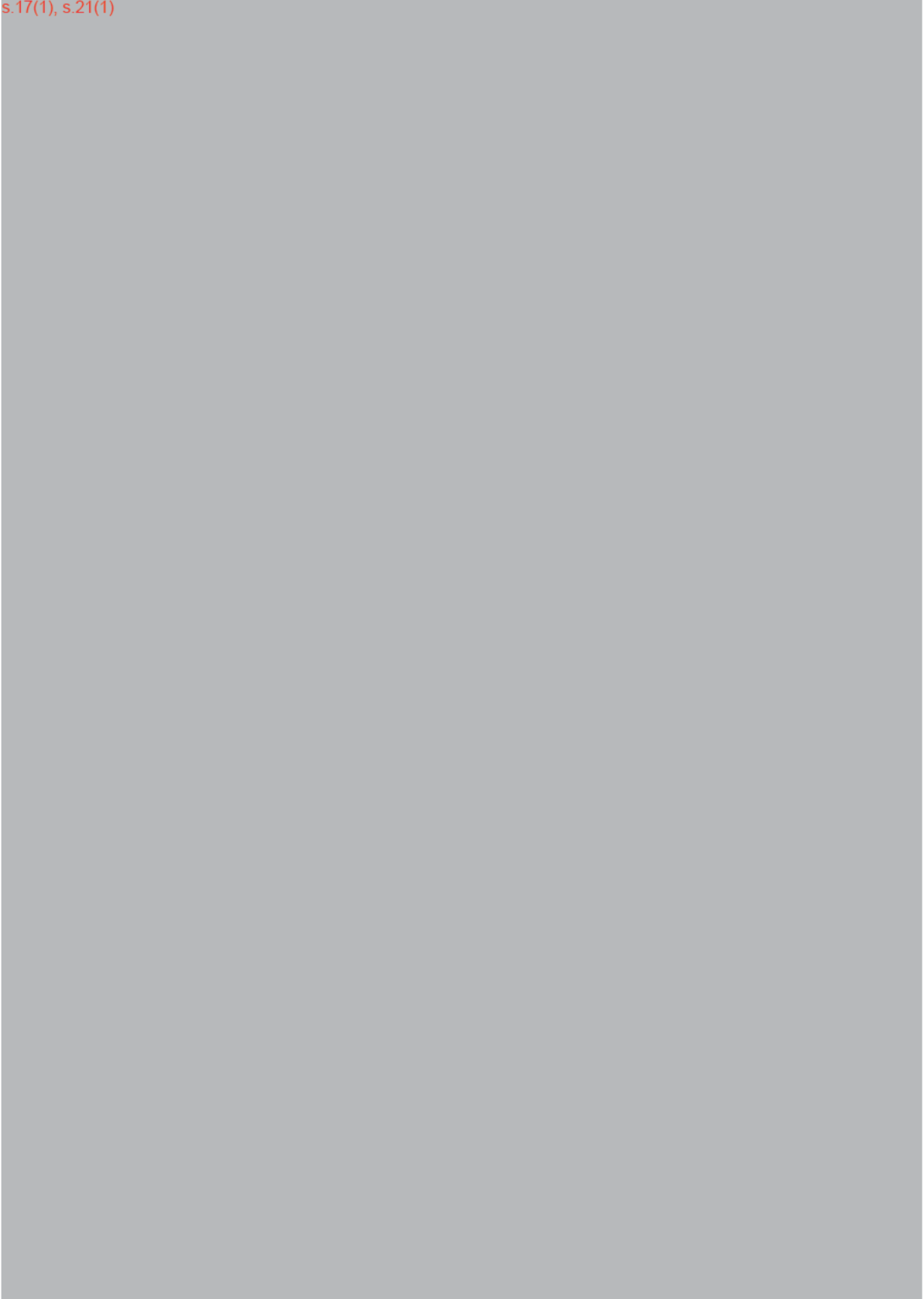
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s.17(1), s.21(1)



s.17(1), s.21(1)



s.17(1), s.21(1)




s.17(1), s.21(1)



s.17(1), s.21(1)



s.17(1), s.21(1)





CycleHop is the second largest bike share Operations Company in North America, by number of cities served. CycleHop provide clients with complete bike share solutions including planning, funding, equipment selection, implementation, operations, marketing, sponsorship sales, and regional expansion. As an industry pioneer and acclaimed expert in bicycle sharing, cycle commuting, and active tourism, CycleHop's team spent decades operating urban bicycle fleets, catering to millions of consumers, and advancing the bike share industry. CycleHop's unique position as an independent operator provides for unbiased services to municipalities and transit agencies, focused 100% on their needs.

For over 20 years, CycleHop and its sister companies have focused on encouraging people to ride bicycles for both transportation and recreation. CycleHop's founder and CEO, Josh Squire, is an industry leader in the fields of bicycle commuting, bike sharing, and cycle tourism. Mr. Squire has extensive bike share experience with product development and testing, program design, funding, implementation, operations, sponsorship sales, and regional expansion. With his leadership and broad based experience, CycleHop has developed multiple bike share systems, established industry standards, established proprietary operational techniques, deployed creative marketing campaigns, and formalized bike share sponsorship sales methods that are shaping the industry. The company is fortunate to have worked on a diversity of projects with leading equipment companies, tech suppliers, planners, and marketing firms.

- Founded in 2011 by Josh Squire, a 25 year bicycle industry veteran
- Will employee approx 75 people in 2016.
- Previously advised multiple bike share companies including B-cycle and JCDecaux
- Awarded the 1st U.S. patent for the Unattended Automated Bicycle Rental Station in 1999.
- Currently providing bike share services to a dozen municipalities and corporate clients in North America with additional bids pending
- Headquartered in Santa Monica with thirty employees

Cyclehop Corp Canada is a fully owned subsidiary of Cyclehop, LLC, a private bike share company. Jointly referred to as CycleHop throughout this proposal.

For the 3-year period preceding the date of this RFP, CycleHop, LLC has NOT been involved in any judicial or administrative proceeding that is material to CycleHop's business or financial capability or to the subject matter of this RFP, or that could interfere with CycleHop's performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency.

CycleHop is a private company, please see the following letter providing assurance to the City 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 or partner.

SERVICES OFFERED:

MAJOR CLIENTS:

- ✓ System Planning
- ✓ Funding
- ✓ Implementation
- ✓ Equipment Sales
- ✓ Branding/Marketing
- ✓ Staffing
- ✓ Equipment Maintenance
- ✓ Balancing Stations
- ✓ Customer Relations
- ✓ Call Center
- ✓ Memberships Sales
- ✓ Membership Fulfilment
- ✓ Customer Billing
- ✓ Risk Management
- ✓ Incident Handling
- ✓ Sponsorship Sales
- ✓ System Expansion



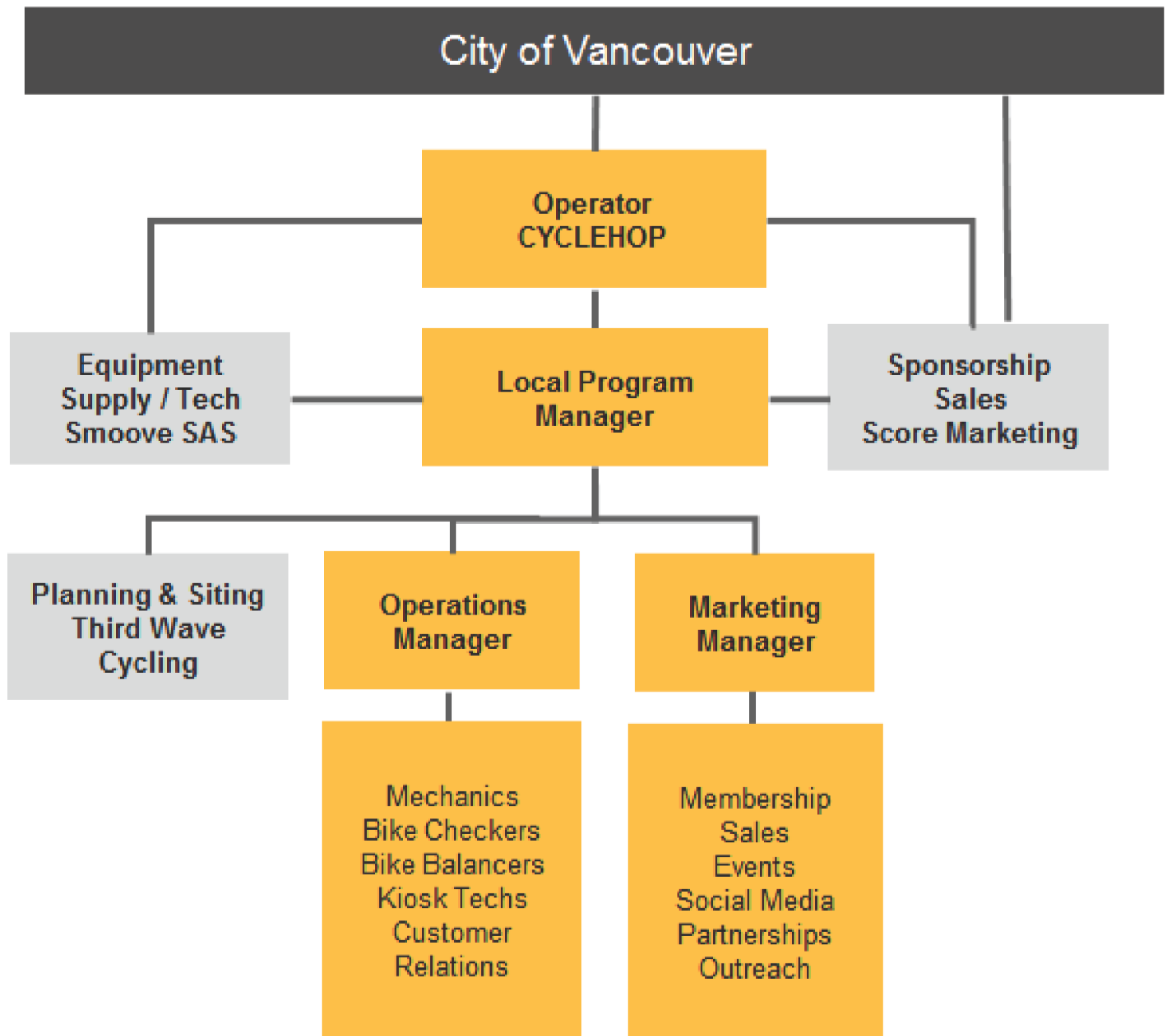
Current and Former Business Relationships

Equipment Suppliers: Smoove (current), Social Bicycles (current), B-cycle (former), SandVault (former)

Local Government Agencies: NCC, City of Ottawa, City of Gatineau (all current)

Other: JCDecaux (former)

PROJECTED 2015 SALES: OVER US\$5M

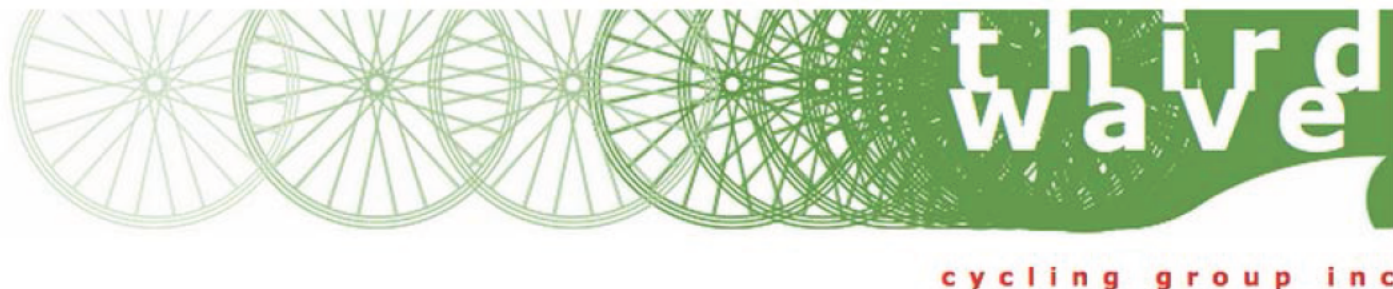




Smooove SAS is a global bike share equipment and technology innovator operating in 21 cities in 10 countries and they rolled out over 18,000 bicycles since launch. Smooove has been a bike share industry leader and product innovator since 2005. The leadership team is passionate in the areas of public transportation and sustainability. Smooove is based in France but in North America CycleHop is acting as Smooove's distributor.

Smooove is focused on designing, manufacturing, and selling bike share equipment for municipalities, transit agencies, business, and property owners. We are committed to forging top quality systems that offer an amazing user experience, help clients reduce their carbon footprint, and make communities more livable, sustainable, and healthy. Smooove owns all of its proprietary technology and software offering a comprehensive reliable solution.

Smooove has reimagined urban bike share programs through two core innovations, their patented "Brains on Bikes" and "Fork Lock" technologies. These breakthroughs ensure a smooth, hassle-free experience for riders and a reliable, safe, and cost-effective product for operators.



Third Wave Cycling Group Inc., an accomplished local consulting firm committed to delivering excellent cycling and sustainable transportation solutions, is a group of dedicated professionals from a variety of backgrounds with commonly shared experiences in cycling, and the vision and expertise in how to make communities bicycle friendly. The team has extensive experience in cycling, real estate, urban design, marketing, planning, architecture, finance, and project management.

Third Wave Cycling believes that cycling should be safe and accessible for people of all ages and abilities, not just the brave few First Wave cyclists who revel in cycling in heavy traffic and the Second Wave cyclists who will take to bike lanes on busy streets.

They are committed to working with communities, developers, businesses and individuals to create excellent cycling facilities. With both vision and attention to detail, Third Wave Cycling helps ensure the cost effective implementation of high quality facilities.



Score Marketing Inc. is one of Canada's top sponsorship sales and marketing authorities. Some of their notable partnerships are BC Place Stadium, the Vancouver Sun Run, PGA Tour Canada, Vancouver International Film Festival, and many others.

Score builds award-winning sponsorship strategies and activation programs that support business objectives and drive meaningful, measurable results by helping to secure amazing corporate partners and maximize the overall revenue-generation potential of rights-holders.

Score Marketing Inc. believes in creating win-win partnerships between brands and properties. Whether you're new or well-established, Score can help your organization to optimize its sponsorship potential. Their sponsorship professionals have the skills and experience necessary to expertly guide sponsorship property owners through the very unique sponsorship sales process – ultimately helping property rights-holder to find amazing corporate partners while maximizing overall revenue potential.

They help clients develop their own unique sponsorship strategy, customized sales plan, and approach methodology, and stay closely connected through every step of the way.



Josh Squire

Chief Executive Officer

CURRENT ROLE

CEO of CycleHop, Allocate resources and manage the team

CAREER PROFILE

- Has been active in the bicycle rental industry for 20 years
- Received the 1st U.S. patent for automated bike rental machine in 1999
- Funded, planned, and operated multiple bike sharing programs
- Founder of Bike and Park, operator of largest bicycle commuter centers in the U.S.
- Founder of Bike and Roll, America's largest urban bicycle rental & tour company

EDUCATION

Business Degree from the University of Illinois at Chicago (1992-1996)

EXPERIENCE

CycleHop LLC (cyclehop.com)

- Bike share operations, product development/ testing, and consulting
- Tampa Bay Bike Share: founding, launching, and managing Tampa's bike share program
- Phoenix Bike Share: founding, launching, and managing Phoenix bike share program
- Distributer for multiple bike share equipment providers

Chicago B-cycle

- Funded and launched Chicago's first bike share program
- Operated Chicago B-cycle program
- Operated Illinois Institute of Technology Bike Share Program

Broward B-cycle

- Launched and operated Broward B-cycle

Bike Share Consulting

- Former consultant and distributer for B-cycle
- Assisted B-cycle with product and operations development
- Assisted B-cycle with Denver bike share early planning
- Wrote the business plan for San Antonio bike share program RFP
- Co-wrote the business plan for NYC bike share program RFP
- Wrote the response for Cincinnati bike share RFP
- Wrote the response to Toronto Bike Share RFI
- Wrote the response to LA Westside Cities Bike Share RFI
- Wrote the response to University of Northern Florida

JCDecaux, NA Bike Share Program Manager (cyclocity.com)

- North America Bicycle Sharing Program Manager
- Europe Bike Share Consulting in Lyon and Paris





John Romero

Chief Operating Officer

CURRENT ROLE

Chief Operating Officer, manages implementations and operations of all CycleHop bike share programs.

CAREER PROFILE

- Grid Bike Share: 2013 – Present
- Gatineau-Ottawa Bike Share Program: 2014 - Present
- PHX Bike Lab: 2013 – Present
- The Bicycle Cellar: 2009 -Present
- Romerofoto Productions: 2004 -2010
- Pinhole Productions: 1999 - 2005

EDUCATION

Phoenix College: Phoenix, AZ
Associate's Degree
Areas of Study: Psychology,
Photography, Astronomy

Mt. San Antonio College: Walnut, CA
Areas of Study: Photography,
Psychology, Philosophy

EXPERIENCE

Grid Bike Share

John Romero is the Director of Operations for Grid Bike Share. He's leading the launch of bike share in the Phoenix Metro Region and is involved in project management, staffing, contract negotiations, system procurement, station siting and sponsorship acquisition.

Gatineau-Ottawa Bike Share Program

John is the Director of Implementation for the Gatineau-Ottawa Bike Share Program. He's currently working to restructure the system, which was previously BIXI-based. John is responsible for contract relations, reassessment of station locations, setting up the headquarters and hiring staff.

PHX Bike Lab

John Romero is the Co-Founder and Director of PHX Bike Lab, a 501(c)3 not-for-profit umbrella organization that brings together various bicycle-related entities under one big roof. This is the headquarters of Grid Bike Share and Phoenix Spokes People and also houses The Rusty Spoke Community Bicycle Collective, a volunteer-based, do-it-yourself bicycle repair space which welcomes people in need. The mission of PHX Bike Lab is to promote the bicycle as the noblest form of transportation.

The Bicycle Cellar

John is the Co-Founder and Director of The Bicycle Cellar which is a commuter support facility offering, showers, secure bike storage, bike repair and a shop. John started The Bicycle Cellar as a way to make it easier to commute by bike in The Valley.





Jamie Kinsella

CPA

CURRENT ROLE

Chief Financial Officer, manages financial operations and reporting for all CycleHop bike share programs.

EDUCATION

Certified Public Accountant State of Florida License #AC46107
Florida Atlantic University- Boca Raton, FL

Florida State University- Tallahassee, FL

EXPERIENCE

CycleHop June 2015 - Present

- Organize and maintain client tax information, bank information, and billing information
- Work with QuickBooks to reconcile bank statements and prepare financial statements for clients
- Assist clients with scheduling and appointments.

Activision Blizzard November 2013 - June 2015

- Performed Sarbanes- Oxley 404 procedures including: walkthroughs, independent test of controls, and review and re-performance of internal audit work
- Performed inventory observations for third party vendors
- Executed internal audit testing procedures across multiple areas including: accounts receivable & payable, revenue, & benefits.

PricewaterhouseCoopers September 2011- November 2013

- Performed integrated audits over financial statements prepared in accordance with generally accepted accounting principles, for various clients primarily in the banking and capital markets industry
- Gained extensive SEC experience over 10-K filings, 10-Q filings, 8-K filings, SOX 404 reporting, and S-1 filings.
- Performed Sarbanes- Oxley 404 procedures including: walkthroughs, independent test of controls, and review and re-performance of internal audit work
- Performed inventory observations for several manufacturing clients
- Executed external audit testing procedures across multiple areas including: cash & cash equivalents, accounts receivable & payable, pre-paid expenses, property, plant & equipment, loans receivable, and the allowance for loan losses





Dave Nelson

Sales and Operational Manager

CURRENT ROLE

Implementation Manager. Launch and train new bike share programs

EDUCATION

University of Arizona
Bachelors of Science :
Human Anatomy and Physiology

EXPERIENCE

CycleHop 2014-Present

Sales and Operations Manager, Northwest Region
Managed rollout and implementation of a 100 bike system in Bishop Ranch Office Park in San Ramon, CA. Currently working to streamline system operations, grow membership numbers and grow the network to include the city of San Ramon and the surrounding metropolitan areas.

PUBLIC Bikes 2011 - 2014

Manage retail operations for 3 bay area stores: Sales, Marketing, Inventory, Staffing and Merchandising During my time at PUBLIC I have successfully opened two new retail stores and continually increased channel sales by more than 75% over previous year comp. I have also implemented new sales, inventory management, marketing and customer service policies to optimize efficiency and customer experience.

Maui Cyclery 2010 - 2011

Comprehensive oversight of mechanical service, purchasing, and tour coordination. At Maui Cyclery I implemented a new tour management and coordination system to streamline client experience and efficiency as well as overhauling the repair service operations and marketing to provide premium service to locals and tourists alike.

Earls Cyclery & Fitness 2010

Comprehensive bicycle service : bike building, tune-ups, overhauls, full service of suspension and hydraulic brake systems Customer Service : checking in bikes for repair, assisting customers with technical questions, placing orders At Earl's I led an initiative to reorganize a 10 station bicycle service area to optimize efficiency and minimize tool loss.

Ordinary Bike Shop 2009 - 2010

Inventory management, sales, customer service, bicycle service At Ordinary I implemented a new order management system to improve order turnaround time and provide an order tracking system that any employee could access.





Owen Gorman

Planning Intern

CURRENT ROLE

Bike share planner, planning, siting and permitting of bike share locations

CAREER PROFILE

EDUCATION

University of California Los Angeles
Masters in Urban and Regional Planning
September 2014 - Current

University of California Berkeley
[IN]CITY Sustainable Urban Planning and Design Course
Summer 2012

University Of California Santa Cruz
BA Cultural Anthropology
2008 - 2012

EXPERIENCE

CycleHop

- Responsible for siting an 80 station system the forthcoming Santa Monica Breeze bike share program.
- Using GIS analysis to develop site location methodology
- Creating individual station site graphics for presenting to planning staff for approval and for presentations to city council and neighborhood groups.

LADOT Bike Program

- Upkeep to the Bike Program's various social media pages, contributing to the bike blog
- Making maps and project visualizations using Photoshop, Illustrator and GIS
- Tabling events on behalf of the LADOT bike program
- Fieldwork to assess location and installation of new bike racks and wayfinding signage

Alta Planning and Design- Local project assistant/Intern

- Intern for the city of Santa Monica's Safe Routes to School Program.
- Working to increase walking and bicycling at four Santa Monica schools (JAMS, Lincoln, Roosevelt, and Will Rogers)
- Planning and implementing events, data entry, local logistics and materials delivery.
- Assistant instructor at youth bike-safety education classes





Diana Ionscu

Bike Share Planner

CURRENT ROLE

Bike share planner, planning, siting and permitting of bike share locations

CAREER PROFILE

- Strong writing and analytical skills.
- Fluent in Romanian; conversational Spanish, French, Russian, Portuguese.
- Proficient in Adobe Creative Suite, SPSS, ArcGIS, Quantum GIS, ArcGIS Server, HTML/CSS, Javascript/jQuery, MySQL, Google Maps API, Google Analytics, HootSuite, Klout, most social media platforms, Wordpress. Microsoft Office.
- Hobbies: bicycling, travel, writing, urban and architectural photography, bass guitar, violin, record collecting, languages, crossword puzzles, SCUBA diving.

EDUCATION

M.A. in Latin American Studies
UCLA, 2014

M.U.R.P., Master of Urban & Regional Planning
UCLA, 2013

M.U.R.P., Master of Urban & Regional Planning
UCLA, 2008

EXPERIENCE

CycleHop

Planning and siting bike share stations for Santa Monica, Beverly Hills, West Hollywood, and Long Beach. Creating GIS maps and performing analysis to determine station locations.

City of Los Angeles Department of Neighborhood Empowerment

Developing outreach materials, creating and curating content for the weekly newsletter and blog, writing grant proposals, managing social media presence and media partnerships, serving as liaison with the Mayor's Office of Sustainability and the Neighborhood Council Sustainability Alliance.

UCLA César E. Chávez Department of Chicana/o Studies

Worked with Professor Abel Valenzuela on researching (data collection and analysis) the field of Chicano Studies at institutions of higher education throughout the country, particularly the terminology used by programs and departments related to Chicano and Latino Studies, and the regionality of the language used. Other projects included a history of the National Day Laborer Organizing Network and the development of political consciousness and activism among day laborers and workers in other low-wage industries.

The Ralph & Goldy Lewis Center for Regional Policy Studies

Assisted in managing logistics for events including the 2012 Lake Arrowhead Symposium, 2013 UCTC conference, and Transportation Speaker Series; managed speaker accommodations and transportation, catering, A/V needs; created graphics, managed social media websites.





Eric Trull

Program Director

CURRENT ROLE

Customer Service Center and Social Media. Manage service center and social media

CAREER PROFILE

- Grid Bike Share: 2013 – Present
- Gatineau-Ottawa Bike Share Program: 2014 - Present
- PHX Bike Lab: 2013 – Present
- The Bicycle Cellar: 2009 -Present
- Romerofoto Productions: 2004 -2010
- Pinhole Productions: 1999 - 2005

EDUCATION

BS Marketing
University of South Florida
St. Petersburg, FL

AA Architecture
St. Petersburg College
Clearwater, FL

EXPERIENCE

CycleHop LLC

- Develop and execute customer service best practices across all CycleHop cities
- Oversee all digital media and communication channels ensuring consistency across systems
- Manage national call center with an emphasis on relaying the local experience

Coast Bike Share

- Oversee all aspects of Coast Bike Share operations including membership, corporate sales, and customer service
- Maximize membership revenues for bike share system utilizing existing community relationships
- Engage with partners, city officials, and business owners maximizing ongoing system benefit of hub placement

Coast Bike Share

- Lead the marketing and community outreach effort ahead of system launch
- Develop and manage marketing communication channels, including PR, social media, events, promotions and corporate sales
- Ongoing strategic thinking and ideation, in coordination with clients and partners
- Work with stakeholders to ensure all aspects of marketing include strong community engagement and safety messaging



Name	Client	Service Provided	Date of Service	Contact Information	Project Website
VeloGo Bike Share	Ottawa, Canada	Bike Share System	2015	Pascale Laliberte Project Coordinator (Cycling) pascale.laliberte@ncc-ccn.ca (613) 239-5678	http://www.velogo.ca
Grid Bike Share	Phoenix, AZ	Bike Share System	2013	Charlene Reynolds Deputy Street Transportation Director charlene.reynolds@phoenix.gov (602) 262-6450	http://www.gridbikes.com
Breeze Bike Share	Santa Monica, CA	Bike Share System	2015	Liz Bar-El Transportation Planning Manager liz.bar-el@smgov.net (310) 434-2670	http://www.breezebikeshare.com

Availability and Capacity to perform

CycleHop and its vendors are PII available and capable of performing the work necessary to implement and operate Vancouver's bike share program. At this time there are no other projects or financial commitments that will impact this project.

Current Commitments:

Santa Monica: implementation complete in Nov-15 (500 bikes)

Atlanta: implementation complete by Apr-16 (500 bikes)



Smooove SAS is a global bike share equipment and technology innovator operating in 21 cities in 10 countries and they rolled out over 18,000 bicycle since launch. Smooove has been a bike share industry leader and product innovator since 2005. The leadership team is passionate in the areas of public transportation and sustainability.

For helmet dispensing we plan to use Kranium Design technology.



Third Wave Cycling Group Inc., an accomplished local consulting firm committed to delivering excellent cycling and sustainable transportation solutions, is a group of dedicated professionals from a variety of backgrounds with commonly shared experiences in cycling, and the vision and expertise in how to make communities bicycle friendly. The team has extensive experience in cycling, real estate, urban design, marketing, planning, architecture, finance, and project management.



Third Wave Cycling Group Inc., an accomplished local consulting firm committed to delivering excellent cycling and sustainable transportation solutions, is a group of dedicated professionals from a variety of backgrounds with commonly shared experiences in cycling, and the vision and expertise in how to make communities bicycle friendly. The team has extensive experience in cycling, real estate, urban design, marketing, planning, architecture, finance, and project management.

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM**

ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

2. Tell us how you ensure fair wages and employee benefits.

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM

ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc.) in as many of our facilities as possible Please specify the verification system: _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

REQUEST FOR PROPOSALS NO. PS20150910

PUBLIC BICYCLE SYSTEM

ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations Please specify additional materials recycled: bio degradable cleaning supplies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> A copy of policies Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> A copy of policies Proof of environmental management system certification A copy of public report
	Question 5	<ul style="list-style-type: none"> A copy of public report A copy of reduction targets and related results A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> A copy of policy or strategy

REQUEST FOR PROPOSALS NO. PS20150910

PUBLIC BICYCLE SYSTEM

ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

		<ul style="list-style-type: none">• A copy of reduction targets and related results• A copy of third party audit/verification
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REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 10.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living Wage Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- environmental or sustainability policy or statement
- reducing greenhouse gas (GHG) emissions
- reducing waste
- sustainable purchasing

1. Do you have a documented Environmental or Sustainability Policy or Statement?

☒ Yes* ☐ No

If no, go to question 2.

*If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

2. Does your company measure its greenhouse gas (GHG) emissions?

☐ Yes ☒ No

If yes, state total annual GHG emissions (tCO₂e): _____

3. Has your company adopted GHG reduction targets or goals?

☐ Yes ☒ No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

☐ Yes ☒ No

If yes, state the name of the 3rd party: _____

5. Does your company own or lease buildings (including warehouses) in Metro Vancouver?

☐ Yes ☒ No

If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned and/or leased buildings in Metro Vancouver with respect to each of the elements listed below. **Please limit answer to 300 words or less.**

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting):
- b. building envelope improvements (e.g., insulation, windows):

REQUEST FOR PROPOSALS NO. PS20150910

PUBLIC BICYCLE SYSTEM

ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

6. Has your company (or has any of your buildings) been recognized for its building energy management efforts by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

☐ Yes ☐ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in the Metro Vancouver region?

☐ Yes ☒ No

In no, skip to question 9.

If yes, what is the size of your fleet (including heavy off-road equipment)?

8. If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). **Please limit answer to 200 words or less.**

9. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☒ Yes ☐ No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). **Please limit answer to 200 words or less.**

we encourage staff to ride bikes and use public transportation. we offer on-site bike parking and provide incentives for staff to ride a bike to work.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

10. Describe any other initiatives that have significantly reduced the GHG emissions of your operations. **Please limit answer to 200 words or less.**

11. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes ☒ No

If yes, state annual solid waste figures (kg or tonnes): _____

12. Does your company have waste reduction and/or diversion targets or goals? **NO**

If yes, state targets and by what year they are to be achieved?

13. Does your company have an office recycling program in place?

☒ Yes ☐ No

If yes, which materials does your company recycle - **check only those that apply:**

- ☒ office paper
- ☒ plastic and glass containers
- ☒ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☒ printer or toner cartridges
- ☐ Styrofoam

14. Describe any other initiatives that have significantly reduced waste from your operations. **Please limit answer to 200 words or less.**

15. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☐ Yes ☒ No

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

REQUEST FOR PROPOSALS NO. PS20150910

PUBLIC BICYCLE SYSTEM

ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

16. Indicate which environmentally preferable goods or services your company currently purchases - **check only those that apply:**

- ☐ Fair trade and/or organic beverages or other sustainable food items
- ☒ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified, tree free)
- ☒ Non-toxic janitorial supplies (e.g., ECOLOGO, Green Seal certified)
- ☐ IT equipment (e.g., ECOLOGO, EPEAT Gold, EnergyStar qualified)
- ☐ Office products
- ☐ Printing services
- ☒ Promotional (marketing) items (e.g., corporate giveaways, prizes, employee recognition awards)
- ☐ Courier services
- ☐ Catering services
- ☐ Landscaping Services
- ☐ Other: (list)

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *Living Wage*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or registered and working towards becoming one? See definition of Living Wage below.

- ☐ Yes ☒ No

If yes, please state either:

- a) date of certification; OR
- b) date by which you expect to become certified

WILL REGISTER IN 2016

2. Does your company provide employment and/or training opportunities for *persons with barriers to employment* (e.g., people with addictions, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *people with barriers* in Section 3 below.

- ☒ Yes ☐ No

If yes, describe the program including the name of the non-profit and/or government partners that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

WE SEEK TO HAVE A YUTH EMPLOYMENT PROGRAM. AND TO WORK WITH NON-PROFITS SERVICE

July 17, 2015

Page 4-5

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

☒ Yes ☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

WE SUPPORT BICYCLE EDUCATION PROGRAMS

4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below)

☐ Yes ☒ No

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

b. Community contribution company (C3) (as defined in Section 3 below)

☐ Yes ☒ No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

☐ Yes ☒ No

If yes, state the name of the third party and date of certification or date of last review:

6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 200 words or less.

WE USE E-TRUCK TO BALANCE STATIONS AND BICYCLES TO DO BIKE CHECKS

SECTION 3: DEFINITIONS

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM

ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

"Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada)." See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a "Social Enterprise" for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A "person with barriers to employment" is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a "person with barriers to employment", the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment. Examples include, but may not be limited to, Access/BladeRunners, Potluck Café's *Recipes for Success Services*, and Coast Foundation's *Transition Employment Program* (TEP).

Community contribution company (C3):

The community contribution company ("C3") is a new hybrid corporate model launched in British Columbia (BC) to bridge the gap between for-profit businesses and non-profit enterprises. C3 status allows entrepreneurs in BC to pursue social goals through their businesses while still generating a profit and providing investment opportunities to like-minded investors.

C3's differ from a typical private company in that C3s are subject to an "asset lock," -- a strict cap on the dividends that can be paid out to shareholders, as well as a limit on the assets that shareholders are entitled to receive upon dissolution of the company. The bulk of a C3's profits must go towards the C3's community purposes (or be transferred to a qualified entity, such as a charity). The other major difference

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM

ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

is that C3s are subject to a higher degree of accountability. For example, C3's must have three directors, instead of just one, and are required to publish an annual "community contribution" report describing their activities. Both of these requirements are intended to help ensure the community purposes of the C3 are being properly fulfilled.

Refer to www.fin.gov.bc.ca/prs/ccs for more information.

Section 4: Fair Labour and Workplace Practices

1. Does your company know the location of 100 per cent of the factories/facilities that produce the product(s) being supplied?
Yes No
2. Are you willing to provide the City with a list of factory locations (City and Country at a minimum) for product(s) being supplied?
Yes No
3. Does your company have a documented Supplier Code of Conduct that sets internationally recognized minimum labour standards that you expect your suppliers to meet when manufacturing products produced and/or distributed by your company?
Yes No
If yes, please attach.
4. Which statement (choose one) most closely describes your company practices with respect to verifying compliance with your Supplier Code of Conduct:
 - ☐ We include the Code of Conduct in our contract terms, but do not verify its implementation
 - ☐ We rely on reports of audits conducted by other partners who work with this factory
 - ☐ We conduct our own audits of our supply chain
 - ☐ We hire a third party to conduct audits of the factories we work with

Please provide information backing up your answer:

5. Please describe what your company does when you discover that a factory or facility is not complying with the Supplier Code of Conduct?
6. Does your company require suppliers to be members of any organizations that work to promote fair and reasonable employment conditions for workers and/or promote transparency and data sharing? Yes/No. List which ones.

None at this time.

CycleHop has not been engaged in any conflicts, collusion, or lobbying activities in relation to this RFP.

APPENDIX

LETTERS OF SUPPORT FROM LOCAL BIKE SHOPS

Your Cycling Connection



@wearehub
@wearehub
info@bikehub.ca
bikehub.ca

1-828 West 8th Ave.
Vancouver, BC
V5Z 1E2 Canada
604.558.2002

Expression of Interest – Non-Profit Partnership Potential

Public Bike Share Operations in Vancouver, BC

September 2015

CycleHop and Third Wave Cycling Group

HUB Cycling is pleased to hear you are bidding for the Vancouver public bike share system. We're keen to have a system coming to town and want to support the introduction of public bike sharing in whatever ways fit with our work.

HUB Cycling is a Metro Vancouver, BC based non-profit charitable organization whose mission is to get more people cycling more often. This expression of interest from HUB is to support the operation of a public bike share system in Metro Vancouver. HUB offers advocacy to improve cycling facilities and policy, as well as provides cycling education and motivational events to all ages and abilities. For more information on our advocacy, education and events, visit bikehub.ca

HUB is very supportive of public bike share being launched in Vancouver, and we believe it is an important step in introducing the 40-60% of interested but concerned potential riders to the joy of cycling in the city. There are a number of ways we believe we can create a mutually beneficial relationship with the bike share operator selected in Vancouver. We have a reach of over 25,000 interested cyclists and media connections that are keen to hear more about public bike share. We provide highly regarded cycling education and motivational events that will attract more people to bike share and enable them to be conscientious cyclists that give bike share a positive reputation. And last but not least, our advocacy pushes for improved infrastructure such as separated downtown bike lanes, crossing signals, bikes on transit, and more, so that all cyclists, including public bike share cyclists, can have a safer, more enjoyable ride.

Some possibilities for partnership between HUB Cycling and CycleHop include:

- (i) Bike share operator and HUB to define and implement a joint bike share pass/ Streetwise Cycling Course registration so that bike share users are respectful, confident, and comfortable city riders.
- (ii) HUB to provide input and/or content on any collateral or station signage created by bike share operator related to cycling tips and rules of the road for pass holders and users.
- (iii) Bike share operator and HUB to define and implement a joint pass/membership bundle as an incentive for members of either organization to join the other. HUB memberships include discounts at local bike shops for cycling clothing and accessories as well as car-sharing, which is a natural fit to getting people cycling more, knowing they have a car around when needed.
- (iv) HUB to provide Streetwise Cycling and/or Basic-Advanced Bike Maintenance training to all bike share operator staff interacting with the public. Training included on helping orient operator staff to what are the



safest and most comfortable routes are so that they can respond to the needs of system users.

(v) HUB to provide Streetwise courses with the option of using bike share bicycles to customers who have purchased bike share annual passes in advance of the public bike share launch.

(vi) Bike share operators and HUB to collaborate on bike share specific events and programming during spring and fall Bike to Work Weeks. This high visibility event (a reach of over 1.3 million people) has great potential to attract more bike share users and shift their habits on a more long term basis.

(vii) Bike share operator and HUB to collaborate on issues concerning their operations and relations with users, the city, local businesses and other stakeholders.

(viii) HUB representation at some level of the bike share operators' organization.

(ix) Bike share operator and HUB to cross-promote each other's offerings on websites, social media platforms, newsletters or other outreach. Paid advertising in HUB's Bicycle Bulletin and promo code referrals to Cycle Hop from HUB are also a possibility.

HUB Cycling is open to working with CycleHop and believes that public bike share will bring a huge public benefit to Vancouver and to the profile of cycling for transportation. Please accept our suggestions as a starting point for more conversation on how we can mutually benefit one another in this exciting project. I look forward to speaking with you more.

Sincerely,

Erin O'Melinn
Executive Director
HUB Cycling
erin@bikehub.ca
office: 604.558.2002

City of Vancouver, Purchasing Services
453 West 12th Avenue
Vancouver, BC
V5Y 1V4

Dear Sir/Madame,

Re: Vancouver Bike Share Program

Bike Doctor is supportive of a bike share system. Public bike sharing can be an important part of a city's transportation system that complements and supports the city's efforts to promote urban cycling. We feel that bike share will encourage people to ride more and also bring new people into cycling which will hopefully grow the size of the cycling market and benefit our business in the long run and improve our healthy city.

We appreciate Cyclehop's representatives reaching out to discuss our concerns and opportunities. While we do expect some decrease with our rental business we believe that Cyclehop has proposed some good steps to minimize any negative impact on our business.

Cyclehop has offered the following:

- To promote bicycle rental shops for recreational rentals and group tours
- To promote bicycle shops for bicycle purchase, used and new bikes
- To provide bike shop owners with the opportunity to earn commission on annual bike share memberships sold via their customer network
- We also appreciate the commitment by Cyclehop not to undercut our prices for casual user

We look forward to working with Cyclehop should you choose them as the bike share operator.

Sincerely

Paul Bogaert
President

Bike Doctor

SMOOVE BROCHURE

Smoove
facilitates sustainable mobility



Smoove

, YOUR BIKE SERVICES SPECIALIST PARTNER



THE BIKE-SHARE AND BIKES SERVICES SPECIALIST



SMOOVE was created in 2008, to design, manufacture, install and provide the after sales and maintenance of bike share systems and additional bike services.

Smoove is a French company based on **2 sites**, the head office in Saint Gély du Fesc near Montpellier (FR 34) of the South of France and the design and engineering office in Chaponos near Lyon (FR 69).

As of June 2014, the Smoove corporate team is made up of **16** passionate and multi skilled full time professionals.

Smoove's core focus is on research, development, design and patents. Actual production is coordinated via a network of subcontractors covering various trades (electronics, cabling work, metal work, foundry, bar turning work, assembly...) mainly situated in the Rhône Alpes region of France. Smoove implemented their first projects in **France** and quickly developed **internationally** through a network of distributors, contractors and operators of different countries.

This brochure will give you an initial overview of our products and our expertise. Contact us for more detailed information.

OUR STRENGTH

The capability to provide towns, municipalities, universities transport operators or businesses, a comprehensive, reliable and sustainable bike solution with the emphasis on bike share systems integrated within a multimodal proposition.



AN INNOVATIVE BIKE-SHARE SOLUTION, WITH ADDITIONAL SERVICES AND EXPERTISE :

SMOOVE proposes **innovative and differentiating** products and services in the world of bike share with :

Material solutions which include intelligent bikes equipped with a « Smoove box », wireless passive bike docking posts, subscription and information kiosks, most of which are solar powered, designed for simple installation with the minimum of civil engineering work. All equipment is highly robust, vandal resistant and with low maintenance needs.

Software solutions to manage the bikes, the card readers, the rentals, payment solutions and their integration in a third party information systems typically linked to public transport.

A range of **additional products** of the bike share system including the management of **long term bike hire systems** and ways of **securing the bike parking** (mono bike or collective shelters).

Specialised **expertise** ranging from upstream studies on bike services, to assistance and training on the implementation of our solution as well as ongoing operational and maintenance support.

THE INNOVATIVE « SMOOVE BOX »

THE HEART OF THE BIKE-SHARE SYSTEM !

The bike-share system "SMOOVE BOX": quick and direct access to a very secure and autonomous bike.

An **electronic control box**, conveniently located on the handlebar, continuously charged through a hub dynamo and therefore self-powered which allows quick and direct access to the bike **without keys or totems**.



The « Smoove Box » system is the most innovative system in the world of bike share. This system is protected by an **International patent** (PCT/FR2009/0522 6).

THIS BOX IS COMPOSED OF :



- A **RFID / NFC** contact-free reader to read user's cards

- A **piezo-electrical keypad** for occasional users to enter their access code or simply navigate through the choice menu

- A **screen** to guide the users in a clear and understandable way showing for example real time distance and duration of hire

- A **Zigbee wireless radio transmitter-receiver** communicating with a solar powered relay box located at the bike station which is also self-powered and which transmits information to the central server via GPRS



- Using the « **fork lock** » to secure the bike in 3 complementary ways

- At the bike station with our unique anti-theft and vandal-resistant devices

Away from the bike station with

- a **dynamic type steering lock** and
- a **internal cable** located inside the bike's frame



With some additional components :

- A **RFID** tag located on the bike's frame to identify the bike
- A **GPS** module to monitor the bike's location
- A **communication module** to connect the bike to the central server

ADVANTAGES OF THE « SMOOVE BOX »

- Traditional bike-share kiosk systems become optional which reduces costs considerably. They can be kept, if needed, at major bike stations (tourist sites, town centre...) for the management of subscriptions
- All types of users can access the bikes directly, whether:
 - subscribers, holders of a contact-free RFID card: public transport card, parking card, city pass
 - occasional users, via a unique code transmitted via a vocal server, by text message or on a bank card ticket printed by a kiosk
- With limited civil engineering work, no wiring or electricity required, our stations are very flexible in their position, size and configuration facilitating their integration within public areas.

THE SMOOVE BIKES

DIFFERENTS MODELS OF BIKES SPECIFICALLY DESIGNED TO MEET THE BIKE-SHARE SYSTEM NEEDS

Bike share systems have revolutionized the image and usage of city bikes. These bikes are however exposed to difficult usage conditions, left unattended and requiring a specific design. In order to give our clients the best choice, Smoove have designed several very good urban bike models specifically for bike share systems, all integrating the Smoove box system.

COMMON SPECIFICATIONS FOR ALL OUR BIKES :

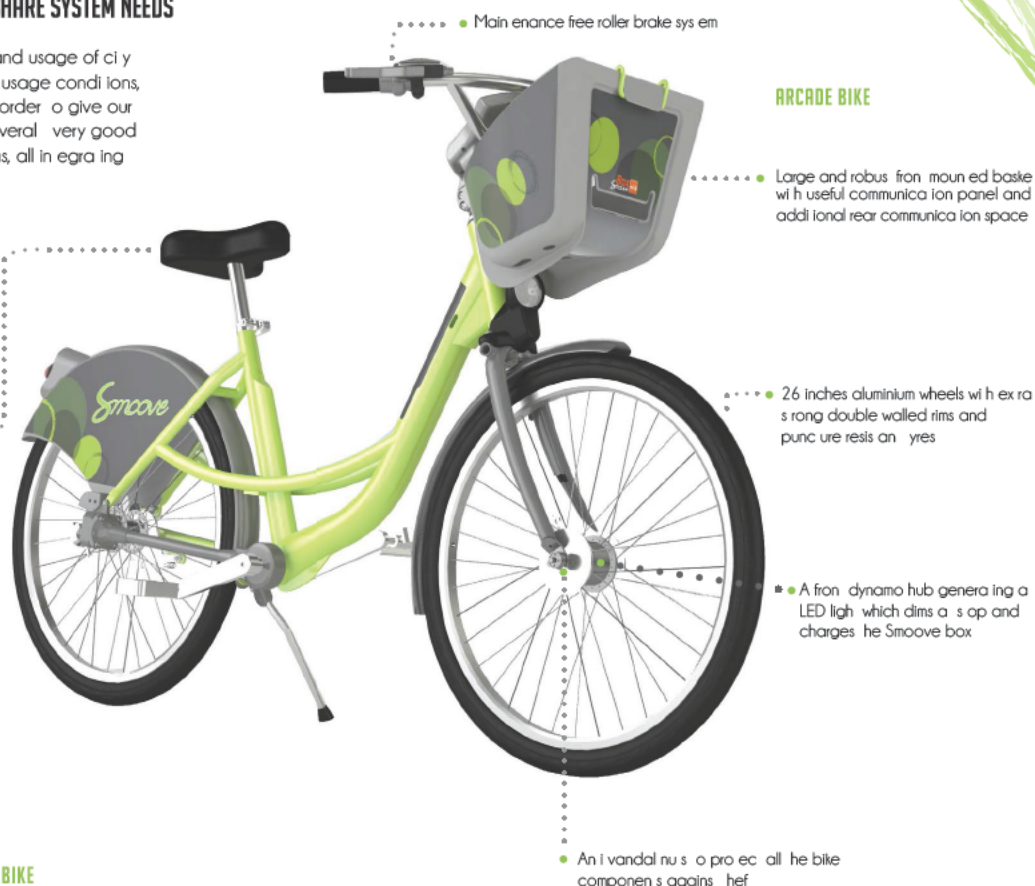
- An urban design, a mixed frame with a low step over height meets the mountain bike standard (EN 4764)
- A very robust bike with a higher weight than most other bike share models (20,6 Kg / 44 Lb) *: see options
- A comfortable and easily adjustable saddle with a graduated seat post allowing the user to select according to his/her height (from 50cm / 59" to 95 cm / 76 inches)

THE OPTION YOU CAN CHOOSE :

- drive shaft or chain
- Aluminium or chrome molydenum steel frame
- 3 or 7 gears integrated in the rear hub



BTWIN BIKE



SMOOVE BOX BIKE-SHARE PARKING EQUIPMENT / DOCKS

In addition to the bikes, the Smoove box system also includes specific **parking equipment / docks** that consists of the "female" end of the fork lock thus ensuring its utmost security. The Smoove experience has proved that no bike returned to its stand (docking post) can be stolen, a fund and many other rival solutions!

Smoove has designed a range of equipment in context, design preference or budgets.

COMMON SPECIFICATIONS TO ALL OUR EQUIPMENT :

- The docking system is « passive » and does not require power. It simply integrates an RFID tag to identify each bike. It is cheaper than our competitors' parking equipment wiring. The bike share stands can be placed in great numbers hereby minimizing the inconvenience of full stations.
- The components are delivered on a pallet, pre-assembled, handled manually, fixed to each other and to the ground by simple dowelling.
- Their installation is quick, easy, wireless and doesn't require heavy civil engineering work. They can be moved easily during the life of the project.
- The Smoove bike stands can be separated from each other, even positioned on opposite sides of a square or a rectangle, facilitating the station integration within any urban space.

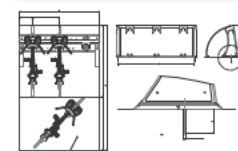
THE OPTIONS YOU CAN CHOOSE :

Currently we have two main types of parking equipment (docking systems) with exactly the same functions:

- the well designed bike stands are **individual docking** posts into which the front wheel of the bike is inserted. They are either fixed onto mobile metallic platforms or onto more permanent rails buried underground. They can be positioned in **single** or **double** configuration for greater density.



- The horizontal rails are equipped with 3 docking points in the shape of a unique and simple cost-effective free-standing structure.



THE RANGE OF SMOOVE BOX KIOSKS :

From the simple function of autonomous solar radio relay without « Human Machine Interface » (HMI), to the most sophisticated solutions with a large tactile screen and credit card swipe payment solution.

The users of the early generations of bike share systems had to use a kiosk (also called « totem »), before being able to take a bike, a complex and costly element of the bike share system.

WITH THE SMOOVE BOX SYSTEM WHICH OFFERS DIRECT ACCESS TO THE BIKE THE TRADITIONAL TOTEM BECOMES OPTIONAL

The Smoove system only requires the presence of a small wireless self-powered solar relay box, which communicates to the bike via **Zigbee radio** and to the central server via GPRS.

Smoove has also developed other types of **virtual subscription** options either using an « interactive vocal server » (IVS) with a standard phone, a smartphone or the internet.

solar relay box



THE SMOOVE SOLAR RELAY KIOSK

- The « traditional » system with information screen and credit card payment is only one of the ways to access the system. It is possibly a solution more suited to popular outskirts with high visibility or numbers. Smoove has also wanted to avoid the necessity of a kiosk dedicated only to the bike share service by developing **multi-modal** solutions of a kiosk shared with the taking of an urban transport network or with pay and display ticket machines already in place.
- Smoove has developed their own payment kiosk but has also naturally integrated third party kiosk solutions according to the specific needs of different cities and towns.

THE TRADITIONAL KIOSK SMOOVE



THE SOLAR POWERED PAY AND DISPLAY KIOSK OF PARKÉON



THE MULTIMEDIA KIOSK OF IPM FRANCE



THE SMOOVE BOX RENTAL PROCESS AND ITS INFORMATION SYSTEM



11

THE SMOOVE BOX INFORMATION SYSTEM (IS) IS COMPOSED OF SEVERAL SOFTWARE SUB-SYSTEMS WITH :

3 « blocks » of **embedded software** :

The **Smoove box** system; it enables the tracking of all the actions of the bikes (departure, locking, return, duration / distance, abusive usage alerts, etc.)

The **solar powered relay box**; it relays information from the bike to the server; it integrates the subscriber data base duplicated locally to compensate for any GPRS communication shortfall

The **kiosk** (if requested); it shows all the information about the HMI, to manage credit card payment

A **central software** hosted on a server called « Sabinweb »; it manages all the « **back office** » information for the project operators and it integrates the different « **front office** » modules for end users (Internet site, smartphone applications, vocal server, mailing, sending of text messages...); Once again, Smoove has chosen a modular approach based on integration requests that can offer :

A **global solution** or a **simple middleware** integrated to a third party information system

A **solution** hosted by us with a maintenance contract or a solution transferred to the client server



12

THE SMOOVE SERVICES

Smoove is not only a supplier of equipment and software solutions. Smoove can work at your side to help you understand, design, launch, work on and advance your bike project.

Smoove can support you on a very operational levels with :

The « **upstream expertise** » enabling the definition of the best service offering, the siting, the locations, the organisational schemes, all of which will complete the internal reflections and the services of the design and technical team up until the definition of the required specifications.

The **project management**, from the planning stage to the launch, including the training necessary for the proper control of the key steps (installation of docking stations, assembly of material, learning to use the software, care and maintenance, communication and marketing ...).

The **after sales service** to order spare parts but also the « downstream expertise » enabling the following up, the support and the development of the project on a technical or commercial level over the life time of the operation. Smoove fully understands and integrates the desire to develop the product for optimal satisfaction for the town or municipality, the operator and the end users.

Some of the services are mandatory, others optional, depending on the alignment of your in-house skills and your required level of Customer Service.



13

Smoove
facilitates sustainable mobility

Smoove currently manages over 460 stations bikes, 8500 bikes and 13,000 self service bicycles leasing.

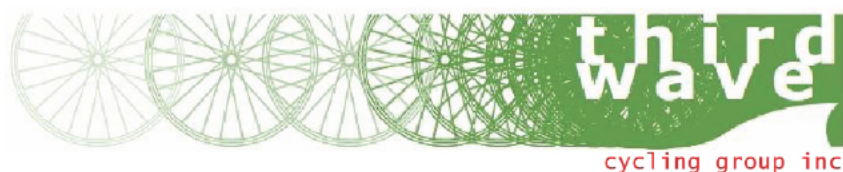
Since 2008, Smoove has equipped 8 towns of which 4 are in France (Montpellier, Avignon, Valence, Saint Etienne, Clermont Ferrand, Grenoble, Chalon sur Saône, Belfort, Strasbourg, Lorient, Sénar) and 5 outside France (Slough in England, Vicenza in Italy, Corfu in Greece, Nicosia in Cyprus, Batumi in Georgia) and 4 other projects are planned elsewhere in the World during 2014.



CycleHop, LLC is the U.S. authorized distributor for Smoove bike share equipment in North America (773) 251-9757 info@cyclehop.com www.smoove-bike.com

Smoove 2016 Bike + E-Bike Option





Public Bike Stations Siting Guidelines and Principles

The City of Vancouver has set out its expectations for a public bike share system for the city, including a financially self-sustainable operation, accessibility, locating stations for optimized usage and ridership, visibility of stations, distance between bike stations, amount of stations on public roadway, extension of the reach of active transportation trips, less car usage, and increase in cycling. In the RFP document, the City has also outlined locations where it feels that bike stations should be located.

For a financially feasible PBS system, bike station siting must focus on locations that will generate abundant usage every day, result in generation of sufficient revenue for profitability of each bike station and bicycle.

Factors taken into consideration for locating bicycle stations include:

- Customer considerations
- Urban fit of bike stations to Neighbourhoods
- Technical planning guidelines from the PBS industry
- Research, and
- City of Vancouver's goals and targets

Customer-Focused, Friendly Designs

Design philosophy

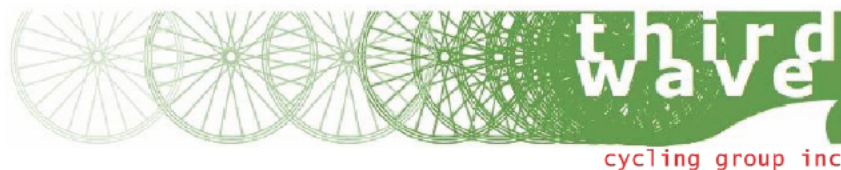
The least distance that people have to walk to PBS stations, the greater the use.

Customers Inflexibility

Customers will use PBS systems when they are convenient and easy to use. If the stations are not located where the customers wants them and are not visible with little effort, customers will use alternate means to get to their destinations.

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Drawing the Maximum Number of People to PBS-Effect of Distance between Stations as a determinant of use. (*Distance Decay Curve*)

Willingness for people to use any form of transportation requiring people to walk a distance to get to it, is a limiting factor for usage. Research into this area (UQAM, U of Minnesota; distance decay curves) is quite limited and has focused more on distance people are willing to walk to various forms of public transportation. Literature on research applying to PBS systems was not found. Applying these studies and guidelines generating from work on PBS, people would want stations on their block and not more than 150 metres away (industry spacing guideline-300 metres).

Location of stations

PBS Station in front of an office, at a retail location, or at resident's door, or starting point of a trip is ideal and provides the greatest draw for PBS use. Walk of half-block will attract more people than a full block, two blocks, or three blocks (*blocks are assumed as 100m in length, many in the sample zone are 150m to 180m long*).

Location by Cycling Comfort

When designated cycling facilities runs parallel and adjacent to major streets with destinations along it (retail, business, etc.), PBS station locations on the main street will draw more PBS usage than stations located on the corner of a side street leading to the cycling facility. Locating PBS stations on minor or local roads with cycling facility will draw less PBS usage than locations on main roads, even if distance between two roads is a standard block.

Financial Viability of Bike Stations and Bicycles

For financially viable use of bicycles, bike turnovers should be targeted for 4 to 8 trips per day per bicycle. A target of 10 turnovers would be a long-term target.

Density of 100 people (approx. at 4 bike turnover per day) required to justify 1 bicycle

For downtown core and active shopping streets, PBS station at every intersection should be the design goal. In low density residential, office parks, commercial areas, design distance between PBS stations may need to be 500 metres or more to ensure profitable use of bike stations and their bicycles.

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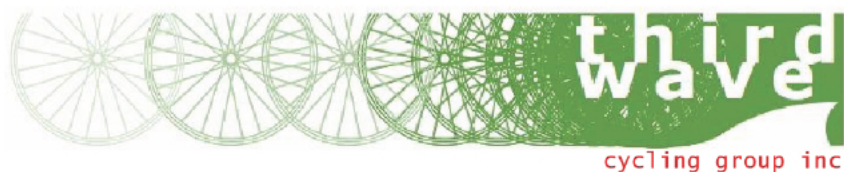
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Traffic-Building Locations, Customer Convenience Focussed

Priority for bike station locations with 12-month traffic and more than one source of traffic throughout the day

Traffic generators:

- Major sources of traffic
 - Transit,
 - High volume fast speed transit first-Canada, Expo, and Millennium Lines, SeaBus, False Creek ferries, West Coast Express commuter train, high-traffic bus hubs
 - Inter-city railway and bus terminals
 - B-Line (bus line)
 - High traffic local lines
 - Ferries, larger hotels, convention centre, and educational centres.
- Residential Areas
 - Extending feeder network into Residential areas—High volume areas-high-rise, high to medium-rise buildings.
 - Secondary extension of feeder network into residential with lower population density-medium to low rises, townhouses, and single homes.
- Destination areas
 - Specialized shopping areas, entertainment areas, and community centres.
 - Shopping streets for locals and tourists
 - Office areas
 - With lunch time activities
 - During day out of office business meetings
 - After work shopping on way home
 - Museums, beaches, parks if sufficient traffic generators are within catchment area of bike stations to generate sufficient use year-round.
- Tourism

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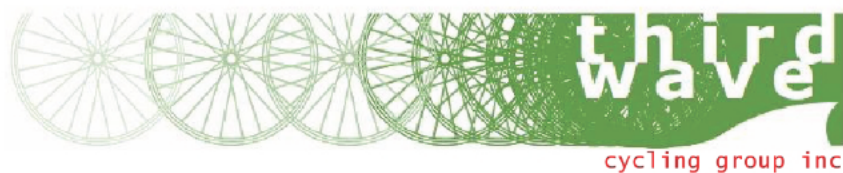
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- Larger hotels
- Stanley Park destinations
- Proximity to bike paths and on-street cycling network
- Road Type
 - Arterial roads with cycling infrastructure within a block.
- Station location to maximize use of PBS network
- Expansion of the network

Urban Fit of Bike Stations to the Neighbourhood

PBS brings opportunities for enhancing the living, shopping, and working experiences in neighbourhoods.

Extension of Bus Stops

Integration of bike stations as extension of bus shelters. Space and walking pattern is already blocked off to pedestrians on the sidewalks by bus stops. Locating a bike station at the side of a bus shelter uses space not typically within walking pattern of people. Visually, the sidewalk landscape is not inundated with a second object in the path, competing with walking space and landscaping, such as trees. Otherwise, bike stations would intrude in the pathway when placed by building edge or by the curb. Also, this design takes off pressure to use on-road curb lane space.

Narrowing the Street Crossing for Pedestrians

An opportunity for the City, placing a corner bulges in front of and behind bike stations. Corner bulges allow bike stations to be brought closer to intersection providing visibility improvement for road users through intersections, shorter street crossing for pedestrians, shorter wait times for motorists with street crossing by pedestrians, improving safety and comfort for pedestrians.

Consider another bulges on far end of bike stations as opportunities for landscaping or gardening-neighbourhood aesthetics.

Visibility of Stations

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Maximum draw to PBS usage depends on highly visible PBS Stations at intersections.

Visible signage above the height of people is critical.

Low effort by people to spot PBS stations.

PBS stations located at intersection, critical. Stations tugged away down a side road not desired.

Profitable Bike Station Placement

For achieving financial-viability of bike station, bike usage, and the system, a customer model requires more than one source of daily usage, including trips to work, business trips during the day and lunchtime, shopping, trips during the day period, night-time usage, and tourism. Station with profitable usage also needs to attract customers throughout the year. Peak usage during a short time period and then minimal usage for the rest of the year will not meet the City's desire for financially self-sustainable operation.

Tourism

The challenges is to locate bike stations close to tourism destinations recognizing that profitable bike stations require 12 months a year usage, not just in peak tourism periods. In placing stations, the importance of tourism for a PBS is recognized, while working towards the City's objective of the PBS system not competing with the local bike rental industry.

Technical planning guidelines from the PBS industry

Bike station location selection was also influenced by the PBS industry learning, including:

1. Residential population uptake of PBS by locals, usually considered at 6%, ranging to 9%.
2. For residential areas:
 - a. 10 to 30 bicycles required for every 1,000 resident within the catchment area of a bike station.
 - b. 1 daily trip for every 20 to 40 residents, using 40 for this proposal.
3. For transit stations, one daily trip per 25 transit trip passengers.

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4. Catchment area for bike station (Distance Decay Curve effect)
 - a. Within a PBS service area – 150 metres
 - b. At the edge of a PBS service area, up to 500m
5. System considerations:
 - Minimum System Coverage Area: 10 km²
 - Station Density: 10–16 stations per km²
 - Docks per Bike Ratio: 2–2.5 docking spaces for every bike
 - Docking Stations per Bicycle, 2.0 to 2.5 range
 - Station density – 14 stations per km equivalent to 1 station per 300 m
 - Design spacing – 300m between stations or catchment area of 150m.
6. Performance Metrics
 - Target daily bike trips per day: 4 to 8, peaking at 10

Station Location Parameters

A technically-oriented summary of considerations affecting selection of locations for bike stations:

- Catchment Area: 1 station per 300m or catchment area of 150m radius from station.
- Station adjacent to mass transit stops
- Stations by cycling facilities
- Stations best located at intersections to increase exposure and catchment area.
- Locations that generate multiple users per day – commuters, day users
- Stations should have 360-degree catchment area not limited by barriers.
- Stations on both sides of corridors, which impede pedestrian desire to cross-corridor to get to a bike station.
- Order of preference for locations
 - High visibility of station is paramount.
 - Off-street, highly visible locations are preferred by the City:
 - Plazas

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- Off-street parking lots
 - Sidewalk locations
 - On-street non-traffic space or curb lane
- Private property bike stations' create destinations for retailers.

Sources, ITDP report, TransLink study, other papers, and observations

Jack

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Principal and President, Third Wave Cycling Group Inc. (TWCGI)

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REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

1. SYSTEM DESIGN

1.1. Proposed Design for the PBS

Fill in the applicable section of the **Proposal Response Template** with detailed information on your overall design of the PBS, including the number of Stations, Bicycles, Docks, Terminals, and information related to the proposed helmet solution. Provide rationale for the proposed design and how it meets or exceeds User's demand, needs, and expectation.

	Requirement	Response Section(s)
1.1.1	Your design approach and integration of the PBS into the look of the existing streetscape.	Section 3-A

1.2. General Equipment Requirements:

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.2.1	Low maintenance/durable and corrosion and graffiti resistant material for all system components exposed to the elements.	Section 3-A
1.2.2	Functional system in all normal Vancouver weather conditions.	Section 3-A
1.2.3	Scalable system (expand and reduce) to accommodate seasonal and other changes in demand. This includes the number and size of Stations, number of Bicycles, customer service, etc.	Section 3-A
1.2.4	Flexibility to add features, change functionality, and accommodate changes in technology.	Section 3-A
1.2.5	Compliance with all applicable statutes, regulations and bylaws and provides all equipment and services in a manner that is not negligent or would otherwise impose any liability on the City or the PBS operator.	Section 3-A
1.2.6	Use of reliable renewable power sources, with option to hardwire at locations where reliable renewable power sources are not possible.	Section 3-A
1.2.7	Industry-standard warranty on all PBS components.	Section 3-A

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

1.3. Bicycles

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.3.1	Safe and stable in all weather conditions.	Section 3-A
1.3.2	Protection of user from grease, dirt, and tire spray, including enclosed drive train, full front fender and rear fender with coat/skirt guard.	Section 3-A
1.3.3	Easy to mount, to operate in upright riding position, and to hold in stopped position, including for shorter riders.	Section 3-A
1.3.4	One size fits majority of the user population with tool-free seat-only adjustment.	Section 3-A
1.3.5	Bicycle elements/parts not compatible with non-PBS bicycles and cannot be removed without specialized proprietary tools.	Section 3-A
1.3.6	Lights, reflectors, bell and other safety features in compliance with the laws of British Columbia and the bylaws of the City of Vancouver.	Section 3-A
1.3.7	Automatic lights (white in front and red in back). Lights should be on while Bicycle is in motion and for at least 90s after stopping.	Section 3-A
1.3.8	Reliable and intuitive braking system.	Section 3-A
1.3.9	A simple and reliable gear shift with a sufficient range of gears to handle Vancouver's topography.	Section 3-A
1.3.10	All cables and wiring tamper-proof and protected from the elements.	Section 3-A
1.3.11	Puncture resistant tires.	Section 3-A
1.3.12	Cargo capacity for items such as a typical briefcase, book bag, and/or grocery bag weighing up to ten kilograms.	Section 3-A
1.3.13	Flat pedals (no toe clips).	Section 3-A
1.3.14	Capable of displaying sponsorship that can be easily changed.	Section 3-A
1.3.15	Equipped with tracking devices or equivalent.	Section 3-A
1.3.16	Light weight.	Section 3-A
1.3.17	Kickstand or other device to allow the Bicycle to be supported upright.	Section 3-A
1.3.18	High visibility paint colour for safety.	Section 3-A

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

1.4. Stations

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.4.1	Modular Bicycle Stations that are portable, easy to pick up and move without any excavation.	Section 3-A
1.4.2	Stations that are easily resized, reconfigured, and relocated and require minimal time to install/remove and do not leave behind attachment points that could trip a Pedestrian or impede Traffic, parking, or snow removal.	Section 3-A
1.4.3	Drawings of typical Station layouts, including Station clearance requirements and impacts of Stations on the current function of the location.	Section 3-A
1.4.4	Clear and prominent instructions on Station directing Users how to report problems or a Bicycle in need of repair.	Section 3-A
1.4.5	Ability to convey safety, bicycle laws and warnings affecting cyclists presented in an easy to read format in all lighting conditions.	Section 3-A
1.4.6	Ability to prevent out-of-service Bicycles from being checked out, along with an indicator showing whether a Bicycle is available or out-of-service. All in-service Bicycles should remain available.	Section 3-A
1.4.7	Ability to maintain security of the system during a power failure event or loss of internet connection.	Section 3-A
1.4.8	Ability for the Station, including Docks or Bikes, to self-report malfunctions.	Section 3-A
1.4.9	Ability to protect secured, not-in-use Bicycles from theft.	Section 3-A
1.4.10	Smallest feasible footprint to enable installation in a space currently used as an on-street parking space or on a wide Sidewalk with a layout that minimally impedes pedestrian traffic and ideally has no components that extend horizontally beyond the bicycle containment area footprint.	Section 3-A
1.4.11	Ability to convey bicycle route network information, including a map indicating Station locations and bicycle routes, and other City of Vancouver approved information in an easy to read format in all lighting conditions.	Section 3-A

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

1.4.12	Plan for signage or wayfinding. The City recently developed a geo-database used to produce pedestrian wayfinding signage. This database may be leveraged for the PBS sign-based or digital wayfinding.	Section 3-A
1.4.13	Consistent look and feel of all Stations within the network.	Section 3-A
1.4.14	Aesthetic compatibility with streetscape and neighbourhood context.	Section 3-A
1.4.15	Ability to add lighting where necessary to facilitate night time use of Station and adjustment of Bicycles, and to reduce vandalism.	Section 3-A
1.4.16	Ability to allow Users to choose any Bicycle at the Station.	Section 3-A
1.4.17	Ability to allow members to check out a Bicycle without interacting with a Terminal.	Section 3-A
1.4.18	Description of the different types of energy sources (e.g., solar, hard-wired to the grid, etc.) that will supply Stations and the estimated percentages of Stations supplied by each type of energy source.	Section 3-A

1.5. Terminals

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.5.1	Technology to accept and validate a variety of payment methods (e.g., credit/debit card, phone/web payment, etc.)	Section 3-A
1.5.2	All Terminals in system accept Casual Users with agreement to liability waiver.	Section 3-A
1.5.3	A process for situations in which a User wants to return a Bicycle to a Station that is full, or check out a Bicycle from an empty Station.	Section 3-A
1.5.4	Legibility in all lighting conditions and operational in all normal weather conditions.	Section 3-A
1.5.5	Flexibility to add features and modify Terminal as needed.	Section 3-A

1.6. Helmet Solution

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

	Requirement	Response Section(s)
1.6.1	Users of the PBS must comply with all applicable statutes, regulations and bylaws, including but not limited to the British Columbia Motor Vehicle Act, which requires that all children and adults operating or riding a bicycle wear an approved bicycle safety helmet.	Section 3-B
1.6.2	A comprehensive strategy and helmet solution is required to provide Users access to clean, safe, and comfortable helmets. The helmet solution may include helmet giveaways, rentals, sales, any combination of the above, or any other creative solution.	Section 3-B
1.6.3	Facilitating PBS Users to comply with the BC Motor Vehicle Act's requirement for mandatory helmet usage. Prohibiting the rental of a Bicycle where the User does not have a helmet or does not agree to rent/buy one.	Section 3-B
1.6.4	Ability to provide User with clear information about the cost of a helmet.	Section 3-B
1.6.5	Helmets fit majority of the User population	Section 3-B
1.6.6	Appropriate helmet availability throughout the PBS service area.	Section 3-B
1.6.7	Sufficient capacity to provide helmets for peak demand.	Section 3-B
1.6.8	Integrated transaction with Bicycle rental.	Section 3-B
1.6.9	Ability to provide real-time information on helmet availability status.	Section 3-B
1.6.10	Ability for helmet solution to self-report malfunctions.	Section 3-B

1.7. Information System

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.7.1	Detailed information on your proposed information system, including system architecture, hardware, software, services, maintenance, updates and upgrades, hosting, data storage, security, interfaces, licensing, and any related information.	Section 3-C
1.7.2	A highly reliable system with data security, protecting data including but not limited to financial data, user names, and personal information.	Section 3-C
1.7.3	Real-time two way communication between system operator and Stations and/or Bicycles.	Section 3-C

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

1.7.4	Ability to issue reports indicating the location of Bicycles requiring re-balancing, and Bicycles in need of maintenance.	Section 3-C
1.7.5	Ability to remotely lock down all or individual Stations or Bicycles.	Section 3-C
1.7.6	Strictly protect the privacy of all Users and not sell or transfer credit card and other private information except for the purpose of operating the PBS.	Section 3-C
1.7.7	All PBS data will be available to the City through regular reports, and at our request during and after the term of the contract.	Section 3-C
1.7.8	Provide open data to support application development by third party software developers.	Section 3-C
1.7.9	<p>Compliance with all applicable laws and regulations relating to personally identifiable information of Users including, without limitation, the Freedom of Information and Protection of Privacy Act (British Columbia) and the Personal Information Protection Act (British Columbia). Note that under FOIPPA, information containing personal information cannot be stored or accessed outside Canada unless a User gives his/her prior express consent or one of the other permitted exceptions applies.</p> <p>FOIPPA: http://www.bclaws.ca/EPLibraries/bclaws_new/document/1D/freeside/96165_00</p> <p>PIPA: http://www.bclaws.ca/EPLibraries/bclaws_new/document/1D/freeside/00_03063_01</p>	Section 3-C
1.7.10	City access to real-time system operation and status data, including customer/public complaints and resolutions.	Section 3-C
1.7.11	System is backed up and maintained/upgraded daily.	Section 3-C
1.7.12	Ability to provide customer and rental documentation including membership terms and conditions, and consent for the use of personal information (e.g. demographic data, geographic data, personal contact information, etc.) for research purposes.	Section 3-C
1.7.13	<p>Security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. Proponent can find details of this requirement at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.</p> <p>The Proponent agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Proponent's security obligations or other event requiring notification under applicable law, Proponent</p>	Section 3-C

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

	agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City from and against any claims, damages, or other harm related to such a breach.	Section 3-C
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1.8. Website and Mobile Access

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.8.1	Ability for website to accept and/or allow a User to create or change their membership.	Section 3-D
1.8.2	Real-time information available on Station, Bicycle, Dock and helmet status.	Section 3-D
1.8.3	Capacity to convey bicycle safety information, laws, and/or warnings affecting Users.	Section 3-D
1.8.4	Support services contact information prominent on website, including phone number.	Section 3-D
1.8.5	A mechanism for Users to report problems and make suggestions for system improvement.	Section 3-D
1.8.6	Ability to collect survey information and customer satisfaction ratings.	Section 3-D
1.8.7	Ability to function and display content correctly on all major web browsers and mobile devices.	Section 3-D
1.8.8	Personalized User web pages that provide information such as kilometres travelled, calories burned, etc.	Section 3-D

2. IMPLEMENTATION SERVICES

2.1. Implementation Details

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to implement all aspects of the PBS. Please include a detailed timeline for the implementation. Ensure that deadlines for all expectations you have assigned to the City are clearly shown in the timeline. This information should include, but is not limited to the following:

	Requirement	Response Section(s)
2.1.1	Milestones, including completion of key stages or components within the project.	Section 3-E

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

2.1.2	Key people involved with each stage or component.	Section 3-E
2.1.3	Details of the deliverables for each stage or component.	Section 3-E
2.1.4	Description of the City's roles and responsibilities for each stage or component.	Section 3-E

2.2. Station Siting

It is anticipated that Stations will be located near the Street, on City-owned land, land owned by other public agencies or institutions, or on private property. Roadway locations may be considered, although off-roadway locations are strongly preferred with a target of no more than 60% on City Street right-of-way (Roadway, Sidewalk, etc.). The City has a strong preference for Station locations that optimize system utilization.

Stations should be located to maximize ridership. Stations should be located to minimize the impact on Pedestrians and transit users and to mitigate the impact on others. Where practical, Stations should be visible from all rapid transit station entrances, express bus (B-Line) stops, and other transportation hubs. Stations should be located near libraries and community centres; destination parks and attractions such as Stanley Park and Granville Island; large sporting, performance, and event venues; and major educational institutions.

Stations may be located:

- a) within the Roadway where parking and Stopping would otherwise be permitted at all times.

Stations, including the equipment footprint and maneuvering space, must not be located:

- a) within the Pedestrian travel zone of a Sidewalk. Generally, this will be a minimum of 2.5 m (8 ft.) width in most commercial areas, and up to 3.7 m (12 ft.) or more in areas of high Pedestrian volumes such as near Intersections; and
- b) such that they would block exits from buildings, access to Fire Department connections, City sewers, City water works, gas valves or other utility access.
- c) within the Roadway where parking or Stopping is prohibited, as defined by the BC Motor Vehicle Act, the City of Vancouver Street and Traffic By-Law (<http://former.vancouver.ca/bylaws/2849c.pdf>) and other governing regulations.
- d) within 50m of a private business providing bicycle rental services.

Based on the above guidelines and requirements, fill in the applicable section of the Proposal Response Template with detailed information on how you intend to locate each PBS Station and address each of the requirements set out below:

	Requirement	Response Section(s)
2.2.1	The Proponent will be responsible to work with agencies, institutions, private landowners and the City, to get public and private space commitments and secure all required permits and leases according to the processes identified by	Section 3-F

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

	each agency, institution, private landowner and/or the City.	
2.2.2	The Proponent will be responsible for all Station installation, maintenance, relocation and removal costs.	Section 3-F
2.2.3	Principles for Station siting, removal, and relocation.	Section 3-F
2.2.4	Conceptual map(s) of Station locations. Provide the typical distance between Stations and the estimated minimum and maximum distances between Stations.	Section 3-F
2.2.5	Complete a Station Location Form for each proposed Station, attached as Appendix 3 to Part B. Information on Vancouver's Street infrastructure can be found on VanMap: http://vancouver.ca/your-government/vanmap.aspx	Section 3-F
2.2.6	Estimate the percentage of Stations in each hourly rate per space category for Metered Spaces, in non-metered spaces, off-roadway and on non-City property.	Section 3-F

3. OPERATIONS, MAINTENANCE, & CUSTOMER SERVICE

3.1. Operating Policies, Processes, and Procedures

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.1.1	Recommended approach to operations, including hours of operation/seasonality.	Section 3-G
3.1.2	Plan for all background operations.	Section 3-G
3.1.3	Step by step procedures for checking out and returning bicycles (for members and Casual Users), including User payment for all types of Users. If not every Station accepts Casual Users, explain how the system will accommodate them.	Section 3-G
3.1.4	Bicycle redistribution plan showing a clear understanding of rebalancing issues and ensuring a balanced system with minimal likelihood that a User encounters an empty or full Station. Describe how you will adjust your plan to address changes in demand. Discuss how pricing structure or other User incentives could be used to encourage rebalancing by system Users.	Section 3-G
3.1.5	Plans for Bicycle tracking and for Bicycles that are stolen or not returned.	Section 3-G
3.1.6	Identify all facility requirements, including locations, functions (e.g., warehouse, IT, call centre, etc. and numbers	Section 3-G

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

	and all vehicle and equipment requirements.	
3.1.7	Proposed strategy for ensuring success of the PBS and encouraging Users to operate in compliance with the City of Vancouver Bylaws, the BC Motor Vehicle Act, and all other applicable statutes and regulations.	Section 3-G
3.1.8	Process to remove snow, ice, garbage and graffiti on and around Stations and your method or system to alert the City's snow plow and street cleaning vehicles to the boundaries of the Stations.	Section 3-G
3.1.9	Operational and communications plans for responding to emergencies.	Section 3-G
3.1.10	Detailed information on operating procedures, processes, and policies related to the helmet solution.	Section 3-G
3.1.11	Maintenance plan, standards and audit procedures for the following, including plans for replacement, scheduled and unscheduled repair work (including vandalism and graffiti), spares and spare parts strategies and plans to incorporate upgrades and next generation technology. <ul style="list-style-type: none"> - Bicycles - Stations and Terminals - Helmet distribution system - Facilities - Vehicles - Equipment - Information Technology 	Section 3-G
3.1.12	Potential for integration with other transportation modes in the region.	Section 3-G
3.1.13	Provide regular reports to the City for inventory, unusual events, emergencies, notices of default, performance and usage, financial information, etc.	Section 3-G

3.2. Collecting and Managing Memberships, Fares or Rental Revenue

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.2.1	Detailed information on your revenue management plan to maintain and grow revenue from operations.	Section 3-G
3.2.2	The Proponent will be responsible for collecting and managing memberships, fares and rental revenue.	Section 3-G

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

3.2.3	Memberships can be purchased in a variety of ways and using a variety of payment methods.	Section 3-G
3.2.4	Ability to charge Users for additional usage fees or penalties related to the use of Bicycles or the purchase or rental of helmets.	Section 3-G
3.2.5	Ability to allow for a variety of membership or pass types (e.g., student, corporate, senior, low-income resident, etc.).	Section 3-G
3.2.6	Ability to allow any one User to rent multiple Bicycles simultaneously based on membership or pass types.	Section 3-G
3.2.7	Ability to be compatible with other payment mechanisms (e.g., TransLink's Compass card).	Section 3-G
3.2.8	Payment system description, including how payment is collected for each type of fee and in the case of damage or theft.	Section 3-G
3.2.9	Detailed pricing strategy (memberships, deposits, time-based user fees, one-time use, frequent User rewards, incentives, reservation fees, late fees, charge for not returning Bicycle, etc.) and rate schedule	Section 3-G

3.3. Staffing

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
3.3.1	Staffing plan including staff, roles and contact information covering each stage of the project (e.g., pre-launch, launch, ongoing operations, etc.).	Section 3-G

3.4. Customer Service

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.4.1	Customer service plan (types and availability).	Section 3-I
3.4.2	Plan for gathering User feedback, including frequency, and strategies and procedures for handling complaints.	Section 3-I
3.4.3	How Users will be assisted with respect to mechanical issues and/or injuries.	Section 3-I

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

3.4.4	Customer service phone number on every Bicycle.	Section 3-I
3.4.5	Ability to coordinate with the City's 311 system.	Section 3-I
3.4.6	Customer service to be available at all hours the PBS is available.	Section 3-I

3.5. Service Performance Levels

It will be the successful Proponent's responsibility to monitor and evaluate the success of the PBS. Fill in the applicable section of the Proposal Response Template with detailed information on how each of the following desired metrics will be met, or explain why the metric is not advisable and propose alternatives, and describe how these metrics will be monitored, reported, and used for continuous improvement.

	Requirement	Response Section(s)
3.5.1	Stations Full or Empty, including Average System-Wide and at Specific Stations	Section 3-J
3.5.2	Minimum Number of Bicycles Deployed	Section 3-J
3.5.3	% of Station Uptime	Section 3-J
3.5.4	% of Calls Answered within 30 seconds	Section 3-J
3.5.5	% of Dropped Calls	Section 3-J
3.5.6	% of Email Responded within 24 hours	Section 3-J
3.5.7	% of Memberships Mailed within 24 hours	Section 3-J
3.5.8	% of Stations Cleaned	Section 3-J
3.5.9	% of Bicycles Inspected and Maintained	Section 3-J
3.5.10	% of Bicycles Refurbished	Section 3-J
3.5.11	Helmet Solution Full or Empty, including Average System-Wide and at Specific Stations	Section 3-J

3.6. Communications

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.6.1	All communications to Users and the general public will be coordinated with the City's Corporate Communications Department.	Section 3-K

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

3.6.2	Plan for communicating with non-English speaking Users.	Section 3-K
3.6.3	Comprehensive plans for Education, Communication, Public Consultation, and Media Relations for both pre- and post-launch.	Section 3-K
3.6.4	Coordination with the City on communication activities including how the Proponent will liaise with City staff about communications plans and other related activities, including media relations policies/protocols (media contact/response procedures), social media outreach, consultation activities, information sessions, etc.	Section 3-K

3.7. Marketing

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.7.1	The Proponent will be responsible for promoting and marketing the PBS to Users, stakeholders and the general public to promote adoption, encourage sign-up, and generally to maximize ridership and to promote the PBS as a positive brand.	Section 3-L
3.7.2	Description of the target market and estimated ridership by segment; for each market segment, estimate the number of Users and the revenue generated for each year in the ten year forecast. Provide reasoning and support for your estimates of the number of Users and revenue generated. Include description of your proposed age restrictions and how these will be enforced.	Section 3-L
3.7.3	Plan to encourage and accommodate non-English speaking Users.	Section 3-L
3.7.4	Comprehensive plans for Marketing, Promotion and Membership Sales for both pre- and post-launch.	Section 3-L

3.8. Implementing Sponsor Branding and Other Commitments

The Proponent will be responsible for implementing, delivering, maintaining and supporting sponsor-related branding and other commitments by the PBS to a sponsor - including the production and delivery of promotional materials, applying branding and other messages or logs on equipment, and applying branding and messages on the PBS website. Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
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REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

3.8.1	Comprehensive plan for implementing, delivering, maintaining, and supporting sponsor branding and other services to ensure delivery of value to sponsors for sponsorships received.	Section 3-G
3.8.2	Examples where the Proponent successfully implemented and delivered sponsorship branding and other services for similar PBS. Describe how the Proponent met sponsorship requirements or exceeded sponsors' expectations.	Section 3-G

4. FINANCIAL PLAN - CAPITAL

Your capital financial plan should be described in the **Proposal Response Template**. All elements of your capital financial plan including all detailed assumptions should be included in a **Base Case Pro Forma Model** using the **Pro Forma Template**.

4.1. Capital Investments

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
4.1.1	Summarize and describe anticipated capital expenditures.	Section 3-M

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
4.1.2	Units acquired, by asset type (e.g. Bicycles, Stations, Docks, helmets, helmet dispensers) for start-up and by year once operations begins. Include all detailed assumption such as: - any ratios used (e.g. Docks to Bicycles, helmets to Bicycles)
4.1.3	Purchase price per unit for each asset type for start-up and going forward by year. Include any detailed assumptions such as: - buildup of base cost per unit - shipping costs per unit - applicable duties and sale or other taxes (including rates assumed) - foreign exchange assumptions - price escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

4.1.4	Assembly / installation cost per unit for start-up and by year once operations begin by asset type for start-up and going forward. Include any detailed assumptions such as: - buildup of base cost per unit - price escalation assumptions
4.1.5	Total infrastructure costs: - \$ by asset type, by year - \$ per Bicycle, by asset type, by year - \$ per trip, by asset type, by year
4.1.6	Start-up / expansion costs for start-up and by year once operations begin by type by phase. Include any detailed assumptions such as: - cost types (e.g. staff, contractor, supplies) - units & cost per unit (e.g. \$ per Bicycle, \$ per Station)
4.1.7	Total overall capital funding required: - \$ by category (i.e., infrastructure, start-up / roll-out, other), by year - \$ per Bicycle, by category, by year - \$ per trip, by category, by year

4.2. Funding Sources

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
4.2.1	Summarize and describe anticipated funding sources for capital expenses.	Section 3-M

Fill in the applicable section of a Base Case Pro Forma Model using the Pro Forma Template, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
4.2.2	Funding sources for capital investments. Include any detailed assumptions.
4.2.3	Cost of servicing any funding source requiring ongoing services charges (e.g. debt interest/principal, dividends) over the term of the model.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5. FINANCIAL PLAN - OPERATIONS

Your operating financial plan should be described in the **Proposal Response Template**. All elements of your operating financial plan including all detailed assumptions should be included in a **Base Case Pro Forma Model** using the **Pro Forma Template**.

5.1. Fleet Assumptions

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.1.1	Summarize and describe fleet assumptions used in the Base Case Pro Forma Model.	Section 3-M

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirement:

	Required Elements of Base Case Pro Forma Model
5.1.2	As drivers for most elements of the operating model please provide fleet assumption, by asset type (e.g. Bicycles, Stations, Docks) at start-up and by year once operations begin. Include all detailed assumption such as: <ul style="list-style-type: none"> - any ratios used (e.g. % Bicycles in services)

5.2. Bicycle Operating Revenue

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.2.1	Summarize and describe anticipated Bicycle operating revenues.	Section 3-M

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.2.2	Number of Bicycle rental passes sold by type (e.g. annual, seasonal, monthly, multi-day, daily) by year. Consider separating discounted passes as separate type (i.e. regular month passes sold vs. discounted monthly passes sold). Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used (e.g. subscribers vs population) - any growth assumptions

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

5.2.3	Number of trips per pass sold by type by year. Include any detailed assumptions such as: - any ratios used (e.g. trips vs. coverage area) - any growth assumptions
5.2.4	Bicycle rental rates by charge type per pass by pass type, by year. Include any detailed assumptions such as: - any ratios used (e.g. daily vs. monthly, monthly vs. annual, monthly vs. promotionally discounted monthly) - price escalation assumptions
5.2.5	Total Bicycle rental revenue by pass type, by year.
5.2.6	Additional Bicycle revenue (e.g. overages, penalties) per pass by pass type by year. Include any detailed assumptions such as: - any ratios used by pass type (e.g. % of rental revenue, \$ per pass, \$ per trip) - price escalation assumptions
5.2.7	Total bicycle revenue by pass type, by year: - \$, by pass type, by year - \$ per Bicycle, by pass type, by year - \$ per trip, by pass type, by year

5.3. Bicycle Operating Expenses

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.3.1	Summarize and describe anticipated Bicycle operating expenses.	Section 3-M

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template** including supporting assumptions addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.3.2	Variable Bicycle operating & maintenance costs by cost type by year. Include all detailed assumption such as: - any ratios used (e.g. credit card fees % of Bicycle revenues) - units / cost per unit (e.g. \$ per Bicycle, \$ per software license) - foreign exchange assumptions - price escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.3.3	<p>Bicycle operations & maintenance staffing costs by position by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used (e.g. mechanics per # Bicycles) - service levels (e.g. maintenance per Bicycle, per Station, redistribution per Bicycle, # of Station moves) - wage/hours/salaries/overtime/payroll burden rate - cost escalation assumptions
5.3.4	<p>Bicycle operations & maintenance facility costs by type by year. City costs for Station siting are provided in Attachment 8. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used (e.g. warehouse size per # Bicycles) - units / cost per unit (e.g. \$ per sq. ft.) - price escalation assumptions
5.3.5	<p>Other Bicycle operations & maintenance costs by type by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used (e.g. vehicles per # of Bicycles) - units / cost per unit - price escalation assumptions
5.3.6	<p>Total Bicycle operations & maintenance cost:</p> <ul style="list-style-type: none"> - \$, by year - \$ per Bicycle, by year - \$ per trip, by year
5.3.7	<p>Bicycle general & administrative expenses by type by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - units / cost per unit - price escalation assumptions
5.3.8	<p>Bicycle general & administrative staffing costs by position by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - wage/hours/salaries/overtime/payroll burden rate - cost escalation assumptions
5.3.9	<p>Bicycle overhead charges by allocation by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - build-up of cost allocation - cost escalation assumptions

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

5.3.10	Other Bicycle expenses (e.g. working capital financing, contingencies) by year. Include any detailed assumptions such as: - any ratios used - build-up of cost assumptions - cost escalation assumptions
5.3.11	Total Bicycle G&A and other expenses: - \$, by year - \$ per Bicycle, by year - \$ per trip, by year
5.3.12	Total Bicycle expenses: - \$, by year - \$ per Bicycle, by year - \$ per trip, by year
5.3.13	Bicycle operating surplus / (deficit): - \$, by year - \$ per Bicycle, by year - \$ per trip, by year

5.4. Helmet Operating Revenue

Fill in the applicable section of the **Proposal Response Template** with detailed information on you intend to address the following requirement:

	Requirement	Response Section(s)
5.4.1	Summarize and describe anticipated helmet operating revenues.	Section 3-M

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.4.2	Number of helmet sales and/or rentals by pass type by year. Include any detailed assumptions such as: - any ratios used (e.g. helmet rentals % of trips by pass type, helmet sales % of pass sales by type) - any growth assumptions
5.4.3	Helmet sales and/or rental rates by pass type, by year. Include any detailed assumptions, such as: - any ratios used - price escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.4.4	Additional helmet revenue (e.g. overages, penalties) per rental by pass type by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used by pass type - price escalation assumptions
5.4.5	Total helmet revenue by pass type: <ul style="list-style-type: none"> - \$, by pass type, by year - \$ per helmet, by pass type, by year - \$ per helmet rental, by pass type, by year - \$ per Bicycle, by pass type, by year - \$ per trip, by pass type, by year

5.5. Helmet Operating Expenses

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.5.1	Summarize and describe anticipated helmet operating expenses.	Section 3-M

Fill in the applicable section of a Base Case Pro Forma Model using the Pro Forma Template, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.5.2	Variable helmet operating & maintenance expenses by cost type by year. Include all detailed assumption such as: <ul style="list-style-type: none"> - any ratios used (e.g. credit card fees % of helmet revenues) - service level (e.g. cleaning, restocking, shrinkage) - units / cost per unit (e.g. \$ per helmet, \$ per helmet solution equipment) - foreign exchange assumptions - price escalation assumptions
5.5.3	Helmet operations & maintenance staffing costs by position by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used - service level (e.g. cleaning, restocking, shrinkage) - wage/hours/salaries/overtime/payroll burden rate - cost escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.5.4	<p>Helmet operations & maintenance facility costs by type by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used (e.g. warehouse space per # helmets) - units / cost per unit (e.g. \$ per sqft) - price escalation assumptions
5.5.5	<p>Other helmet operations & maintenance costs by type by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - units / cost per unit - price escalation assumptions
5.5.6	<p>Total helmet operations & maintenance costs:</p> <ul style="list-style-type: none"> - \$, by year - \$ per helmet, by year - \$ per helmet rental, by year
5.5.7	<p>Helmet general & administrative expenses by type by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - units / cost per unit - price escalation assumptions
5.5.8	<p>Helmet general & administrative staffing costs by position by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - wage/hours/salaries/overtime/payroll burden rate - cost escalation assumptions
5.5.9	<p>Helmet overhead charges by allocation by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - build-up of cost allocation - cost escalation assumptions
5.5.10	<p>Other helmet expenses (e.g. working capital financing, contingencies) by year. Include any detailed assumptions such as:</p> <ul style="list-style-type: none"> - any ratios used - build-up of cost assumptions - cost escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.5.11	Total helmet G&A and other expenses: - \$, by year - \$ per helmet, by year - \$ per helmet rental, by year - Bicycle
5.5.12	Total helmet expenses: - \$, by year - \$ per helmet, by year - \$ per helmet rental, by year - \$ per Bicycle, by year - \$ type per trip, by year
5.5.13	Overall helmet operating surplus / (deficit): - \$, by year - \$ per helmet, by year - \$ per helmet rental, by year - \$ per Bicycle, by year - \$ type per trip, by year

5.6. Combined Bicycle and Helmet Operations

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.6.1	Summarize and describe the anticipated combined Bicycle and Helmet operating financial plan.	Section 3-M

Fill in the applicable section of a Base Case Pro Forma Model using the Pro Forma Template, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.6.2	Total combined (bicycle + helmet) revenue by pass type, by year: - \$, by pass type, by year - \$ per Bicycle, by pass type, by year - \$ per trip, by pass type, by year

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.6.3	Total combined operating costs: - \$, by year - \$ per Bicycle - \$ type per trip
5.6.4	Total combined G&A and other expenses: - \$, by year - \$ per Bicycle, by year - \$ type per trip, by year
5.6.5	Total combined expenses: - \$, by year - \$ per Bicycle, by year - \$ type per trip, by year
5.6.6	Overall combined operating surplus / (deficit): - \$, by year, by year - \$ per Bicycle, by year - \$ type per trip, by year

6. SPONSORSHIP AND OTHER SOURCES OF REVENUE

6.1. General

The City's strong preference is for the successful Proponent to find, secure and manage other sources of revenue such as sponsorships, donations, promotions, etc. however the City reserves the right to assume responsibility for one or more of these sources of revenue.

The objective is to enable the proponent to operate the PBS as a self-sustainable, self-funded, and financially healthy going-concern. Proponent is required to demonstrate capability, capacity, knowledge, expertise, and experience in finding, securing, and maintaining funding sources for the establishment, operation, and expansion of PBS.

	Requirement	Response Section(s)
6.1.1	Description of strategies to generate revenues and/or improve cost efficiencies over time (e.g., advertising, corporate sponsorship, etc.). Proponents should assume that the PBS will not be permitted to have any advertising on the street or elsewhere in public places - however the City will allow sponsorship acknowledgements or community oriented messaging in such public places. Notwithstanding the foregoing, advertising on the PBS website or elsewhere in the online realm is permitted.	Section 3-M

Examples of sponsorship acknowledgements include a message paid for by a sponsor, donor or other funder that conveys their respective brand but does not promote a particular product or

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

service of the sponsor, donor or funder and that is not updated or changed as frequently as conventional advertisements. Examples of community oriented messaging includes messages relating to the PBS and/or certain aspects associated with it including health benefits, environmental benefits, safety and community.

The City, or a party designated by the City, will have the right, from time to time, to use a certain number of Station Signs for no consideration for the purpose of displaying messages consistent with and promoting the PBS.

6.2. Creating Revenue Opportunities

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirements:

	Requirement	Response Section(s)
6.2.1	Identification of any potential revenue opportunities associated with the proposed PBS for the City such as promotion, sponsorship, or direct marketing on Bicycles, Stations, Docks, Terminals, information system, website, apps, or any other applicable opportunities.	Section 3-M
6.2.2	Demonstration of experience in this process by using examples where the Proponent has successfully generated revenue for a PBS from the identified opportunities.	Section 3-M

6.3. Marketing Revenue Opportunities

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.3.1	<p>Demonstration of past experience and ideas with respect to marketing revenue opportunities to funders, sponsors, and promoters using specific examples and including information on the following:</p> <ul style="list-style-type: none"> - Targeted audiences - Marketing channels - Value propositions - Services-benefits packaging - Campaign process - Resources used - Marketing costs incurred - Revenue generated - Any other related information 	Section 3-M

6.4. Delivering Services, Value, and Benefits to Funders, Sponsors and Promoters

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.4.1	<p>Demonstration of experience in delivering services, value, and benefits to funders, sponsors and promoters using specific examples on the following:</p> <ul style="list-style-type: none"> - What services were delivered - How were they delivered as part of the Proponent's operations - What service levels have the Proponent used - What value or benefits have funders sponsors and promoters gained from the services - How were the value or benefits measured and reported to funders, sponsors and promoters - Any other related information 	Section 3-M

6.5. Maintaining and Enhancing Revenue from Other Sources

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.5.1	<p>Demonstration of experience in ensuring long-term continuity and growth of revenue from other sources, using specific examples and including information on the following:</p> <ul style="list-style-type: none"> - Maintain value for existing funders - Generate additional revenue from existing funders - Expand funders base - Generating additional revenue from new funders - Any other related information 	Section 3-M

6.6. Financial Plan - Sponsorship and Other Sources of Revenues

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.6.1	Summarize and describe anticipated financial plan associated with sponsorship and other sources of revenue.	Section 3-M

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

Fill in the applicable section of a Base Case Pro Forma Model using the Pro Forma Template, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
6.6.2	Bicycle sponsorship pricing by component/side/location as applicable (e.g. basket, down-tube, skirt-left, skirt-right) by year. Please ensure sponsorship pricing is presented on a gross basis, related expenses are required separately below. Include any detailed assumptions such as: <ul style="list-style-type: none"> - label area - label sponsorship price per Bicycle - any ratios used - any growth assumptions
6.6.3	Bicycle sponsorship revenue by component/side/location, by year
6.6.4	Station sponsorship pricing by component/side/location as applicable (e.g. Dock, Sign, Terminal-left, Terminal right) by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - label area - label sponsorship price per component - any ratios used - any growth assumptions
6.6.5	Station sponsorship revenue by component/side/location, by year
6.6.6	Helmet sponsorship pricing by component as applicable (e.g. helmet, helmet solution equipment) by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - label area - label sponsorship price per component - any ratios used - any growth assumptions
6.6.7	Helmet sponsorship revenue by component, by year
6.6.8	Website & other sponsorship and other promotional activity revenue by location/opportunity as applicable (e.g. website, mobile app/site, vehicles/uniforms, material) by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used - any growth assumptions
6.6.9	Total sponsorship and other revenue by category (e.g. Bicycle, Station, helmet, other) by year: <ul style="list-style-type: none"> - \$, by year - \$ per Bicycle, by year - \$ per trip, by year

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

6.6.10	Sponsorship & other promotional activities expenses by type (e.g. agency fees, G&A, corporate overhead, maintenance support). Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used (e.g. agency fee % of sponsorship revenue) - costs / cost per unit (e.g. label maintenance per Bicycle or per Station) - cost escalation assumptions
6.6.11	Net contribution from sponsorship & other activities: <ul style="list-style-type: none"> - \$, by year - \$ per Bicycle, by year - \$ per trip, by year

7. FINANCIAL PLAN - OVERALL CASH FLOW

7.1. Overall Cash Flow

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
7.1.1	Summarize and describe the anticipated overall cash flow model through start-up and annually over ten years of operations.	Section 3-M

Fill in the applicable section of a Base Case Pro Forma Model using the Pro Forma Template, including supporting assumptions, addressing the following requirement:

	Required Elements of Base Case Pro Forma Model
7.1.2	Overall cash flows through start-up and annually over ten years of operations.

8. SYSTEM EXPANSION

In the future, the City may be interested in expanding the proposed PBS to areas other than the identified in-scope area of this RFP.

Your plans to address system expansion should be described in the Proposal Response Template. All elements of your expansion financial plans including all detailed assumptions should be included in Expansion Case Pro Forma Models based on your Base Case Pro Forma Template.

8.1. General

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
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REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

8.1.1	Examine and plan for ways to coordinate operations with future Public Bicycle Systems in other municipalities. Coordination efforts may include providing technical support through hardware and/or software modifications, and may evolve over time.	Section 3-N
8.1.2	Ability to integrate your system with other Public Bicycle Systems in Metro Vancouver including, for example: <ul style="list-style-type: none"> - Reciprocal memberships - Ability to track system information - A mechanism for reporting on memberships and usage data from multiple systems, both to Users and to the City and any other municipality, institution, and/or private landowner that might participate in the system or systems. - Ability to provide information on websites and at Stations identifying the location of Stations belonging to other Public Bicycle Systems that might operate within Metro Vancouver. 	Section 3-N

8.2. Phase II Expansion

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
8.2.1	Overview of implementation strategy for a potential Phase II expansion during the first years of operations to increase the service area of the PBS to the area bounded by Macdonald Street, 16 th Ave, and Commercial Drive.	Section 3-N

Prepare a Phase II Expansion Case Pro Forma Model using the Pro Forma Template, including supporting assumptions, addressing the following requirements:

	Required Elements of Phase II Expansion Case Pro Forma Model
8.2.2	Prepare a Phase II Expansion Case Pro Forma Model based on your Base Case Pro Forma Model assuming expansion to Phase II during the first 3 years of operations. Address all requirements from the Base Case Pro Forma Model, including: <ul style="list-style-type: none"> - Financial Plan - Capital (Section 4) - Financial Plan - Operating (Section 5) - Financial Plan - Sponsorship and Other Revenue (Section 6.6) - Financial Plan - Overall Cash Flow (Section 7)

8.3. Regional Expansion Beyond the City of Vancouver

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

	Requirement	Response Section(s)
8.3.1	Overview of implementation strategy for a potential regional expansion during the first years of operations to increase the service area of the PBS to an area outside the City of Vancouver, using UBC as an example.	Section 3-N

Prepare a **Regional Expansion Case Pro Forma Model** using the Pro Forma Template, including supporting assumptions, addressing the following requirements:

	Required Elements of Phase II Expansion Case Pro Forma Model
8.3.2	<p>Prepare a Regional Expansion Case Pro Forma Model based on your Phase II Pro Forma Model assuming expansion to UBC from Phase II during the first 5 years of operations. Address all requirements from the Base Case Pro Forma Model, including:</p> <ul style="list-style-type: none"> - Financial Plan - Capital (Section 4) - Financial Plan - Operating (Section 5) - Financial Plan - Sponsorship and Other Revenue (Section 6.6) - Financial Plan - Overall Cash Flow (Section 7)

8.4. Further Expansion Within and Beyond the City of Vancouver

Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
8.4.1	Overview of implementation strategy for any further expansion scenarios or to other locations within and beyond the City of Vancouver.	Section 3-N

9. TRANSITIONING-OUT

9.1. General

The Agreement between the City and the successful Proponent will contain termination, default and remedy provisions whereby the City has the right to terminate the Agreement and/or require the Proponent to transfer the PBS to the City or a third party. If the City were to invoke such a provision, the following requirements will apply. Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.1.1	Comprehensive plan for your transitioning-out process.	Section 3-O

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

9.1.2	Demonstration of experience managing such process in the past using details and examples on the following (or any related) subjects.	Section 3-O
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9.2. Equipment

If the City requires the Proponent to remove its equipment (including Bicycles, Stations, Terminals, Docks, helmet solution, Signs, tools, etc.) from the street or to the City or a third party for continued operations of the PBS, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.2.1	Plan to secure, collect, remove or transfer equipment from the streets	Section 3-O
9.2.2	Plan to repair, replace, or restore station locations to its original condition immediately after removal of equipment from each location as applicable	Section 3-O
9.2.3	Demonstration of experience setting up or conducting transitioning-out activities using details and specific examples.	Section 3-O

9.3. Information

If the City requires the Proponent to destroy or to secure and package all data including user and financial information from the PBS, whether in electronic or any other format, for transfer to the City or a third party for continued operations of the PBS, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.3.1	Plan to manage the information transfer process.	Section 3-O
9.3.2	Demonstration of experience setting up or conducting information transfer activities using details and specific examples.	Section 3-O

9.4. Revenue

If the City requires the Proponent to assign to the City all revenue sources for the PBS in Vancouver, including membership, sponsorship, branding, naming, or any other PBS related revenue sources for continued operations of the PBS by the City or another third party, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
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REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

9.4.1	Plan to develop, manage, terminate, assign or transfer revenues sources to the City or a third party as part of the transitioning-out process.	Section 3-O
9.4.2	Demonstration of experience through details and examples of how the proponent's revenue sources for PBS can be assigned to the City.	Section 3-O

9.5. Operation, Maintenance, and Customer Service

If the City requires the Proponent to transition its PBS operation and maintenance program including policies, processes, procedures, guidelines, manuals, schedules, work tools, knowledge transfer, etc. to the City or another third party for continued operations of the PBS, the following requirements will apply. Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.5.1	Plan to transition PBS and processes to the City or a third party.	Section 3-O
9.5.2	Demonstration of expertise and experience by providing details and examples of how the proposed transitioning-out process would be smooth and seamless to PBS Users.	Section 3-O

9.6. Reuse, Recycle, and Disposal

One of the City's objectives is to become the Greenest City by 2020. Fill in the applicable section of the Proposal Response Template with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.6.1	Plan to reuse, recycle, or dispose PBS components, equipment, tools, materials, etc. in an environmentally responsible manner as part of your proposed transitioning-out process.	Section 3-O

9.7. Other Related Information

If you'd like to provide additional information for your transitioning-out process, fill in the applicable section of the Proposal Response Template:

	Requirement	Response Section(s)
9.7.1	Provide any other information related to your transitioning-out process for consideration by the City.	Section 3-O



September, 14th 2015

LETTER OF ASSURENCE

To whom it may concern,

This letter represents that at this time CycleHop is financially viable and solvent. CycleHop confirms that we and our subcontractors have the financial capacity to complete this project under the proposed plan and the undertaking of this project will not put any undue financial burden on us.

Sincerely,

Josh Squire
CEO
Cyclehop Corp Canada / Cyclehop, LLC



REQUEST FOR PROPOSALS

PUBLIC BICYCLE SYSTEM

RFP No. PS20150910

Issue Date: July 17, 2015

Issued By: City of Vancouver

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
TABLE OF CONTENTS**

TABLE OF CONTENTS

PART A - INFORMATION AND INSTRUCTIONS	Pages A-1 to A-14
1.0 The RFP	
2.0 Background Information	
3.0 Key Dates	
4.0 Contact Person	
5.0 Submission of Proposals	
6.0 Changes to the RFP and Further Information	
7.0 Contract Requirements	
8.0 Pricing	
9.0 Evaluation of Proposals	
10.0 Sustainability	
11.0 Certain Applicable Legislation	
12.0 Legal Terms and Conditions	
13.0 Definitions	
14.0 Information Disclaimer	
 APPENDIX 1 - INFORMATION MEETING ATTENDANCE FORM	
 PART B - PROPOSAL REQUIREMENTS	Pages B-1 to B-7
1.0 Proposal Requirements	
 APPENDIX 1 - PROPOSAL RESPONSE TEMPLATE	
APPENDIX 2 - PRO FORMA TEMPLATE	
APPENDIX 3 - STATION LOCATION FORM	
 PART C - PROPOSAL FORM	Pages C-1 to C-8
 APPENDIX 1 - LEGAL TERMS & CONDITIONS	
 PART D - FORM OF AGREEMENT	Page D-1
 ANNEX 1 - RFP REQUIREMENTS	Pages 1-1 to 1-34
 ANNEX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT	Pages 2-1
 ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE	Pages 3-1 to 3-4
 ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE	Pages 4-1 to 4-8
 ANNEX 5 - CITY OF VANCOUVER INSURANCE REQUIREMENTS	Pages 5-1 to 5-2
 ATTACHMENTS	
Attachment 1 - Scope of Service Area	
Attachment 2 - 2011 Residents by Dissemination Area	
Attachment 3 - Topography	
Attachment 4 - Zoning Districts	
Attachment 5 - Cycling Routes	
Attachment 6 - Transit Network	
Attachment 7 - Bike Retail & Rental Shops	
Attachment 8 - City Costs for Station Siting	
Attachment 9 - City Bylaws Relating to PBS	

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
TABLE OF CONTENTS

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity for Proponents to submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring the services of a qualified Proponent to finance, design, supply, implement, own, operate and maintain a Public Bicycle System (“PBS”). An overview and details of the City’s objectives and requirements to which the RFP relates are set out in Annex 1 of the RFP (the “RFP Requirements”). The City welcomes Proposals respecting innovative or novel approaches to meeting the RFP Requirements.
- 1.3 The City is interested in selecting a lead Proponent with the capability and experience to efficiently and cost-effectively meet the RFP Requirements. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation sequentially or concurrently; (iv) suspend or cease discussions or negotiations with one or more Proponents at any time for any reason, or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time for any reason.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 9 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 13.0 below.
- 1.8 The RFP consists of four parts:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - PROPOSAL REQUIREMENTS:** This part stipulates the information that should be contained in each Proposal.
 - (c) **PART C - PROPOSAL FORM:** This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement. An Agreement or Agreements in this form, subject to negotiation and any modifications agreed by the City, may be entered into between the City and one or more successful Proponents.

2.0 BACKGROUND, PRINCIPLES AND GOALS

It is the City's strong preference that the PBS adhere to the principles and goals set out below. The extent to which a Proposal aligns with such principles, and meets the goals set out in section 2.2 below, will be carefully assessed by the City and factored into the evaluation of such Proposal.

2.1 Background

The City of Vancouver promotes cycling as an integral part of daily life in Vancouver and is committed to providing bicycle services to both residents and visitors. To that end, in March 2009, Vancouver City Council approved a motion that directed staff to explore opportunities to implement a PBS. This direction led to the identification of actions to pursue and provide a public bicycle system, which were included in the City's Transportation 2040 Plan (<http://vancouver.ca/streets-transportation/transportation-2040.aspx>), and the Greenest City 2020 Action Plan (<http://vancouver.ca/green-vancouver/greenest-city-2020-action-plan.aspx>).

In 2008, TransLink, Metro Vancouver's regional transportation authority, studied the feasibility of a PBS in Metro Vancouver, including Vancouver and other Lower Mainland municipalities. The study found that "... PBS delivers significant real benefits and is feasible in parts of Metro Vancouver where residential and employment densities are high, land uses are diverse, and good cycling facilities are available." (*TransLink Public Bicycle System Feasibility Study*, March 2008, page 3). Scenarios in the report outline a system of 1,000 to 3,800 bicycles, and 70 to 250 stations. This study included several assumptions that differ from the scope of work described in this current RFP, and as such this study may be used by Proponents as background for developing a PBS for Vancouver, but should not be used as a definitive guide. The executive summary of the study is available on TransLink's website at the following link:

http://www.translink.ca/-/media/Documents/cycling/public_bicycle_system_investigation/Public%20Bicycle%20System%20Investigation%20-%20Executive%20Summary.pdf

2.2 Principles

- (a) Economic
- (i) Long-term Financial Sustainability - the proposed PBS system should be financially self-sustainable in the long-term.
 - (ii) Minimize Cost to Taxpayer - the proposed PBS system should minimize the usage of public funds and in-kind services to be provided by the City, if any.
 - (iii) Risk Management - the proposed PBS system should minimize risk and liability exposure to the City, stakeholders and the public.
 - (iv) Innovation - the proposed PBS system should develop and apply innovative solutions to achieve sustainable design, construction, service delivery, operations, and maintenance.

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS**

- (v) Green economy - the proposed PBS system should support the development of a green economy in Vancouver, creating Green Jobs.
- (b) Community and Social
 - (i) Non-competitive - the proposed PBS system should differ from and should not be in competition with the local bike rental industry.
 - (ii) Accessibility and inclusivity - the proposed PBS system should be accessible to all, regardless of cycling ability or familiarity, PBS member or Casual User, language and cultural differences, and accommodates a wide range of physical differences (e.g., height, weight, etc.).
 - (iii) Aesthetic value - the proposed PBS system should recognize heritage value and character, its appearance should be an important component of design, construction, maintenance and operation.
 - (iv) Responsiveness - the proposed PBS system should be responsive, service oriented and able to meet its Users' needs in a timely manner.
 - (v) Community Development - the proposed PBS system should recognize and serve the needs of the community such as providing opportunities (e.g., training, employment, etc.) to disadvantaged groups or individuals, where possible.
 - (vi) Health and Safety - the proposed PBS system should aim to protect the health and safety of its Users, the public, and its staff.
- (c) Environment
 - (i) Environmental Stewardship - the proposed PBS system should aim to protect and enhance the environment and should be designed to have limited carbon emissions in the servicing of the system.
 - (ii) Resource Conservation - the proposed PBS system should aim to pursue energy and resource conservation (i.e., reduce, reuse and recycle).

2.3 Goals

Overall, the goals of the PBS are to:

- (a) increase the overall volume of cycling trips in Vancouver;
- (b) extend the reach of vehicle, transit and walking trips; and,
- (c) replace vehicle and transit trips.

3.0 KEY DATES

3.1 Potential Proponents should note the following key dates:

Event	Time and Date
Submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00PM PST; July 23 rd , 2015
Information Meeting (optional but strongly encouraged)	10:30am PST; July 24 th , 2015

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

Deadline for Enquiries	3:00PM PST; August 21 st 2015
Closing Time	3:00PM PST; August 31 st , 2015

- 3.2 All references to time in the RFP are references to Pacific Standard Time, the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

4.0 CONTACT PERSON

- 4.1 All enquiries regarding the RFP must be addressed to:

Gavin Marshall
gavin.marshall@vancouver.ca

- 4.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

- 4.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER. SEE SECTION 11.2(l), (m) and (n) BELOW FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.**

5.0 SUBMISSION OF PROPOSALS

- 5.1 Proponents should submit one hard copy and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) on or before the time and date specified in the bottom row of the table in Section 3.1 above (the “Closing Time”).

- 5.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Public Bicycle System; PS20150910”) to the following address:

City of Vancouver
Purchasing Services
453 West 12th Avenue
Vancouver, BC
V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,
Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

- 5.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form (the form of which is attached as Part C), completed and duly executed by the relevant Proponent, including Appendix 1 thereto.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

- 5.4 Proposals must not be submitted by fax or email.
- 5.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 5.6 Proposals should not be bound in three-ring binders.
- 5.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 5.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 5.9 Unnecessarily elaborate Proposals are discouraged. Proposals should comply with the requirements set out in Part B and be limited to addressing the RFP Requirements set out in Annex 1.
- 5.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for Proposals submitted by a single lead Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 5.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

6.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 6.1 The City may amend the RFP or make additions to it at any time.
- 6.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 6.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 6.2
- 6.4 An information meeting (the "**Information Meeting**") will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. This Information Meeting is optional - but the City strongly encourages every Proponent intending to submit a Proposal to attend. The details are as follows:

Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: Vancouver City Hall
Main Town Hall Meeting Room
453 West 12th Avenue
Vancouver, BC

Conference Call Number: (604) 829-4222

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

Conference Call Meeting ID: 6135
Conference Call Password: 072415

- 6.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 6.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A by e-mail to gavin.marshall@vancouver.ca, on or before the time and date specified in Section 3.1 above.
- 6.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 6.1 above.

7.0 CONTRACT REQUIREMENTS

- 7.1 In addition to addressing the RFP Requirements, each Proponent should indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent should so state and should propose alternative contract language as part of its Proposal.
- 7.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.
- 7.3 The term of any Agreement is expected to be a five-year period with three possible five-year extensions, for a maximum total term of twenty years.

8.0 PRICING

- 8.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs, with the exception of applicable sales tax prices quoted in the pro-forma financial model(s).
- 8.2 Prices must be quoted in Canadian currency.
- 8.3 Fixed prices must be quoted for the full term of the Proponent's proposed agreement.
- 8.4 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

9.0 EVALUATION OF PROPOSALS

- 9.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 9.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skill, knowledge, reputation financial and operational capacity, and previous experience - particularly in implementing and operating a PBS in a city similar in size and attributes as the City of Vancouver, including experience(s) with the City (if any); (ii) Proponents' ability to meet or exceed the RFP Requirements, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts, (vi), quality of a Proponent's Proposal and business plan, (vii) whether one or more Proponents collaborating together might produce a better PBS system, and (vi) transition costs or challenges.

- 9.3 Preference may be given to the following: (i) a PBS system that minimizes any cash or in-kind contributions from the City and other stakeholders, (ii) a PBS system that minimizes any risk or liability to the City and other stakeholders, (iii) and a PBS system that provides the City with a rate of return for use of City property, resources and in-kind services.
- 9.4 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving public bicycle systems and those demonstrating a strong knowledge of Vancouver and the needs of Vancouver PBS Users. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.
- 9.5 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 9.6 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 9.7 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to, and negotiating some or all of, the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 9.8 The City is not under any obligation to approve any Proposal or enter into any legal agreements with any Proponent and may elect to terminate the RFP at any time.
- 9.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;
 - (d) accept a Proposal which is not the lowest-price proposal;

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

- (e) accept a Proposal that deviates from the RFP Requirements or the conditions specified in the RFP;
- (f) reject a Proposal even if it is the only Proposal received by the City;
- (g) accept all or any part of a Proposal and reject any other part of such Proposal;
- (h) split the RFP Requirements between one or more Proponents; and
- (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

10.0 SUSTAINABILITY

- 10.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 10.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

11.0 CERTAIN APPLICABLE LEGISLATION

- 11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired in the course of providing any service to the City.
- 11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

12.0 LEGAL TERMS AND CONDITIONS

- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

12.2 Potential Proponents should review Appendix 1 to the Proposal Form (Part C) carefully before submitting a Proposal. Among other things, potential Proponents should note that:

- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (d) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (e) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (f) With limited exceptions set forth in such Appendix 1 to the Proposal Response Form, any dispute between the City and a Proponent will be subject to arbitration.
- (g) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (h) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (i) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.
- (j) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

- (k) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (l) Each Proponent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
 - i. an elected official or employee of the City; or
 - ii. related to or has any business or family relationship with an elected official or employee of the City,in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (m) Each Proponent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (n) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (o) Each Proponent is required to disclose whether the Proponent is competing for purposes of the RFP with any entity with which it is legally or financially associated or affiliated. Each Proponent must also disclose whether it is cooperating in any manner in relation to the RFP with any other Proponent responding to the RFP. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (p) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process. The City will

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

- (q) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.
- (r) Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the RFP Requirements, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a Proponent to adjust its Proposal to remedy any such problem, without providing the other Proponents an opportunity to amend their Proposals.

13.0 DEFINITIONS

13.1 In the RFP, the following capitalized terms have the following meanings:

- (a) **"Agreement"** means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) **"Bicycle"** means a bicycle that is part of the PBS;
- (c) **"Bicycle Dock"** or **"Dock"** means the device that holds and secures a bicycle while not in use and is part of a Station.
- (d) **"Casual User"** means a user who has not signed up for a membership.
- (e) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (f) **"Closing Time"** has the meaning set out in section 5.1 of Part A;
- (g) **"Form of Agreement"** means the form of agreement contained in Part D of the RFP;
- (h) **"Green Job"** has the meaning assigned to it by the Vancouver Economic Development Commission in section 3 of their 'Green Jobs Report', which is available at the following link: <http://www.vancouvereconomic.com/news-events/media/the-vec-releases-research-report-on-green-local-food-jobs-in-vancouver/>
- (i) **"PBS"** has the meaning set out in section 1.2 of Part A;
- (j) **"PCI-DSS"** means the Payment Card Industry Data Security Standard, published by the Payment Card Industry Security Standards Council, as amended, supplemented or replaced from time to time;
- (k) **"Proponent"** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

- (l) **“Proposal”** means a proposal submitted in response to the RFP; and
- (m) **“Proposal Form”** means the form contained in Part C of the RFP;
- (n) **“RFP”** has the meaning set out in section 1.1 of Part A;
- (o) **“RFP Requirements”** has the meaning set out in section 1.2 of Part A;
- (p) **“Sign”** means the signage alerting people to the presence of the Station, which may include maps, sponsorship recognition, etc.
- (q) **“Station”** means a facility where PBS Bicycles are stored and from which the general public may rent and return Bicycles and other objects or equipment necessary for or appurtenant to the operation of a Public Bike Share. A Station includes Docks and may include a Terminal and Sign.
- (r) **“Terminal”** means the computer and user interface available at a station or on the bicycle.
- (s) **“User”** means a person who is using or has used the PBS. Users can be members or Casual Users.
- (t) The following words used in this RFP shall have the meaning assigned to them in the City of Vancouver bylaws as referenced in Attachment 9, and available at http://vancouver.ca/bylaw_wa/CategoryIndex.aspx:
 - Intersection;
 - Metered Space;
 - Pedestrian;
 - Roadway;
 - Sidewalk;
 - Stopping;
 - Street; and
 - Traffic.

13.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

14. INFORMATION DISCLAIMER

The City is not liable or responsible for any verbal or written information, or any advice, or any errors or omissions which may be contained in the RFP or documents disclosed or otherwise provided to the Applicant pursuant to this RFP.

The Applicant shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice or documentation provided by the City.

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS**

The City makes no representation, warranty, or undertaking with respect to this RFP and the City shall not be liable or responsible for the accuracy or completeness of the information in this RFP or for any other written or oral information made available to any Applicant related to this RFP.

The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Application (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Application (or any other submissions) including, without limitation, records relating only to the Applicant.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART A - INFORMATION AND INSTRUCTIONS

APPENDIX 1 TO PART A
INFORMATION MEETING REGISTRATION FORM



FINANCIAL SERVICES GROUP
Supply Management

Re. Information Meeting Registration - Request for Proposals No. PS20150910, PUBLIC BICYCLE SYSTEM

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form by email to the person identified below in accordance with the RFP:

Gavin Marshall
City of Vancouver
Email: gavin.marshall@vancouver.ca

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____ Incorporation Date: _____

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No. PS20150910, Public Bicycle System.

Signature

Name of Authorized Signatory

E-mail Address

Date

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENTS

1.0 Proposal Requirements

- 1.1 This Part B sets out the requirements for Proposals to be submitted by each Proponent. The extent to which each Proponent complies with the requirements of this Part B will be considered by the City in evaluating Proposals.
- 1.2 The sections of each Proposal shall be arranged in the order in which they are referred to in this Part B. Proponents shall avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 1.3 Each Proposal must be submitted under the cover of a completed Proposal Form (the form of which is attached as Part C below) including Appendix 1 (Legal Terms and Conditions) attached thereto.
- 1.4 In accordance with the section in Annex 1 titled “Detailed Requirements - Proposal Instructions”, Proponents shall:
- (1) fill in applicable sections of the Proposal Response Template attached as Part B - Appendix 1, and submit the completed Template with their Proposal, with detailed information (including diagrams, photographs, charts, illustrations, etc.) explaining how each requirement in Annex 1 will be met or exceeded, or explain why a requirement is not advisable and propose alternatives with reasons; and
 - (2) attach a copy of Annex 1 with their Proposal and indicate in the column titled “Response Sections” the section of the Proposal Response Template where each requirement is addressed.
- 1.5 In respect of the Proposal Response Template attached as Part B - Appendix 1, each Proponent shall fill in every page, and every section within a page, with information relating to the particular section. The information provided in each section should inform the City as to what is being proposed for that particular aspect of the PBS. Where a section is not applicable to a Proponent, or is already addressed elsewhere in the Proposal Response Template, a Proponent may indicate “N/A” (if not applicable) or set out the other section of the Template where it is addressed.
- 1.6 Each Proponent is required to prepare and complete, and to submit with their Proposal, the required pro-forma financial models in accordance with the Pro Forma Template attached as Part B - Appendix 2 including all detailed assumptions supporting the model. Please submit a completed hard copy of each financial model along with Excel files.
- 1.7 In addition to the above requirements, each Proposal shall also comply with the requirements set out below.
- 1.8 Each Proposal shall have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.
- 1.9 Each Proposal shall contain a section titled “Profile” Describe the structure of company (e.g., corporation, partnership, sole proprietorship) and if a joint venture, clearly state this and state who the joint venture parties are, describe each party’s corporate structure, identify who is acting as the lead and the relationship between the parties, if applicable.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENTS

- 1.9.1 For each party involved, provide a profile and summary that includes at minimum: the management team, products/services offered, areas of expertise, annual sales volume (in dollars), number of employees, major clients, business partners (and the services/products they offer).
 - 1.9.2 For all parent or subsidiary companies and affiliates, provide a profile and summary and the nature of the relationship with the Proponent or partner.
 - 1.9.3 Provide a history of litigation or claims made against the Proponent and all partners during the three years immediately prior to the Closing Time.
 - 1.9.4 For public companies, provide a copy of the three most recent annual financial statements, prepared according to generally accepted accounting principles and signed by a licensed independent accountant. For private companies, provide a letter from your financial institution or auditor providing assurance to the City 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 or partner.
- 1.10 Each Proposal shall contain a section titled “Key Personnel,” which shall:
- i. Describe your proposed business structure; for each function, such as system design, system operation, finance, own, and customer service, etc., identify who will be responsible.
 - ii. Provide the organizational layout or chart of the project team, identifying all roles and areas of responsibility.
 - iii. Provide professional biographical information for the key personnel that would perform the Proponent’s work.
- 1.11 Each Proposal shall contain a section titled “References,” which shall describe relevant experience with PBS or other similar systems and lessons learned. Provide at least three references.
- Proposals shall also:
- i. Describe relevant experience working with government and lessons learned.
 - ii. Summarize current and future projects and commitments.
 - iii. Describe capability (financial, experience and workload capacity) to deliver the PBS by the City’s targeted launch date (or sooner).
- 1.12 Each Proposal shall contain a section titled “Subcontractors,” which shall list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENTS

- 1.13 The City is committed to environmental and social sustainability. Therefore, each Proposal shall contain a section titled “Sustainability,” wherein the Proponent shall describe the environmental and social aspects of its Proposal inclusive of the following:
- A. duly completed Declaration of Supplier Code of Conduct Compliance in the form of Annex 3;
 - B. duly completed Vendor Sustainability Leadership Questionnaire in the form of Annex 4;
- 1.14 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to meeting the City’s RFP Requirements and may consider value-creating Proposals that derogate from the RFP Requirements. Each Proposal shall contain a section titled “Deviations and Variations,” in which the Proponent shall: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent shall state that its Proposal is fully consistent with the Form of Agreement.
- 1.15 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) shall be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) shall be provided separately in the appendix.
- 1.16 Each Proponent shall note Section 9 of Appendix 1 to Part C and shall include in its Proposal a section entitled “Conflicts; Collusion; Lobbying” as necessary.
- 1.17 Each Proponent shall submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 5 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement).
- 1.18 If a Proponent is already registered with WorkSafeBC, such Proponent shall submit with its Proposal proof of valid WorkSafeBC registration and such registration shall be maintained in accordance with the Form of Agreement. If a Proponent is not registered with WorkSafeBC, such Proponent will be required to do so and to submit proof of valid registration as a condition of entering into any legal agreement with the City.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENTS

APPENDIX 1 TO PART B

PROPOSAL RESPONSE TEMPLATE

[DOWNLOAD PROPOSAL RESPONSE TEMPLATE FILE FROM CITY WEBSITE - TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTIONS 1.4 AND 1.5 OF PART B OF THE RFP]

APPENDIX 2 TO PART B

PRO FORMA TEMPLATE

[DOWNLOAD EXCEL PRO FORMA TEMPLATE FILE FROM CITY WEBSITE. EACH PROPONENT TO COMPLETE ONE TEMPLATE FOR EACH OF THE REQUIRED PRO-FORMA FINANCIAL MODELS IN ACCORDANCE WITH SECTION 1.6 OF PART B AND SECTIONS 4-7 OF ANNEX 1 OF THE RFP]

[IN ADDITION TO THE PRO FORMA TEMPLATE, YOU WILL FIND AN ILLUSTRATIVE EXAMPLE PRO FORMA SOLELY FOR THE PURPOSE OF DEMONSTRATING THE USE OF THE TEMPLATE. THIS EXAMPLE IS NOT MEANT TO IN ANY WAY REPRESENT A COMPLETE OR REPRESENTATIVE BUSINESS PLAN OR COMPREHENSIVE RESPONSE TO THE RFP REQUIREMENTS.]

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENTS

APPENDIX 3 TO PART B

STATION LOCATION FORM

[SEE BELOW - TO BE COMPLETED BY EACH PROPONENT IN ACCORDANCE WITH SECTION 2.2 OF ANNEX 1 OF THE RFP. PLEASE COMPLETE ONE FORM FOR EACH PROPOSED STATION LOCATION.]

1. Where is the Station located?

Station Location (Address or hundred block and Street name AT Cross-street name)	
Street Side (circle)	North South West East
Photos (numbered):	

On-Roadway (Street ROW)	Off-Roadway (Street ROW)	Public Lands	Private/Public Land Mixed	Private Lands
<input type="checkbox"/> Metered <input type="checkbox"/> Non-metered	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Boulevard <input type="checkbox"/> Plaza	<input type="checkbox"/> Plaza <input type="checkbox"/> Park	<input type="checkbox"/> Plaza <input type="checkbox"/> Park	<input type="checkbox"/> Plaza

☐ Other: _____

For locations on **On-Roadway**, complete the following table, as applicable:

Metered Spaces	Non-metered Spaces	Adjacent Special Zones
<input type="checkbox"/> Rush Hour Restrictions Rate per hr: _____ # of spaces required: _____	<input type="checkbox"/> Hourly Parking (1hr/2hr) <input type="checkbox"/> Residential Permit Parking <input type="checkbox"/> Unregulated <input type="checkbox"/> In Laneway <input type="checkbox"/> Bike Parking within Separated Bike Lane	<input type="checkbox"/> Loading Zone <input type="checkbox"/> Taxi Zone <input type="checkbox"/> Passenger Zone <input type="checkbox"/> Disability Zone <input type="checkbox"/> Reserved Car Share Zone <input type="checkbox"/> Tour Bus Zone <input type="checkbox"/> Other: _____

2. Is this in a high traffic area?

<input type="checkbox"/> Pedestrians	<input type="checkbox"/> Cyclists	<input type="checkbox"/> Transit	<input type="checkbox"/> Multi-lane Roadway	<input type="checkbox"/> Truck Route
--------------------------------------	-----------------------------------	----------------------------------	---	--------------------------------------

☐ Other: _____

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART B - PROPOSAL REQUIREMENTS

3. How much space is available?

Length: _____ Width: _____ Is there 2.5m of sidewalk clearance? ☐ Yes ☐ No

Comment: _____

4. Is there maintenance access? (maintenance and Bike loading for redistribution)

☐ Yes ☐ No Comment: _____

5. Are there obstacles at this location?

Vertical Clearance	Lateral Clearance (minimum 0.5m)	
<input type="checkbox"/> Structure/Awning/Canopy	<input type="checkbox"/> Tree	<input type="checkbox"/> Wayfinding Stands
<input type="checkbox"/> Tree Canopy	<input type="checkbox"/> Grate	<input type="checkbox"/> Parking Meters
<input type="checkbox"/> Overhead Wires	<input type="checkbox"/> Fire Hydrant	<input type="checkbox"/> Bike Racks
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Poles/Sign Poles	<input type="checkbox"/> Other: _____

6. What other factors may affect a Station at this location?

Movement/Access

- ☐ Rapid Transit Station
- ☐ Bus Stop
- ☐ Bike Lane
- ☐ Emergency Service (e.g. access to fire hydrant, access to siamese/splitter fire connection at building, etc.)

Street Use

- ☐ Bus Shelter with Advertising
- ☐ Bus Shelter with No Advertising
- ☐ Sidewalk Patio
- ☐ Street Vendor (e.g. food truck/trailer/cart, flower cart, etc.)

Servicing/Maintenance

- ☐ Utility Boxes
- ☐ Trolley Wires
- ☐ Grates/Catch basins
- ☐ Tree Canopies
- ☐ Surface (e.g. grass, gravel, concrete, etc.): _____
- ☐ Slope/Grade Issue
- ☐ Other: _____

8. Please provide other comments on this location, as needed:

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM

PROPOSAL FORM

RFP No. PS20150910, PUBLIC BICYCLE SYSTEM (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1) APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2) DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20150910, as amended from time to time and including all addenda.

3) NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM

4) NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5) EVALUATION OF PROPOSALS

a) Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the RFP Requirements, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

b) Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

c) Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

d) Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the RFP Requirements or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6) PROTECTION OF CITY AGAINST LAWSUITS

a) Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM

any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

b) Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

c) Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8(b) of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7) DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
 - i. bind the City, the Proponent and the arbitrator; and
 - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8) PROTECTION AND OWNERSHIP OF INFORMATION

a) RFP and Proposal Documents City's Property

- (1) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (2) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

b) Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

c) All City Information Confidential

- (1) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (2) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9) NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

a) Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM

subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- i. an official or employee of the City; or
- ii. related to or has any business or family relationship with an elected official or employee of the City,

In each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

b) Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

c) Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

In each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

d) Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART C - PROPOSAL FORM**

In each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10) NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

11) GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
PART D - FORM OF AGREEMENT

[DOWNLOAD FORM OF AGREEMENT DOCUMENT FROM CITY WEBSITE]

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

INDEX OF RFP REQUIREMENTS

This Annex 1 sets out the detailed RFP Requirements and is organized as follows:

a)	System Design	Section 1.
	- Proposed Design for the PBS	Section 1.1
	- General Equipment Requirements	Section 1.2
	- Bicycles	Section 1.3
	- Stations	Section 1.4
	- Terminals	Section 1.5
	- Helmet Solution	Section 1.6
	- Information System	Section 1.7
	- Website and Mobile Access	Section 1.8
b)	Implementation Services	Section 2.
	- Implementation Details	Section 2.1
	- Station Siting	Section 2.2
c)	Operations, Maintenance & Customer Service	Section 3.
	- Operating Policies, Processes, Procedures	Section 3.1
	- Collecting and Managing Memberships, Fares or Rental Revenue	Section 3.2
	- Staffing	Section 3.3
	- Customer Service	Section 3.4
	- Service Performance Levels	Section 3.5
	- Communications	Section 3.6
	- Marketing	Section 3.7
	- Implementing Sponsor Branding and Other Commitments	Section 3.8
d)	Financial Plan - Capital	Section 4.
	- Capital Investments	Section 4.1
	- Funding sources	Section 4.2
e)	Financial Plan - PBS Operations	Section 5
	- Fleet Assumptions	Section 5.1
	- Bicycle Operating Revenue	Section 5.2
	- Bicycle Operating Expenses	Section 5.3
	- Helmet Operating Revenue	Section 5.4
	- Helmet Operating Expenses	Section 5.5
	- Combined Bicycle and Helmet Operations	Section 5.6
f)	Sponsorship and Other Sources of Revenue	Section 6.
	- General	Section 6.1
	- Creating Revenue Opportunities	Section 6.2
	- Marketing Revenue Opportunities	Section 6.3
	- Delivering Services, Value and Benefits to Funders, Sponsors, and Promoters	Section 6.4
	- Maintaining and Enhancing Revenue from Other Sources	Section 6.5
	- Financial Plan - Sponsorship and Other Promotional Activities	Section 6.6
g)	Financial Plan - Overall Cash Flow	Section 7.
	- Overall Cash Flow	Section 7.1
h)	System Expansion	Section 8.

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

- General	Section 8.1
- Phase II Expansion	Section 8.2
- Regional Expansion Beyond the City of Vancouver	Section 8.3
- Further Expansion Within and Beyond the City of Vancouver	Section 8.4
 i) Transitioning-Out	 Section 9.
- General	Section 9.1
- Equipment	Section 9.2
- Information	Section 9.3
- Revenue	Section 9.4
- Operation, Maintenance and Customer Service	Section 9.5
- Reuse, Recycle, Disposal	Section 9.6
- Other Related Information	Section 9.7

OVERVIEW OF RFP REQUIREMENTS

The City is looking for a Proponent to finance, design, supply, implement, own, operate and maintain a financially sustainable PBS in Vancouver that meets the City's RFP Requirements. The PBS should be comprised of a network of self-service Bicycle Stations to facilitate short distance, one-way Bicycle trips within the coverage area. PBS Users should be able to check out Bicycles at one location and return them at another, 24 hours a day, 365 days a year. The PBS should be a convenient, attractive, integrated and automated system including: Bicycles, Docks, Stations, an information system, and all related operations, supports, and services. In addition, the Proponent will be asked to provide a comprehensive strategy and helmet solution. The City has a strong preference for full implementation by the end of June, 2016.

Phase I, the in-scope service area for this RFP, includes the Downtown Peninsula, bounded by Arbutus Street, 16th Avenue, and Main Street. A map of the service area is provided in Attachment 1.

Phase II, the first expansion area, increases the coverage area west to Macdonald Street and east to Commercial Drive. Proponents should provide detailed plans with respect to the ability to expand the PBS to Phase II within 2-5 years. At its sole discretion, the City may extend this contract to include Phase II and other areas of the City as, if, and when needed.

Once the successful Proponent is awarded a contract, the City may request that it provide plans with respect to its ability to expand the PBS to other areas of the City, and other municipalities as, if, and when requested.

The proposed PBS must be in compliance with the City's Bylaws, the BC Motor Vehicle Act, and all other applicable laws. Proponents should note that the BC Motor Vehicle Act's requirement for mandatory helmet usage applies to PBS Users. Proponents are expected to develop a comprehensive strategy to operate in compliance with this legislation. The BC Motor Vehicle Act can be found at http://www.bclaws.ca/Recon/document/ID/freeside/96318_00.

BACKGROUND, PRINCIPLES AND GOALS

The background, principles and goals of the PBS are set out in Part A - Section 2.0. The extent to which a Proponent's Proposal aligns with such principles, and meets such goals, will be carefully assessed by the City and factored into the evaluation of such Proposal.

DETAILED REQUIREMENTS - PROPOSAL INSTRUCTIONS

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

Set out below are the detailed RFP Requirements. Each section sets out the City's desired attributes and other requirements for the particular component of the PBS. For each requirement listed below, each Proponent shall:

- (1) fill in applicable sections of the Proposal Response Template attached as Appendix 1 to Part B - RFP Requirements with detailed information (including diagrams, photographs, charts, illustrations, etc.) explaining how such requirement will be met or exceeded, or explain why such requirement is not advisable and propose alternatives with reasons; and
- (2) attach a copy of this Annex 1 with their Proposal and indicate in the right column the section of the Proposal Response Template where the requirement is addressed.

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

1. SYSTEM DESIGN

1.1. Proposed Design for the PBS

Fill in the applicable section of the **Proposal Response Template** with detailed information on your overall design of the PBS, including the number of Stations, Bicycles, Docks, Terminals, and information related to the proposed helmet solution. Provide rationale for the proposed design and how it meets or exceeds User's demand, needs, and expectation.

	Requirement	Response Section(s)
1.1.1	Your design approach and integration of the PBS into the look of the existing streetscape.	

1.2. General Equipment Requirements:

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.2.1	Low maintenance/durable and corrosion and graffiti resistant material for all system components exposed to the elements.	
1.2.2	Functional system in all normal Vancouver weather conditions.	
1.2.3	Scalable system (expand and reduce) to accommodate seasonal and other changes in demand. This includes the number and size of Stations, number of Bicycles, customer service, etc.	
1.2.4	Flexibility to add features, change functionality, and accommodate changes in technology.	
1.2.5	Compliance with all applicable statutes, regulations and bylaws and provides all equipment and services in a manner that is not negligent or would otherwise impose any liability on the City or the PBS operator.	
1.2.6	Use of reliable renewable power sources, with option to hardwire at locations where reliable renewable power sources are not possible.	
1.2.7	Industry-standard warranty on all PBS components.	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

1.3. Bicycles

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.3.1	Safe and stable in all weather conditions.	
1.3.2	Protection of user from grease, dirt, and tire spray, including enclosed drive train, full front fender and rear fender with coat/skirt guard.	
1.3.3	Easy to mount, to operate in upright riding position, and to hold in stopped position, including for shorter riders.	
1.3.4	One size fits majority of the user population with tool-free seat-only adjustment.	
1.3.5	Bicycle elements/parts not compatible with non-PBS bicycles and cannot be removed without specialized proprietary tools.	
1.3.6	Lights, reflectors, bell and other safety features in compliance with the laws of British Columbia and the bylaws of the City of Vancouver.	
1.3.7	Automatic lights (white in front and red in back). Lights should be on while Bicycle is in motion and for at least 90s after stopping.	
1.3.8	Reliable and intuitive braking system.	
1.3.9	A simple and reliable gear shift with a sufficient range of gears to handle Vancouver's topography.	
1.3.10	All cables and wiring tamper-proof and protected from the elements.	
1.3.11	Puncture resistant tires.	
1.3.12	Cargo capacity for items such as a typical briefcase, book bag, and/or grocery bag weighing up to ten kilograms.	
1.3.13	Flat pedals (no toe clips).	
1.3.14	Capable of displaying sponsorship that can be easily changed.	
1.3.15	Equipped with tracking devices or equivalent.	
1.3.16	Light weight.	
1.3.17	Kickstand or other device to allow the Bicycle to be supported upright.	
1.3.18	High visibility paint colour for safety.	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

1.4. Stations

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.4.1	Modular Bicycle Stations that are portable, easy to pick up and move without any excavation.	
1.4.2	Stations that are easily resized, reconfigured, and relocated and require minimal time to install/remove and do not leave behind attachment points that could trip a Pedestrian or impede Traffic, parking, or snow removal.	
1.4.3	Drawings of typical Station layouts, including Station clearance requirements and impacts of Stations on the current function of the location.	
1.4.4	Clear and prominent instructions on Station directing Users how to report problems or a Bicycle in need of repair.	
1.4.5	Ability to convey safety, bicycle laws and warnings affecting cyclists presented in an easy to read format in all lighting conditions.	
1.4.6	Ability to prevent out-of-service Bicycles from being checked out, along with an indicator showing whether a Bicycle is available or out-of-service. All in-service Bicycles should remain available.	
1.4.7	Ability to maintain security of the system during a power failure event or loss of internet connection.	
1.4.8	Ability for the Station, including Docks or Bikes, to self-report malfunctions.	
1.4.9	Ability to protect secured, not-in-use Bicycles from theft.	
1.4.10	Smallest feasible footprint to enable installation in a space currently used as an on-street parking space or on a wide Sidewalk with a layout that minimally impedes pedestrian traffic and ideally has no components that extend horizontally beyond the bicycle containment area footprint.	
1.4.11	Ability to convey bicycle route network information, including a map indicating Station locations and bicycle routes, and other City of Vancouver approved information in an easy to read format in all lighting conditions.	

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

1.4.12	Plan for signage or wayfinding. The City recently developed a geo-database used to produce pedestrian wayfinding signage. This database may be leveraged for the PBS sign-based or digital wayfinding.	
1.4.13	Consistent look and feel of all Stations within the network.	
1.4.14	Aesthetic compatibility with streetscape and neighbourhood context.	
1.4.15	Ability to add lighting where necessary to facilitate night time use of Station and adjustment of Bicycles, and to reduce vandalism.	
1.4.16	Ability to allow Users to choose any Bicycle at the Station.	
1.4.17	Ability to allow members to check out a Bicycle without interacting with a Terminal.	
1.4.18	Description of the different types of energy sources (e.g., solar, hard-wired to the grid, etc.) that will supply Stations and the estimated percentages of Stations supplied by each type of energy source.	

1.5. Terminals

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.5.1	Technology to accept and validate a variety of payment methods (e.g., credit/debit card, phone/web payment, etc.)	
1.5.2	All Terminals in system accept Casual Users with agreement to liability waiver.	
1.5.3	A process for situations in which a User wants to return a Bicycle to a Station that is full, or check out a Bicycle from an empty Station.	
1.5.4	Legibility in all lighting conditions and operational in all normal weather conditions.	
1.5.5	Flexibility to add features and modify Terminal as needed.	

1.6. Helmet Solution

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

	Requirement	Response Section(s)
1.6.1	Users of the PBS must comply with all applicable statutes, regulations and bylaws, including but not limited to the British Columbia Motor Vehicle Act, which requires that all children and adults operating or riding a bicycle wear an approved bicycle safety helmet.	
1.6.2	A comprehensive strategy and helmet solution is required to provide Users access to clean, safe, and comfortable helmets. The helmet solution may include helmet giveaways, rentals, sales, any combination of the above, or any other creative solution.	
1.6.3	Facilitating PBS Users to comply with the BC Motor Vehicle Act's requirement for mandatory helmet usage. Prohibiting the rental of a Bicycle where the User does not have a helmet or does not agree to rent/buy one.	
1.6.4	Ability to provide User with clear information about the cost of a helmet.	
1.6.5	Helmets fit majority of the User population	
1.6.6	Appropriate helmet availability throughout the PBS service area.	
1.6.7	Sufficient capacity to provide helmets for peak demand.	
1.6.8	Integrated transaction with Bicycle rental.	
1.6.9	Ability to provide real-time information on helmet availability status.	
1.6.10	Ability for helmet solution to self-report malfunctions.	

1.7. Information System

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.7.1	Detailed information on your proposed information system, including system architecture, hardware, software, services, maintenance, updates and upgrades, hosting, data storage, security, interfaces, licensing, and any related information.	
1.7.2	A highly reliable system with data security, protecting data including but not limited to financial data, user names, and personal information.	
1.7.3	Real-time two way communication between system operator and Stations and/or Bicycles.	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

1.7.4	Ability to issue reports indicating the location of Bicycles requiring re-balancing, and Bicycles in need of maintenance.	
1.7.5	Ability to remotely lock down all or individual Stations or Bicycles.	
1.7.6	Strictly protect the privacy of all Users and not sell or transfer credit card and other private information except for the purpose of operating the PBS.	
1.7.7	All PBS data will be available to the City through regular reports, and at our request during and after the term of the contract.	
1.7.8	Provide open data to support application development by third party software developers.	
1.7.9	<p>Compliance with all applicable laws and regulations relating to personally identifiable information of Users including, without limitation, the Freedom of Information and Protection of Privacy Act (British Columbia) and the Personal Information Protection Act (British Columbia). Note that under FOIPPA, information containing personal information cannot be stored or accessed outside Canada unless a User gives his/her prior express consent or one of the other permitted exceptions applies.</p> <p>FOIPPA: http://www.bclaws.ca/EPLibraries/bclaws_new/document/I/D/freeside/96165_00</p> <p>PIPA: http://www.bclaws.ca/EPLibraries/bclaws_new/document/I/D/freeside/00_03063_01</p>	
1.7.10	City access to real-time system operation and status data, including customer/public complaints and resolutions.	
1.7.11	System is backed up and maintained/upgraded daily.	
1.7.12	Ability to provide customer and rental documentation including membership terms and conditions, and consent for the use of personal information (e.g. demographic data, geographic data, personal contact information, etc.) for research purposes.	
1.7.13	<p>Security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. Proponent can find details of this requirement at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.</p> <p>The Proponent agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Proponent's security obligations or other event requiring notification under applicable law, Proponent</p>	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

	agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City from and against any claims, damages, or other harm related to such a breach.	
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1.8. Website and Mobile Access

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
1.8.1	Ability for website to accept and/or allow a User to create or change their membership.	
1.8.2	Real-time information available on Station, Bicycle, Dock and helmet status.	
1.8.3	Capacity to convey bicycle safety information, laws, and/or warnings affecting Users.	
1.8.4	Support services contact information prominent on website, including phone number.	
1.8.5	A mechanism for Users to report problems and make suggestions for system improvement.	
1.8.6	Ability to collect survey information and customer satisfaction ratings.	
1.8.7	Ability to function and display content correctly on all major web browsers and mobile devices.	
1.8.8	Personalized User web pages that provide information such as kilometres travelled, calories burned, etc.	

2. IMPLEMENTATION SERVICES

2.1. Implementation Details

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to implement all aspects of the PBS. Please include a detailed timeline for the implementation. Ensure that deadlines for all expectations you have assigned to the City are clearly shown in the timeline. This information should include, but is not limited to the following:

	Requirement	Response Section(s)
2.1.1	Milestones, including completion of key stages or components within the project.	

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

2.1.2	Key people involved with each stage or component.	
2.1.3	Details of the deliverables for each stage or component.	
2.1.4	Description of the City's roles and responsibilities for each stage or component.	

2.2. Station Siting

It is anticipated that Stations will be located near the Street, on City-owned land, land owned by other public agencies or institutions, or on private property. Roadway locations may be considered, although off-roadway locations are strongly preferred with a target of no more than 60% on City Street right-of-way (Roadway, Sidewalk, etc.). The City has a strong preference for Station locations that optimize system utilization.

Stations should be located to maximize ridership. Stations should be located to minimize the impact on Pedestrians and transit users and to mitigate the impact on others. Where practical, Stations should be visible from all rapid transit station entrances, express bus (B-Line) stops, and other transportation hubs. Stations should be located near libraries and community centres; destination parks and attractions such as Stanley Park and Granville Island; large sporting, performance, and event venues; and major educational institutions.

Stations may be located:

- a) within the Roadway where parking and Stopping would otherwise be permitted at all times.

Stations, including the equipment footprint and maneuvering space, must **not** be located:

- a) within the Pedestrian travel zone of a Sidewalk. Generally, this will be a minimum of 2.5 m (8 ft.) width in most commercial areas, and up to 3.7 m (12 ft.) or more in areas of high Pedestrian volumes such as near Intersections; and
- b) such that they would block exits from buildings, access to Fire Department connections, City sewers, City water works, gas valves or other utility access.
- c) within the Roadway where parking or Stopping is prohibited, as defined by the BC Motor Vehicle Act, the City of Vancouver Street and Traffic By-Law (<http://former.vancouver.ca/bylaws/2849c.pdf>) and other governing regulations.
- d) within 50m of a private business providing bicycle rental services.

Based on the above guidelines and requirements, fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to locate each PBS Station and address each of the requirements set out below:

	Requirement	Response Section(s)
2.2.1	The Proponent will be responsible to work with agencies, institutions, private landowners and the City, to get public and private space commitments and secure all required permits and leases according to the processes identified by	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

	each agency, institution, private landowner and/or the City.	
2.2.2	The Proponent will be responsible for all Station installation, maintenance, relocation and removal costs.	
2.2.3	Principles for Station siting, removal, and relocation.	
2.2.4	Conceptual map(s) of Station locations. Provide the typical distance between Stations and the estimated minimum and maximum distances between Stations.	
2.2.5	Complete a Station Location Form for each proposed Station, attached as Appendix 3 to Part B. Information on Vancouver's Street infrastructure can be found on VanMap: http://vancouver.ca/your-government/vanmap.aspx	
2.2.6	Estimate the percentage of Stations in each hourly rate per space category for Metered Spaces, in non-metered spaces, off-roadway and on non-City property.	

3. OPERATIONS, MAINTENANCE, & CUSTOMER SERVICE

3.1. Operating Policies, Processes, and Procedures

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.1.1	Recommended approach to operations, including hours of operation/seasonality.	
3.1.2	Plan for all background operations.	
3.1.3	Step by step procedures for checking out and returning bicycles (for members and Casual Users), including User payment for all types of Users. If not every Station accepts Casual Users, explain how the system will accommodate them.	
3.1.4	Bicycle redistribution plan showing a clear understanding of rebalancing issues and ensuring a balanced system with minimal likelihood that a User encounters an empty or full Station. Describe how you will adjust your plan to address changes in demand. Discuss how pricing structure or other User incentives could be used to encourage rebalancing by system Users.	
3.1.5	Plans for Bicycle tracking and for Bicycles that are stolen or not returned.	
3.1.6	Identify all facility requirements, including locations, functions (e.g., warehouse, IT, call centre, etc. and numbers	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

	and all vehicle and equipment requirements.	
3.1.7	Proposed strategy for ensuring success of the PBS and encouraging Users to operate in compliance with the City of Vancouver Bylaws, the BC Motor Vehicle Act, and all other applicable statutes and regulations.	
3.1.8	Process to remove snow, ice, garbage and graffiti on and around Stations and your method or system to alert the City's snow plow and street cleaning vehicles to the boundaries of the Stations.	
3.1.9	Operational and communications plans for responding to emergencies.	
3.1.10	Detailed information on operating procedures, processes, and policies related to the helmet solution.	
3.1.11	Maintenance plan, standards and audit procedures for the following, including plans for replacement, scheduled and unscheduled repair work (including vandalism and graffiti), spares and spare parts strategies and plans to incorporate upgrades and next generation technology. <ul style="list-style-type: none"> - Bicycles - Stations and Terminals - Helmet distribution system - Facilities - Vehicles - Equipment - Information Technology 	
3.1.12	Potential for integration with other transportation modes in the region.	
3.1.13	Provide regular reports to the City for inventory, unusual events, emergencies, notices of default, performance and usage, financial information, etc.	

3.2. Collecting and Managing Memberships, Fares or Rental Revenue

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.2.1	Detailed information on your revenue management plan to maintain and grow revenue from operations.	
3.2.2	The Proponent will be responsible for collecting and managing memberships, fares and rental revenue.	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

3.2.3	Memberships can be purchased in a variety of ways and using a variety of payment methods.	
3.2.4	Ability to charge Users for additional usage fees or penalties related to the use of Bicycles or the purchase or rental of helmets.	
3.2.5	Ability to allow for a variety of membership or pass types (e.g., student, corporate, senior, low-income resident, etc.).	
3.2.6	Ability to allow any one User to rent multiple Bicycles simultaneously based on membership or pass types.	
3.2.7	Ability to be compatible with other payment mechanisms (e.g., TransLink's Compass card).	
3.2.8	Payment system description, including how payment is collected for each type of fee and in the case of damage or theft.	
3.2.9	Detailed pricing strategy (memberships, deposits, time-based user fees, one-time use, frequent User rewards, incentives, reservation fees, late fees, charge for not returning Bicycle, etc.) and rate schedule	

3.3. Staffing

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
3.3.1	Staffing plan including staff, roles and contact information covering each stage of the project (e.g., pre-launch, launch, ongoing operations, etc.).	

3.4. Customer Service

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.4.1	Customer service plan (types and availability).	
3.4.2	Plan for gathering User feedback, including frequency, and strategies and procedures for handling complaints.	
3.4.3	How Users will be assisted with respect to mechanical issues and/or injuries.	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

3.4.4	Customer service phone number on every Bicycle.	
3.4.5	Ability to coordinate with the City's 311 system.	
3.4.6	Customer service to be available at all hours the PBS is available.	

3.5. Service Performance Levels

It will be the successful Proponent's responsibility to monitor and evaluate the success of the PBS. Fill in the applicable section of the **Proposal Response Template** with detailed information on how each of the following desired metrics will be met, or explain why the metric is not advisable and propose alternatives, and describe how these metrics will be monitored, reported, and used for continuous improvement.

	Requirement	Response Section(s)
3.5.1	Stations Full or Empty, including Average System-Wide and at Specific Stations	
3.5.2	Minimum Number of Bicycles Deployed	
3.5.3	% of Station Uptime	
3.5.4	% of Calls Answered within 30 seconds	
3.5.5	% of Dropped Calls	
3.5.6	% of Email Responded within 24 hours	
3.5.7	% of Memberships Mailed within 24 hours	
3.5.8	% of Stations Cleaned	
3.5.9	% of Bicycles Inspected and Maintained	
3.5.10	% of Bicycles Refurbished	
3.5.11	Helmet Solution Full or Empty, including Average System-Wide and at Specific Stations	

3.6. Communications

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.6.1	All communications to Users and the general public will be coordinated with the City's Corporate Communications Department.	

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

3.6.2	Plan for communicating with non-English speaking Users.	
3.6.3	Comprehensive plans for Education, Communication, Public Consultation, and Media Relations for both pre- and post-launch.	
3.6.4	Coordination with the City on communication activities including how the Proponent will liaise with City staff about communications plans and other related activities, including media relations policies/protocols (media contact/response procedures), social media outreach, consultation activities, information sessions, etc.	

3.7. Marketing

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
3.7.1	The Proponent will be responsible for promoting and marketing the PBS to Users, stakeholders and the general public to promote adoption, encourage sign-up, and generally to maximize ridership and to promote the PBS as a positive brand.	
3.7.2	Description of the target market and estimated ridership by segment; for each market segment, estimate the number of Users and the revenue generated for each year in the ten year forecast. Provide reasoning and support for your estimates of the number of Users and revenue generated. Include description of your proposed age restrictions and how these will be enforced.	
3.7.3	Plan to encourage and accommodate non-English speaking Users.	
3.7.4	Comprehensive plans for Marketing, Promotion and Membership Sales for both pre- and post-launch.	

3.8. Implementing Sponsor Branding and Other Commitments

The Proponent will be responsible for implementing, delivering, maintaining and supporting sponsor-related branding and other commitments by the PBS to a sponsor - including the production and delivery of promotional materials, applying branding and other messages or logs on equipment, and applying branding and messages on the PBS website. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
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**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

3.8.1	Comprehensive plan for implementing, delivering, maintaining, and supporting sponsor branding and other services to ensure delivery of value to sponsors for sponsorships received.	
3.8.2	Examples where the Proponent successfully implemented and delivered sponsorship branding and other services for similar PBS. Describe how the Proponent met sponsorship requirements or exceeded sponsors' expectations.	

4. FINANCIAL PLAN - CAPITAL

Your capital financial plan should be described in the **Proposal Response Template**. All elements of your capital financial plan including all detailed assumptions should be included in a **Base Case Pro Forma Model** using the **Pro Forma Template**.

4.1. Capital Investments

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
4.1.1	Summarize and describe anticipated capital expenditures.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
4.1.2	Units acquired, by asset type (e.g. Bicycles, Stations, Docks, helmets, helmet dispensers) for start-up and by year once operations begins. Include all detailed assumption such as: - any ratios used (e.g. Docks to Bicycles, helmets to Bicycles)
4.1.3	Purchase price per unit for each asset type for start-up and going forward by year. Include any detailed assumptions such as: - buildup of base cost per unit - shipping costs per unit - applicable duties and sale or other taxes (including rates assumed) - foreign exchange assumptions - price escalation assumptions

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

4.1.4	Assembly / installation cost per unit for start-up and by year once operations begin by asset type for start-up and going forward. Include any detailed assumptions such as: - buildup of base cost per unit - price escalation assumptions
4.1.5	Total infrastructure costs: - \$ by asset type, by year - \$ per Bicycle, by asset type, by year - \$ per trip, by asset type, by year
4.1.6	Start-up / expansion costs for start-up and by year once operations begin by type by phase. Include any detailed assumptions such as: - cost types (e.g. staff, contractor, supplies) - units & cost per unit (e.g. \$ per Bicycle, \$ per Station)
4.1.7	Total overall capital funding required: - \$ by category (i.e., infrastructure, start-up / roll-out, other), by year - \$ per Bicycle, by category , by year - \$ per trip, by category, by year

4.2. Funding Sources

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
4.2.1	Summarize and describe anticipated funding sources for capital expenses.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
4.2.2	Funding sources for capital investments. Include any detailed assumptions.
4.2.3	Cost of servicing any funding source requiring ongoing services charges (e.g. debt interest/principal, dividends) over the term of the model.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5. FINANCIAL PLAN - OPERATIONS

Your operating financial plan should be described in the **Proposal Response Template**. All elements of your operating financial plan including all detailed assumptions should be included in a **Base Case Pro Forma Model** using the **Pro Forma Template**.

5.1. Fleet Assumptions

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.1.1	Summarize and describe fleet assumptions used in the Base Case Pro Forma Model.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirement:

	Required Elements of Base Case Pro Forma Model
5.1.2	As drivers for most elements of the operating model please provide fleet assumption, by asset type (e.g. Bicycles, Stations, Docks) at start-up and by year once operations begin. Include all detailed assumption such as: <ul style="list-style-type: none">- any ratios used (e.g. % Bicycles in services)

5.2. Bicycle Operating Revenue

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.2.1	Summarize and describe anticipated Bicycle operating revenues.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.2.2	Number of Bicycle rental passes sold by type (e.g. annual, seasonal, monthly, multi-day, daily) by year. Consider separating discounted passes as separate type (i.e. regular month passes sold vs. discounted monthly passes sold). Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used (e.g. subscribers vs population)- any growth assumptions

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

5.2.3	Number of trips per pass sold by type by year. Include any detailed assumptions such as: - any ratios used (e.g. trips vs. coverage area) - any growth assumptions
5.2.4	Bicycle rental rates by charge type per pass by pass type, by year. Include any detailed assumptions such as - any ratios used (e.g. daily vs. monthly, monthly vs. annual, monthly vs. promotionally discounted monthly) - price escalation assumptions
5.2.5	Total Bicycle rental revenue by pass type, by year.
5.2.6	Additional Bicycle revenue (e.g. overages, penalties) per pass by pass type by year. Include any detailed assumptions such as: - any ratios used by pass type (e.g.% of rental revenue, \$ per pass, \$ per trip) - price escalation assumptions
5.2.7	Total bicycle revenue by pass type, by year: - \$, by pass type, by year - \$ per Bicycle, by pass type, by year - \$ per trip, by pass type, by year

5.3. Bicycle Operating Expenses

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.3.1	Summarize and describe anticipated Bicycle operating expenses.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template** including supporting assumptions addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.3.2	Variable Bicycle operating & maintenance costs by cost type by year. Include all detailed assumption such as: - any ratios used (e.g. credit card fees % of Bicycle revenues) - units / cost per unit (e.g. \$ per Bicycle, \$ per software license) - foreign exchange assumptions - price escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.3.3	Bicycle operations & maintenance staffing costs by position by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used (e.g. mechanics per # Bicycles)- service levels (e.g. maintenance per Bicycle, per Station, redistribution per Bicycle, # of Station moves)- wage/hours/salaries/overtime/payroll burden rate- cost escalation assumptions
5.3.4	Bicycle operations & maintenance facility costs by type by year. City costs for Station siting are provided in Attachment 8. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used (e.g. warehouse size per # Bicycles)- units / cost per unit (e.g. \$ per sq. ft.)- price escalation assumptions
5.3.5	Other Bicycle operations & maintenance costs by type by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used (e.g. vehicles per # of Bicycles)- units / cost per unit- price escalation assumptions
5.3.6	Total Bicycle operations & maintenance cost: <ul style="list-style-type: none">- \$, by year- \$ per Bicycle, by year- \$ per trip, by year
5.3.7	Bicycle general & administrative expenses by type by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- units / cost per unit- price escalation assumptions
5.3.8	Bicycle general & administrative staffing costs by position by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- wage/hours/salaries/overtime/payroll burden rate- cost escalation assumptions
5.3.9	Bicycle overhead charges by allocation by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- build-up of cost allocation- cost escalation assumptions

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

5.3.10	Other Bicycle expenses (e.g. working capital financing, contingencies) by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used - build-up of cost assumptions - cost escalation assumptions
5.3.11	Total Bicycle G&A and other expenses: <ul style="list-style-type: none"> - \$, by year - \$ per Bicycle, by year - \$ per trip, by year
5.3.12	Total Bicycle expenses: <ul style="list-style-type: none"> - \$, by year - \$ per Bicycle, by year - \$ per trip, by year
5.3.13	Bicycle operating surplus /(deficit): <ul style="list-style-type: none"> - \$, by year - \$ per Bicycle, by year - \$ per trip, by year

5.4. Helmet Operating Revenue

Fill in the applicable section of the **Proposal Response Template** with detailed information on you intend to address the following requirement:

	Requirement	Response Section(s)
5.4.1	Summarize and describe anticipated helmet operating revenues.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.4.2	Number of helmet sales and/or rentals by pass type by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used (e.g. helmet rentals % of trips by pass type, helmet sales % of pass sales by type) - any growth assumptions
5.4.3	Helmet sales and/or rental rates by pass type, by year. Include any detailed assumptions, such as: <ul style="list-style-type: none"> - any ratios used - price escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.4.4	Additional helmet revenue (e.g. overages, penalties) per rental by pass type by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used by pass type- price escalation assumptions
5.4.5	Total helmet revenue by pass type: <ul style="list-style-type: none">- \$, by pass type, by year- \$ per helmet, by pass type, by year- \$ per helmet rental, by pass type, by year- \$ per Bicycle, by pass type, by year- \$ per trip, by pass type, by year

5.5. Helmet Operating Expenses

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.5.1	Summarize and describe anticipated helmet operating expenses.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.5.2	Variable helmet operating & maintenance expenses by cost type by year. Include all detailed assumption such as: <ul style="list-style-type: none">- any ratios used (e.g. credit card fees % of helmet revenues)- service level (e.g. cleaning, restocking, shrinkage)- units / cost per unit (e.g. \$ per helmet, \$ per helmet solution equipment)- foreign exchange assumptions- price escalation assumptions
5.5.3	Helmet operations & maintenance staffing costs by position by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- service level (e.g. cleaning, restocking, shrinkage)- wage/hours/salaries/overtime/payroll burden rate- cost escalation assumptions

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

5.5.4	Helmet operations & maintenance facility costs by type by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used (e.g. warehouse space per # helmets)- units / cost per unit (e.g. \$ per sqft)- price escalation assumptions
5.5.5	Other helmet operations & maintenance costs by type by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- units / cost per unit- price escalation assumptions
5.5.6	Total helmet operations & maintenance costs: <ul style="list-style-type: none">- \$, by year- \$ per helmet, by year- \$ per helmet rental, by year
5.5.7	Helmet general & administrative expenses by type by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- units / cost per unit- price escalation assumptions
5.5.8	Helmet general & administrative staffing costs by position by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- wage/hours/salaries/overtime/payroll burden rate- cost escalation assumptions
5.5.9	Helmet overhead charges by allocation by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- build-up of cost allocation- cost escalation assumptions
5.5.10	Other helmet expenses (e.g. working capital financing, contingencies) by year. Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used- build-up of cost assumptions- cost escalation assumptions

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

5.5.11	Total helmet G&A and other expenses: - \$, by year - \$ per helmet, by year - \$ per helmet rental, by year - Bicycle
5.5.12	Total helmet expenses: - \$, by year - \$ per helmet, by year - \$ per helmet rental, by year - \$ per Bicycle, by year - \$ type per trip, by year
5.5.13	Overall helmet operating surplus / (deficit): - \$, by year - \$ per helmet, by year - \$ per helmet rental, by year - \$ per Bicycle, by year - \$ type per trip, by year

5.6. Combined Bicycle and Helmet Operations

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
5.6.1	Summarize and describe the anticipated combined Bicycle and Helmet operating financial plan.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
5.6.2	Total combined (bicycle + helmet) revenue by pass type, by year: - \$, by pass type, by year - \$ per Bicycle, by pass type, by year - \$ per trip, by pass type, by year

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

5.6.3	Total combined operating costs: <ul style="list-style-type: none">- \$, by year- \$ per Bicycle- \$ type per trip
5.6.4	Total combined G&A and other expenses: <ul style="list-style-type: none">- \$, by year- \$ per Bicycle, by year- \$ type per trip, by year
5.6.5	Total combined expenses: <ul style="list-style-type: none">- \$, by year- \$ per Bicycle, by year- \$ type per trip, by year
5.6.6	Overall combined operating surplus / (deficit): <ul style="list-style-type: none">- \$, by year, by year- \$ per Bicycle, by year- \$ type per trip, by year

6. SPONSORSHIP AND OTHER SOURCES OF REVENUE

6.1. General

The City's strong preference is for the successful Proponent to find, secure and manage other sources of revenue such as sponsorships, donations, promotions, etc. however the City reserves the right to assume responsibility for one or more of these sources of revenue.

The objective is to enable the proponent to operate the PBS as a self-sustainable, self-funded, and financially healthy going-concern. Proponent is required to demonstrate capability, capacity, knowledge, expertise, and experience in finding, securing, and maintaining funding sources for the establishment, operation, and expansion of PBS.

	Requirement	Response Section(s)
6.1.1	Description of strategies to generate revenues and/or improve cost efficiencies over time (e.g., advertising, corporate sponsorship, etc.). Proponents should assume that the PBS will not be permitted to have any advertising on the street or elsewhere in public places - however the City will allow sponsorship acknowledgements or community oriented messaging in such public places. Notwithstanding the foregoing, advertising on the PBS website or elsewhere in the online realm is permitted.	

Examples of sponsorship acknowledgements include a message paid for by a sponsor, donor or other funder that conveys their respective brand but does not promote a particular product or

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

service of the sponsor, donor or funder and that is not updated or changed as frequently as conventional advertisements. Examples of community oriented messaging includes messages relating to the PBS and/or certain aspects associated with it including health benefits, environmental benefits, safety and community.

The City, or a party designated by the City, will have the right, from time to time, to use a certain number of Station Signs for no consideration for the purpose of displaying messages consistent with and promoting the PBS.

6.2. Creating Revenue Opportunities

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirements:

	Requirement	Response Section(s)
6.2.1	Identification of any potential revenue opportunities associated with the proposed PBS for the City such as promotion, sponsorship, or direct marketing on Bicycles, Stations, Docks, Terminals, information system, website, apps, or any other applicable opportunities.	
6.2.2	Demonstration of experience in this process by using examples where the Proponent has successfully generated revenue for a PBS from the identified opportunities.	

6.3. Marketing Revenue Opportunities

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.3.1	Demonstration of past experience and ideas with respect to marketing revenue opportunities to funders, sponsors, and promoters using specific examples and including information on the following: <ul style="list-style-type: none">- Targeted audiences- Marketing channels- Value propositions- Services-benefits packaging- Campaign process- Resources used- Marketing costs incurred- Revenue generated- Any other related information	

6.4. Delivering Services, Value, and Benefits to Funders, Sponsors and Promoters

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.4.1	Demonstration of experience in delivering services, value, and benefits to funders, sponsors and promoters using specific examples on the following: <ul style="list-style-type: none">- What services were delivered- How were they delivered as part of the Proponent's operations- What service levels have the Proponent used- What value or benefits have funders sponsors and promoters gained from the services- How were the value or benefits measured and reported to funders, sponsors and promoters- Any other related information	

6.5. Maintaining and Enhancing Revenue from Other Sources

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.5.1	Demonstration of experience in ensuring long-term continuity and growth of revenue from other sources, using specific examples and including information on the following: <ul style="list-style-type: none">- Maintain value for existing funders- Generate additional revenue from existing funders- Expand funders base- Generating additional revenue from new funders- Any other related information	

6.6. Financial Plan - Sponsorship and Other Sources of Revenues

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
6.6.1	Summarize and describe anticipated financial plan associated with sponsorship and other sources of revenue.	

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Base Case Pro Forma Model
6.6.2	Bicycle sponsorship pricing by component/side/location as applicable (e.g. basket, down-tube, skirt-left, skirt-right) by year. Please ensure sponsorship pricing is presented on a gross basis, related expenses are required separately below. Include any detailed assumptions such as: <ul style="list-style-type: none"> - label area - label sponsorship price per Bicycle - any ratios used - any growth assumptions
6.6.3	Bicycle sponsorship revenue by component/side/location, by year
6.6.4	Station sponsorship pricing by component/side/location as applicable (e.g. Dock, Sign, Terminal-left, Terminal right) by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - label area - label sponsorship price per component - any ratios used - any growth assumptions
6.6.5	Station sponsorship revenue by component/side/location, by year
6.6.6	Helmet sponsorship pricing by component as applicable (e.g. helmet, helmet solution equipment) by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - label area - label sponsorship price per component - any ratios used - any growth assumptions
6.6.7	Helmet sponsorship revenue by component, by year
6.6.8	Website & other sponsorship and other promotional activity revenue by location/opportunity as applicable (e.g. website, mobile app/site, vehicles/uniforms, material) by year. Include any detailed assumptions such as: <ul style="list-style-type: none"> - any ratios used - any growth assumptions
6.6.9	Total sponsorship and other revenue by category (e.g. Bicycle, Station, helmet, other) by year: <ul style="list-style-type: none"> - \$, by year - \$ per Bicycle, by year - \$ per trip, by year

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

6.6.10	Sponsorship & other promotional activities expenses by type (e.g. agency fees, G&A, corporate overhead, maintenance support). Include any detailed assumptions such as: <ul style="list-style-type: none">- any ratios used (e.g. agency fee % of sponsorship revenue)- costs / cost per unit (e.g. label maintenance per Bicycle or per Station)- cost escalation assumptions
6.6.11	Net contribution from sponsorship & other activities: <ul style="list-style-type: none">- \$, by year- \$ per Bicycle, by year- \$ per trip, by year

7. FINANCIAL PLAN - OVERALL CASH FLOW

7.1. Overall Cash Flow

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
7.1.1	Summarize and describe the anticipated overall cash flow model through start-up and annually over ten years of operations.	

Fill in the applicable section of a **Base Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirement:

	Required Elements of Base Case Pro Forma Model
7.1.2	Overall cash flows through start-up and annually over ten years of operations.

8. SYSTEM EXPANSION

In the future, the City may be interested in expanding the proposed PBS to areas other than the identified in-scope area of this RFP.

Your plans to address system expansion should be described in the **Proposal Response Template**. All elements of your expansion financial plans including all detailed assumptions should be included in **Expansion Case Pro Forma Models** based on your **Base Case Pro Forma Template**.

8.1. General

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
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REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

8.1.1	Examine and plan for ways to coordinate operations with future Public Bicycle Systems in other municipalities. Coordination efforts may include providing technical support through hardware and/or software modifications, and may evolve over time.	
8.1.2	Ability to integrate your system with other Public Bicycle Systems in Metro Vancouver including, for example: <ul style="list-style-type: none">- Reciprocal memberships- Ability to track system information- A mechanism for reporting on memberships and usage data from multiple systems, both to Users and to the City and any other municipality, institution, and/or private landowner that might participate in the system or systems.- Ability to provide information on websites and at Stations identifying the location of Stations belonging to other Public Bicycle Systems that might operate within Metro Vancouver.	

8.2. Phase II Expansion

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
8.2.1	Overview of implementation strategy for a potential Phase II expansion during the first years of operations to increase the service area of the PBS to the area bounded by Macdonald Street, 16 th Ave, and Commercial Drive.	

Prepare a **Phase II Expansion Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Phase II Expansion Case Pro Forma Model
8.2.2	Prepare a Phase II Expansion Case Pro Forma Model based on your Base Case Pro Forma Model assuming expansion to Phase II during the first 3 years of operations. Address all requirements from the Base Case Pro Forma Model, including: <ul style="list-style-type: none">- Financial Plan - Capital (Section 4)- Financial Plan - Operating (Section 5)- Financial Plan - Sponsorship and Other Revenue (Section 6.6)- Financial Plan - Overall Cash Flow (Section 7)

8.3. Regional Expansion Beyond the City of Vancouver

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

	Requirement	Response Section(s)
8.3.1	Overview of implementation strategy for a potential regional expansion during the first years of operations to increase the service area of the PBS to an area outside the City of Vancouver, using UBC as an example.	

Prepare a **Regional Expansion Case Pro Forma Model** using the **Pro Forma Template**, including supporting assumptions, addressing the following requirements:

	Required Elements of Phase II Expansion Case Pro Forma Model
8.3.2	<p>Prepare a Regional Expansion Case Pro Forma Model based on your Phase II Pro Forma Model assuming expansion to UBC from Phase II during the first 5 years of operations. Address all requirements from the Base Case Pro Forma Model, including:</p> <ul style="list-style-type: none">- Financial Plan - Capital (Section 4)- Financial Plan - Operating (Section 5)- Financial Plan - Sponsorship and Other Revenue (Section 6.6)- Financial Plan - Overall Cash Flow (Section 7)

8.4. Further Expansion Within and Beyond the City of Vancouver

Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address the following requirement:

	Requirement	Response Section(s)
8.4.1	Overview of implementation strategy for any further expansion scenarios or to other locations within and beyond the City of Vancouver.	

9. TRANSITIONING-OUT

9.1. General

The Agreement between the City and the successful Proponent will contain termination, default and remedy provisions whereby the City has the right to terminate the Agreement and/or require the Proponent to transfer the PBS to the City or a third party. If the City were to invoke such a provision, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.1.1	Comprehensive plan for your transitioning-out process.	

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS

9.1.2	Demonstration of experience managing such process in the past using details and examples on the following (or any related) subjects.	
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9.2. Equipment

If the City requires the Proponent to remove its equipment (including Bicycles, Stations, Terminals, Docks, helmet solution, Signs, tools, etc.) from the street or to the City or a third party for continued operations of the PBS, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.2.1	Plan to secure, collect, remove or transfer equipment from the streets	
9.2.2	Plan to repair, replace, or restore station locations to its original condition immediately after removal of equipment from each location as applicable	
9.2.3	Demonstration of experience setting up or conducting transitioning-out activities using details and specific examples.	

9.3. Information

If the City requires the Proponent to destroy or to secure and package all data including user and financial information from the PBS, whether in electronic or any other format, for transfer to the City or a third party for continued operations of the PBS, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.3.1	Plan to manage the information transfer process.	
9.3.2	Demonstration of experience setting up or conducting information transfer activities using details and specific examples.	

9.4. Revenue

If the City requires the Proponent to assign to the City all revenue sources for the PBS in Vancouver, including membership, sponsorship, branding, naming, or any other PBS related revenue sources for continued operations of the PBS by the City or another third party, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
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**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 1 - RFP REQUIREMENTS**

9.4.1	Plan to develop, manage, terminate, assign or transfer revenues sources to the City or a third party as part of the transitioning-out process.	
9.4.2	Demonstration of experience through details and examples of how the proponent's revenue sources for PBS can be assigned to the City.	

9.5. Operation, Maintenance, and Customer Service

If the City requires the Proponent to transition its PBS operation and maintenance program including policies, processes, procedures, guidelines, manuals, schedules, work tools, knowledge transfer, etc. to the City or another third party for continued operations of the PBS, the following requirements will apply. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.5.1	Plan to transition PBS and processes to the City or a third party.	
9.5.2	Demonstration of expertise and experience by providing details and examples of how the proposed transitioning-out process would be smooth and seamless to PBS Users.	

9.6. Reuse, Recycle, and Disposal

One of the City's objectives is to become the Greenest City by 2020. Fill in the applicable section of the **Proposal Response Template** with detailed information on how you intend to address each of the following requirements:

	Requirement	Response Section(s)
9.6.1	Plan to reuse, recycle, or dispose PBS components, equipment, tools, materials, etc. in an environmentally responsible manner as part of your proposed transitioning-out process.	

9.7. Other Related Information

If you'd like to provide additional information for your transitioning-out process, fill in the applicable section of the **Proposal Response Template**:

	Requirement	Response Section(s)
9.7.1	Provide any other information related to your transitioning-out process for consideration by the City.	

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of _____(vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____(vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____(vendor name).

Signature: _____

Name and Title: _____

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Tell us how you ensure fair wages and employee benefits.		
a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc.) in as many of our facilities as possible Please specify the verification system: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please specify additional materials recycled: _____		

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> A copy of policies Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> A copy of policies Proof of environmental management system certification A copy of public report
	Question 5	<ul style="list-style-type: none"> A copy of public report A copy of reduction targets and related results A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> A copy of policy or strategy

REQUEST FOR PROPOSALS NO. PS20150910

PUBLIC BICYCLE SYSTEM

ANNEX 3 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

		<ul style="list-style-type: none">• A copy of reduction targets and related results• A copy of third party audit/verification
--	--	--

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 10.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living Wage Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- environmental or sustainability policy or statement
- reducing greenhouse gas (GHG) emissions
- reducing waste
- sustainable purchasing

1. Do you have a documented Environmental or Sustainability Policy or Statement?

☐ Yes* ☐ No

If no, go to question 2.

*If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

2. Does your company measure its greenhouse gas (GHG) emissions?

☐ Yes ☐ No

If yes, state total annual GHG emissions (tCO₂e): _____

3. Has your company adopted GHG reduction targets or goals?

☐ Yes ☐ No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

☐ Yes ☐ No

If yes, state the name of the 3rd party: _____

5. Does your company own or lease buildings (including warehouses) in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned and/or leased buildings in Metro Vancouver with respect to each of the elements listed below. **Please limit answer to 300 words or less.**

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting):
- b. building envelope improvements (e.g., insulation, windows):

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

6. Has your company (or has any of your buildings) been recognized for its building energy management efforts by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

☐ Yes ☐ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in the Metro Vancouver region?

☐ Yes ☐ No

In no, skip to question 9.

If yes, what is the size of your fleet (including heavy off-road equipment)?

8. If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). **Please limit answer to 200 words or less.**

9. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☐ Yes ☐ No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). **Please limit answer to 200 words or less.**

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

10. Describe any other initiatives that have significantly reduced the GHG emissions of your operations. **Please limit answer to 200 words or less.**

11. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes ☐ No

If yes, state annual solid waste figures (kg or tonnes): _____

12. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

13. Does your company have an office recycling program in place?

☐ Yes ☐ No

If yes, which materials does your company recycle - **check only those that apply:**

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam

14. Describe any other initiatives that have significantly reduced waste from your operations. **Please limit answer to 200 words or less.**

15. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☐ Yes ☐ No

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM

ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

16. Indicate which environmentally preferable goods or services your company currently purchases - **check only those that apply:**

- ☐ Fair trade and/or organic beverages or other sustainable food items
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified, tree free)
- ☐ Non-toxic janitorial supplies (e.g., ECOLOGO, Green Seal certified)
- ☐ IT equipment (e.g., ECOLOGO, EPEAT Gold, EnergyStar qualified)
- ☐ Office products
- ☐ Printing services
- ☐ Promotional (marketing) items (e.g., corporate giveaways, prizes, employee recognition awards)
- ☐ Courier services
- ☐ Catering services
- ☐ Landscaping Services
- ☐ Other: (list)

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *Living Wage*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or registered and working towards becoming one? See definition of Living Wage below.

- ☐ Yes ☐ No

If yes, please state either:

- a) date of certification; OR
b) date by which you expect to become certified

2. Does your company provide employment and/or training opportunities for *persons with barriers to employment* (e.g., people with addictions, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *people with barriers* in Section 3 below.

- ☐ Yes ☐ No

If yes, describe the program including the name of the non-profit and/or government partners that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

☐ Yes ☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below)

☐ Yes ☐ No

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

b. Community contribution company (C3) (as defined in Section 3 below)

☐ Yes ☐ No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

☐ Yes ☐ No

If yes, state the name of the third party and date of certification or date of last review:

6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 200 words or less.**

SECTION 3: DEFINITIONS

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

"Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada)." See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a "Social Enterprise" for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A "person with barriers to employment" is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a "person with barriers to employment", the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment. Examples include, but may not be limited to, Access/BladeRunners, Potluck Café's *Recipes for Success Services*, and Coast Foundation's *Transition Employment Program* (TEP).

Community contribution company (C3):

The community contribution company ("C3") is a new hybrid corporate model launched in British Columbia (BC) to bridge the gap between for-profit businesses and non-profit enterprises. C3 status allows entrepreneurs in BC to pursue social goals through their businesses while still generating a profit and providing investment opportunities to like-minded investors.

C3's differ from a typical private company in that C3s are subject to an "asset lock," -- a strict cap on the dividends that can be paid out to shareholders, as well as a limit on the assets that shareholders are entitled to receive upon dissolution of the company. The bulk of a C3's profits must go towards the C3's community purposes (or be transferred to a qualified entity, such as a charity). The other major difference

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

is that C3s are subject to a higher degree of accountability. For example, C3's must have three directors, instead of just one, and are required to publish an annual "community contribution" report describing their activities. Both of these requirements are intended to help ensure the community purposes of the C3 are being properly fulfilled.

Refer to www.fin.gov.bc.ca/prs/ccs for more information.

Section 4: Fair Labour and Workplace Practices

1. Does your company know the location of 100 per cent of the factories/facilities that produce the product(s) being supplied?

Yes No
2. Are you willing to provide the City with a list of factory locations (City and Country at a minimum) for product(s) being supplied?
Yes No
3. Does your company have a documented Supplier Code of Conduct that sets internationally recognized minimum labour standards that you expect your suppliers to meet when manufacturing products produced and/or distributed by your company?

Yes No

If yes, please attach.

4. Which statement (choose one) most closely describes your company practices with respect to verifying compliance with your Supplier Code of Conduct:

☐ We include the Code of Conduct in our contract terms, but do not verify its implementation
☐ We rely on reports of audits conducted by other partners who work with this factory
☐ We conduct our own audits of our supply chain
☐ We hire a third party to conduct audits of the factories we work with

Please provide information backing up your answer:

5. Please describe what your company does when you discover that a factory or facility is not complying with the Supplier Code of Conduct?
6. Does your company require suppliers to be members of any organizations that work to promote fair and reasonable employment conditions for workers and/or promote transparency and data sharing? Yes/No. List which ones.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 5 - CITY OF VANCOUVER INSURANCE REQUIREMENTS



Appendix A

LIABILITY INSURANCE CERTIFICATE

Section 7 b) – City staff to select the required # of days Written Notice before sending out for completion
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

BUSINESS TRADE NAME OR DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following coverages:

- ✓ Personal Injury
- ✓ Employees as Additional Insureds
- ✓ Cross Liability or Severability of Interest of property
- ✓ Contingent Employer's Liability
- ✓ Blanket Contractual Liability
- ✓ Broad Form Products & Completed Operations
- ✓ Broad Form Property Damage Incl. Loss of Use
- ✓ Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- ☐ Sudden & Accidental Pollution Liability
- ☐ Host Liquor Liability
- ☐ Abuse/Molestation Coverage
- ☐ Advertising Liability
- ☐ Volunteers as Additional Insured
- ☐ Members as Additional Insured
- ☐ Injury to Participants
- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of support
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 12 months Completed Operations
- ☐ 24 months Completed Operations

INSURER: _____ POLICY NUMBER: _____

POLICY PERIOD: FROM: _____ To: _____

LIMITS OF LIABILITY (Bodily Injury and Property Damage Inclusive):

Per Occurrence \$ _____ Aggregate \$ _____

Deductible Per Occurrence \$ _____ All Risk Tenants' Legal Liability \$ _____

4. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

APV-47.

LIMITS OF LIABILITY:

Combined Single Limit: \$ _____

If vehicles are insured by ICBC, complete and provide Form

5. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

Limits of Liability (Bodily Injury and Property Damage Inclusive)

INSURER: _____ Per Occurrence \$ _____

POLICY NUMBER: _____ Aggregate \$ _____

POLICY PERIOD: From _____ to _____ Self-Insured Retention \$ _____

6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ANNEX 5 - CITY OF VANCOUVER INSURANCE REQUIREMENTS

7. **POLICY PROVISIONS**

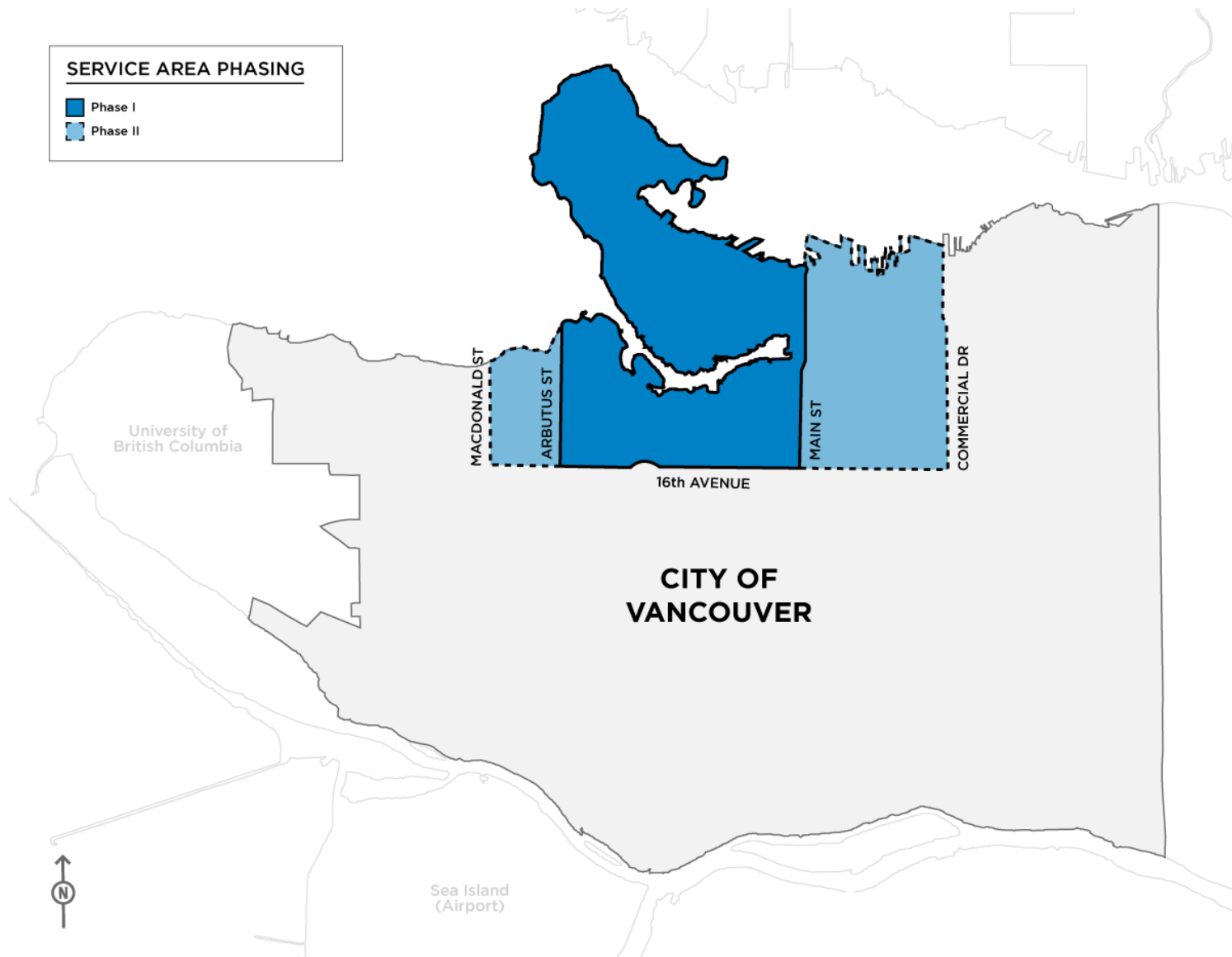
Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
- b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
- c) The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

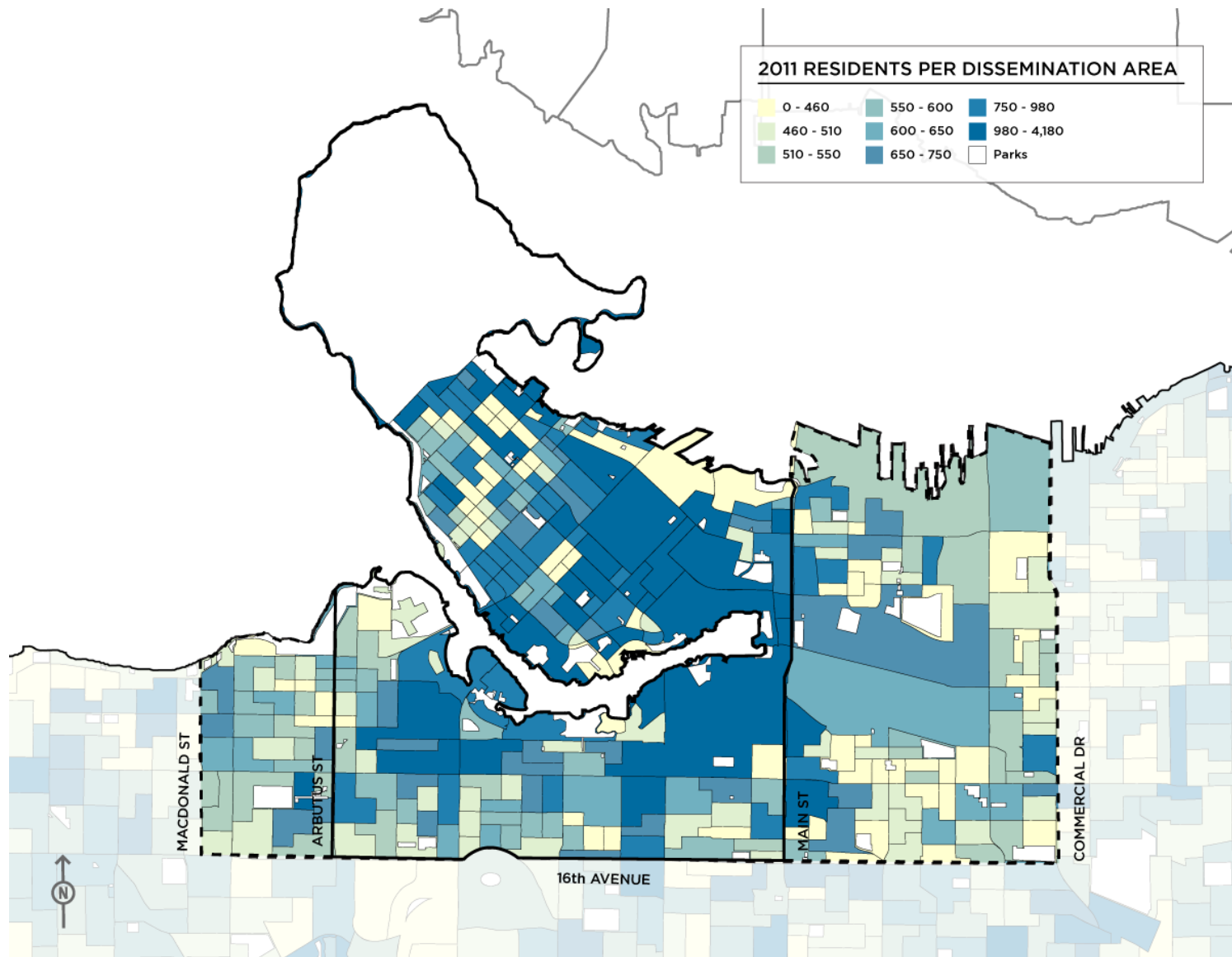
SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____ Date _____

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 1 - SCOPE OF SERVICE AREA



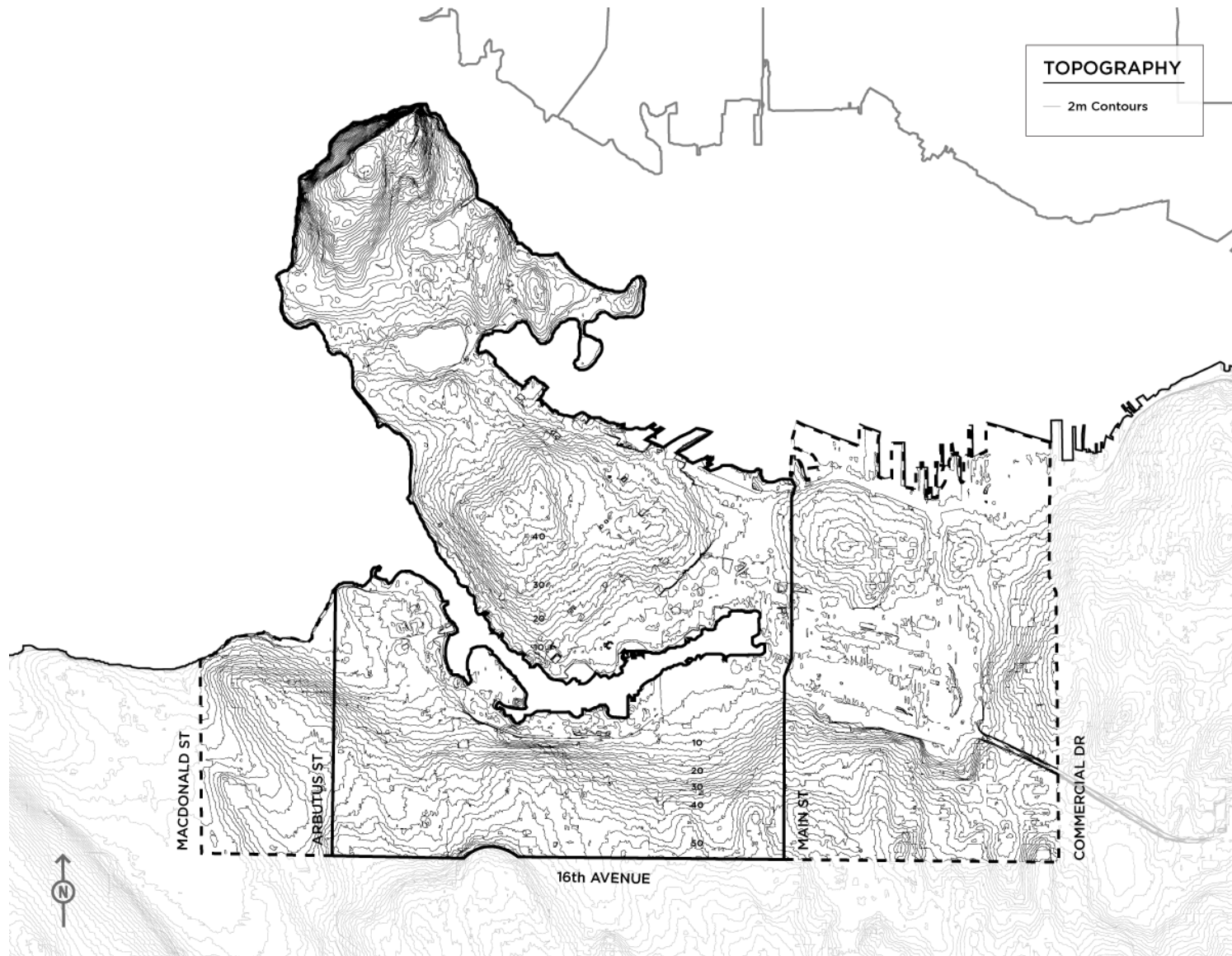
REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 2 - 2011 RESIDENTS PER DISSEMINATION AREA



Data retrieved June 30, 2015: <https://www12.statcan.gc.ca/census-recensement/2011/dp-pd/tbt-tt/Ap-eng.cfm?LANG=E&APATH=5&DETAIL=0&DIM=0&FL=A&FREE=0&GC=5915022&GID=0&GK=3&GRP=0&PID=101998&PRID=0&PTYPE=101955&S=0&SHOWALL=0&SUB=0&Temporal=2011&THEME=88&VID=0&VNAMEE=&VNAMEF=>

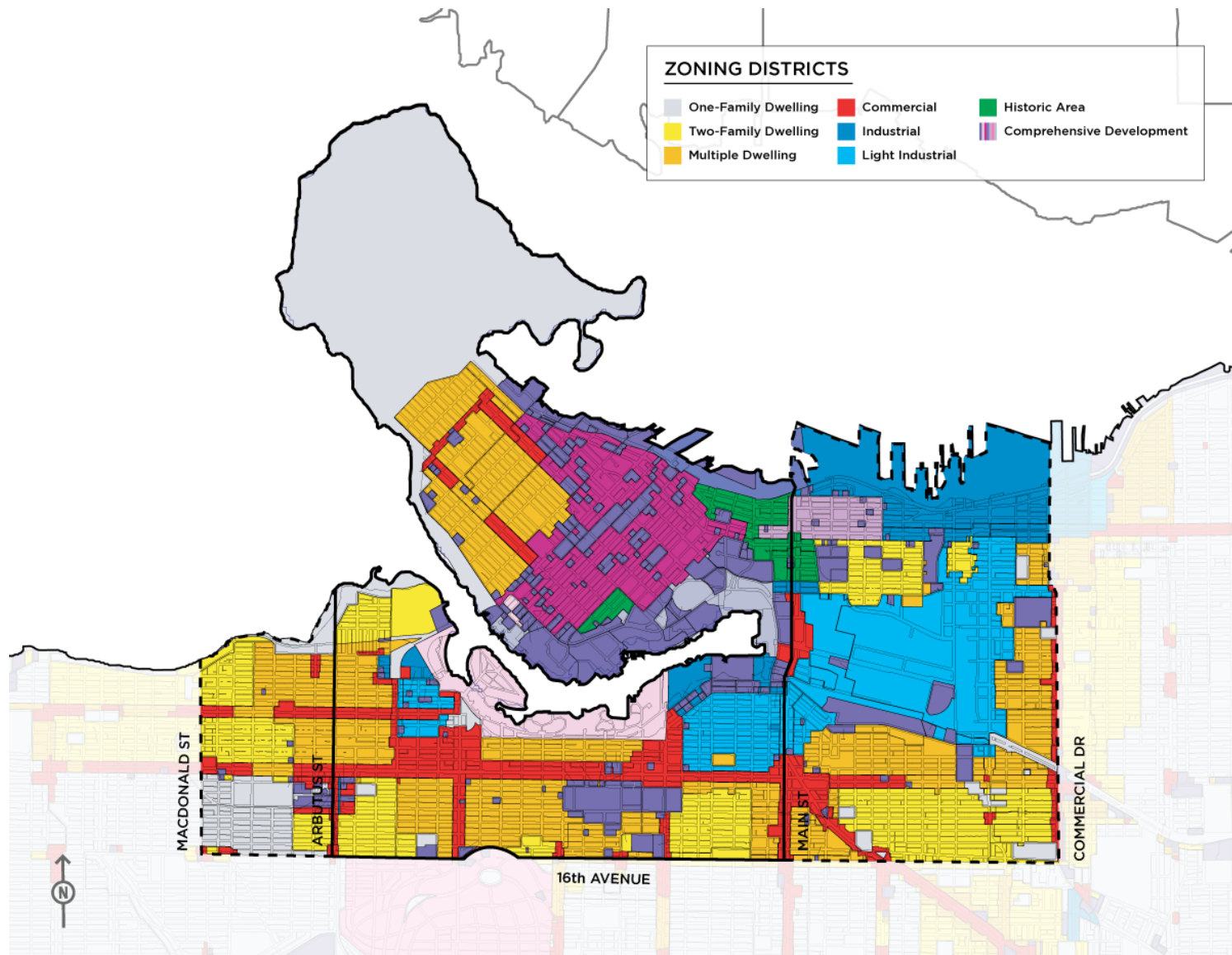
July 17, 2015

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 3 - TOPOGRAPHY



Data retrieved June 30, 2015: <http://data.vancouver.ca/datacatalogue/contour.htm>

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 4 - ZONING DISTRICTS

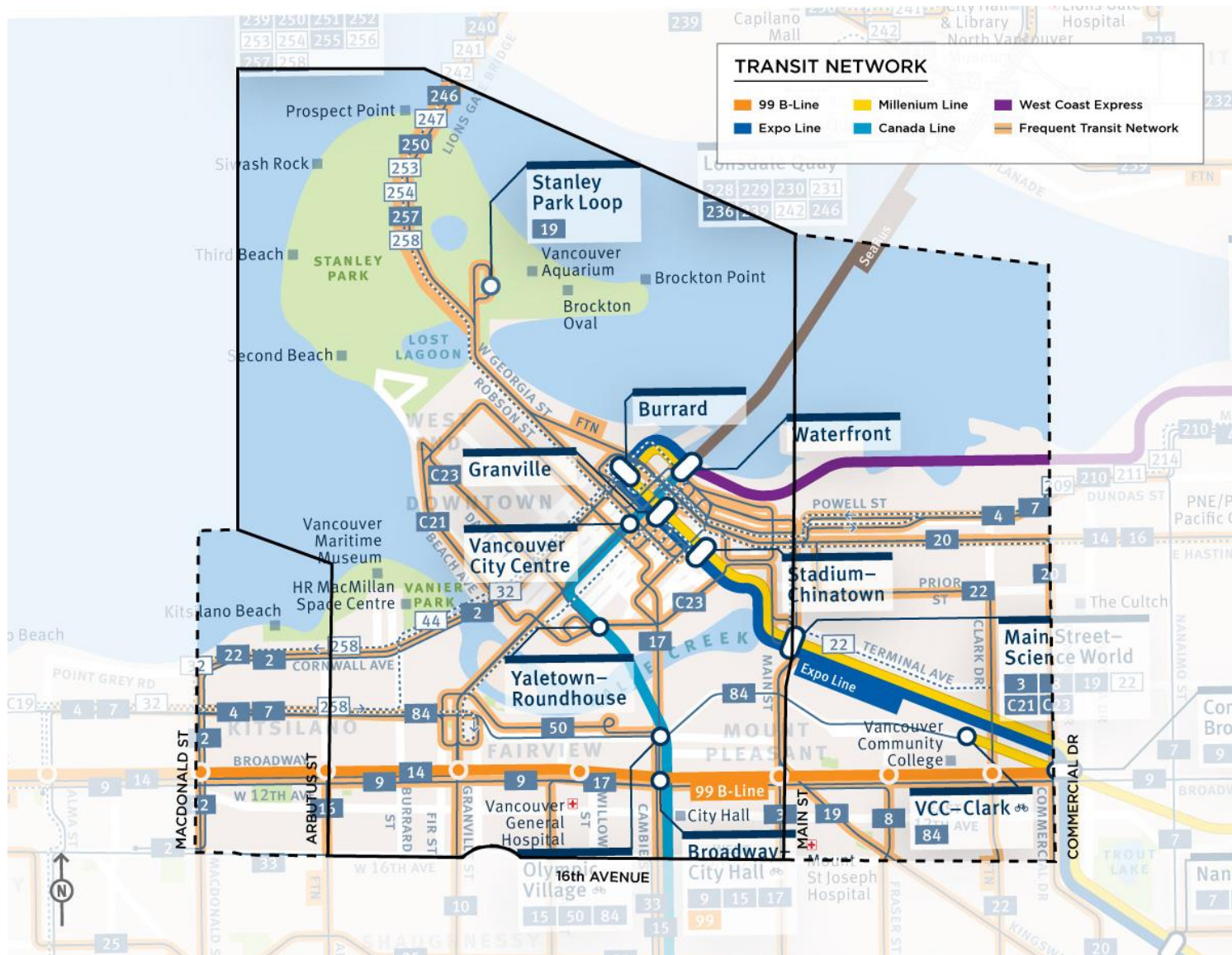


Data retrieved June 30, 2015: <http://vancouver.ca/home-property-development/map-of-zoning-districts.aspx>

Data retrieved June 30, 2015: <http://vancouver.ca/streets-transportation/cycling-routes-maps-and-trip-planner.aspx>

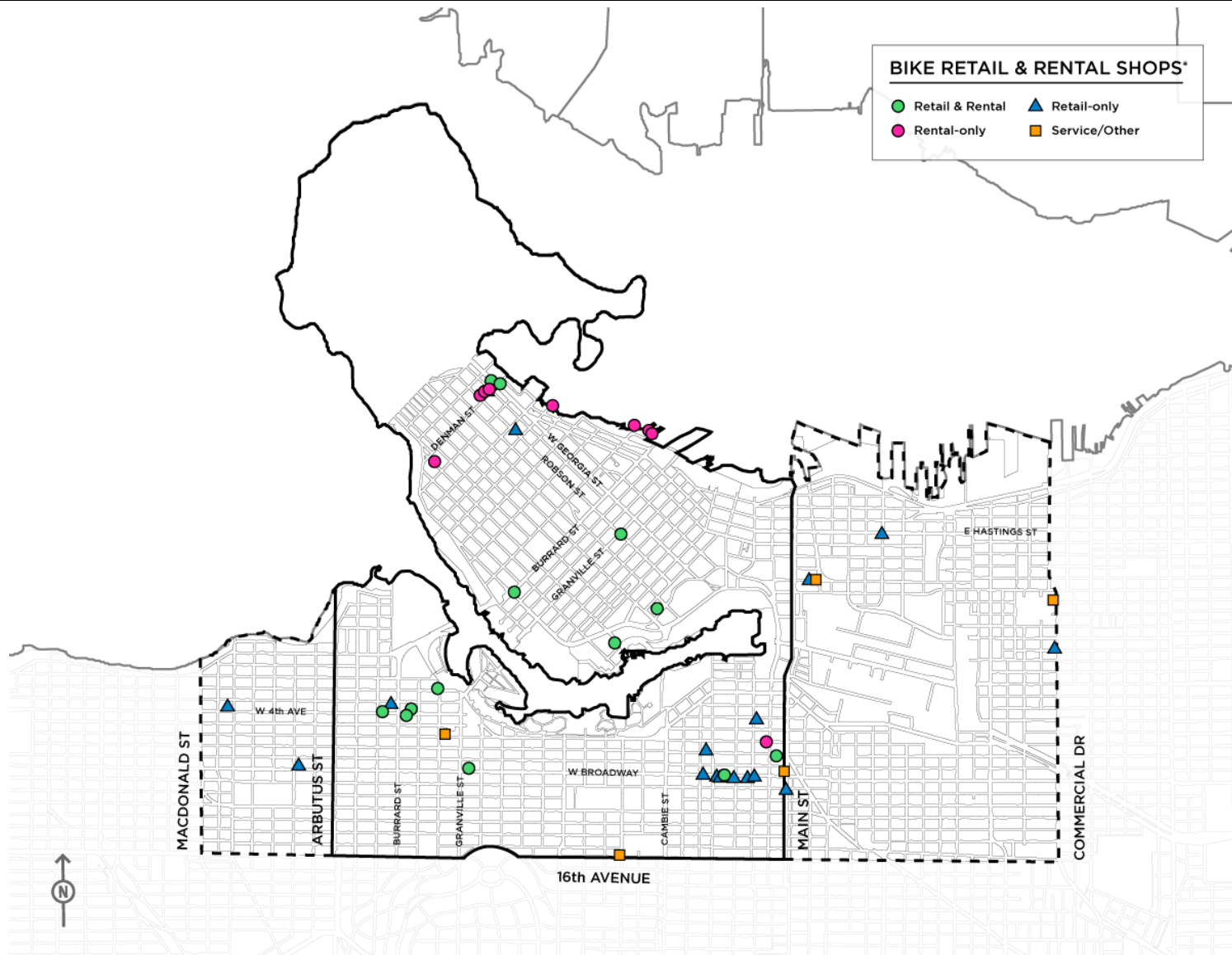


REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 6 - TRANSIT NETWORK



Data retrieved June 30, 2015: <http://www.translink.ca/en/Schedules-and-Maps/Transit-System-Maps.aspx>

REQUEST FOR PROPOSALS NO. PS2015XXXX
PUBLIC BICYCLE SYSTEM
ATTACHMENT 7 - BIKE RETAIL & RENTAL SHOPS



*Map displays approximate locations of bike retail and rental shops as of June 30, 2015 in order to convey clustering of shop locations. This map is not intended to be a comprehensive listing of all bike retail and rental shops, and as such Applicants are responsible for gathering their own location data.

ATTACHMENT 8

CITY COSTS FOR STATION SITING

For the purpose of preparing a pro forma statement, the following cost estimates related to Station siting should be used.

1. On-street locations

a. Metered spaces

Annual cost of 3200 times the existing hourly meter rate per space. Hourly meter rates are established by the City's Parking Meter Bylaw No. 2952 (<http://former.vancouver.ca/bylaws/2849c.pdf>). Note that for any given metered space, the full annual cost shall be assumed even if only a portion of the space is occupied by the PBS.

b. Non-metered spaces

Annual cost of \$213 per lineal metre of curb. This rate applies to typical non-metered parking, parallel to the curb.

2. Off-street locations

a. Sidewalk, plaza, etc.

Annual cost of \$250 per square metre for City-owned off-street locations.

3. Zoned lands

a. City owned zoned land

Apply \$250 per square metre off-street (e.g., sidewalk, plaza, etc.) rate.

b. Privately owned land

Market value.

4. Other related costs

a. Business License

Annual cost of \$2000.

b. Development Application for a Minor Amendment

Cost of \$274 + taxes for a Development Application to amend the approved use on a zoned property (e.g. changing use from approved vehicle parking spaces to PBS Station).

c. Street use permit and inspection

Street use permit and inspection would be required on all City property. Cost per Station on City land is \$174.91 + tax.

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 8 - CITY COSTS FOR STATION SITING

- i. If a concrete pad is required and installed by the Proponent, an additional inspection fee of \$57.50 + taxes per inspection applies. Each additional square metre or part thereof is \$5.22 + taxes.

d. Temporary Special Zone Permit

The Temporary Special Zone permit allows the reservation of parking spaces so they become unavailable to the public. These spaces may be used by the permit holder to park vehicles or to clear the street for temporary lane or street closure to accommodate installation or maintenance work including redistribution of Bicycles.

i. Metered spaces

1. *Between 7am - 6pm*: \$60 + full meter hourly rate per space for time used. If more than 4 parking metered spaces are required per site, an additional temporary signage fee of \$75 applies (i.e. total cost is \$60 + full meter hourly rate per space + \$75).
2. *Outside of 7am - 6pm (includes overnight hours)*: \$80 + full meter hourly rate per space for time used. If more than 4 parking metered spaces are required per site, an additional temporary signage fee of \$105 applies (i.e. total cost is \$80 + full meter hourly rate per space + \$105).

ii. Non-metered spaces

1. *Between 7am - 6pm*: \$75 per continuous zone.
2. *Outside of 7am - 6pm (includes overnight hours)*: \$105 per continuous zone.

e. Traffic control

The Proponent is responsible for costs and meeting traffic control requirements when installing or performing maintenance at Stations. Depending on location, traffic control may be required to comply with Ministry of Transportation standards, meet WorkSafe BC requirements, and follow City of Vancouver processes. The cost of traffic control is dependent on the site conditions and complexity of traffic control requirements (e.g. traffic management plans, traffic control persons, etc.).

f. Signage, Parking Meters and Street Furniture

Stations may impact existing signage, parking meters and street furniture. The Proponent is responsible for the cost of removing and/or relocating these items.

i. The following costs apply when Stations affect curbside signage:

1. Remove and relocate existing sign and post: \$200
2. Install new sign and post: \$175

ii. The following costs apply to Stations in metered parking spaces:

1. Remove meter head and post: \$60
2. Reduce twin head to single head: \$60

iii. The following relocation costs apply to existing street furniture:

**REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 8 - CITY COSTS FOR STATION SITING**

1. Standard bench: \$700
2. Litter can (regular): \$700
3. Litter can (solar powered): \$1050
4. Bike rack: \$500
5. Narrow map stand: \$2250
6. Large map stand/ad panel: \$4600
7. Newspaper multiple publication newsstand: \$1200

REQUEST FOR PROPOSALS NO. PS20150910
PUBLIC BICYCLE SYSTEM
ATTACHMENT 9 - CITY BY-LAWS RELATED TO PBS

ATTACHMENT 9

CITY BY-LAWS RELATED TO PBS

The following bylaws apply to a PBS within the City of Vancouver.

This is not a comprehensive listing. All City of Vancouver bylaws are available at the following link:
http://app.vancouver.ca/bylaw_net/Default.aspx

1. Zoning & Development By-law

- <http://vancouver.ca/your-government/zoning-development-bylaw.aspx>

2. Sign By-law

- <http://vancouver.ca/your-government/sign-bylaw.aspx>

3. Building By-law

- <http://former.vancouver.ca/blStorage/10908.PDF>

4. License By-law

- <http://former.vancouver.ca/bylaws/4450c.PDF>

5. City Land Regulation By-law

- <http://former.vancouver.ca/bylaws/8735c.PDF>

6. Street Vending By-law

- <http://former.vancouver.ca/bylaws/10868c.PDF>

7. Vehicles For Hire By-law

- <http://former.vancouver.ca/bylaws/6066c.PDF>