

METROLINX
PARTNERSHIP SOLICITATION
EXPRESSION OF INTEREST
STATION VENDING/MOBILE RETAIL
PARTNERSHIP OPPORTUNITY
Potential Partner Benefits and Evaluation Framework

Table of Contents

1	Introduction Of Opporntnity	Error! Bookmark not defined.
2	Proposal Requirements	4
3	Standard Licensing Terms	4
4	Selection Process.....	5
5	Evaluation Framework - Proposal Guidelines.....	6
6	Station Vending Partnership Opportunity Partner Benefits.....	8
7	Station Vending Partnership Opportunity Development Process	9
8	Appendix "A" - Terms and Conditions.....	Error! Bookmark not defined. 1
9	Appendix "B" - Term Sheet	Error! Bookmark not defined. 8
10	Submission Form.....	22
11	Appendix "C" - Station List.....	25

Introduction of Opportunity

Metrolinx is an agency of the Government of Ontario, overseeing GO Transit, PRESTO, and UP Express. Metrolinx's GO Transit service serves a population of more than 7 million people throughout the Greater Toronto and Hamilton area (GTHA). Metrolinx owns approximately 300 kilometers of rail corridor spanning across the GTHA, as well as over 60 GO Train Station properties.

Metrolinx is focused on providing first-rate service to our customers. One of our core values is to "serve with passion," and one way we plan on doing that is by offering our customers high quality products and services at our GO and UP Express transit stations and facilities (e.g. GO Bus Park and Ride).

Metrolinx is seeking vending and mobile retail partners to elevate the experience for current and future GO Transit and UP Express riders looking for convenient options for purchasing products and services with an enjoyable experience through the installation and operation of vending or mobile retail solutions on our properties. Metrolinx is looking for partners to compliment the customer's journey and will consider proposals for solutions in various locations throughout Metrolinx properties such as inside/outside of stations, platforms, tunnels, parking lots, etc.

Metrolinx will be evaluating and ranking each partner proposal on the evaluation criteria found within this Expression of Interest (EOI) on a station by station basis.

Proposals will be categorized by the type of products and or services included within the vending or mobile solution (e.g. coffee/hot beverages, snacks, cold beverages, confectionary, grab and go foods, Personal Protective Equipment (PPE), convenience, electronics, general (variety of products), and/or others.

GO Stations vary in size, available space, ridership, and electrical capacity resulting in the number of vending machines/solutions available at each location to be variable. Metrolinx reserves the right to determine which category of vending solution will be prioritized at each specific station. Please note station building hours vary station by station and may change at any time.

Metrolinx Station Partnership Opportunity Objectives

- To identify partners that will be able to offer our customers quality products and services through easy to use, modern machines.
- To offer automated retail solutions/mobile retail at all Metrolinx properties.
- To generate additional non-fare revenue through this partnership.

Proposal Requirements

Proposals must specifically address each of the following items within the term sheet provided in Appendix B: Station Vending and Mobile Retail Partnership Opportunity Proposal Term Sheet. Note that only documents included with the Term Sheet will be considered, however, proponents may include supplemental documents that support or provide more clarity to Term Sheet responses. Although the terms listed below are required as a part of the submission, only those included in the Evaluation Criteria will be included in the overall score of the Proponents' submission.

Please submit individual Term Sheets for each vending or mobile retail category you are sending in a proposal for (e.g. one Term Sheet for Cold Beverages, one Term Sheet for Snacks, one Term Sheet for Convenience, etc.). If the solution is a "General" or "Convenience" category (which will provide a selection of products in a variety of categories), then please use "General" or "Convenience" for the single Term Sheet.

1) Locations

- Proposals must identify the specific station location and the number of machines/solutions proposed at each station.

2) Specifications

- Proposals must include specifications (e.g. dimensions, space requirements for their solution, etc.) of the proposed solution(s).

Standard Licensing Terms

Proponents should take the following terms into account when preparing their proposal(s):

- Revenue Share
 - The percentage fee will be calculated against the annual gross revenue less value-add tax (such as HST). For greater certainty, proponents will not be permitted to deduct additional fees or expenses including but not limited to commissions, re-stocking, or advertising expenses.
- Third Party Advertising
 - Proponents are not permitted to have any third-party advertising (digital or static) on any vending or mobile retail infrastructure. For greater clarity, this would not include branding of the machine with the dominant manufacturer or seller of the products, goods, or services in the vending solution.
- Permits
 - The successful proponents shall obtain all necessary permits required per location including all municipal permits, if required.

- Construction and Maintenance Cost
 - Successful proponents shall be solely responsible and shall bear all costs associated with the installation, operation, and maintenance of the vending/mobile retail solutions. This includes any requirements (e.g. power, data, etc.) to operate the solutions.
 - Successful proponents shall also be responsible for providing and paying for all ongoing maintenance (including replacement costs) and utilities for each vending/mobile retail solution, along with any transaction fees for debit/credit/Moneris.

5) Exclusivities

- Metrolinx will not be able to consider any proposals from vendors that wish to have a vending machine/mobile retail unit exclusively selling full offerings of beauty items, health items and pharma category items. However, a selection of items under the "General" or "Convenience" category (which will provide a selection of products in a variety of categories) is permitted.

Selection Process

Proposals will be evaluated based on five (5) areas of focus: Financial Model, Customer Value & Experience, Service Commitment, Fit, and Qualifications & Experience, all as detailed under the heading "Evaluation Criteria".

Note that proposals for multiple stations will be evaluated separately for each station as some criteria (e.g. fit) will need to be assessed on a per station basis. Proponents may submit more than one proposal for each station if they would like to be considered for more than one category at that station. Only one proposal is required per category.

Note as well that the highest scoring proposal for an individual station may not be awarded that station if a different proponent has included such station in a proposal for multiple stations and the aggregate value of this multiple-station proposal exceeds the best alternative to this multiple-station proposal across the various stations.

Assuming that the station has not been awarded to a multiple-station proposal and there is only one spot available at that station, then Metrolinx will approach the highest-ranked proponent for that station in order to negotiate a vending spot. If there are multiple spots at a station, Metrolinx will select the combination of proponents that give rise to the highest aggregated value (which means, for greater certainty, that Metrolinx may skip over other proponents if, in Metrolinx's sole discretion, there is overlap and it would not make sense to include both (for example, if there were two spots and the top three proponents were beverage solution A, then beverage solution B, then food solution C, Metrolinx may award the

two spots to A and C)). If there are multiple locations at a station (e.g. in the station building entrance by parking lot 1, in the station building entrance by parking lot 2) then Metrolinx will determine if a duplicate location is beneficial. Metrolinx reserves the right, in its sole discretion, to determine whether duplicates are appropriate and, if there are sufficient spots, the right to decide that duplicates would be appropriate for some categories and not others.

Metrolinx reserves the right to enter in negotiations with one or more proponents for various stations throughout the network. Metrolinx may ultimately sign agreements with multiple proponents for the same station, however Metrolinx reserves the right to limit, if it so chooses, multiple proponents within the same product or service category at the same site. Metrolinx will determine locations (e.g. inside building, outside building) for vending machines/mobile retail solutions based on proposals. Proponents will need to advise if their machines/mobile retail solution can operate outside.

Metrolinx reserves the right to dedicate a space at any Metrolinx property for a partner that supports the public good (e.g. Not-for-profit, Government, Municipalities, etc.).

Evaluation Framework - Proposal Guidelines

The guidelines below are intended to assist Proponents in preparing their Proposals. Metrolinx will take into consideration the degree of fit with the elements outlined in more detail below. Please ensure that you answer all questions outlined in the Proposal and complete the Term Sheet.

If Metrolinx and the Proponent for any vending category cannot complete negotiations and execute a satisfactory Station Vending / Mobile Retail Partnership Opportunity Agreement in Metrolinx's sole discretion, Metrolinx may discontinue negotiations with such Proponent.

Metrolinx can select multiple vending partners for the Station Vending / Mobile Retail Partnership Agreement based on the type/category of vending solution required. Exclusivity within a category may be considered on a station by station or network basis.

Category of Evaluation & Point Allocation	Elements
Financial Model, (up to 35 Points)	<ul style="list-style-type: none"> • Guaranteed base rent each month/year. • Percentage of gross sales each month/year. • Please forecast projected revenue per month/year. Please showcase your formula, assumptions, and rationale (e.g. based on history). Assume ridership using 2019 data (which Metrolinx will provide) • Additional rent (e.g. operating/utilities usage).

	<ul style="list-style-type: none"> • Category Exclusivity Fee (if applicable). • Annual marketing commitment of the partner to invest in the promotion of the vending program on Metrolinx owned advertising assets at Stations or Fleet. • Outline any costs being covered by partner and or costs being requested of Metrolinx to absorb.
Customer Value & Experience (up to 25 points):	<ul style="list-style-type: none"> • Detail any value-add services or innovative concepts that your company can provide that may complement or enhance our requirements (e.g. self-cleaning). • Outline method of payments that are accepted. Describe how payment can be made (cashless options being preferred). • Highlight speed of service (including any digital tools/mobile apps that allow for ordering in advance). • Proposed machine quantity and number of station locations. • Proposed selection of products, quantities, and percentage of various products within the solution. • Proposed pricing of products.
Service Commitment (up to 15 points)	<ul style="list-style-type: none"> • Outline your installation plan of the machines across the stations you are interested in. • Describe your service team (e.g. number of reps, where they are located, etc.). • What is your servicing plan? Outline the frequency of visits to sites. • Describe security features in place which may reduce/deter vandalism (e.g. security cameras on machines, lighting on machines, etc.). Indicate how Sales data (showing daily sales-broken out) will be shared monthly with Metrolinx e.g. sales by hour, number of orders per hour, average sale by hour, % of sale by hour, etc. • Outline how you will collect, access and provide the data sets (about general customer insights) and if they will be shared with Metrolinx (including, but not limited to, satisfaction, loyalty, etc.). • Data will be anonymized and would not contain any information that would identify an individual.
Fit (Up to 15 points)	<ul style="list-style-type: none"> • How does your service complement the existing neighbourhood? How does it align with the area and its needs? • Showcase how your offering is aligned to the station location (e.g. no food/beverage options nearby) • Provide examples that showcase your reputation in the industry. • Highlight how your service can tie into the demographics of the area and serve their requests.

Qualifications and Experience (up to 10 points)	<ul style="list-style-type: none"> Quantity and location of current vending machines (automated retail) and or other retail offerings being managed/operated/owned. Showcase your experience (number of years operating, number of machines in North America, current contracts, etc.)
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Station Vending / Mobile Retail Partnership Opportunity Partner Benefits

Below is a list of benefits that are potentially available subject to each specific station as part of an agreement with the successful partner(s), subject to availability. Benefits can be customized to meet partner objectives. The specific terms of such partnership would be set out in an agreement between Metrolinx and the partner based on the selected station.

Evaluation of potential partnerships within the Station Vending / Mobile Retail Partnership Opportunity will be based on the criteria outlined in the Evaluation Framework - Proposal Guidelines above.

Once a Non-Disclosure Agreement (“**NDA**”) is signed, the specific assets (e.g. drawings) and information packages for the GO station of interest (e.g. demographics) will be shared.

We are committed to working together to create mutually beneficial partnerships that will meet shared objectives, such as increase revenue, increase market share for our partners, and provide a shared positive customer experience.

Station Vending Partnership Opportunity Benefits Framework

General Rights and Benefits of Association	<ul style="list-style-type: none"> Right to use GO Transit brand, trademark, logo, imagery, etc., in marketing & promotions with all creative to be approved by Metrolinx prior to posting.
Market Opportunity	<ul style="list-style-type: none"> Potential access to 64 stations, 80 trains, 500 buses across 11,000 km, servicing 73 million boardings per year (pre-Covid-19 ridership)
Experiential Opportunities	<ul style="list-style-type: none"> Opportunity to activate experiences and promotions on-station property e.g. in station, outside station, or parking lots (restricted times), pending approval from Metrolinx.
On-Site Exposure and Recognition	<ul style="list-style-type: none"> Access to on-site advertising and signage assets throughout station (at partner’s own cost).
Business Opportunities	<ul style="list-style-type: none"> Enhance visibility and strengthen reputation by partnering with a brand that shares customer experience priorities, consumer safety values and highlights community involvement through the partnership.

	<ul style="list-style-type: none"> • Possible cross-promotion with existing partnership opportunities (such as PRESTO Perks) to develop a new or improved customer experience if applicable. • Create station-specific opportunities that support shared business objectives for both the partner and Metrolinx.
Marketing Support	<ul style="list-style-type: none"> • Metrolinx may support the partnership by sharing news, updates and messages through station announcements, on-train announcements when possible, and On the GO Email alerts. • When possible, Metrolinx may help increase customer awareness by placing messages on passenger information boards (which display train times) and may place a vendor call-out on station webpages.
Other	<ul style="list-style-type: none"> • As mutually agreed upon.

*Certain restrictions may apply to benefits outlined above.

Station Vending / Mobile Retail Partnership Opportunity Development Process

Outlined below are key documents and dates for participating in this partnership solicitation (the "**Solicitation**") for the Station Vending / Mobile Retail Partnership Opportunity.

Key Documents:

- i. this solicitation document setting out the potential partner benefits and evaluation framework (the "**Solicitation Document**");
- ii. Appendix "A" - Terms and Conditions (the "**Terms and Conditions**") describing the process and the terms and conditions that apply to the Solicitation;
- iii. Appendix "B" - Term Sheet (the "**Term Sheet**") to be completed and submitted by each Proponent interested in the Partnership Opportunity; and
- iv. Submission Form (the "**Submission Form**", together with the Term Sheet, the "**Proposal**").

Key Dates (all times EST):

1. **Friday, May 21, 2021:** Solicitation Document including the Terms and Conditions, Term Sheet, Submission Form and any and all addendums there to (collectively, the "**Solicitation Documents**") issued to potential partnership participants and published on Metrolinx MERX at <https://www.metrolinx.merx.com/> and on the Metrolinx website at http://www.metrolinx.com/en/aboutus/commercialopportunities/commercialopportunities_spon.aspx.
2. **Tuesday, May 25, 2021:** Begin Scheduling One-on-One meetings with interested parties, to be held over the phone, for those that wish to have further discussion. These meetings are optional.
 - Conflict of Interest form and Non-Disclosure Agreement ("**NDA**") due to Metrolinx at time of meeting, which should be emailed to Jessica Greisman at Jessica.Greisman@metrolinx.com.
 - Each interested party is also provided an opportunity for in-person site visits at

each GO station of interest where teams can view the allotted space, mechanical room, comms room, and electrical room, etc. subject to availability and restrictions. Please note that depending on the state of the station, full personal protective equipment ("PPE") must be worn in certain areas.

3. **Wednesday, July 14, 2021**: Deadline for Proponents to submit questions to Metrolinx.
4. **Friday, July 23, 2021**: All answers will be issued to Proponents on MERX.
5. **Friday, August 6, 2021**: Deadline for draft submission of Proposals to Metrolinx.
6. **Friday, August 20, 2021**: Metrolinx to provide questions and comments (if necessary) to Proponents.
7. **Friday, September 10, 2021**: Deadline for final submission of Proposals to Metrolinx.
8. **Tuesday, October 12, 2021**: Selection of Proponents and Negotiations begin

The timetable above is tentative only, and may be changed by Metrolinx at any time, at Metrolinx's sole discretion.

Metrolinx reserves the right to not proceed with a Proponent or plan if that business does not meet Metrolinx's business objectives.

Appendix “A” - Terms and Conditions

Below sets out the Terms and Conditions applicable to the process of obtaining a Proponent for the opportunity described in the Solicitation Document.

PART 1: THE SOLICITATION PROCESS

1.1 The Solicitation Process

The Solicitation process will include the following steps:

(a) **Solicitation Issued on MERX**

The Solicitation will be posted on MERX on **Friday, May 21, 2021 at 9:00 Toronto Time**.

(b) **Metrolinx will host one-on-one meetings with Proponents**

Starting on **Tuesday, May 25, 2021 at 9:00 Toronto Time**, Metrolinx will schedule one-on-one discovery meetings with interested Proponents with meetings taking place **until Wednesday, July 14, 2021 16:00 Toronto Time**. Meetings will be held via Microsoft Teams for those Proponents that wish to have a further discussion regarding the Partnership Opportunity. These meetings are optional and can be held over the phone if requested. Proponents participating in the discovery meetings will be asked to sign a Non-Disclosure Agreement and a Conflict of Interest form prior to the beginning of the meeting.

(c) **Questions from Proponents**

Proponents may submit questions with respect to the Partnership Opportunity until 16:00, Toronto time on **Wednesday, July 14, 2021**. All questions and communications of any sort with respect to this Partnership Opportunity are to be in writing and directed only to the contact person identified below (the “**Solicitation Contact**”).

Jessica Greisman	
E-mail:	Jessica.Greisman@metrolinx.com

Information regarding the Partnership Opportunity, whether provided by the Solicitation Contact, or from any other source, whether verbally or in writing, shall be considered informal and Metrolinx shall not be bound by, or liable for, any such information unless the information is incorporated into a written addendum.

(d) **Submission of Term Sheets**

Draft Proposals must be submitted in the form of a completed Term Sheet (provided by Metrolinx) and Submission Form in accordance with the instructions set out in Part 2 of these Terms and Conditions, no later than **Friday, August 6, 2021 at 16:00 Toronto Time**

Final Term Sheets must be submitted by Friday, September 10, 2021 at 16:00 Toronto Time.

(e) **Evaluation of Term Sheets**

Term Sheets will be evaluated by Metrolinx for each proposal in each station.

(f) **Ranking and Selection of Proponents**

Based on the evaluation of the Term Sheets, Metrolinx intends to invite certain Proponent(s) as set out under the heading “Selection Process” in the Solicitation Document in order to enter negotiations beginning **Tuesday, October 12, 2021 at 9:00 Toronto Time** in accordance with the timeframe set out in Section 3.4 of these Terms and Conditions.

(g) Negotiation of Station Vending Partnership Opportunity

Metrolinx and the selected Proponent(s) will negotiate the final terms of the Vending Agreement in accordance with the negotiation process as described in Section 3.2-3.5 of these Terms and Conditions.

(h) Execution of Partnership Agreement

Metrolinx and the successful Proponent(s) will execute the final Vending Agreement. There will be no legally binding relationship created between Metrolinx and any Proponent prior to the execution of a written agreement.

1.2 Addenda

In the event that Metrolinx determines, in its sole discretion, that clarification of or revisions to the Solicitation Documents are required, all such clarifications or revisions shall be communicated to all Proponents by written addenda. Each addendum shall become part of the Solicitation Documents. Such addenda may contain important information, including significant changes to the Solicitation Documents.

It is the Proponent’s responsibility to obtain all addenda issued. Information concerning the number of addenda issued and the date of issue of the most recent addendum can be obtained by contacting the Solicitation Contact identified in Section 1.1(c) of these Terms and Conditions. The Proponent, when ascertaining if copies of all addenda issued have been received, shall be responsible for allowing sufficient time prior to the Closing Date (as defined in Section 2.2 below) to receive any missing addenda and to review and allow for the contents thereof in the Proposal to be submitted. The Proponent should confirm its receipt of all addenda by listing the number of each addendum in the space provided in the Submission Form.

PART 2: TERM SHEET PROPOSALS

2.1 Preparation of Term Sheet Proposals

- (a) Proposals must be submitted in the form of a completed term sheet (the “**Term Sheet**”), attached as Appendix “B” to the Potential Partner Benefits and Evaluation Framework document.
- (b) Term Sheets must include a fully completed Submission Form with a signature of an authorized signatory of the Proponent.
- (c) The entire content of the Proponent’s Term Sheet shall be submitted in writing, and the content of websites or other external documents referred to in the Term Sheet will not be considered for evaluation unless submitted in hard copy as an attachment to the Term Sheet.

2.2 Instructions for Submission of Proposal

- (a) Draft Proposals, if submitted, must be emailed to the Solicitation Contact at **Jessica.Greisman@metrolinx.com** and received by **Friday, August 6, 2021 at 16:00 Toronto Time**. Final Proposals must be emailed to the Solicitation Contact at **Jessica.Greisman@metrolinx.com** and received by **Friday, September 10, 2021 at 16:00 Toronto Time** (the “**Closing Date**”) as recorded by the time stamp of the email received by the Solicitation Contact on the Closing Date. Notwithstanding the above, Metrolinx reserves the right to postpone the Closing Date, at which time all potential Proponents will be advised of the new Closing Date by way of Addenda.

PART 3: EVALUATION

3.1 Evaluation Team

A Metrolinx evaluation team (the “**Evaluation Team**”) will evaluate the Term Sheets. The evaluations will be conducted using the evaluation framework set out in this Solicitation Document. Metrolinx reserves the right to have a third-party or third parties (each of which will be subject to confidentiality obligations, as described in Section 4.15 of these Terms and Conditions) review the Term Sheets or any part thereof, to support and advise the Evaluation Team as necessary.

3.2 Selection of Proponent for Negotiation of Partnership Agreement

After Metrolinx has evaluated the Term Sheets, Metrolinx will invite certain Proponent(s) as set out under the heading “Selection Process” in the Solicitation Document to enter into negotiations for the Vending Agreement.

If Metrolinx and a Proponent cannot complete negotiations and execute a satisfactory Vending Agreement in Metrolinx’s sole discretion, Metrolinx may discontinue negotiations with such Proponent and invite a different Proponent to enter into replacement negotiations. This process shall continue until a Vending Agreement is formalized for that opportunity, there are no more Proponents remaining that are eligible for negotiations or until Metrolinx elects to cancel the Solicitation process.

Selection of Proponent(s) to enter into negotiations will not constitute a legally binding offer to enter into a contract or lease on the part of Metrolinx or the Proponent(s). There will be no legally binding relationship created with any Proponent(s) prior to the execution of a written agreement.

3.3 Negotiation of Station Vending Partnership Opportunity

The selected Proponent(s) and Metrolinx will enter into negotiations to finalize the Vending Agreement including the compensation model and the Proponent’s contribution, the terms of payment and commitments with respect to performance and timelines.

3.4 Timeframe for Negotiations

Metrolinx intends to conclude negotiations with each Proponent in less than sixty (60) days commencing from the date Metrolinx invites such Proponent to enter negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

3.5 Failure to Enter into Agreement

With a view to expediting contract negotiations, if the parties cannot execute a Vending Agreement within ninety (90) days, Metrolinx may, in its sole discretion, discontinue further negotiations with such Proponent and/or invite other Proponent(s) to enter into concurrent or replacement negotiations. This process shall continue until a Vending Agreement is formalized, until there are no more Proponents remaining that are eligible for negotiations or until Metrolinx elects to cancel the Solicitation process.

PART 4 – SOLICITATION PROCESS TERMS AND CONDITIONS

4.1 Metrolinx’s Information in Solicitation Only an Estimate

Metrolinx and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the Solicitation Documents or issued by way of addenda. Any quantities shown or data contained in the Solicitation Documents or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general nature of the opportunity. It is the Proponent’s

responsibility to avail itself of all the necessary information to prepare a Proposal in response to the Solicitation Documents.

4.2 Investigation by Proponents

The Proponents shall examine carefully all documents comprising the Partnership Opportunity and shall make investigations necessary to inform themselves thoroughly as to the character and magnitude of the services.

It is the responsibility of each Proponent to seek clarification from the Solicitation Contact on any matter it considers to be unclear. Metrolinx shall not be responsible for any misunderstanding on the part of the Proponent concerning the Solicitation or its process.

4.3 Proponents Shall Bear Their Own Costs

Each Proponent shall bear all costs associated with or incurred in connection with its participation in the Solicitation process, including, but not limited to, preparation and submission of its Proposal and preparation for and participation in presentations, interviews and negotiations.

4.4 Procurement Process Non-binding - No Contract A and No Claims

The Solicitation process is not intended to create and shall not create a formal legally binding bidding process. For greater certainty and without limitation: (a) the Opportunity shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor Metrolinx shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the Partnership Opportunity.

4.5 No Contract until Execution of Written Agreement

The Solicitation process is intended to identify a prospective partner for the purposes of negotiating a potential Vending Agreement. No legal relationship or obligation regarding the potential partnership shall be created between the Proponent and Metrolinx by the Solicitation process until the successful negotiation and execution of a written Vending Agreement.

4.6 Rights of Metrolinx

Metrolinx may, in its sole discretion and without liability:

- (a) accept or reject any or all Term Sheets received in whole or in part;
- (b) not proceed with all or any part of the Partnership Opportunity;
- (c) cancel or amend the Solicitation process at any time for any reason and, at its option, issue a new Solicitation for the same or similar services;
- (d) cancel any acceptance of a Term Sheet or selection of a Proponent prior to the final execution of a written Partnership Agreement by Metrolinx;
- (e) waive any requirement of the Partnership Opportunity;
- (f) check or not check or only check certain of the client references provided by the Proponent with its Term Sheet; and
- (g) select more than one Proponent through the Solicitation process.

4.7 Illegal or Unethical Conduct

Proponents shall not engage in any illegal bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including lobbying or other inappropriate communications, offers of gifts to Metrolinx employees, officers or board members, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process.

Metrolinx may disqualify the Proponent from this Solicitation process and/or prohibit the Proponent from participating in any future Metrolinx Solicitation or procurement process based on illegal or unethical conduct in this Solicitation process or any prior Solicitation or procurement process conducted by Metrolinx.

4.8 Conflict of Interest

For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form.

The Proponent shall carry out such assessments and make such inquiries as they may deem necessary to satisfy themselves that they do not have an actual or potential Conflict of Interest.

The Proponent shall not engage in any Conflict of Interest communications.

If, at the sole determination of Metrolinx, a Proponent is found to be in a Conflict of Interest that cannot be resolved or the Proponent fails to disclose any actual or potential Conflict of Interest Metrolinx may, at its sole discretion, disqualify the Proponent from the Solicitation process or terminate any agreement entered into with the Proponent pursuant to this Solicitation process.

4.9 Disqualification for Misrepresentation

Metrolinx may disqualify the Proponent or rescind a contract subsequently entered into if the Proponent’s response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.10 References and Past Performance

Metrolinx’s evaluation may include information provided by the Proponent’s references and may also consider the Proponent’s past performance on previous contracts with Metrolinx.

4.11 Notification of Outcome

All Proponents that have submitted a Term Sheet shall be notified in writing of the outcome of the selection process for the Partnership Agreement after the execution of the final Partnership Agreement with the successful Proponent.

4.12 Public Disclosure and Lobbying

Each Proponent responding to this Partnership Opportunity shall avoid making any public comment, responding to questions in a public forum or carrying out activities to publicly promote or advertise their qualifications or interest in the Partnership Opportunity, except with the prior written consent of Metrolinx in each instance. All Proponents must comply with all applicable federal and provincial legislation regarding lobbying.

4.13 Disclosure of Information

Proponents should clearly identify any information in its Term Sheet supplied in confidence for which confidentiality is to be maintained by Metrolinx and is advised to consult with their own legal advisors

regarding the appropriate way to identify such information. Confidential information does not include information that: (i) is or becomes generally available to the public through no fault of Metrolinx, (ii) prior to receipt from the Proponent, was known to Metrolinx on a non-confidential basis, as documented by records possessed by Metrolinx, (iii) was, or is, independently developed by Metrolinx without reference to the confidential information disclosed by the Proponent, as documented by records possessed by Metrolinx, or (iv) is available to Metrolinx on a non-confidential basis from a source other than the Proponent. Metrolinx will make reasonable efforts to safeguard the Proponent's confidential information, subject to its disclosure requirements under the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 ("FIPPA") or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their Term Sheets may be disclosed, on a confidential basis, to advisers retained by Metrolinx to advise or assist with the Partnership Opportunity, including the evaluation of Term Sheets. By submitting a Term Sheet, the Proponent consents to: (i) the disclosure of such Term Sheet, on a confidential basis, by Metrolinx to the advisers that it has retained to advise or assist with the Partnership Opportunity; and (ii) the disclosure of such Term Sheet in accordance with FIPPA or otherwise as may be required by law or by a court or tribunal. Metrolinx reserves the right to disclose the identity of any and all Proponents responding to this Partnership Opportunity and to disclose the identity of the successful Proponent(s).

4.14 Term Sheet to Be Retained by Metrolinx

Metrolinx will not return the Term Sheet, or any accompanying documentation submitted by a Proponent.

4.15 Confidential Information of Metrolinx

All information provided by or obtained from Metrolinx in any form in connection with the Solicitation process:

- (a) is the sole property of Metrolinx and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the Partnership Opportunity and the performance of any subsequent agreement; and
- (c) must not be disclosed without prior written authorization from Metrolinx.

4.16 Exclusion of Liability

The Proponent, by participating in the Solicitation process, agrees that it will not assert any right of action or make any claim whatsoever against Metrolinx, whether arising under contract, tort (including, but not limited to, negligence), breach of contract, unconscionability or any theory of liability at law or in equity, which relates in any way to the Proponent's Term Sheet, the process by which Metrolinx selects or rejects any Term Sheet or enters into a Partnership Agreement with any Proponent; and expressly waives and releases all such rights of action and claims.

4.17 Governing Law

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

Appendix “B”: Term Sheet

Metrolinx Station Vending Partnership Opportunity Proposal

This Term Sheet summarizes the proposed terms of a potential partnership between Metrolinx and the interested party identified below in relation to certain assets used by Metrolinx. The terms “partner” or “partnership” as used in this Term Sheet refer to the successful Proponent(s) and the relationship with such Proponent(s) only; they are not intended to refer to a legal “partner” or “partnership” as such terms are used in the *Partnership Act*, R.S.O. 1990, Chapter P.5.

This Term Sheet does not constitute a legally binding agreement, and Metrolinx is under no obligation to enter into an agreement with any interested party in relation to this Partnership Opportunity. Any future legally binding agreement will only be made pursuant to definitive agreements to be negotiated and executed by the parties.

Instructions: Each interested party should review the Solicitation (as defined above), provided to interested parties before completing this Term Sheet. The Term Sheet below is intended to summarize the key terms of the interested party’s proposal. Before completing, interested parties should read the Term Sheet in its entirety and review the Evaluation Framework – Proposal Guidelines in the Solicitation Document (the “**Evaluation Criteria**”). Completed Final Term Sheets must be submitted to **Jessica Greisman at Jessica.Greisman@metrolinx.com** no later than **Friday, September 10, 2021 16:00 Toronto Time**. Metrolinx will review the Term Sheets (and any other supporting materials submitted by interested parties) and evaluate in accordance with the Evaluation Criteria provided to all interested parties. Any questions on this opportunity or the Solicitation process should be directed to **Jessica Greisman at Jessica.Greisman@metrolinx.com**.

Please submit individual Term Sheets for each vending category you are sending in a proposal for (e.g. one Term Sheet for cold beverages, one Term sheet for snacks, one Term sheet for Convenience, etc.).

	Instructions	Proposal
Name of Interested Party	Indicate the full legal name of the interested party completing this proposal.	Click here to enter text.
Term	Proposals should include a minimum 3-year term to a maximum 5-year term for each site.	Click here to enter text.
Name of vending category (e.g. coffee/hot beverages, snacks, cold beverages, Grab n Go Foods, Personal Protective Equipment (PPE), convenience, electronics, etc.).	Indicate the category of your vending machines.	Click here to enter text.
Name of Station(s) Party is interested in	Indicate the station(s) for this proposal.	Click here to enter text.
Type of Company	Describe the type of company (e.g. corporation, partnership, sole proprietor), and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting the lead.	Click here to enter text.

Vending Machine Specifications	Proposals must include specifications of the proposed vending machines (size, weight, power requirements, etc.), including any additional elements (i.e. digital screens). Please state if the machine can operate outside year-round.	Click here to enter text.
Financial Model	<ul style="list-style-type: none"> • Guaranteed base rent each month/year and • Percentage of gross sales each month/year. • Please forecast projected revenue per month/year. Please showcase your formula, assumptions, and rationale (e.g. based on history). Assume ridership using 2019 data (which Metrolinx will provide) • Additional rent (e.g. operating/utilities usage). • Category Exclusivity Fee (if applicable). • Annual marketing commitment of the partner to invest in the promotion of the vending program on Metrolinx owned advertising assets at Stations or Fleet. Outline any costs being covered by partner and or costs being requested of Metrolinx to absorb. 	Click here to enter text.
Customer Value & Experience	<ul style="list-style-type: none"> • Detail any value-add services or innovative concepts that your company can provide that may complement or enhance our requirements (e.g. self-cleaning). • Outline method of payments that are accepted. Describe how payment can be made (cashless options being preferred). • Highlight speed of service (including any digital tools/mobile apps that allow for ordering in advance). • Proposed machine quantity and number of station locations. • Proposed selection of products, quantities, and percentage of 	Click here to enter text.

	<p>various products within the solution.</p> <ul style="list-style-type: none"> Proposed pricing of products. 	
<p>Service Commitment</p>	<ul style="list-style-type: none"> Outline your installation plan of the machines across the stations you are interested in. Describe your service team (e.g. number of reps, where they are located, etc.). What is your servicing plan? Outline the frequency of visits to sites. Describe security features in place which may reduce/deter vandalism (e.g. security cameras on machines, lighting on machines, etc.). Indicate how Sales data (showing daily sales-broken out) will be shared monthly with Metrolinx e.g. sales by hour, number of orders per hour, average sale by hour, % of sale by hour, etc. Outline how you will collect, access and provide the data sets (about general customer insights) and if they will be shared with Metrolinx (including, but not limited to, satisfaction, loyalty, etc.). Data will be anonymized and would not contain any information that would identify an individual. 	<p>Click here to enter text.</p>
<p>Fit</p>	<ul style="list-style-type: none"> How does your service complement the existing neighbourhood? How does it align with the area and it's needs? Showcase how your offering is aligned to the station location (e.g. no food/beverage options nearby) Provide examples that showcase your reputation in the industry. Highlight how your service can tie into the demographics of the area and serve their requests. 	<p>Click here to enter text.</p>

Qualifications and Experience	<ul style="list-style-type: none"> • Quantity and location of current vending machines (automated retail) and or other retail offerings being managed/operated/owned. • Showcase your experience (number of years operating, number of machines in North America, current contracts, etc.) 	Click here to enter text.
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Standard Licensing Terms

Proponents should take the following terms into account when preparing their proposal(s):

- Revenue Share
 - The percentage fee will be calculated against the annual gross revenue less value-add tax (such as HST). For greater certainty, proponents will not be permitted to deduct additional fees or expenses including but not limited to commissions, re-stocking, or advertising expenses.
- Third Party Advertising
 - Proponents are not permitted to have any third-party advertising (digital or static) on any vending or mobile retail infrastructure. For greater clarity, this would not include branding of the machine with the dominant manufacturer or seller of the products, goods, or services in the vending solution.
- Permits
 - The successful proponents shall obtain all necessary permits required per location including all municipal permits, if required.
- Construction and Maintenance Cost
 - Successful proponents shall be solely responsible and shall bear all costs associated with the installation, operation, and maintenance of the vending/mobile retail solutions. This includes any requirements (e.g. power, data, etc.) to operate the solutions.
 - Successful proponents shall also be responsible for providing and paying for all ongoing maintenance (including replacement costs) and utilities for each vending/mobile retail solution, along with any transaction fees for debit/credit/Moneris.
- Exclusivities
 - Metrolinx will not be able to consider any proposals from vendors that wish to have a vending machine/mobile retail unit exclusively selling full offerings of beauty items, health items and pharma category items. However, a selection of items under the "General" or "Convenience" category (which will provide a selection of products in a variety of categories) is permitted.

SUBMISSION FORM

1. Proponent Contact Information

Please fill out the following form and identify one person to be the Proponent’s contact person for the Partnership Opportunity response and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	Click here to enter text.
Street Address:	Click here to enter text.
City, Province/State:	Click here to enter text.
Postal Code:	Click here to enter text.
Office Phone Number:	Click here to enter text.
Name and Title of Contact Person for Proponent:	Click here to enter text.
Contact Person Cell Phone:	Click here to enter text.
Contact Person E-mail:	Click here to enter text.

2. Acknowledgment of Non-binding Solicitation Process

The Proponent acknowledges that the Solicitation process will be governed by the Terms and Conditions set out in Appendix A above, and that, among other things, the Terms and Conditions confirm that this Solicitation process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Metrolinx and the selected Proponent have executed a written contract.

3. Conflict of Interest

The term “Conflict of Interest” means, in relation to the process set out in the Terms and Conditions and the], the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Metrolinx in the preparation of its Term Sheet (as defined in the Terms and Conditions) that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the process (including but not limited to the lobbying of decision makers involved in the process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the process.

As it pertains to Conflict of Interest, the Proponent must select one:

- a. There was no Conflict of Interest in preparing the Term Sheet, and there is no foreseeable Conflict of Interest in performing the obligations contemplated in the Term Sheet and/or with respect to the Station Vending Partnership Opportunity.
- b. The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Term Sheet and/or the Station Vending Partnership Opportunity, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the Term Sheet and/or the Station Vending Partnership Opportunity.

If the Proponent declares an actual or potential Conflict of Interest by marking the box in (b) above, the Proponent must set out details of the actual or potential Conflict of Interest below. For clarity, participation in past, present, and/or future Metrolinx procurements could be a potential Conflict of Interest and such participation must be set out and accounted for in the list below to enable Metrolinx to consider whether an actual Conflict of Interest may exist and/or arise during the process.

4. Former Metrolinx Employees.

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Term Sheet (whether as employees, advisers, or in any other capacity); **AND** (b) were employees, advisers or consultants of Metrolinx at any time within the twelve (12) months prior to the Closing Date:

Name of Individual: Click here to enter text.
Job Title at Metrolinx: Click here to enter text.
Department of Metrolinx: Click here to enter text.
Last Date of Employment with Metrolinx: Click here to enter text.
Name of Last Supervisor: Click here to enter text.
Brief Description of Individual’s Job Functions: Click here to enter text.
Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal: Click here to enter text.

(Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide Metrolinx with additional information from each individual identified above in the form prescribed by Metrolinx.

This Submission Form is executed on behalf of the Proponent this ____ day of _____, 2021

[Click here to enter text.](#)

Name of Proponent

[Insert Legal Name of Proponent submitting Term Sheet, e.g. ABC Corporation]

[Click here to enter text.](#)

[Signature of individual authorized to bind the Proponent submitting the Term Sheet]

Name of Signatory: [Click here to enter text.](#)

Title of Signatory: [Click here to enter text.](#)

I have authority to bind the Proponent

APPENDIX “C”: STATION LIST

Station	Line	Station address	Type	Current Offerings
Union Station Bus Terminal	All, Terminal Hub for Bus in Downtown Toronto	81 Bay Street, Toronto	Bus	Cell Phone Battery Charger Rentals
Oshawa GO Station	Lakeshore East Line	915 Bloor Street West, Oshawa, ON	Rail	Café, Cell Phone Battery Charger Rentals
Whitby GO Station	Lakeshore East Line	1350 Brock St S, Whitby, ON	Rail	Convenience Store
Ajax GO Station	Lakeshore East Line	100 Westney Road South, Ajax, ON	Rail	
Pickering GO Station	Lakeshore East Line	1322 Bayly St, Pickering, ON	Rail	Convenience Store
Rouge Hill GO Station	Lakeshore East Line	6251 Lawrence Avenue East, Scarborough, ON	Rail	
Guildwood GO Station	Lakeshore East Line	4105 Kingston Road, Scarborough, ON	Rail	
Eglinton GO Station	Lakeshore East Line	2995 Eglinton Avenue, Scarborough, ON	Rail	
Scarborough GO Station	Lakeshore East Line / Stouffville Line	3615 St. Clair Avenue East, Scarborough, ON	Rail	
Danforth GO Station	Lakeshore East Line / Stouffville Line	213 Main Street, Toronto, ON	Rail	
Exhibition GO Station	Lakeshore West Line	Manitoba Drive, Toronto, ON	Rail	
Mimico GO Station	Lakeshore West Line	315 Royal York Rd., Toronto, ON	Rail	
Long Branch GO Station	Lakeshore West Line	20 Brow Drive, Toronto, ON	Rail	
Port Credit GO Station	Lakeshore West Line	30 Queen Street East, Mississauga, ON	Rail	Convenience Store
Clarkson GO Station	Lakeshore West Line	1110 Southdown Road, Mississauga, ON	Rail	Convenience Store
Oakville GO Station	Lakeshore West Line	214 Cross Ave., Oakville, ON	Rail	Convenience Store, Cell Phone Battery Charger Rentals
Bronte GO Station	Lakeshore West Line	2104 Wyecroft Road, Oakville, ON	Rail	Convenience Store
Appleby GO Station	Lakeshore West Line	5111 Fairview Street, Burlington, ON	Rail	Convenience Store
Burlington GO Station	Lakeshore West Line	2101 Fairview Street, Burlington, ON	Rail	Café, Cell Phone Battery Charger Rentals
Aldershot GO Station	Lakeshore West Line	1199 Waterdown Road, Burlington, ON	Rail	Convenience Store

Hamilton GO Station	Lakeshore West Line	36 Hunter Street East, Hamilton, ON	Rail	Convenience Store
West Harbour GO Station	Lakeshore West Line	353 James Street N., Hamilton, ON	Rail	
Kipling GO Station	Milton Line	27 St. Albans Road, Toronto, ON	Rail	
Dixie GO Station	Milton Line	2445 Dixie Road, Mississauga, ON	Rail	
Cooksville GO Station	Milton Line	3210 Hurontario Street, Mississauga, ON	Rail	
Erindale GO Station	Milton Line	1320 Rathburn Road West, Mississauga, ON	Rail	
Streetsville GO Station	Milton Line	45 Thomas Street, Mississauga, ON	Rail	
Meadowvale GO Station	Milton Line	6845 Millcreek Drive, Mississauga, ON	Rail	Convenience Store
Lisgar GO Station	Milton Line	3250 Argentia Road, Mississauga, ON	Rail	
Milton GO Station	Milton Line	780 Main St. E., Milton, ON	Rail	
Bloor GO/UP Station	Kitchener Line / UP Express	1456 Bloor Street West, Toronto, ON	Rail	
Weston GO/UP Station	Kitchener Line / UP Express	1865 Weston Road, Etobicoke, ON	Rail	
Pearson Airport UP Station	UP Express	Terminal One Pearson Airport	Rail	
Etobicoke North GO Station	Kitchener Line	1949 Kipling Avenue, Etobicoke, ON	Rail	
Malton GO Station	Kitchener Line	3060 Derry Road; Mississauga, ON	Rail	
Bramalea GO Station	Kitchener Line	1713 Steeles Avenue East, Brampton, ON	Rail	
Brampton GO Station	Kitchener Line	27 Church Street West, Brampton, ON	Rail	
Mount Pleasant GO Station	Kitchener Line	1600 Bovaird Drive West, Brampton, ON	Rail	
Georgetown GO Station	Kitchener Line	55 Queen Street , Georgetown, ON	Rail	
Acton GO Station	Kitchener Line	Mill Street , Acton, ON	Rail	
Guelph Central GO Station	Kitchener Line	79 Carden Street, Guelph, ON	Rail	
Kitchener GO Station	Kitchener Line	126 Weber St. W , Kitchener, ON	Rail	
Downsview Park GO Station	Barrie Line	80 Carl Hall Rd, North York, ON	Rail	
York University GO Station	Barrie Line	595-A Canartic Drive, North York, ON	Rail	
Rutherford GO Station	Barrie Line	699 Westburne Drive, Vaughan, ON	Rail	
Maple GO Station	Barrie Line	30 Station Street, Vaughan, ON	Rail	Food Truck Selling Coffee each morning
King City GO Station	Barrie Line	7 Station Road, King City, ON	Rail	
Aurora GO Station	Barrie Line	121 Wellington Street East, Aurora, ON	Rail	
Newmarket GO Station	Barrie Line	465 Davis Dr., Newmarket, ON	Rail	
East Gwillimbury GO Station	Barrie Line	845 Green Lane East, East Gwillimbury, ON	Rail	
Bradford GO Station	Barrie Line	300 Holland Street East, Bradford, ON	Rail	

Barrie South GO Station	Barrie Line	833 Yonge Street, Barrie, ON	Rail	
Allandale Waterfront GO Station	Barrie Line	24 Essa Road, Barrie, ON	Rail	
Oriole GO Station	Richmond Hill Line	3300 Leslie Street, North York, ON	Rail	
Old Cummer GO Station	Richmond Hill Line	5760 Leslie Street, North York, ON	Rail	
Langstaff GO Station	Richmond Hill Line	10 Red Maple Road, Thornhill, ON	Rail	
Richmond Hill GO Station	Richmond Hill Line	6 Newkirk Road, Richmond Hill, ON	Rail	
Gormley GO Station	Richmond Hill Line	1650 Stouffville Rd, Richmond Hill, ON	Rail	
Bloomington GO Station	Richmond Hill Line		Rail	
Kennedy GO Station	Stouffville Line	2467 Eglinton Avenue East, Scarborough, ON	Rail	
Agincourt GO Station	Stouffville Line	4100 Sheppard Avenue, Scarborough, ON	Rail	
Milliken GO Station	Stouffville Line	39 Redlea Avenue, Scarborough, ON	Rail	
Unionville GO Station	Stouffville Line	155 YMCA Boulevard, Markham, ON	Rail	
Centennial GO Station	Stouffville Line	320 Bullock Drive; Markham, ON	Rail	
Markham GO Station	Stouffville Line	214 Main Street North, Markham, ON	Rail	
Mount Joy GO Station	Stouffville Line	1801 Bur Oak Ave., Markham, ON	Rail	
Stouffville GO Station	Stouffville Line	6176 Main Street, Stouffville, ON	Rail	
Lincolnville GO Station	Stouffville Line	6840 Bethesda Road, Stouffville, ON	Rail	
St. Catharines	Niagara Line	5 Great Western Street, St. Catharines, ON	Rail	
Niagara Falls	Niagara Line	4267 Bridge St., Niagara Falls, ON	Rail	