

REQUEST FOR PROPOSAL

Smart, Secure Bike Parking Racks

RFP # P117 - 2024

The Resort Municipality of Whistler | April 2024

Issued:	April 15, 2024
Closing Date Time:	10:00am May 8, 2024
Closing Location:	RMOW Municipal Hall 4325 Blackcomb Way, Whistler BC, V8E 0X5

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1 Introduction

The Resort Municipality of Whistler (RMOW) is inviting Proponents to provide proposals to supply, install and operate a multi-location pilot program of smart, secure bike parking racks in Whistler Village and other prime locations. The pilot program is for a one-year period with options for annual renewal and expansion of locations. The operational period will be 24/7, 365 days a year, to support and encourage year-round bicycle transportation in Whistler.

Whistler is actively positioning itself to be a leader in active transportation with multiple targeted initiatives currently underway to support and encourage our resident population and our three million annual visitors to move beyond the car while in Whistler. Replacing car trips by an active transport option is directly supporting Whistler in achieving its climate targets as identified in Whistler's 2020 Climate Action Big Move strategy with its Big Move 1 goal that by 2030, 50% of all trips within Whistler are active or transit.

This pilot program is intended to provide residents and guests a convenient and safe system to secure and recharge their bicycles in key high-profile locations while demonstrating trends in user demand to justify rapid expansion to other locations. The integration of easy-to-use smart phone application technologies and visually appealing bike parking racks with proven security performance are key demonstrations of this pilot program.

2 Specific Project Requirements

2.1 Scope of Work

The RMOW is seeking Proponents to supply, install, manage and operate a smart, secure bike parking rack system in three (3) prime locations on RMOW property with the following requirements:

1) General Requirements:

- a) Provides a secure bike parking rack system operated by smart phone application technology for public use;
- b) The solution is user friendly and affordable;
- c) The design meets all applicable safety standards;
- d) The design shall be proven to perform uncovered outdoors, in all weather, and under the expected range of temperatures for Whistler, year-round;
- e) Provides robust data reporting to the RMOW to enable evaluation and monitoring of the program;
- f) Protects the privacy and personal information of users;
- g) Total number of initial bike rack locations is three, see Section 7 for maps;

- h) Locations shall provide the ability to securely lock a minimum number of individual bikes at any one time as indicated for each location as follows:
 - i) Location 1 Blackcomb Lodge – min of 5 parking units
 - ii) Location 2 Meadow Park Sports Centre – min of 10 parking units
 - iii) Location 3 Whistler Olympic Plaza – min of 10 parking units
- i) Bike racks should be designed and proven to provide a high level of security to the widest range of bike types possible;
- j) Each bike parking rack shall provide an integrated power socket to allow e-bike charging. The power supply to each bike rack will be provided by the RMOW at no cost to the Proponent;
- k) The secure bike parking racks for this pilot should be designed to be reasonably moveable should a location change be required. Any costs associated with a change of location will be negotiated with the Proponent through a change order; and
- l) Custom colour options or graphic designs are not a requirement but should be described if available.

2) Service and Technical Requirements:

- a) Shall provide a service model that leases all equipment and provides all installation, management, service, repair and operation, software and data connectivity of the equipment for the duration of the one-year pilot period;
- b) Shall provide a cost structure for all user fees on an hourly and daily interval for the duration of the one-year pilot period;
- c) Shall provide a cost structure for a monthly and yearly unlimited user pass at any of the Whistler locations operated by the Proponent within the three-year pilot;
- d) Provides operational functionality 24/7, 365 days a year for the one-year period;
- e) The Proponent or their indicated partner shall be the first point of contact for all service calls from public;
- f) Outlines the specific procedure and response time for dispatching an onsite service request from a user if so required;
- g) Proponent shall provide a learning tutorial to a group of staff on the operation of the racks on the day of the first installation or shortly thereafter.

3) Locations:

- a) The Proponent will be operating on property specifically identified by and owned by the RMOW at no cost to the Proponent;
- b) Each location will be provided sufficient power for the purposes of smart secure bike parking and e-bike charging at no cost to the Proponent;
- c) RMOW confirms that there is free Wi-Fi in each location for general public use;
- d) General debris and litter removal from the location areas as well as snow clearing around the bike racks will be provided by the RMOW at no cost to the Proponent;
- e) Regular cleaning of the racks including any graffiti removal or damage repairs will be managed by the Proponent at no cost to the RMOW.

4) Data sharing and reporting:

- a) Personal Information will not be shared with the RMOW or any other entity and the Proponent must ensure the privacy and non-disclosure of the Personal Information of its Customers;
- b) The Proponent will submit monthly reports to the RMOW with the following data:
 - i) Unique number of users of the Whistler locations;
 - ii) Age and gender for each user of the Whistler locations;
 - iii) Total number of bike parking uses each day for each location;
 - iv) Average length of time parked each day for each location;
 - v) Bike rack operational status summary for each day for each location;
 - vi) Maintenance and incident report summary for each location;
- c) The Proponent will submit an annual summary of the monthly data reporting.

5) Public communication:

- a) Smart phone application interface should provide multiple language options;
- b) User instructions at each rack locations should be easy to understand and offer clear contact information for assistance;
- c) No large signs or banners are permitted at the rack locations without prior approval by the RMOW, if at all;
- d) The Proponent will develop a Marketing and Communications Plan;
- e) The Proponent is also encouraged to communicate the Whistler bike racks through its own channels.

2.2 Project Deliverables

The project deliverables will include, but are not limited to the following:

- The Proponent is responsible for provisioning its supply and services to the RMOW to operate a smart, secure bike parking rack system in Whistler;
- The Proponent is responsible for the care, operation and customer service of the bike rack system in Whistler;
- The Proponent is responsible for complete, accurate and timely submission of all reporting requirements and/or upon specific request by the RMOW.

2.3 Available Resources

RMOW will provide the following:

- A project lead for all correspondence and coordination for the pilot period;
- All power supply needs for the pilot period;
- Public communication of the pilot project through RMOW channels;
- Dedicated space for the bike rack system at each location on municipal property;
- General site cleaning and snow clearing around each bike rack location;
- The RMOW may, at its own discretion, provide in the future and during the pilot period, a covered structure for some of the bike rack locations.

2.4 Timeline

A timeline with the below milestone dates are desired. Please provide the earliest feasible milestone dates in your submission.

Deliverable	Milestone Dates
Installation and operation of bike racks in the 3 locations	June 30 th 2024
Monthly reporting of use and performance data	Monthly

3 Proponent Response

3.1 Proposal Format

The following format, sequence, and instructions shall be followed in order to provide consistency in Proponent response, and ensure each proposal receives full consideration:

- Total electronic individual file size shall be less than 9MB;
- All pages shall be consecutively numbered;
- An unaltered and completed Form of Proposal as the cover page;
- Table of contents;
- The proposal sections as detailed below.

3.2 Executive Summary

Shall be a high level, concise summary of project understanding and overall proposal contents.

3.3 Proposed Work Plan

Proposals shall include a Work Breakdown Structure (WBS) or similar breakdown that will be used to define the work plan. The work plan will detail an approach/strategy and methodology to meet the objectives and will demonstrate the strength and ability to perform the Services requested. The work plan shall indicate what team members will be performing each task.

3.4 Timeline

Proposals must include a detailed proposed project timeline based on the work plan for completion of all work and submission of all required deliverables and milestone dates. Provide a proposed start date, the total number of days required to complete each deliverable or stage of work, and a completion date.

3.5 Proposed Costs

Proposals shall provide a total cost to complete the work effort including a cost breakdown of the total cost for each of the components described in the Scope of Work (SOW).

3.6 Proponent Qualifications

Proposals should include a description of the Proponent (The Firm/Company) and the Proponent's team member's qualifications that demonstrate the ability to undertake the proposed project. Resumes should be included for the Proponent's team leaders and all personnel to be used in carrying out the various components of the project, including sub-consultants. Resumes should emphasize skills that are relevant to the Specific Project Requirements (SPR) of the project. Previous project work should include completion dates. Note that prior to any Proponent member being changed during the evaluation or post bid process, resumes must be submitted for approval to the RMOW.

3.7 Summary of Related Experience

The proposal shall contain at least two specific project examples that the Proponent has completed that demonstrate the Proponent and the Proponent's team member's ability to undertake the proposed project. Descriptions of previous projects should be relevant and related to the proposed project and dated. Descriptions of previous projects should include at a minimum:

- 1) Name of the project;
- 2) Start and completion dates;
- 3) Key individuals involved; and
- 4) One client reference.

3.8 Addenda

The proposal shall acknowledge that they have read and understood all addenda posted by indicating in the Form of Proposal.

4 Project Brief

This is a Request for Proposal (RFP) and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the RMOW by this RFP or by submission of any proposal or by consideration of, or failure or refusal to, consider any proposal by the RMOW. Further, the Contract, when executed, is the sole source of any contractual obligation on the RMOW with respect to the project.

Throughout this document reference is made to the "Proponent" as the entity preparing the response to the RFP. The term "Consultant" is used to represent the Proponent after the Contract is signed.

The "Preferred Proponent" is the Proponent judged to have the "best overall proposal" based on the evaluation score outlined in section 5 Evaluation and Selection which will be selected to enter into negotiations leading to a Contract with the RMOW. If negotiations are unsuccessful, the next highest rated Proponent may be deemed to be the Preferred Proponent and negotiations would be commenced with them.

4.1 Submission & Award

The Proposal shall be submitted via email to the RMOW at:

Name: Maria Thorlakson

Email: climatechange@whistler.ca

The proposal shall be submitted on or before: May 8, 2024 at 10:00 am.

Following the closing date, the RMOW intends to provide the Notification of Award for the contract to the preferred Proponent on or before: May 10, 2024.

4.2 Inquiries

All inquiries related to this RFP shall be directed in writing (by email) to:

Name: Maria Thorlakson

Email: climatechange@whistler.ca

Please clearly identify the RFP number and title when submitting a question.

4.3 Addenda

The final day for questions is 5 business days before the closing date. If the RMOW determines that an amendment is required to this RFP, the RMOW will post the amendment on the RMOW and BC Bid web sites no less than 3 calendar days prior to closing.

4.4 Duration of Proposal

The Proposal will be irrevocable and open for acceptance by the RMOW for a period of 60 calendar days from the day following the closing date, even if the Proposal of another Proponent is accepted by the owner.

4.5 No Contract

This RFP is an invitation for Proposals (including prices and terms) for the convenience of all parties. It is not a tender and no obligation of any kind will arise from this RFP or the submission of a Proposal. The RMOW may negotiate changes to any terms of a Proposal, including prices; and may negotiate with one or more Proponents, or may at any time invite or permit the submission of a Proposal (including prices and terms) from other parties who have not submitted Proposals before the closing date.

4.6 Acceptance

A Proposal will be an offer to the RMOW which the RMOW may accept within 60 days by sending a Notice of Award to the Proponent. Note that the RMOW will select the proposal that it deems, in its sole and absolute discretion, demonstrates the best combination of corporate qualifications, technical capability, project understanding, proposed approach to achieving the specified goals, and estimated total costs.

4.7 Right to Reject

The RMOW is not bound to accept the lowest price proposal, nor is the RMOW in any way bound to award the project to any of the Proponent proposals. The RMOW reserves the right to reject any or all proposals for any reason whatsoever.

4.8 Liability for Errors

The information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive.

4.9 Responsibility

The Proponent shall not transfer responsibility to meet the obligations of this contract to a third party without the consent, in writing, of the RMOW project manager.

4.10 No Collusion

Proponents shall not directly or indirectly communicate with any other Proponent regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.

4.11 Conflict of Interest

A Proponent must disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RMOW, its elected or appointed officials or employees. The RMOW may rely on such disclosure.

4.12 Solicitation of Council Members and RMOW Staff

Proponents and their agents will not contact any member of the RMOW Council or RMOW staff with respect to this RFP, other than the contact person named in Section 4.2 at any time prior to the award of a contract or the cancellation of this RFP.

4.13 Confidentiality

All Proposals become the property of the RMOW and will not be returned to the Proponent. All Proposals will be held in confidence by the RMOW unless otherwise required by law. Proponents shall be aware the RMOW is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

4.14 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the RMOW or its representatives and consultants, relating to or arising from the RFP. The RMOW will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

4.15 Proponents Qualifications

By submitting a Proposal, a Proponent represents that it has the expertise, qualifications, resources, and relevant experience to supply the services requested.

4.16 Contract Terms and Conditions

The successful Proponent, prior to Notice to Proceed, will sign the Terms and Conditions as outlined in the RMOW License and Services agreement attached in Section 10.

4.17 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Proponent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

- (a) insurance upon property of every description and kind owned by Licensee or for which Licensee is responsible to the full replacement value thereof;
- (b) Professional Liability Insurance in the amount of two million dollars (\$2,000,000) per occurrence;
- (c) Comprehensive General Liability Insurance on an "occurrence basis" with inclusive limits of five million dollars (\$5,000,000.00), including personal and bodily injury, property damage, contractual liability and contingent employer's liability. Such policies shall contain a cross-liability clause, a severability of interest clause, and shall be primary; and,
- (d) workers' compensation insurance.

4.18 Subcontracting

Proposed subcontractors must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility of the project.

4.19 Signature

The legal name of the person or firm submitting the Proposal shall be inserted in the Form of Proposal (Section 8). The Proposal shall be signed by a person authorized to sign on behalf of the Proponent and include the following:

- If the Proponent is a corporation then the full name of the corporation shall be included, together with the names of authorized signatories. The Proposal shall be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture shall be included, and each partner or joint venture

shall sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture shall provide evidence to the satisfaction of the RMOW that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation shall sign as indicated in subsection (a) above; or

- If the Proponent is an individual, including a sole proprietorship, the name of the individual shall be included.

5 Evaluation and Selection

5.1 Evaluation Team

The evaluation of Proposals will be undertaken by the Evaluation Team on behalf of the RMOW. The Evaluation Team may consist of one or more persons at the Evaluation Team's discretion. The Evaluation Team may consult with other RMOW staff, or third-party individuals at their discretion.

5.2 Mandatory Criteria

Any Proposal that does not satisfy all mandatory criteria will be rejected.

Required (Mandatory) Criteria	Check
1. The proposal must be received by the specified closing date and time.	
2. One (1) electronic copy of the proposal must be submitted in PDF format.	
3. An unaltered, completed and signed RFP Form of Proposal must be submitted with the proposal.	
4. Proposals must be in English.	

5.3 Weighted Criteria Benchmarks

Evaluation Matrix

The Evaluation Team intends to evaluate all proposals according to the evaluation matrix criteria categories outlined below. If minimum required points are not met in one or more of the evaluation criteria, the Proposal will not be considered for award.

Criteria	Available Points	Minimum Required Points
Quality of product and service	25	15
Pricing structure and cost	25	15
Qualifications and experience	20	10
Timeline	15	5
Software quality and ease of use	15	5
TOTAL	100	50

Scoring Table

The Evaluation Team intends to use the scoring table below as a guideline for determining criterion score. Prompts are provided to give the Proponents an idea as to how each criterion will be examined and scored. The weighting of the prompts in determining the criterion score is up to the discretion of the Evaluation Team unless otherwise stated.

Scoring Table		
Points Awarded (% of available)	Quality	Criteria
100%	Exceptional	Exceptional; far exceeds requirements with no added risk.
80%	Very Good	Exceeds expectations; risk deemed acceptable or no added risk.
60%	Acceptable	Meets expectations and all minimum requirements.
40%	Below	Does not meet expectations or minimum requirements.
20%	Well Below Requirements	Fails to meet minimum requirements; proposes a solution or provides explanations that is not acceptable or relevant.

0%	Unacceptable	Proposed solution deemed unacceptable in every aspect.
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5.3.1 Quality of Product and Service

The Proponents will be scored on the quality and performance of their smart, secure bike racks, and on the quality of services presented in their proposal.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Does the product and services proposed meet the needs of the RMOW as described in the RFP?
Does the bike rack have a proven track record of performance and security?
Are the services proposed aligned with the RMOW as described in the RFP?

5.3.2 Pricing Structure and Cost

Cost evaluation is broken into two parts. The total cost and the fee schedule cost breakdown. The total cost is worth 80% of the points available and the fee schedule is worth 20% of the points available.

Scoring

Prompts	Weighting
The total cost will be evaluated using the following equation $\frac{\text{Lowest Priced Acceptable Proposal}}{\text{This Proposal's Price}} \times \text{Points Available} \times 80\%$	80%
The fee schedule is adequately broken down and easy to follow.	20%

5.3.3 Qualifications and Experience

Qualifications of the Proponent and Proponents team are to be submitted according to section 3.6 and 3.7. Only qualifications that are relevant to the SPR will be considered when evaluating this section.

References may or may not be contacted.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Qualifications of the personnel and how they relate to the tasks they are responsible for as described in the Proponents Proposal.
Proponent's team's experience with similar projects within the last ten (10) years. Submitted experience beyond the previous ten (10) years will not have weight on the scoring.
Technical and management capability, capacity, skills and qualifications of the Proponent and any proposed subcontractor(s).
Work performed for submitted references is by the proposed team members and is within the last ten (10) years and is relevant to the SOW of the project.

5.3.4 Timeline

Timelines that do not match with the milestone dates described in section 2.4 may be scored lower. Alternative timelines to section 2.4 accompanied with explanations that the Evaluation Team deems to not interrupt or inconvenience the RMOW will not be penalized. Timelines that are ahead of the milestone dates may or may not receive more marks than timelines that meet the milestone dates and is up to the discretion of the evaluation team.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Tasks are based on the work plan with start and end dates for each task.
Includes milestone dates and deliverables.
Timeline items are adequately broken down and easy to follow.
Start and end dates for each task are realistic with reasonable lead times.

5.3.5 Software ease of use

The Proponent will be scored on their application software, its functionality, user interface and accessibility. Data collection and storage standards will be evaluated.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Is the software suitable to the needs of the RMOW?
Is the software accessible and easy to use?
Does the software meet the data security and privacy needs of the RMOW?

5.4 Interviews

If final tabulated scores are within 5 points, the Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide either clarifications of their Proposals or a request to present on specified criteria and scoring. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Interview questions and scoring may or may not be provided to the Proponent before the interview.

5.5 Litigation

In addition to any other provision of this RFP, the RMOW may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the RMOW, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the RMOW will consider whether the litigation is likely to affect the Proponent's ability to work with the RMOW, its Consultants and representatives, and whether the RMOW's experience with the Proponent indicates that there is a risk the RMOW will incur increased staff or legal costs in the administration of the Contract if it is awarded to the Proponent.

5.6 Consideration of Relevant Factors

The RMOW reserves the right to decline to select any Proponent which the RMOW, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to RMOW as

compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

5.7 Additional Information

The RMOW reserves the right to select the Proponent best suited for the project and intends to evaluate the proposal(s) as fairly.

The RMOW has disclaimed any intention to assume contractual or other obligations to Proponents during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds with one of the Proponents, or how it will evaluate proposals.

If a proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the RMOW may prepare a list of questions for the Proponent, to clarify or remedy the deficiencies. If, in the opinion of the RMOW, these clarifications and rectifications do not overcome the deficiencies, the RMOW, at its sole and absolute discretion, may decide to reject the proposal. The RMOW may contact any or all of the Proponents to seek further clarification and information before awarding the contract.

6 Form of Proposal

RFP Project Title: P117 – 2024 Smart, Secure Bike Parking Racks

RFP Reference No: P117 - 2024

Legal Name of Proponent:

Contact Person and Title:

Business Address:

Telephone:

E-Mail Address:

Dear Sir/Madam:

I/We, the undersigned duly authorized representative of the contractor, having received and carefully reviewed all of the Proposal documents, including the RFP and the following addenda:

(addenda, if any)

and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

I/We confirm that this proposal is accurate and true to best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime consultant” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the “prime consultant”, I/we will notify the RMOW immediately, and I/we will indemnify and hold the RMOW harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the RMOW in connection with any failure to so notify the RMOW.

This Proposal is submitted this _____ day of _____, 2024

I/We have the authority to bind the Proponent.

(Name of Proponent)

(Name of Proponent)

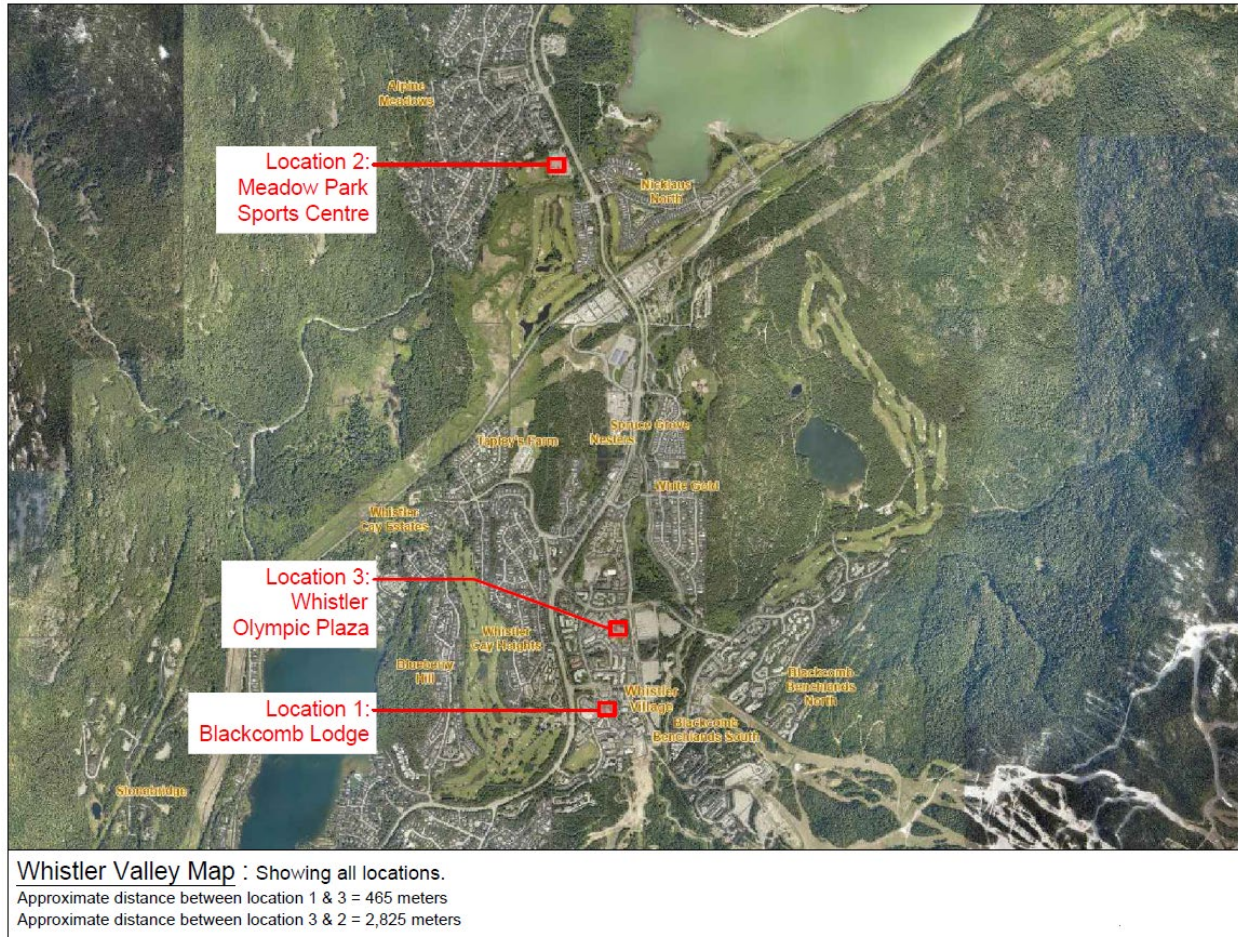
(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

7 Location and Site Maps





Location 1: Blackcomb Lodge.

Length A: 3.08 meters.
This measurement has been reduced from 4.08 to include a 1 meter fire hydrant setback - the minimum requirement.

Length B: 2.20

Minimum units: 5



Location 2: Meadow Park Sports Centre.

Length: 10 meters.

This length is to allow for Evo Evolve bike share "Parking Zone".

Minimum units: 10



Location 3: Whistler Olympic Plaza

Length: 10.10 meters.

Depth 11.80 meters.
This measurement has been reduced to include a 1 meter fire hydrant setback - the minimum requirement.

Minimum units: 10

8 RMOW License and Services Agreement Contract Template

LICENSE & SERVICE AGREEMENT

This License & Service Agreement (this “**Agreement**”) is dated May **xx**, 2024

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way, Whistler, BC V8E 0X5

Phone No.: 604-935-8307

Email: climatechange@whistler.ca

(“Licensor”)

- and -

COMPANY NAME

Company Address

Phone No.:

Email:

(“Licensee”)

WHEREAS:

- A. The Licensor is the registered owner of certain lands located throughout the Resort Municipality of Whistler (“RMOW”) as specifically detailed in Schedule “C” attached to this Agreement; and
- B. The Licensee is a British Columbia corporation that is in the business of providing smart, secure bike parking racks in locations in British Columbia; and
- C. The Licensor wishes to promote biking and e-biking in the RMOW as an alternative method of commuting and as a benefit to the residents and visitors of the Whistler community by offering smart, secure bike parking racks (“Secure Bike Parking Program”) in the RMOW; and
- D. The Licensor has accepted Licensee’s proposal to operate a Secure Bike Parking Program, at certain locations throughout the RMOW (the “Licensed Areas”); and

- E. The Licensor has agreed to grant to the Licensee a non-exclusive license to use the Licensed Areas to operate the Secure Bike Parking Program on the terms and conditions set out in this Agreement and as set forth in Schedule "A" (the "Services"), Schedule "B" (the "Operational Guidelines for Organizations on RMOW Owned Lands"), Schedule "C" (the "Licensed Areas"), and Schedule "D" (the "Use of RMOW Property"); and
- F. The Licensed Areas are being licensed to the Licensee for the sum of One Dollar (\$1) per year and terms.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) now paid by each of the parties to the other (the receipt and sufficiency whereof is hereby acknowledged), the parties do hereby agree as follows:

2. **LICENSE & SERVICES** - Licensor hereby grants to Licensee a non-exclusive, revocable (only in accordance with Section 15) license to use the Licensed Areas for the purpose of operating the Secure Bike Parking Program on the terms and conditions set out in this Agreement as set forth in Schedule "C" hereof (the "Licensed Areas").
3. **TERM** - The term of this Agreement shall be for the period from and including **start date** to **end date** (the "**Term**"), unless earlier terminated in accordance with this Agreement.
4. **RENEWAL** - The term of this Agreement may be renewed for two (2) additional one (1) year terms, from and including **renewal start date** to **renewal end date**, and, from and including **renewal start date** to **renewal end date**, with the same terms and conditions as this Agreement.
5. **USE** - The Licensed Areas shall be used by Licensee solely for the purpose of establishing certain smart, secure bike parking racks thereupon and operating the Secure Bike Parking Program, in accordance with this Agreement.
6. **COSTS** - Except as expressly set forth herein, all costs and expenses associated with the Secure Bike Parking Program, including without limitation those incurred with respect to the administration, design, assembly, installation, maintenance, repair, servicing, and disassembly of the bike parking racks, shall be borne entirely by Licensee.
7. **ACCESS** - Prior to installation and removal of the Licensees branded signage and equipment installed at the Parking Stations, Licensee will obtain Licensor's prior written approval, such approval not to be unreasonably withheld, conditioned, or delayed, as to the timing of such installation and removal, and Licensee agrees to use such service access facilities as are designated from time to time by Licensor during such times as Licensor approves from time-to-time.
8. **DATA** - Licensee will provide aggregated and anonymized data to the Licensor for each location monthly, including unique number of users, age and gender if available, total number of bike parking uses, average length of time parked, bike parking rack operational status summary, maintenance and incident report. Licensee shall also submit an annual summary of the monthly data reporting.

9. **LAWS, RULES AND REGULATIONS** - Licensee will do everything necessary to comply with all applicable laws, regulations and by-laws, including obtaining whatever municipal or other governmental approvals, licenses or permits as are needed to enable it to use the Licensed Areas to operate the Secure Bike Parking Program in accordance with this Agreement. Licensee will comply also with the directions and rules and regulations communicated to Licensee in writing and imposed by Licensor from time to time in relation to the Licensed Areas.
10. **WORK** - Except as set forth herein, or that is or has been otherwise agreed by the parties, Licensee acknowledges that Licensor is not required to do any work or alterations to the Licensed Areas in connection with Licensee's use thereof. At the expiration or early termination of the Term, Licensee shall vacate the Licensed Areas, leave in a clean and tidy condition.
11. **ALTERATIONS** - Licensor may, at any time and for any reason, make alterations to the Licensed Areas, including without limitation any shutdown, closure, renovation, modification or other change to the Licensed Areas or any parts thereof and shall use reasonable commercial efforts to provide written notice of such alterations to Licensee, provided however in the event of emergency, no notice shall be required. Licensee acknowledges that such alterations may alter or obstruct the Licensed Areas and that, subject to Licensor's satisfaction of its obligations above, no claim for compensation shall be made by Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by Licensor, provided that Licensee may terminate this Agreement immediately should it determine, acting reasonably, that such work unduly interferes with its operation of the Secure Bike Parking Program.
12. **LICENSEE INSURANCE** - Licensee shall, at its expense, obtain and maintain in force throughout the Term of this Agreement, and any extensions or renewals thereof, insurance in adequate amounts for all risks normally insured against by someone licensing property like the Licensed Areas and someone operating a program like the Secure Bike Parking Program. Without limiting the foregoing, such insurance shall include:
- (a) insurance upon property of every description and kind owned by Licensee or for which Licensee is responsible to the full replacement value thereof;
 - (b) Professional Liability Insurance in the amount of two million dollars (\$2,000,000) per occurrence;
 - (c) Comprehensive General Liability Insurance on an "occurrence basis" with inclusive limits of five million dollars (\$5,000,000.00), including personal and bodily injury, property damage, contractual liability and contingent employer's liability. Such policies shall contain a cross-liability clause, a severability of interest clause, and shall be primary; and,
 - (d) workers' compensation insurance.

All required insurance policies shall be in form and with insurers acceptable to Licensor. Licensee shall provide Licensor with a certificate of insurance and such further evidence of satisfactory insurance as Licensor may determine. The policy under subparagraph (b) above shall name Licensor and any persons, firms, or corporations as Licensor may reasonably require, as additional insureds. All policies shall contain a waiver of any rights of subrogation against Licensor and each of the Licensor's Related Parties (as defined below). Licensee agrees to

provide Licensor written notice of any material change to any of the above noted insurance requirements.

Additional insureds:

- (i) Resort Municipality of Whistler, 4325 Blackcomb Way, Whistler BC, V8E 0X5

13. **RELEASE AND INDEMNITY**

- (a) **Indemnity.** Each party (the “**Indemnifying Party**”) will defend, indemnify, and hold harmless the other party and their respective affiliates and their respective elected officials, directors, officers, shareholders, employees, shareholder agents, suppliers, lessors, contractors, representatives, advisors, successors and assignees (their “**Related Parties**”) (each, an “**Indemnified Party**”) from and against any and all losses, costs, expenses (including reasonable legal expenses), claims, actions, penalties, fines, complaints, demands, causes of action, encumbrances, proceedings, damages, and liabilities including but not limited to those in respect of those in connection with loss of life, personal injury or damage to property whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal arising from or out of any party’s or their Related Parties performance under this Agreement (collectively, “**Claims**”) arising from or out of any act or omission of the Indemnifying Party or any of its Related Parties which constitutes: (i) a failure to discharge an obligation of Indemnified Party under this Agreement; (ii) violations of applicable law; or (iii) gross negligence, fraud, willful misconduct. If the Indemnified Party, through no fault of its own, will be made a party to any litigation commenced by or against the Indemnifying Party in respect of the foregoing, the Indemnifying Party will protect and hold harmless the Indemnified Party and will pay all costs, expenses and reasonable legal fees incurred or paid by the Indemnified Party in connection with such litigation. The Indemnified Party may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Indemnifying Party is expressly required to indemnify the Indemnified Party under this Agreement. Alternatively, the Indemnified Party, in its sole discretion, may require the Indemnifying Party to assume carriage of and responsibility for all or any part of such litigation or discussions.
- (b) **Mutual Exclusion of Liability.** Except for a Claim that is subject to an indemnity set out in Section 11(a) above, in no event will either party or its Related Parties be liable for any Claims made by the other party for any special, indirect, aggravated, exemplary, incidental, punitive or consequential damages of whatsoever kind and howsoever arising, or any damages for loss of business opportunities, profits, revenues, savings, or goodwill, in each case whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such party, and whether or not any limited remedy specified in this Agreement is deemed to have failed of its essential purpose.
- (c) **Release in favour of Licensor.** Except for a Claim that is subject to an indemnity set out in Section 11(a) above, and to the fullest extent permitted by law, Licensee hereby unconditionally, irrevocably, and forever releases and discharges Licensor and its Related Parties from any and all present and future Claims that Licensee and its Related Parties may have, whether known or unknown, suspected or unsuspected, asserted or unasserted, arising out of Licensor’s failure to discharge an obligation it holds under this Agreement

- (d) **Release in favour of Licensee.** Except for a Claim that is subject to an indemnity set out in Section 11(a) above, and to the fullest extent permitted by law, Licensor hereby unconditionally, irrevocably, and forever releases and discharges Licensee and its Related Parties from any and all present and future Claims that Licensor or any of its Related Parties may have, whether known or unknown, suspected or unsuspected, asserted or unasserted, arising out of or related to: (i) failure to discharge an obligation it holds under this Agreement. (ii) any error or omission in the operation or management of any part of the Licensee Account or Licensee Program.
- (e) **Direct Damages Limitation.** Except for a Claim that is subject to an indemnity set out in Section 11(a)(iii) above, in no event will either party's aggregate liability for direct damages under this Agreement exceed \$50,000. In addition, each party's aggregate liability for direct damages under this Agreement will not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.
- (f) **Survival.** This Section 12 will not be prejudiced by and will survive the expiry or earlier termination of this Agreement.
14. **HAZARDOUS MATERIALS** - Licensee shall not keep, use or store in or upon the Licensed Areas any article which may be prohibited by hazardous materials legislation.
15. **REMOVAL AND RESTORATION** - Licensee will remove, at its own cost and expense, on termination or expiry of this Agreement, all of Licensee's property from the Licensed Areas, including without limitation the secure bike parking racks, and will repair any damage caused to the Licensed Areas upon removal thereof.
16. **TERMINATION** - Notwithstanding anything to the contrary in this Agreement:
- (a) either party may terminate this Agreement immediately if the other party breaches a material term of this Agreement (provided that the non-breaching party has given the other party written notice of such breach and no less than ten (10) business days to cure such breach).
- (b) Licensor may immediately terminate this Agreement upon written notice if Licensee: (a) is bankrupt, insolvent, or unable to discharge its liabilities as they become due; (b) commences, maintains or is subject to any proceedings for the benefit of insolvent debtors or for protection from its creditors or relating to its liquidation, dissolution or winding-up or insolvency or the appointment of a receiver, receiver-manager or similar officer or custodian for such party or all or any material part of its assets or business; (c) makes an assignment for the benefit of all or substantially all of its creditors; (d) suspends or ceases, or threatens to suspend or cease, to carry on its business in the normal course; or (e) is subject to any liquidation, winding-up or dissolution.
- (c) Licensee may, upon 60 days' written notice to Licensor, terminate this Agreement if it determines, acting responsibly, that the commercial viability of the Secure Bike Parking Program is no longer sufficient.
17. **ASSIGNMENT & AMENDMENT** – The Licensee shall not assign or transfer this Agreement, (which includes a mortgage, charge or debenture (floating or otherwise) or other encumbrance of this Agreement or the Licensed Areas), without the consent of the Licensor, which consent may be

unreasonably or arbitrarily withheld. This Agreement cannot be amended except by mutual Agreement of the parties hereto.

18. **ENTIRE AGREEMENT** - There are no provisions or understandings concerning this Agreement which are not included in writing in this Agreement or any of the schedules attached hereto.
19. **NOTICE** - Notices, demands, requests or other instruments under this Agreement will be considered to be effectively given on the date it is delivered in person or 72 hours following the date it is sent by registered mail postage prepaid to:
- (i) Licensee at:
- COMPANY NAME**
- Company address**
- Phone No.**
- Email:**
- and
- (ii) to Licensor at:
- 4325 Blackcomb Way, Whistler, B.C.V8E 0X5**
Attention: Corporate Officer
Email: corporate@whistler.ca; cc: climatechange@whistler.ca
20. **FORCE MAJEURE** - Despite anything contained in this Agreement to the contrary, if Licensor or Licensee is, in good faith, delayed or prevented from doing anything required by this Agreement because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed, the doing of the thing is excused for the period of the delay and the party delayed will do what was delayed or prevented within the appropriate period after the delay.
21. **RELATIONSHIP & OWNERSHIP** - Nothing contained in this Agreement or as a result of any acts of the parties hereto will be deemed to create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the parties. Licensee acknowledges and agrees it has no ownership interest or legal right to the Licensed Areas, other than as licensee pursuant to the terms of this Agreement.
22. **REGISTRATION** - Licensee shall not register this Agreement or any notice of it against the lands or any of the Licensed Areas.
23. **SUSTAINABILITY** - Without limiting any other requirement set out in this Agreement, Licensee shall, at no additional cost to Licensor, perform its covenants under this Agreement in an environmentally and socially responsible manner, endeavoring to minimize the negative environmental and social impact wherever possible, including in respect of energy and water conservation, waste reduction, protection of land, air and water quality, acquisition and disposal of

materials, use of labour and obtaining permits and as otherwise may be set out in this Agreement, and shall comply with the reasonable requirements of Licensor in this regard.

24. **ENUREMENT** - The provisions of this Agreement enure to the benefit of and are binding upon the parties hereto, the successors and assigns of Licensor and the permitted successors and permitted assigns of Licensee.
25. **HEADINGS** - The section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.
26. **COUNTERPARTS** - This Agreement may be executed in any number of counterparts and such counterparts together will constitute one and the same agreement.
27. **SURVIVAL** – Notwithstanding any other provision of this Agreement, those provisions of this Agreement that by their nature ought to survive any expiration or termination of this Agreement, and all other provisions necessary to their interpretation or enforcement, will so survive and will remain in full force and effect and be binding upon the parties as applicable.
28. **REMEDIES CUMULATIVE** - The remedies of the parties set out in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, this Agreement, any other agreement between the parties or otherwise.
29. **WAIVER** - No waiver will be inferred from or implied by any failure to act or delay in acting and no waiver will operate as a waiver in respect of any continuing or subsequent default, breach or non-compliance, whether of the same or any other nature.
30. **PUBLICITY** - The parties hereby mutually consent to one another issuing a press release or similar public announcement disclosing the existence and general purpose of this Agreement provided that no specific business or other confidential information are disclosed in such public announcement and further provided that such public announcement is or has previously been mutually agreed to by both parties, acting reasonably. In accordance with the above, each party consents to permit the other party to display one another's business name and trademark in the public announcement, on a party's website, or in any investor pitch decks or related materials, as is or has previously been mutually agreed to.
31. **GOVERNING LAW** – This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and federal laws of Canada applicable therein. All claims, issues, disputes and controversies arising in connection with or out of this Agreement will be adjudicated in the courts competent jurisdiction in the City of Vancouver, British Columbia, which will have exclusive jurisdiction with respect to all matters arising hereunder.
32. **NON-DEROGATION** – Without in any way limiting Licensor's responsibility to discharge the obligations it holds under this Agreement, the parties acknowledge that nothing in this Agreement shall limit, fetter or impact Licensor's exercise of any decision making power under an enactment to British Columbia or a municipal bylaw of the Licensor.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

COMPANY NAME

RESORT MUNICIPALITY OF WHISTLER

Name:

Title:

Date:

Name:

Title:

Date:

SCHEDULE "A"

SERVICES

The Services will consist generally of certain permissions and services in support of the Smart, Secure Bike Parking Program, as stipulated in the Licensee's Request for Proposal (RFP) submission:

Schedule “B”

Operational Guidelines for Organizations on RMOW Owned Lands

Operations and Maintenance

1. Administration

- (a) Administration of day to day management of the licensed area will be the responsibility of the Licensee where day to day operations include scheduling and controlling access and any applicable licenses, general tidiness and neatness of the equipment.

2. License Area Maintenance

- (a) Wildlife:
- The Licensee will make commercially reasonable efforts to adhere to guidelines to mitigate against human-bear interactions published by the Get Bear Smart Society.
 - The Licensee and its employees will adhere to regulations contained in the RMOW Garbage
 - Disposal and Wildlife Attractants Bylaw No. 1861 (2008).
 - In the event that bear conflicts occur at the licensed area, the Licensee must cooperate with and abide by the directions of the Conservation Officer Service.
- (b) The Licensee will adhere to RMOW water conservation policies.
- (c) Recyclables and refuse will be disposed of in accordance to the RMOW's Waste Management Guidelines.
- (d) The Licensee is responsible for ensuring that the License Area is maintained according to these standards.
- (e) The Licensee will gain prior written consent from the RMOW for any permitted construction, upgrades, works or improvements.
- (f) The RMOW assumes no responsibility for interruption to hydro, water, sanitary or any other service provided or implied, however such incidences observed by the Licensee must be reported to the RMOW in a timely manner.
- (g) The Licensee agrees that all activities and practices shall comply with all RMOW policies and Bylaws.

3. Accounting, Records and Reporting

Appropriate members of the Licensee and the RMOW will meet on an annual basis to discuss the operation of the licensed area and to update the RMOW as to the financial circumstances of the Licensee as required.

Schedule "C"
LICENSED AREAS

Details of the Licensed Areas for smart, secure bike parking rack locations are as outlined in Section 7 of RFP-P117-2024, unless otherwise mutually determined by the Parties in writing.

The number of secure bike parking rack locations is three (3) on RMOW property.

The Licensor and Licensee are aware additional secure bike parking rack locations on RMOW property will be utilized with the same terms and conditions as those set out within the current annual agreement.

The fee for secure bike parking rack locations shall be one dollar (\$1) per year on RMOW Property.



The Resort Municipality of Whistler

Host Mountain Resort
2010 Olympic and Paralympic
Winter Games

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