



REQUEST FOR PROPOSAL (RFP)

Electric-Assist Bike Share Pilot

Reference No. 3/12/2019

Important Dates & Times:

Issue Date	March 12, 2019
Deadline for Enquiries	April 4, 2019
Closing Date	April 9, 2019
Closing Time	4:00 PM Local Time

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1.0 INTRODUCTION

The City of North Vancouver is requesting responses to this Request for Proposal for an **Electric-Assisted Bike Share Pilot** Program. The City of North Vancouver in conjunction with the District of North Vancouver and the District of West Vancouver is seeking to select a **Proponent** to provide **Electric-Assist Bike share** program, available for **Customers** to rent on the **North Shore**, for a **Pilot** period of approximately 12 months. Estimated launch of the **Pilot** is approximately June 2019.

1.1 All enquiries regarding this Request for Proposal must be directed to:

Ms. Sabine Zander, Purchasing Manager
Finance Department
City of North Vancouver
141 West 14th Street
North Vancouver, BC V7M 1H9

Phone: 604-983-7392
Email: szander@cnv.org

2.0 DEFINITIONS

Terminology such as, “must”, “shall”, “should”, or “may” identify the criticality of requirement. The terms “**must**”, and “**shall**”, are **mandatory** terms **must** be met in order for a proposal to receive consideration. “**Should**” and “**may**” identify **preferred** requirements and are desirable, but if not included in your Proposal submission, may affect the overall rating of the Proposal.

In this RFP the following definitions Apply:

“**Active Fleet**” means all **E-bikes** that are publically available to rent.

“**Agreement**” means the **Agreement** formed between the **Municipalities** and the selected **Operator** as resulting from this Request for Proposals, executed by the **Municipalities** and the **Operator** and evidenced by the contract documents.

“**App (or mobile Application)**” means the **Operator**’s piece of software for a **Customer**’s phone that is used to connect to the **Operator**’s **Bike share** program system. All communications delivered through the **App** as per the **Municipalities**’ wishes will need to be included in any other software or communications technology that is used to unlock shared **E-bike** associated with the **Bike share** program.

“**Bike share**” means a system of **E-bikes** placed in the public right-of-way in a defined **Service Area**, available for **Customers** to rent.

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“**Broken E-bike**” means an **E-bike** that is no longer reasonably safe to operate on public roadways, fails to meet standards of their **E-bike** specifications section of the requirements or is unable to be unlocked.

“**Customer**” means person or corporation that rents an **E-bike** from the **Operator** for any amount of time within the lands of the **Municipalities**.

“**E-bike**” (or **electric-assist pedal bike**) means a motor-assisted **E-bike** as defined in the B.C. Motor Assisted Cycle Regulations (B.C. Reg. 151/2002).

“**Equipment**” means the **E-bikes** and all their components, and the mobile **Application**.

“**Geo-fencing**” (or **Geo-fence**) means a virtual geographic boundary, defined by the Global Positioning System (GPS), enabling software to trigger a response when an **E-bike** enters or leaves a specific location.

“**Haven**” means a portion of Municipal right-of-way or private property designated for the parking of **E-bikes**.

“**Incident**” is an event involving a crash, reported near-miss, vandalism, theft, and/or police action.

“**Joint Coordinator**” means a single point of contact for the **Operator**, a municipality employee representing the **Municipalities**.

“**Main Season**” means April 1 through October 31.

“**Maximum Fleet Size**” means the highest total number of **E-bike** the **Operator** may have in operation, excluding any **E-bike** out of operation for maintenance or storage.

“**Minimum Fleet Size**” means the lowest total number of **E-bike** the **Operator** may have in operation, excluding any **E-bike** out of operation for maintenance or storage.

“**Municipalities**” means the municipal corporations of the City of North Vancouver, District of North Vancouver and District of West Vancouver or the area contained within the three municipal boundaries as the context requires.

“**North Shore**” is the term commonly used to refer to the **Municipalities** located north of Burrard Inlet and comprised of the City of North Vancouver, District of North Vancouver and District of West Vancouver.

“**Operator**” means a person or corporation that owns, operates and maintains a **Bike share** program. All references in this RFP refer to the **Operator** that is selected to **Operator Bike share** on the **North Shore**.

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“**Personal Information**” means recorded information about an identifiable individual (definition sourced from *FIPPA* RSBC 1996 c. 165).

“**Pilot**” means approximate one-year experiment (12 months), conducted in order to evaluate feasibility, time, cost, impacts to improve upon the service, estimated to start June 2019.

“**Proponent**” means a person or corporation that submits a proposal for consideration by the **Municipalities** to operate pursuant to the **Pilot**.

“**Service Area**” means the geographic area where **Customers** will be allowed to start or end a **Trip** at a **Haven**. This describes the general area where the **Municipalities** and the **Operator** may seek new spaces for **Havens** throughout the **Pilot** term.

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

“**Trip**” means the action of a **Customer** renting an **E-bike** by unlocking (**Trip start**), travelling during that period (**Trip time**) and ending the rental in its final parking location (**Trip end**).

“**Winter Season**” means November 1 through March 31.

3.0 REQUIREMENTS AND SCOPE OF SERVICES

3.1 Purpose

This Request for Proposals (“RFP”) is issued by the City of North Vancouver as the lead agency on behalf of the City of North Vancouver (“City”), the District of North Vancouver (“DNV”) and the District of West Vancouver (“DWV”), collectively referred to herein as the “**Municipalities**”, and is intended for the **Municipalities** to select a **Proponent** to provide a **Bike share** system available for **Customer** rental on the **North Shore** for a term of approximately 12 months.

4.0 INSTRUCTIONS, TERMS AND CONDITIONS

The following terms and conditions will apply to this Request for Proposal. Submission of a Proposal indicates acceptance of all the terms that follow and that are included in any addenda issued by the City.

4.1 Responses **must** be received on or before:

4:00PM (Local Time) Tuesday, April 9, 2019.

The City prefers electronic submission of responses. Submissions should be in the form of a single PDF file.

Submissions are to be uploaded through Sendit, the City’s file transfer service accessed at website: <https://sendit.cnv.org/envelope/Purchasing>

1. In the “Competition Title” field enter: “**Electric Assist Bike Share Pilot**”
2. Attach the file in .PDF format and Send (ensure you receive an email confirmation from Sendit to confirm upload is complete)

Submissions **shall** be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party’s network or email program, and the City will not be liable for any damages associated with Quotations not received.

If there is no ability to submit electronically a paper copy of the response may be submitted, on or before the closing time to: Ms. Sabine Zander Purchasing Manager, City of North Vancouver, 141 West 14th Street, North Vancouver, BC V7M 1H9.

4.2 Proposals received after the closing time will be returned unopened. Faxed and emailed proposals, or amendments to proposals, will **not** be accepted.

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- 4.3 Proposals should be executed by an authorized signatory of the **Proponent** utilizing the **Proponent** Commitment contained in Section 6 of this RFP.
- 4.4 All Proposals and subsequent information or material received **shall** become the property of the City and will not be returned. The Proposals will be held in confidence by the City subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 4.5 Proposals may be withdrawn by written request only, to the Purchasing Manager at any time prior to the scheduled closing time.
- 4.6 Proposals may be withdrawn or revoked at any time.
- 4.7 Prior to the date for submission of proposals, **Proponents** should not contact any other representative of the City regarding this Request for Proposal, other than the representative identified in Section 1.1, without that representative's permission. Unauthorized contact with any City representatives, including members of City Council, may be cause for the rejection of the **Proponent's** proposal.
- 4.8 **Proponents** are cautioned to carefully read and follow the procedures, terms and conditions required by this Request for Proposal, as any deviation, omission, as well as any inaccuracies or misstatements may be cause for rejection. However the City reserves the right, at its sole discretion, to waive minor irregularities and defects in a proposal, and proceed with that respondent.
- 4.9 The City is under no obligation to award a contract as a result of this Request for Proposal and reserves the right to terminate this Request for Proposal process for any reason, at any time. The City may then do nothing, retender, sole source or complete the work with the City's own forces.
- 4.10 Except as expressly and specifically permitted in these instructions to bidders, no **Proponent shall** have any claim for any compensation of any kind whatsoever, relating to this Request for Proposal including accepting a non-compliant bid, and by submitting a proposal, each **Proponent shall** be deemed to have agreed that it has no claim.
- 4.11 This Request for Proposal and the successful **Proponent's** response will form part of any contract entered into.
- 4.12 Any information acquired about the City by a **Proponent** during this process **must** not be disclosed unless authorized by the City, and this obligation will survive the termination of the Request for Proposal process.

- 4.13 The **Proponent**, including all firm, corporation or individual members of a **Proponent**, will promptly disclose to the City any potential conflict of interest and existing business relationships they may have with the City or evaluation committee. The City reserves the right to disqualify any **Proponent** that in its opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future.
- 4.14 All amendments or further Information will be published at the BC Bid website. It is the responsibility of the **Proponent** to monitor this web site to check for updates. The deadline for enquires, questions or requests is April 4, 2019.
- 4.15 Any dispute arising from this Request for Proposal, or subsequent **Agreement**, will be resolved according to the laws of the Province of British Columbia.
- 4.16 Sustainability: Declarations of Environmental or Social violations are part of the City's sustainable purchasing policy. **Proponents** should complete, sign and include with their submission the **Proponent** commitment found in Section 6.0. Failure to submit a signed **Proponent** commitment may result in the Proposal being rejected without further consideration.
- 4.17 **Proponents** are expected to be aware of the requirements of the City's Supplier Code of Conduct and to comply. The code of conduct is part of the City's Sustainability Policy see Appendix B here:
<http://www.cnv.org/~media/3E33B3B38B1D45C0A9BF56171C5EEABB.ashx>

5.0 CONTRACT

The successful **Proponent** will be required to enter into the Service **Agreement** (see Appendix 1).

Submission of a Proposal indicates acceptance of all the terms of the **Agreement** unless specifically noted in a statement of non-compliance.

6.0 PROPONENT COMMITMENT

This commitment to be signed and received with the proposal at the office of the Purchasing Manager:

City of North Vancouver
Finance Department
141 West 14th Street
North Vancouver, B.C.
V7M 1H9

Attn: Sabine Zander, Purchasing Manager

No later than the closing date and time indicated in Section 4.1

Sustainability Policy

City of North Vancouver sustainable purchasing policy requires that each **Proponent** declare if they have been found by a recognized regulatory body or adjudication body to be in violation of any of the following Environmental or Social standards, laws, and regulations within the past three years.

By submitting a proposal each **Proponent** declares that there has been no violation other than that set out in the table below.

Environmental

The City of North Vancouver expects that each **Proponent** has and will comply with any Applicable legislation pertaining to the environment. In Canada these include: *Canadian Environmental Protection Act, 1999 (Canada)*, *Fisheries Act (Canada)*, *Transportation of Dangerous Goods Act (Canada/BC)*, *Environmental Management Act (BC)*, *GVS&DD Municipal Solid Waste and Recyclable Material Bylaw No. 181*, *GVRD Air Quality Management Bylaw No. 937* and *GVS&DD Sewer Use Bylaw No. 164*.

Social

The City of North Vancouver expects that each **Proponent** has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any **Applicable** legislation pertaining to the work place safety, employment and human rights. In Canada these include: the Corruption of Foreign Public Officials Act (Canada), Human Rights Act (BC), the Employment Standards Act (BC) and the Workers' Compensation Act (BC).

This section to be completed by **Proponent**:

Commitment

The **Proponent** declares that the signing officer (below) or any person who currently holds or has, at any time within the past three years, held the following positions or titles with the **Proponent**: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over the **Proponent**, of a violation, within the past three (3) years, under the legislation applicable to the **Proponent**, other than those set out in the table below

Title of act or Bylaw	Date of violation and regulatory/adjudication body	Description of violation or conviction	Regulatory/Adjudication body document file number

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The Proponent having carefully examined and read the RFP, including all amendments and addenda hereby acknowledges that it agrees and has understood all of the foregoing and in response hereby submits the enclosed proposal.

Company Name _____

Company Address _____

Postal Code _____ Phone Number _____

Signature of Signing Officer _____

Name of Signing Officer _____

Title of Signing Officer _____

Email of Signing Officer _____

Date _____

7.0 BACKGROUND

The City of North Vancouver, District of North Vancouver and District of West Vancouver (**Municipalities**) plan to launch an electric-assist bike (E-bike) share **Pilot** in spring/summer 2019. The **Municipalities** are seeking an **Operator** that is able to provide a high quality, equitable and innovative service that is an asset to our community and high quality of life, allowing people more options for travelling in and around the **North Shore**.

The **Municipalities** prefer to select one **Bike share** program company (**Operator**) to use the public right-of-way to provide dockless services. The **Municipalities** will provide a single point of contact, a **Joint Coordinator** to work directly with the **Operator**.

8.0 SPECIFICATIONS

8.1 General

The Municipalities are seeking an Operator to provide:

- 8.1.1 Electric-Assist Pedal Bikes, with an initial **Active Fleet** size of Approximately 200 bikes dedicated for the **North Shore**.
- 8.1.2 Services for **E-bike** rental and **Customer** sign-up that are available to the public 24 hours per day, 7 days per week, including holidays.
- 8.1.3 **Operator** to comply with all applicable federal, provincial and municipal laws. The **Operator** would be responsible to conduct their own due diligence, including reviewing all relevant legislation. The **Operator** would be encouraged to seek legal advice prior to commencing operation of the **Bike share** Program
- 8.1.4 Data shared with the **Municipalities** regarding **Customer** usage, **Trip** details, and other operational and maintenance details.
- 8.1.5 A system that incurs no financial cost to the **Municipalities**
- 8.1.6 A proposed, nonrefundable **Pilot** fee of \$55,000 and Performance Bond of \$10,000 paid to the **Municipalities** within 15 days of contract signing.
- 8.1.7 At least one (1) free membership account to each of the **Municipalities** and one (1) free membership account for the programs **Joint Coordinator**
- 8.1.8 Service for Approximately 12 month, one (1) year period. After the **Pilot** period, the **Municipalities** may extend the service, or allow other **Operators** to enter the market. All decisions, including any extension of service **shall** be at the sole discretion of the **Municipalities**.

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8.1.9 Proposed **Service Area** for the **Bike share** to include parts of the City of North Vancouver, the District of North Vancouver, and the District of West Vancouver.

The **Service Area** should consider alignment with existing and planned bicycle infrastructure, support for high-density **Trip** start and destination areas, and support for connections to transit service.

Include the following locations at minimum:

City of North Vancouver

- Lonsdale Quay
- Lower Lonsdale Business Improvement Association
- Lions Gate Hospital
- Civic Plaza
- Park and Tilford Shopping Centre
- Harbourside area
- Spirit Trail

District of North Vancouver

- Edgemont Village
- Lynn Valley Town Centre
- Lions Gate Village
- Capilano University
- Lynn Creek Town Centre

District of West Vancouver

- Spirit Trail
- Park Royal Shopping Centre
- Ambleside Town Centre
- West Vancouver Community Centre
- Dunderave Village

8.2 E-bike Specifications

8.2.1 All **E-bikes** in the fleet **shall** be electric-assist pedal bikes.

8.2.2 **E-bikes** to comply with all applicable laws, including but not limited to the BC Motor Assisted Cycle Regulation (B.C. Reg. 151/2001). In particular, all **E-bikes** should comply with BC Provincial legislation regarding the speed limit of 32km/h on level ground without pedaling. It is preferred that the **E-bikes** include the following features:

- (a) Adjustable seat posts;
- (b) Tires suitable for the **North Shore** climate;
- (c) Front and rear fenders;
- (d) Cargo basket;
- (e) Kickstand that can keep the bike upright when it is windy;
- (f) Bell, horn or other audible sound-making device;
- (g) At least three gear speeds;
- (h) Reflective decals for the **E-bike** and both tires, including a rear red reflector;
- (i) Lights on the front and back that turn on automatically and stay on while in operation. The lights **must** conform to all **Applicable BC** laws, including the requirement for a front white headlight and a rear red light;
- (j) Brakes that comply with B.C. Reg. 151/2002 s.5;
- (k) Each **E-bike shall** have a unique identifier number that is displayed and visible to the **Customer** on the **E-bike**;
- (l) Each **E-bike shall** have a contact phone number for the **Bike share Operator** that is clearly displayed and visible on all **E-bike**;
- (m) Battery level indicator at least shown in the **Mobile Application**, and preferably also on the **E-bike** itself;
- (n) Active location tracking component capable of providing real-time location data of the **E-bike**, even when it's not in use; and
- (o) Batteries that are able to function in all typical **North Shore** temperatures and weather conditions.

- 8.2.3 Third-party advertising sponsorship, or sponsored content is not permitted anywhere on the **E-bike**.
- 8.2.4 The **Proponent** acknowledges that the **Municipalities** retain, at their sole discretion, the right to allow third-party advertising, sponsorship, or sponsored content within the designated **Havens**.
- 8.3 Operations and Maintenance Requirements**
- 8.3.1 The **Operator shall** operate 24 hours a day, 7 days a week, including holidays.
- 8.3.2 The suggested **Active Fleet Size** at launch is 200 **E-bikes**. Increases to the fleet will be considered quarterly if the **Operator** meets the Key Performance Indicators defined in Section 9.3.2. Fleet size increases **must** be Approved in writing by the **Municipalities**.
- 8.3.3 The **Operator** should include in their Operations Plan a rationale for minimum and maximum number of **E-bikes** for deployment over the course of the **Pilot**, and proposed phasing strategy for increases to fleet size. Proposed fleet size strategy may include a **Winter Season**.
- 8.3.4 The proposed fleet size and phasing strategy should match a target ridership of approximately two (2) rides per bike per day.
- 8.3.5 The **Operator** should have staffed operations centre located on the **North Shore** within 60 days of **Bike share** launch. The purpose of the operations centre is to facilitate efficient **E-bike** maintenance, **Rebalancing**, collection and retrieval.
- 8.3.6 The **Operator** should have a 24-hour staffed crew available to respond to issues promptly upon notification.
- 8.3.7 The **Operator shall** provide a 24-hr **Customer** service phone number and email address for **Customers**, members of the public, and other parties to report safety concerns, complaints, ask questions or request a bike to be relocated seven (7) days a week, including holidays.
- 8.3.8 The **Operator** should maintain a sufficient supply of spare parts for **E-bikes** locally.
- 8.3.9 The **Operator shall** provide ongoing **Equipment** inspection, maintenance and cleaning including annual overhaul of all **Equipment**. Work to be in compliance with manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair and replacement of all **Equipment**.
- 8.3.10 The **Operator** should maintain accurate and up to date inventory of all **Equipment** including serial numbers.

- 8.3.11 The **Operator** to display the company's name, logo, and 24-hour contact information in a clearly visible location on every **E-bike**.
- 8.3.12 The **Operator shall** have visible notification on every **E-bike**, on their **App**, and on the website, that requires **Customers** to follow all relevant laws including Federal, Provincial and municipal bylaws.
- 8.3.13 The **Operator** should ensure sufficient supply of **E-bikes** to meet demand across the **Service Area** through **Rebalancing**.
- 8.3.14 The **Operator** to provide the permit issuers with a direct contact for staff that are responsible for **Rebalancing E-bikes**.

8.4 **Parking Requirements**

- 8.4.1 The **Operator** is responsible for informing **Customers** on how to park an **E-bike** properly within designated **Havens** within the **Service Area**.
- 8.4.2 All **Trips must** be ended within a designated **Haven**, unless otherwise specified by the **Municipalities** in writing.
- 8.4.3 The **Operator** will work with the **Municipalities** to identify locations for **Havens** on municipal land that meet the following criteria:
- (a) Located in activity centres or near bus stops on the Frequent Transit Network;
 - (b) Located in areas with relatively high volumes of pedestrian traffic;
 - (c) Located on or near the **Municipalities'** bicycle network;
 - (d) Easy to find and use at any time of the year;
 - (e) Located in an area with good lighting;
 - (f) Not block any important streetscape elements (including bus stops, hydrants, loading areas, parklets, patios).
- 8.4.4 The **Operator** will work with the **Municipalities** to provide a range of sizes for **Havens** appropriate to where they are located.
- 8.4.5 The **Operator must Geo-fence** designated **Havens**, no riding zones, or other locations at the request of the **Municipalities**. The **Operator** will be responsible for marking these areas appropriately on their **App** within 24 hours' notice and ensuring **Customers** are informed on how to operate in these areas.

- 8.4.6 The **Operator** will work with the **Municipalities** on a community engagement process to communicate proposed locations of **Havens**.
- 8.4.7 The **Operator** will not be authorized to park **E-bikes** on property other than Municipal owned property. It is expected that the **Operator** will seek and maintain **Agreements** for any proposed bike **Havens** located on private land.
- Prior to implementation, the **Municipalities** will review and approve these locations.
- 8.4.8 The **Operator** will confirm whether proposed locations for bike **Havens** on private land are permissible under zoning or current bylaws.
- 8.4.9 The **Operator should** charge **Customers** an extra fee when **Customers** end their **Trip** outside of a designated **Haven**.
- 8.4.10 **Customers shall** only end their **Trips** on private land if secured in a designated **Haven**.
- 8.4.11 All parked **E-bikes should** remain in an upright position with both wheels in contact with the ground.
- 8.4.12 Preference for GPS and **Geo-fencing** technology to be accurate within 5 meters.

8.5 Education and Encouragement Requirements

- 8.5.1 The **Operator** is responsible for informing **Customers** on how to use its services, how to operate and park its **E-bike** legally and in compliance with any requirements set out in these specifications.
- 8.5.2 The **Operator** is responsible for informing all **Customers** about the Province of British Columbia's **mandatory** helmet law.
- 8.5.3 The **Operator shall** instruct **Customers** how to report safety issues, parking and maintenance concerns. These should be reported directly to the **Operator**.
- 8.5.4 The **Operator shall** create and maintain a tri-municipal website and/or social media platform that clearly states the terms of service, including user instructions, privacy policies and all rental fees and costs. This should be free of advertising unless otherwise agreed upon, in writing, by the municipalities.
- 8.5.5 The **Operator shall** forward periodic updates to users as per information prescribed by the **Municipalities**.

- 8.5.6 The **Operator shall** provide through their **Bike share** service a minimum of one helmet per **E-bike** deployed. All helmets **must** meet all applicable safety standards in the Province of British Columbia.
- 8.5.7 The **Operator shall** collaborate with the **Municipalities** and participate in outreach, education and other equity programming designed to improve knowledge of and access to mobility and recreation options on the **North Shore**.
- 8.5.8 It is encouraged that the **Operator** develops and implements a media campaign in advance of the system launch and during the initial weeks or months of the system roll-out.
- 8.5.9 The **Operator shall** publish, distribute, and provide for the **Municipalities'** use a one-page (or equivalent) marketing, education and safety document in English, Farsi and Mandarin (written: Simplified Chinese) covering the following information to the **Municipalities** satisfaction:
- (a) The concept and basics of **E-bike** sharing;
 - (b) The **Operator's** own service model;
 - (c) The pricing policies the vendor offers; and
 - (d) All rental methods, including the low-barrier rental method the vendor offers.

8.6 **Compliance and Rights of Removal**

- 8.6.1 The **Operator** would be responsible to respond to pedestrian obstructions and safety concerns as soon as possible, as outlined in Schedule A, from when they are notified of an issue. The **Municipalities** will monitor citizen feedback, review on-going **Operator** data requirements, and perform field audits as necessary to ensure **Operator** remains in compliance of all conditions
- 8.6.2 The **Municipalities** may remove or re-park any **E-bike** parked in violation of the requirements specified or other municipal bylaws at any time. The **Municipalities** will deduct from the **Operators** performance bond for any fees, resources and staff time plus 15% related to the removal of the **E-bike**. See Schedule A for timeframes associated with each action.
- 8.6.3 Should the **Operator** fail to comply with requirements, the **Municipalities** may cancel. The **Municipalities** will provide 30 day notification of cancellation and the **Operator must** remove its entire fleet from the **North Shore's** streets, parks and pathways within the 30 days of notice. If the **Operator** is non compliant, the **Municipalities** will remove the **Operator's** fleet from the public right-of-way and the **Operator** will forfeit the remaining performance bond.

- 8.6.4 The **Municipalities** may impound **E-bike** taken from prohibited locations. **Operators** may retrieve them for a charge of \$50 per bike, plus \$1 per day for storage. If the **Operator** fails to retrieve the **E-bike** after 30 days, the **Municipalities** will recycle the vehicles, and charge any costs incurred in recycling to the **Operator's** performance bond.
- 8.6.5 **Operators** are required to remedy any **E-bikes** parked in violation of Section 8.4 or other municipal bylaws and **must** be re-parked in a correct manner or removed by the **Operator** in accordance with Schedule A requirements. If timeframes specified in Schedule A are not met, the **Municipalities** may take corrective action and deduct fees specified in Section 10 from the performance bond.
- 8.6.6 Importantly, in case of emergency or immediate threat to public safety, **Municipalities** may take any action as deemed necessary to remove the emergency or threat.
- 8.6.7 If hazard or lack of legal access prevent an **Operator** from responding within the times required the **Operator shall**:
- (a) Remove the **E-bike** at the next reasonable opportunity;
 - (b) Bear the removal costs, including reimbursement for municipal costs; and
 - (c) Disclose the irretrievable **E-bike** to the **Joint Coordinator** if the **Operator** cannot safely and legally remove the **E-bike**.

8.7 **Mobile Application Functionality Specifications**

- 8.7.1 The **Operator shall** have a **Mobile App** that is a simple, user-friendly interface and payment system.
- 8.7.2 **Operators shall** obtain from **Customer** affirmation that:
- (a) The **Customer** possess a helmet, and acknowledge that they are required by Provincial law to wear a helmet while riding an **E-bike**;
 - (b) The **Customer** will follow all Applicable traffic laws;
 - (c) The **Customer** will yield to pedestrians on paths, trails and at all crossings.
- 8.7.3 The **APP shall** include easily accessible Frequently Asked Questions (FAQ) section, pricing, retail information, and user support function. Educational

Elements should include safety, riding and parking responsibility and instruction on how to use the system.

- 8.7.4 Preference will be given to a **Bike share** program that incorporates the capability to integrate payment systems, access systems and/or use interfaces with other regional mobility systems, including (but not limited to) TransLink's Compass Card system.

8.8 EQUITY REQUIREMENTS

- 8.8.1 The **Operator** should implement a reduced fare program element. Preference will be given to a **Proponent** that charges no more than \$2 per hour for the reduced fare program. The **Operator shall** bear any costs association with a **Customer's** use of the reduced-fare payment method.
- 8.8.2 Preference is given to an **Operator** that provides at least one low-barrier rental method for people with no smartphone, bank account, and/or credit card.
- 8.8.3 The **Operator shall** include a description in their Equity Plan regarding how residents will qualify for the program. At minimum this should include residents who qualify for the BC Bus Pass Program and BC Housing Rental Assistance Program. Preference will be given to a far-reaching and inclusive qualification process that accepts referral letters from **North Shore** social services agencies.
- 8.8.4 Indicate the languages in which their **App** is available. Preference for the top three languages common on the **North Shore**: English, Farsi, and Mandarin (written: Simplified Chinese).
- 8.8.5 The **Operator should** describe in their Equity Plan how they will ensure that Ensure that the **Bike Share** program system is affordable, accessible, equitably managed, and serves the diverse communities on the **North Shore**.

8.9 USER PROTECTIONS

- 8.9.1 The **Operator must** review and remain compliant with the *Freedom of Information and Protection of Privacy Act (FIPPA, RSBC, 1996 c 165)*, which **Applies** to service providers for **Municipalities**, throughout the entire length of the **Pilot**.
- 8.9.2 The **Operator must** employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

- 8.9.3 All data collected **must** be stored in and remain within Canada at all times (including data back-ups).
- 8.9.4 The **Operator must** provide a privacy policy that safeguards **Customers'** personal, financial, and travel information and usage including, but not limited to, **Trip** origin and destination data. The **Operator shall** agree to make its policies, procedures and practices regarding data security available to the **Municipalities**, upon request, and further agrees that the **Municipalities** reserves the right to hire a third party to perform a security audit at any time during the **Pilot** term, or at any time **Municipalities** determines that an audit is warranted.
- 8.9.5 The **Operator must** provide **Customers** with the opportunity to explicitly assent to any privacy policy, terms of service, or user **Agreements**. Separately, **Customers must** have the ability to decline sharing any data not required to enable the **Operator** to process and complete the transaction. The **Customer's** options with regard to these requirements **shall** be clearly stated and easily accessed by the **Customer**.
- 8.9.6 The **Operator shall** not claim any legal rights in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy and **shall** provide an opportunity for the **Customer** to explicitly assent prior to any changes to its data practices, including use of data the Permit Holder collected under a prior policy.

9.0 DATA SHARING AND REPORTING REQUIREMENTS

9.1 General Requirements

- 9.1.1 The **Operator shall** provide each of the **Municipalities** access to a dashboard or software interface that shows anonymized real-time information on **E-bike** locations and usage, condition status, and battery level.
- 9.1.2 The **Operator** to provide the following data sharing requirements:
- (a) The **Operator** to supply an **E-bike** inventory list to the **Municipalities** complete with each unique identified number and serial numbers before making any **E-bikes** available for rent;
 - (b) The **Operator should** comply with Mobility Data Specification (MDS) (<https://github.com/CityOfLosAngeles/mobility-data-specification>)
 - (c) The **Municipalities** require access to historical **Trip**, fleet, parking, **Incident** and maintenance data, which **must** be stored by the **Operator** and made accessible to the **Municipalities** to pull at any

time during the **Pilot**, and for at least six months after the **Pilot** ends;

- (d) To ensure that **E-bike** locations are known, even when not in use, all **E-bikes** should have a self-affixed location tracking component. This excludes phone-based location services information (i.e. Bluetooth technology);
- (e) The **Operator shall** create a separate data repository for public access, which includes fleet, parking, **Incident**, maintenance, **E-bike** availability and ridership data that is anonymized and non-sensitive.
- (f) **Personal Information shall** not be shared with the **Municipalities** or any other entity, without express consent and the **Operator shall** ensure the privacy of its **Customers**.
- (g) The **Operator shall** conduct periodic **Customer** surveys with questions provided by the **Municipalities**. The **Operator shall** include these questions, and may include other questions, subject to **Approval** by the **Municipalities**. Survey results, showing the response and feedback **must** be shared with the **Municipalities** in a .pdf, .xls or .csv format.
- (h) The **Operator** may, at the **Municipalities'** discretion, be required to provide supporting documentation for the purpose of data verification on an occasional basis, as requested by the **Municipalities**.
- (i) The **Proponent shall** describe plans for shared data management, including details regarding which data specification(s) it currently works within, and which it plans to work within in the future (e.g. General Bikeshare Feed Specification, Mobility Data Specification, SharedStreets).

9.2 DATA PRIVACY

9.2.1 The **Operator must** ensure **Customer** data privacy, including all financial and **Personal Information**.

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

9.2.3 All data collected **must** be stored in and remain within Canada at all times.

- 9.2.4 The **Operator must** provide a written justification to the **Customer** explaining why they need access to each type of **Customer** file (e.g. contacts, camera, photos, location, other **Apps**, etc.)
- 9.2.5 **Customers must** not be required to provide access to their contacts, camera, photos, files and other private data to use the provided service. Location services may be required to use the service for the purpose of locating nearby **E-bikes**.
- 9.2.6 The **Operator** should provide **Customers** with clear, prominent information about what data will be accessed (e.g. location services, camera, contacts, photos, etc.) and explain how and why data will be used. Information **must** not be hidden in longer terms-of-service notifications.
- 9.2.7 **Customers must** be provided with an opt-in option feature, where they can agree to provide access to their contacts, camera, photos, files, and other private data and third-party data sharing.

9.3 Data Reporting

- 9.3.1 The **Operator shall** comply with the following data reporting requirements:
- (a) The **Operator shall** collect and make available data for its maintenance activities for all Bicycles. This will include maintenance requests reported by the **Municipalities**, general public, **Customers**, and the **Operator**.
 - (b) The **Operator shall** collect and make data available for all reported occurrences of improperly parked bikes and the responses to each of them. This will include parking infractions reported by the **Municipalities**, general public, **Customers** and the **Operator**.
 - (c) The **Operator shall** generate a data record that describes each parking report, the location of the Bicycle if possible, the time it was reported, the time it was responded to and how the action required.
 - (d) Parking data should be updated every two weeks
 - (e) The **Operator shall** collect and make data available on **Incidents** in which their **E-bikes** were involved, including date, location, type of **Incident**, and outcome
 - (f) The **Operator shall** submit information on **Incidents** upon request of the **Municipalities** within 24 hours of an **Incident** occurring
- 9.3.2 All data outlined below **shall** be reported to the **Municipalities** through their **Joint Coordinator** on a monthly basis, no later than the 15th day of the following month in either .xls or .csv format.

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(1) Maintenance Data

The data table requirements for maintenance data can be found in Schedule B Section 1.1. Reports **must** include:

- (a) Count of maintenance requests
- (b) Average time per repair
- (c) Count by repair type
- (d) Count by response action

(2) Incident Data

The data table requirements for **Incident** data can be found in Schedule B Section 1.2. Reports **must** include:

- (a) Count of **Incidents**
- (b) Count of **Incidents** by type
- (c) Count of police reports
- (d) Count of action taken

(3) Parking Data

The data table requirements for parking data can be found in Schedule B Section 1.2. Reports **must** include:

- (a) Count of improper parking reports (see Schedule A)
- (b) Count of reports by type
- (c) Count reports of response action
- (d) A brief description of any significant parking issues, trouble spots, or problems with the reporting system or response efforts

(4) Membership Data

Report **shall** include the following data for that month (reporting period) unless otherwise specified:

- (a) Count of new members signed up that month
- (b) Year-to-Date (YTD) count of members
- (c) Number of new members by type:
 - i. Gender: male, female, other
 - ii. Age: 18-24, 25-34, 35-44, 45-54, 55-64, 65+

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(d) YTD count of members by type

(5) Ridership Data

Report **shall** include the following data for that month (reporting period) unless otherwise specified:

- (a) Count of **Trips** per day by user type:
 - i. Gender: male, female, other
 - ii. Age: 18-24, 25-34, 35-44, 45-54, 55-64, 65+
- (b) YTD count of **Trips** by user type
- (c) Average **Trips** per day by user type
- (d) YTD average **Trips** per day by user type
- (e) Average duration of **Trips** by user type
- (f) Average number of **Trips** per hour of the day and day of the week
- (g) Average and total distance of **Trips**
- (h) Average and total duration of **Trips**

(6) Haven Data

Report **shall** include:

- (a) Rank of **Havens** by **Trips** started
- (b) Rank of **Havens** by **Trips** ended
- (c) Rank of **Havens** by amount of time empty

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(7) Key Performance Indicators (KPIs)

The **Operator** should provide an aggregated monthly report showing the KPIs which **must** clearly show, for each indicator, whether or not the **Operator** met the benchmark that month.

Indicator	Benchmark
Customer Service/Safety Indicators	
Registration A pplications processed	99.5% processed within three days; 90% within one day
E-mail response time	Not less than 90% of emails to Operator 's public information email address must be answered within 1 business day.
Telephone response time	Not less than 80% of telephone calls to Operator 's call center each month must be answered by a person within 90 seconds or less.
Call-center abandon rate	Maximum 3% of calls abandoned
Percent of the time that the call center is available	99.90%
Number of valid C ustomer complaints	Fewer than five per month
Helmet distribution	% of required helmets distributed per contract
Response time to bike removal requests	95% of response times in Schedule A met
IT System Indicators	
Number of data protection breaches	Zero
Maintenance Indicators	
Safety checks of E -bikes	Completed monthly safety inspection on 95% of fleet
Reporting Indicators	
Data	95% of all required data reports fully complete
Data	100% of required data reports received no later than the 15 th day of each month.

10.0 FEE SCHEDULE

- 10.1 The proposed fees in the table below to be paid to the **Municipalities** to ensure that the **Operator** manages the right of way constraints and delivers effective operations and maintenance throughout the **Pilot** and to cover the costs of the **Municipalities**. *The **Pilot Management Fee** will be used by the **Municipalities** to cover administrative costs.*

Pilot Management	\$ 55,000
Performance Bond	\$ 10,000

10.2 Fees charged against the Performance Bond

- (a) **Non-compliance Fee:** The **Municipalities** will deduct from the performance bond for any fees, resources, and staff time plus 15% related to the removal of the **E-bike**. See Schedule A for deadlines associated with each action.
- (b) **E-bike Impoundment:** \$50/bike plus \$1/day for storage. If **Operator** fails to retrieve the **E-bike** after 30 days, the municipality will recycle the vehicles and charge any recycling costs incurred.

11.0 INDEMNITY AND INSURANCE

- 11.1 The **Operator** will indemnify, defend and save harmless the **Municipalities**, its elected officials, employees and agents (the “Municipal Parties”) from and against any and all liability, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all costs of defending or denying the same (including all legal, expert and consultant fees and disbursements) (collectively, “Claims”) which arise out of or result from:

- (a) Any act or omission, negligent or otherwise, of the **Operator**, its **Customers**, invitees, employees, subcontractors or agents or others for whom it is responsible at law in connection with the **Operator’s** operation of the **Bike share** program;
- (b) Any breach by the **Operator** of the terms, conditions, obligations, requirements, representations and warranties of this **Agreement** or of any bylaw, statute, rule, regulation or policy **Applicable** to the operation of the **Bike share** program;

- (c) Any damage to property or any personal injury, including death, resulting directly or indirectly from the **Operator's** use or occupation of land for the **Bike share** program.
- 11.2 Notwithstanding Section 11.1, in no event will the Municipal Parties be liable to the **Operator** or any of its **Customers**, invitees, employees, subcontractors or agents for any indirect, special, **Incidental**, punitive or consequential damages (including lost profits or revenues) arising out of or in any way related directly or indirectly to this **Agreement**.
- 11.3 The **Operator** hereby releases the Municipal Parties from and against any and all Claims which the **Operator** may at any time have against the Municipal Parties in respect of this **Agreement** and the rights granted under it, except to the extent the same has resulted from the sole negligence of the Municipal Parties.
- 11.4 The **Operator** will at the **Operator's** expense maintain at all times during the Term of this **Agreement** the following insurance:
 - (a) Commercial General Liability Insurance with limits not less \$ 10 million dollars per occurrence, covering all operations of the **Operator** under this **Agreement** including claims for bodily injury, death and property damage. Such insurance will include a non-owned automobile liability, products and completed operations liability and contractual liability of sufficient scope to include the liability assumed by the **Operator** under this **Agreement**. Such insurance **must**:
 - i. Be endorsed to include the **Municipalities** and their administrators, successors, assigns, insurers, officials, officers, employees, servants and agents as additional insureds;
 - ii. Contain a cross liability clause;
 - iii. Be written by insurers licensed to do business in the Province of British Columbia;
 - iv. Contain a waiver of the insurer's rights of subrogation against the **Municipalities**;
 - v. Be primary (and non-contributory) to any insurance maintained by the **Municipalities**; and
 - vi. Contain a 30-days written notice of cancellation of or material change to the policy provision.
 - (b) Automobile Liability Insurance of not less than \$ 5 million dollars in any one accident, covering all licensed motor vehicles owned or

leased by the **Operator** and used in connection with this **Agreement**.

- (c) Workers' Compensation Coverage in respect of all **Operator's** employees, workers and servants engaged in the operations under this **Agreement**.

11.5 Certificates of insurance evidencing the specified insurance **must** be delivered to the **Municipalities** prior to the commencement of the **Agreement** and subsequent renewals **must** be delivered to the **Municipalities** not later than 10 days following the expiry of the prior policy.

11.6 In the event of any notice of loss, damage, occurrence, accident, claim or suit (collectively "Claim"), the **Operator** will promptly notify the insurer and the **Municipalities** of such Claim. The **Operator** and or the **Operator's** insurer will assume the defense of any such Claim, including the **Municipalities'** defense. The **Operator** will be responsible for all costs of the **Municipalities** relating to the defense of the Claim, including the costs of an independent investigator, and ensure that the **Municipalities** are kept **Appraised** of the status of the Claim.

12.0 RESPONSE CONTENT

Proponents should include the following information with their response;

12.1 Corporate History

Letter of introduction, number of years in business. Associated or affiliated companies.

12.2 Previous experience

List other areas where **Bike Share** has been operating, preferably for more than six (6) month period. Provide client references (minimum of three (3)) for similar **Bike Share** Operations.

12.3 Electric Assist Pedal Bike Images and Description

Include, dimensions and weight of **E-Bike**, diameter, width, and weight of each wheel, type of tire (foam core or pneumatic), distance between centers between front and rear wheels, Maximum load capacity of bike, number or gears, gear ratio, power source, and recharge procedure for all electrical components, tracking components and GPS accuracy, location of cargo carrying components, motor wattage, maximum assisted speed, locking device and procedure, and any other relevant specifications.

State compliance with E-Bike Specifications in 8.2

Is a sample of the proposed **E-bike** available? Can a sample be provided within five (5) business days of request?

12.4 **Bike share Program Operational Details**

Referring to Section 8.0, state the details of the Operations and Maintenance Plan for the **Bike share** (including proposed **Service Area** and fleet size, and plan for re-balancing, re-charging, and re-locating bikes), Parking Plan, Education and Encouragement Plan, and Equity Plan. Describe the **Mobile App** functionality, GPS and **Geo-fencing** technology and accuracy, and proposed pricing and membership structure. Preference given to a membership structure that offers a greater variety of account types (e.g. daily passes, monthly, and/or annual memberships). Describe the details of how helmets will be provided through the **Bike Share**.

Detail the proposed launch plan, estimated timeline (including any schedule risks), plan for staffing and training, proposed **Service Area** map, and proposed **Haven** locations.

12.5 **Data Sharing and Reporting**

Describe the proposed data sharing and reporting plan, including ensuring high-quality, accurate data and meeting the KPI requirements. Identify the currently used data specification(s), and any plans for adopting other specification(s) in the future (e.g. General Bikeshare Feed Specification, Mobility Data Specification, SharedStreets).

State compliance with Section 9.0.

12.5 **Fees, Performance Bond and revenue.**

State compliance with Service Fee and Performance Bond. State any other revenue opportunities.

12.6 **Completed Forms**

- **Proponent** Commitment Form
- Schedule C

13.0 EVALUATION AND SELECTION

13.1 Evaluation of Proposals will be based upon, but not limited to, the following criteria:

Evaluation Criterion	Points
Company – Overview, Experience, References	20
Operations & Maintenance Approach, Capacity, Revenue	30
Equipment – Quality, Reliability	15
Back Office (including mobile App reliability, data, reporting) – Methodology, Approach, Capacity	15
Customer Service (including mobile App functionality), Front office, education, encouragement	15
Equity – Approach, Criteria for inclusion	5

13.2 Proposals will be reviewed and evaluated by a selection committee comprised of staff from each of the **Municipalities**. During the evaluation process any or all of the **Proponents** may be invited to give written or oral presentations and/or participate in interviews with the committee.

13.3 **Proponents shall** be available to demonstrate **E-bikes** and any other **Equipment** that is proposed to be used in the **Pilot** to the **Municipalities** during the evaluation period.

14.0 CONTRACT AWARD

14.1 After selection of a preferred **Proponent** the **Municipalities** may request negotiations which could include discussion of the terms and conditions in the contract and minor modifications. Following which a signing of contract documents and the awarding of a contract will be made by the Purchasing Manager.

14.2 If the preferred **Proponent** and the Purchasing Manager cannot agree on contract language in the contract document, the process will be terminated, and the City will begin negotiations with the next preferred **Proponent**.

SCHEDULE A

Time Frames for Collection and Relocation of Faulty, Damaged, Or Improperly Parked E-bikes.

Issue	Timeframe	Action
a. Dangerously placed	2 hours	<p>Where a bike is causing an unreasonable hazard (i.e. parked across a road, blocking sidewalk, blocking accessible parking, etc.) the Operator will relocate the bike within two hours of notification.</p> <p>Council/public landholder may remove and impound the bike at any time to make area safe. The Operator will be contacted at the time of any such action.</p>
b. Bike reported as unsafe	<p>Immediate (upon verification)</p> <p>24 hours</p>	<p>Upon verification of unsafe bike, Operator will immediately deactivate bike.</p> <p>Operator will check for safety/damage/faults and remove the bike from the public area.</p>
c. Significantly damaged	<p>Immediate (upon verification)</p> <p>24 hours</p>	<p>Upon verification of damaged bike, Operator will immediately deactivate bike.</p> <p>Operator will check for safety/damage/faults and remove the bike from the public area.</p>
d. Illegally parked	24 hours	<p>Dependent on location of bike. (e.g. private property, motorcycle parking) the Operator will relocate the bike within 24 hours of notification.</p>

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SCHEDULE B

Data Record Tables

Field Name	Required	Type	Description	Allowed Values	Example
CREATE_DT_UTC	Yes	String	Time the company receives a maintenance report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
LATITUDE_X	No	Number	Bicycles latitude at time of record to at least four decimal places	00.0000	51.0453
LONGITUDE_Y	No	Number	Bicycles latitude at time of record to at least four decimal places	-000.0000	-114.0573
LOCATION	No	String	The reported location of the Bicycle, if latitude and longitude are not available		Bow River West of 14 St
COMPANY_ID	Yes	String	Company name, assigned by The City	Depends on company	Company Name
BICYCLE_ID	Yes	String	Unique identifier for the Bicycle	Assigned by company, max 30 characters	
BICYCLE_TYPE	Yes	String	The type of Bicycle	Bike EBike	Bike
REPORTER	Yes	String	The entity that reported the Bicycle	Company Public City Other	Public
REPORT_TYPE	Yes	String	The letter code corresponding to alleged maintenance issues. Multiple values permitted	See maintenance codes	B
ISSUE_TYPE	Yes	String	The letter code corresponding to confirmed maintenance issues. Multiple values permitted	See maintenance codes	B
SUSPEND_DT_UTC	No	String	Time the company remotely suspends new rentals on the Bicycle, in UTC	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
RESPONSE_DT_UTC	Yes	String	Time the company responds to a maintenance report in UTC	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
RESPONSE_ACTION	Yes	String	Description of companies response: <ul style="list-style-type: none"> - Repaired: Bicycle was located, visually confirmed to need maintenance, and repaired without being removed from deployment - Removed: Bicycle was located, visually confirmed to need maintenance, and removed from deployment 	Repaired Removed NoAction Lost Irretrievable RiderMoved	Repaired

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1.1 Maintenance Data

			<ul style="list-style-type: none"> - NoAction: Bicycle was located and confirmed not to need maintenance. - Lost: Bicycle confirmed not to be at reported location and the company is unable to locate it. - Irretrievable: Hazard or lack of legal access prevent a company from locating or removing the Bicycle. - RiderMoved: A rider rents and moves the Bicycle before the company responds to the report 		
NOTES	No; Yes if using report code F	String	Description of maintenance or other activities		

Maintenance Codes

Issue Code	Issue Type	Description
A	Routine	Routine maintenance conducted to the Bicycle .
B	Operability	Includes damage that affects the operability or safety of the Bicycle (ie. flat tire; bent or broken components, broken/missing lights/reflectors; battery damage). An issue type of "Operability" would typically suspend rentals of the Bicycle .
C	Cosmetic	Includes scratches, graffiti, or other superficial damage that does not affect usability of the Bicycle . An issue type of "Cosmetic" would not typically suspend rentals
D	Water	Includes all Bicycles that are removed from waterways
E	None	No problems found. Do not use if inspection is not completed; all Bicycles must be checked before they can be reported as cleared.
F	Other	Other issues, which must be specified in the NOTES field.

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1.2 Incident Data Table

Field Name	Required	Type	Description	Allowed Values	Example
CREATE_DT_UTC	Yes	String	Time the company receives a parking report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
LATITUDE_X	No, if not provided must include location description	Number	Bicycles latitude at time of record to at least four decimal places	00.0000	51.0453
LONGITUDE_Y	No, if not provided must include location description	Number	Bicycles latitude at time of record to at least four decimal places	-000.0000	-114.0573
LOCATION	No, if not provided must include lat/long	String	The reported location of the Bicycle, if latitude and longitude are not available		Bow River West of 14 St
COMPANY_ID	Yes	String	Company name, assigned by The City	Depends on company	Company Name
BICYCLE_ID	Yes	String	Unique identifier for the Bicycle	Assigned by company, max 30 characters	
BICYCLE_TYPE	Yes	String	The type of Bicycle	Bike EBike	Bike
REPORTER	Yes	String	The entity that reported the Bicycle	Company Public City Other	Public
INCIDENT_TIME	Yes	String	- Time of the incident in UTC	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
REPORT_TIME	Yes	String	Time the company receives incident report in UTC	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
RESPONSE_ACTION	Yes	String	Description of companies response: <ul style="list-style-type: none"> - Repaired: Bicycle was located, visually confirmed to need maintenance, and repaired without being removed from deployment - Removed: Bicycle was located, visually confirmed to need maintenance, and removed from deployment - NoAction: Bicycle was located and confirmed not to need maintenance. - Lost: Bicycle confirmed not to be at reported location and the company is unable to locate it. - Irretrievable: Hazard or lack of legal access prevent a company from locating or removing the bicycle. 	Repaired Removed NoAction Lost Irretrievable	Removed
INJURY	Yes	String	Whether any injuries are reported	Yes No	Yes
POLICE_REPORT	Yes	String	Whether a police report is filed	Yes No	No
NOTES	No	String	Description of the incident, including any additional information the company collected		

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1.3 Parking Data Table

Field Name	Required	Type	Description	Allowed Values	Example
CREATE_DT_UTC	Yes	String	Time the company receives a parking report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
LATITUDE_X	No, if not provided must include location description	Number	Bicycles latitude at time of record to at least four decimal places	00.0000	51.0453
LONGITUDE_Y	No, if not provided must include location description	Number	Bicycles latitude at time of record to at least four decimal places	-000.0000	-114.0573
LOCATION	No, if not provided must include lat/long	String	The reported location of the Bicycle, if latitude and longitude are not available		Bow River West of 14 St
COMPANY_ID	Yes	String	Company name, assigned by The City	Depends on company	Company Name
BICYCLE_ID	Yes	String	Unique identifier for the Bicycle	Assigned by company, max 30 characters	
BICYCLE_TYPE	Yes	String	The type of Bicycle	Bike EBike	Bike
REPORTER	Yes	String	The entity that reported the Bicycle	Company Public City Other	Public
REPORT_TYPE	Yes	String	The report allegations (multiple values permitted): <ul style="list-style-type: none"> - Obstruction: the Bicycle is alleged to be an obstruction hazard - Parking: the Bicycle is alleged to be improperly parked but not a hazard - Idle: the Bicycle is alleged to have been idle for 5 days or more 	Obstruction Parking Idle	Obstruction, Idle
RESPONSE_DT_UTC	Yes	String	Time the vendor responds to a parking report in UTC	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
RESPONSE_ACTION	Yes	String	Description of companies response: <ul style="list-style-type: none"> - Reparked: The Bicycle was located, visually confirmed to be improperly parked or idle, and removed, reparked, or adjusted. - NoAction: The Bicycle was located and visually confirmed to be properly parked. Company may leave Bicycle or remove it. - Lost: The Company confirms that the Bicycle is not at the reported location and the company is unable to locate the Bicycle. 	Reparked NoAction Lost Irretrievable RiderMoved	Reparked
			<ul style="list-style-type: none"> - Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Bicycle. - RiderMoved: A rider rents and moves the Bicycle before the company responds to the report. 		

x11.00 in

SCHEDULE C

Privacy and Data Management Questionnaire

The **Municipalities** value the protection of privacy and data management for all municipal initiatives. The questions below are intended to provide the **Municipalities** with an overview of your organization's privacy and data management practices and capabilities. Ensure all the following questions are answered directly and clearly, and submitted as part of your Proposal.

1. What data does your organization collect from **Customers**?
2. Does your organization have a privacy policy for **Customer** data? If yes, please describe.
3. Does your organization have written data security policies? If yes, please describe.
4. Does your organization encrypt data?
5. Does your organization use access controls to monitor access to **Customer** data?
6. Does your organization conduct vulnerability scans of your systems?
7. Where does your organization store data for Canadian **Customers**? Including backup data.
8. Does your organization have data back-up policies and procedures?
9. Does your organization share **Customer** data with any third parties? If so, please describe why.
10. Please describe the physical security arrangements for the facilities hosting **Customer** data.
11. Does your organization have privacy breach reporting policies and procedures?
12. Does your solution have data purging/deletion capabilities?

APPENDIX 1 – SERVICE AGREEMENT



SERVICE CONTRACT (GENERAL)

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, represented by ,
(the "City", "we", "us", or "our" as applicable) at the following address:
141 W 14th Street
North Vancouver B.C.

AND
(the "Contractor", "you", or "your" as applicable) at the following address:

Postal Code: V7M 1H9 Email: szander@cnv.org

Postal Code: Email:

THE PARTIES AGREE TO THE TERMS ON THE FOLLOWING PAGE AND IN THE SCHEDULES OUTLINED BELOW:

SCHEDULE A – SERVICES

Services:
As per the Response to RFP..

Term: Start Date:

End Date:

SCHEDULE B – FEES AND EXPENSES

Fees:
To be paid as per proposal

Expenses:

Maximum Amount: \$ plus GST

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

A Commercial General Liability policy of not less than \$10,000,000.
(The above shall indicate the City of North Vancouver, District of North Vancouver, and District of West Vancouver as an additional insured)
Evidence of WorkSafe BC
CNV Business License

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

Schedule E – Privacy Protection

Schedule F – Additional Terms

Schedule G – Security

SIGNED AND DELIVERED on the ____ day of _____, 2019 on behalf of the City by its duly authorized representative:

SIGNED AND DELIVERED on the ____ day of _____, 2019 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).

Signature

Signature

Sabine Zander, Purchasing Manager
Print Name

Print Name

READ TERMS ON FOLLOWING PAGE AND IN THE SCHEDULES OUTLINED ABOVE

TERMS OF SERVICE CONTRACT (GENERAL)

CONTRACTOR'S OBLIGATIONS

1. You will provide the services described in Schedule A (the "Services") in accordance with this agreement. You will provide the Services during the term described in Schedule A, (the "Term"), regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals and licenses necessary or advisable to perform your obligations under this agreement, including the license under section 14.
3. Unless otherwise specified in this agreement, you will perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised. If we reasonably object to the performance, experience, qualifications or suitability of any of your personnel then you will, on our written request, replace such personnel.
5. You are an independent contractor and not our employee, agent, or partner. We may from time to time give you reasonable instructions (in writing or otherwise) relating to the performance of the Services. You will comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement in form and content during the term of this agreement and for a period of seven years following completion or termination of this agreement or such other period satisfactory to us.
8. You will permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You will treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as a result of a breach of this agreement, or
 - (c) if it is information in any Incorporated Material.
10. You will make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you will advise the person to make the request to us.
12. You grant to the City of North Vancouver irrevocable license to use, reproduce, modify and distribute the produced materials.
13. You shall retain copyright in the Produced Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will comply with the Privacy Protection Schedule if attached as Schedule E.
16. You will maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
17. You will comply with all applicable laws.
18. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
19. You will not assign any of your rights under this agreement without our prior written consent.
20. You will not subcontract any of your obligations under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You will ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
21. You will not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

24. If you comply with this agreement, we will pay you
 - (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the ServicesWe are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
25. In order to obtain payment of any fees and expenses under this agreement, you will submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.

26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that have arisen or could arise in connection with the provision of the Services.
27. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

28. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf as described by the Income Tax Act of Canada.

TERMINATION

29. We may terminate this agreement
 - (a) for your failure to comply with any term of this agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.If we terminate this agreement under paragraph (b), we will pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
If we terminate this agreement under paragraph (a), we may deduct and set off from any payments owing to you any costs incurred or losses suffered by us on account of your default.
30. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

31. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
32. We will endeavor to make available to you all information in our possession which we consider pertinent to your performance of the Services. You will advise us in writing if in your judgment the information is deficient or unreliable.
33. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
34. Time is of the essence in this agreement. You will provide the Services within the performance or completion dates or time periods as may be set out in Schedule A, or as otherwise agreed to in writing by us.
35. Any notice contemplated by this agreement, to be effective, will be in writing and either
 - (a) sent by fax to the addressee's fax number specified in this agreement,
 - (b) delivered by hand to the addressee's address specified in this agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
36. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
37. No modification of this agreement is effective unless it is in writing and signed by the parties.
38. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
39. Any disagreement, failure to agree or other dispute arising out of or in connection with this agreement, including in respect of the interpretation, breach, performance, validity or termination of this agreement, may be referred to and finally resolved by arbitration under the Commercial Arbitration Act if agreed by all parties to this agreement.
40. Sections 6 to 16 and 18, continue in force indefinitely, even after this agreement ends.
41. The schedules to this agreement are part of this agreement.
42. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
43. The contractor will conform to the City of North Vancouver License By-law and maintain a valid Business License throughout the duration of this agreement. Nothing in this agreement is to be construed as interfering with the exercise by the City or its agencies of any statutory power or duty.
44. The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy, scan or faxed copy) and delivering it to the other party by fax or email.
45. In this agreement,
 - (a) the words "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this agreement, and
 - (c) "we", "us", and "our" refer to the City alone and not to the combination of the Contractor and the City, which is referred to as "the parties".