

March 4th, 2014

REQUEST FOR PROPOSAL

BIKESHARE EQUIPMENT & TECHNOLOGY

**MIDWEST BIKESHARE, INC.
MILWAUKEE COUNTY, WISCONSIN**

Due Date: MARCH 24th, 2014

ONE ORIGINAL AND FIVE (5) COPIES OF EACH PROPOSAL
ARE TO BE SUBMITTED IN A SEALED ENVELOPE
TO THE FOLLOWING ADDRESS:

MIDWEST BIKESHARE, INC.
ATTN: KEVIN HARDMAN
316 N. MILWAUKEE ST., STE. 501
MILWAUKEE, WI 53202

This is a negotiated procurement utilizing the Request for Proposal (RFP) method. As such, award of a contract does not have to be made to the proposer submitting the lowest cost proposal, but rather to the proposer submitting the best, most responsive proposal satisfying Midwest BikeShare's requirements.

This RFP does not obligate Midwest BikeShare to award a contract or to pay any costs incurred in the preparation or submittal of any proposal.

Midwest BikeShare contemplates award of a three-year contract to one firm resulting from this solicitation. It is anticipated that the contract will be effective in mid-2014, with the option to renew for four additional three-year periods at Midwest BikeShare's sole option.

Please contact Kevin Hardman if you want to know about the RFP process. All questions concerning this RFP must be presented in writing emailed to kevinh@midwestbikeshare.org.

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1. BACKGROUND INFORMATION – MIDWEST BIKESHARE

A. Introduction to Milwaukee BikeShare

Milwaukee BikeShare will be a large-scale urban bike-sharing system that will begin a soft launch in 2014 and scales to a full-launch in Spring of 2015. Bike-sharing systems are revolutionizing urban transportation throughout North America by providing an inexpensive, convenient, healthy and exciting form of mass transportation. Bike-sharing stations will be placed throughout Milwaukee's densest residential neighborhoods, the city's busiest business centers, on university campuses and near lakefront tourist destinations. System users will pick up their bikes from any self-service station and return the bike to any other station located throughout the city. Milwaukee BikeShare customers will purchase a daily or annual membership, and certain (annual) members may use any bike free for the first 30 minutes of any trip.

B. Introduction to Midwest BikeShare, Inc.

Midwest BikeShare, Inc. (MBS) is a 501(c)3 not-for-profit corporation based in Milwaukee, whose mission is to launch successful, large-scale bike-sharing systems throughout Wisconsin and the Midwest. The MBS team has extensive experience revitalizing urban communities and has a deep passion for Milwaukee's continued growth. The MBS team includes the following:

Kevin Hardman, Launch Director

Mr. Hardman has extensive real estate and fund development experience. He is the former Executive Director of the Wisconsin Bike Fed, which he grew in to the largest state-wide bicycle organization in the country.

Bruce Keyes, Board President

Mr. Keyes is a partner with the law firm of Foley & Lardner LLP. He specializes in urban infill and Brownfields real estate development transactions. He serves on the Management Committees of Discovery World, Menomonee Valley Partners, and The Friends of Hank Aaron State Trail.

Barry Mainwood, Board Vice President

Mr. Mainwood is the owner of Mainly Editing, a post-production video company located in Milwaukee's Third Ward. He is an avid bike commuter and extensive road biker who rides 8,000 miles a year.

Trent Johnson, Board Secretary

Mr. Johnson is senior counsel with Foley & Lardner LLP. He is a member of several professional and charitable organizations, including the Wisconsin Conservatory of Music, where he is a member of the Board of Trustees.

Jack Hirt, Board Member at Large

Mr. Hirt is the director and partner in Midwest Cycling Series, LLC, operator of the Tour of America's Dairyland race series, the largest competitive cycling series in the country. He is the former Executive Director of the Wisconsin Bike Fed.

Juli Kaufmann, Board Member at Large

Ms. Kaufmann is the owner of Fix Development, a real estate development company located in Walker's Point. She is an advocate for sustainable urban communities, who believes biking should be safe and accessible to all.

Jeff Polenske, Board Member at Large

Mr. Polenski is the City Engineer of the City of Milwaukee. He was first appointed to his position by former Mayor John Norquist in 2000 and has since been reappointed to the position by current Mayor Tom Barrett. He is responsible for the design, construction and maintenance of all of the city's streets and alleys, bridges, traffic control, street and alley lighting, sanitary and storm sewers.

As directed by City of Milwaukee resolution (see City of Milwaukee Resolution in Section 15), MBS is developing the Milwaukee BikeShare system and is currently raising funds and building partnerships to begin launching Milwaukee BikeShare in 2014. MBS has drafted and is circulating this RFP.

2. PROPOSAL SCHEDULE

<u>Target Date</u>	<u>Description of Events</u>
March 4 th , 2014	RFP Published
March 24 th , 2014	RFP Due, by 5:00 p.m. (CST)
Week of March 24 th and March 31 st	Respondent Interviews
April, 2014	Successful Respondent(s) Chosen
June, 2014	Begin Milwaukee BikeShare Soft Launch

A. Interviews; Presentations; Demonstrations

MBS may require oral presentations from and conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible respondents who submit proposals determined to be reasonable acceptable of being selected for award. MBS will not be liable for any costs incurred by the respondent in connection with such interviews, presentations or negotiations (i.e., travel, accommodations, etc.). MBS may request that respondents provide two (2) proposed bicycles and one (1) proposed station. Respondents may be required to demonstrate the proposed system, including but not limited to the proposed bicycles, stations and computer systems. The bicycle and station may then be tested by MBS, which may involve the dismantling of the equipment.

The Evaluation Committee's recommendation of contract award is scheduled to be approved by the Board of Directors in April, 2014. MBS reserves the right to modify any aspect of this RFP prior to the submittal date.

Proposal Documentation submittals shall be received by 5 p.m. C.S.T. on March 24th, 2014.

All questions (including all technical, contract or administrative questions) regarding the services required shall be submitted in writing by email (**no telephone inquiries will be accepted**) and addressed to:

Kevin Hardman
Midwest BikeShare, Inc.
kevinh@midwestbikeshare.org

Proposers shall not contact members of the Evaluation Committee or MBS's Board of Directors concerning this RFP. Any proposers violating this provision may be disqualified from consideration in this RFP.

3. CONTRACT PERIOD

It is anticipated that the contract period shall be for three (3) years with the option to renew for four (4) three-year periods at MBS's sole option. It should be noted that multi-year contracts may be continued each year only after funding appropriations and program approval have been granted by MBS's Board of Directors. In the event that the necessary funding appropriation/program approval is not granted, then the affected multi-year contract will not be renewed.

4. LICENSE REQUIREMENT

All firms doing business in Wisconsin are required to be licensed in accordance with all local and State of Wisconsin laws, rules and regulations.

5. PROPOSER'S PERFORMANCE

The successful proposer agrees and covenants that its agents and employees will comply with all local, state and federal laws, rules and regulations applicable to the business to be conducted under the contract. The successful proposer will cooperate with MBS in performing contract work so that interference with normal operations will be held to a minimum.

6. PROCEDURES

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Launch Director or his authorized representative(s). The firm shall not comply with requests and/or orders issued by anyone other than the Launch Director or his authorized representative(s) acting within their authority for MBS. Any change to the contract must be approved in writing by MBS and the Contractor.

The successful proposer is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by MBS.

7. BACKGROUND

A. Introduction

The City of Milwaukee and surrounding communities are interested in a public bike share system. The ideal system would feature a fleet of shared bicycles that may be rented from one bike share station and returned to another in a network of bike share stations, providing a transportation alternative to motor vehicle trips for Milwaukee's residents, employees and visitors. Once installed, the system would be operated by MBS though MBS may consider sub-contracting all or a portion of the operations to another entity.

MBS recognizes that a bicycle-friendly community offers a higher quality of life, an alternative to congested streets, a cleaner environment and contributes to improved physical health. The City of Milwaukee is home to a rapidly growing and enthusiastic cycling community and has developed an aggressive bike plan to help Milwaukee become a city where cyclists feel comfortable and safe.

B. Objectives

The system aims to enhance the community by providing an affordable, efficient, environmentally friendly bike share program that complements the existing public transportation system and provides both residents and visitors a healthy, convenient way to move around the city. This program strives to improve the quality of life for residents and visitors in the following ways:

- Providing a first and last mile solution to extend the reaches of existing public transportation options,
- Creating an affordable, accessible, efficient way to experience the City,
- Encouraging cycling for short trips and supporting the City's goal to triple the number of bicycle commuters,
- Enhancing livability by using strategically placed stations to connect business, activity, residential, and retail centers, and
- Offering a strong alternative to driving which results in improved air quality, community health, and overall well-being of the citizens in our city.

C. Program Overview

MBS anticipates that the bike share system will include a large portion of the City of Milwaukee, the Village of Shorewood, the City of West Allis, the City of Wauwatosa and other adjoining municipalities. The eventual system is anticipated to cover dozens of square miles and contain thousands of bicycles. The first phases of the system will be located near intermodal

transportation hubs, bike lanes, and busy employment, residential and retail centers. These phases will be concentrated in Milwaukee's urban core including downtown, the near east side, the Third & Fifth Ward, the lakefront, near all higher education facilities, and south to Bayview. The bike share system is anticipated to have a rolling launch beginning in mid-2014 through Summer 2015.

Annual members and day-pass users alike will be able to use the bikes for commuting, social, recreational, sight-seeing and exercise purposes. We are planning to make single-day, weekly, monthly and annual memberships available. These bikes are ideal for daily commutes to work, and for short trips to lunch, meetings, and errands.

D. Special Conditions

The City of Milwaukee encourages all cyclists to wear a helmet. A solid white headlight visible for at least 500 feet is required at night, and all bikes must have a red rear reflector.

The City of Milwaukee allows bikes to park on the sidewalk as long as they do not obstruct pedestrian traffic. Bike and bike station advertising and signage are permitted so long as sign clutter is avoided. The City of Milwaukee must approve all details, such as spacing, size, quality and number of signs. MBS will work with the City of Milwaukee to acquire the appropriate permits to install the bike share stations.

8. SCOPE OF WORK

MBS is seeking proposals from qualified vendors for bike share infrastructure and technical services to produce and install a public bike share system in Milwaukee, Wisconsin. The selected vendor will provide the equipment and technology for the Milwaukee BikeShare based on the following proposed award schedule:

- \$250,000 contract to be let in April 2014, equipment delivery begins in June 2014 (the "soft launch")
- \$1.4 million contract to be let in October 2014, delivery of equipment beginning in March 2015
- \$2.8 million contract to be let in December 2014, delivery of equipment beginning in May 2015

Vendors are encouraged to develop proposals that maximize the amount of equipment and technology that can be provided, given these award amounts and schedules. The selected vendor will also help install, test and possibly assemble all equipment and technology. Planning, maintenance and daily operations will be performed by MBS. Vendor proposals will provide a detailed timeline starting from the notice to proceed to completion.

The successful bidder must obtain software for the Milwaukee BikeShare system, and shall list MBS as the licensee or sub-licensee of this software. Under the terms of this license, MBS and its authorized users or representatives shall be permitted to access, use, display, and reproduce the software for the purposes of operating and maintaining the Milwaukee BikeShare system.

Vendor proposals will also indicate what processes or protocols the vendor will establish to ensure that MBS can continue operating the Milwaukee BikeShare in the event the vendor ceases to exist, defaults, or is otherwise unable or unwilling to reasonably perform its obligations (including but not limited to bankruptcy, receivership, changes in ownership or substantial changes in operation) under the full term (including renewal terms) of the contract that is executed pursuant to this RFP. At a minimum, these protocols should provide for the assignment and transfer of any and all licenses, rights, permissions, authorizations, or computer source code that may be necessary to continue operating the bike share system in the absence of the vendor.

MBS shall contract with the successful bidder, but other parties (such as the City of Milwaukee, Village of Shorewood, Village of Wauwatosa and the City of West Allis) may, at MBS's sole discretion, be third-party beneficiaries to the contract ("Third-Party Beneficiaries") and shall be allowed to issue purchase orders for equipment directly and take title to equipment, provided it will be leased to MBS for use in its operations. These municipalities may have certain terms and conditions or disadvantaged business enterprise ("DBE") requirements that are standard for their municipal purchase orders. The City of Milwaukee Standard Terms and Conditions are included for reference in Section 14. Although standard municipal terms and conditions do not apply to MBS purchase orders, the Third-Party Beneficiaries shall have the right to incorporate any or all of these terms into the purchase orders for Equipment from the vendor.

Finally, MBS anticipates that it or the Third Party Beneficiaries will receive federal monies to purchase equipment for Milwaukee BikeShare. The federal government imposes additional conditions on grants and expenditures of federal funds (including "Buy America" requirements). The successful bidder must be able to comply with any conditions or requirements that the federal government may impose on monies granted for the purpose of establishing the Milwaukee BikeShare.

9. PROPOSAL SUBMITTAL

The submittal shall be submitted in three-ring binders on standard 8-1/2 inch x 11 inch paper.

Proposer shall submit one (1) original and five (5) copies of the submittal in a sealed package, addressed as shown below, bearing the proposer's name and address and clearly marked as follows:

Midwest BikeShare, Inc.
Attention: Kevin Hardman
316 N. Milwaukee St., Ste. 501
Milwaukee, WI 53202

RFP for Bike Share Equipment
INSERT Respondent's Name

Fee proposals are detailed using ONLY the accompanying Excel File "140303.Milwaukee.RFP.Fee." Each firm responding to the RFP is required to prepare a fee

proposal, one (1) original and five (5) copies, as part of the proposal package and submit it under a **separate sealed envelope** marked with the following:

MBS – DO **NOT** OPEN
FEE PROPOSAL
Bike Share Equipment

Attention: Kevin Hardman

Proposal shall be received by MBS at 5 p.m. CST, on March 24th, 2014. **One response shall be marked original and bear all original signatures.** The other five may be copies. Proposals arriving late due to a delay in the delivery process will not be accepted.

In addition to the above documentation, the respondent should also submit electronic copies of responses (including the above referenced Excel document) to kevinh@midwestbikeshare.org by 5 p.m. CST, on March 24th, 2014.

Each proposer should submit a detailed response to the RFP. The response shall include sufficient information to enable MBS to fully evaluate the capabilities of the proposer and its approach to providing the specified services. Unnecessarily elaboration or voluminous responses are neither required nor wanted. Discussion of the firm's past experience, which is not germane to the specified services, should not be included. The response shall specifically address the issues raised and provide the information requested.

It is the responsibility of the proposer to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a response.

A. Response to Communications and Request

MBS shall not respond to oral requests. Only written requests, including questions and/or clarifications, will be acceptable (email and/or email attachments will be accepted). Only written responses, from MBS, provided as addenda shall be official and all other forms of communication with any officer, employee or agent of MBS shall not be binding on MBS. All questions and/or clarifications and/or requests for a change to any of the specifications must be fully supported with technical data, test results or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by MBS in the form of an addendum.

B. Evaluation Summary

Proposal should be clear, concise and include sufficient detail for effective evaluation. Proposal will be evaluated for award based on the following:

1. Company Experience and History (150 Total Points)
2. Product (150 Total Points)

3. Fee (200 total maximum points)

Factors and any sub-factors described with relative points will be evaluated to determine whether the proposal submitted shall be characterized as “acceptable,” “potentially acceptable” (that is, susceptible of being made “acceptable”) or “unacceptable.” Evaluation factors (with the exception of the price proposal) are specifically keyed to the information requested in this proposal.

No cost, price or financial information of any kind shall be included in Package No. 1 or any of the proposal documents that it will contain.

10. TECHNICAL SPECIFICATIONS

This section provides desired characteristics of the MBS system. These elements are system installation, station, bicycle, software and online presence. Each proposer shall include the following information in its proposal. The burden is on the proposer to affirmatively demonstrate in its proposal the desired elements.

A. System Installation and Operations

- Provide all equipment and setup, including but not limited to bicycles, stations, software and licensing
- Produce membership cards that can be customized with MBS logo and sponsor recognition
- Pre-launch training for MBS staff, including hardware maintenance, bicycle redistribution, software management and customer service
- 24-hour client services included during first year of system operation

B. Station

- Bike share stations with signs (lighted or unlighted—please provide pricing for both) capable of displaying maps and advertising
- Custom color and branding
- Low maintenance/long expected useful life and high durability of station and components
- Smallest feasible footprint to enable installation in a space currently used as a parking space or on a wide sidewalk
- Modular stations capable of fitting in areas of various shapes and sizes
- Tamperproof, dual locking bike docks
- Options for AC or solar power, bolted or non-bolted docking bases and single- or double-sided docks.
- If feasible, alternative energy sources are favored. If integrated solar panels are used to power the stations, the reliability and aesthetic impact of the power source will be important considerations, including a backup power source. The proposal should indicate the size and model of solar panels that will be used and, if applicable, the frequency at which batteries will need to be swapped or replaced.
- Ability to customize station aesthetics.

- Ability to customize stations with name and sponsor logos on each kiosk, map display and/or dock as designated by the potential sponsor(s)
- Responsive touch screen kiosks that are in color and visible in direct sunlight
- All weather card readers accepting membership cards, credit cards, debit cards, including foreign credit and debit cards with “chips”
- Capacity to maintain security of the system during a power failure or loss of internet connection
- A reliable and secure wireless system with encryption for financial data
- Wireless connectivity relaying real time communication between stations and headquarters, particularly to report number of bikes per station and any malfunctions
- Simple methods for users to alert system operators of station or bike malfunctions
- Ability for members to skip kiosk and check out bike directly from individual dock via RFID card or key
- Constructed of tamper, theft and vandalism resistant, all weather materials
- Capacity to display safety information, bicycle laws and preferred routes, including a lighted map

C. Bicycle

- Bike share bicycles
- Custom color and branding
- Low maintenance, durable and constructed of tamper, theft and vandalism resistant, all weather materials.
- Enclosed derailleur, drive train and full fenders for protection from grease, dirt and tire spray
- Step-through, one-size, unisex frame, designed to fit the majority of the adult population with seat only adjustment
- Self-charging, solid white headlight visible for at least 500 feet, also rear light
- 3-speed internal gears with easy to use shifters
- Puncture resistant tires and heavy duty, reflective rims
- Handlebars that cover components and cables
- Kickstand and loud bell
- Equipped with secondary, on-board lock
- Equipped with self-charging GPS
- Cargo capacity for items such as a briefcase, book bag, or grocery bag (up to 20 lbs)
- An RFID tag (also works as anti-theft mechanism and unique identification of each bike)
- Capacity to convey safety information, bicycle laws and maintenance contact information
- Ability to customize bikes with name and sponsor logos on each bicycle’s rear fender/wheel, chain guard, handlebars and/or front placard as designated by the potential sponsor(s)

D. Software

- Ability to control/disable entire system, individual stations, and bikes from system headquarters via wireless connectivity or online operator’s personal computer
- Data security, particularly for financial data, user names and addresses

- Ability for users to read and accept a liability waiver via kiosk and online
- Capacity to issue reports to maintenance crews indicating where to rebalance and where bicycles needing repair are located
- Ability to adjust hours of operation for specific stations or entire system, with the capacity to operate 24 hours a day
- Ability to adjust prices for check-out and bike usage by day, time, station
- System in place to enable bike check-ins and check-outs away from station locations, such as at community events
- Potential ability to link the MBS system to other bike share systems, so that users of each can utilize all systems with a single membership card.
- Ability to collect email addresses, e-mail receipts and sign users up for e-newsletter
- Six language options
- Paperless transactions
- Ability to purchase daily, weekly, monthly, and annual memberships at the kiosk
- Ability to generate detailed reports by date/week/month
- Software and online upgrading shall be provided at no additional cost during the term and all renewal terms and kept current with the latest release provided to any other system in the United States or Canada

User Reporting Metrics

- Total users (24-hour/week/month/year)
- Detailed trip characteristic reports (day/month/year)
- Detailed miles traveled report
- Detailed calories burned report
- GPS bike route reports
- User demographics
- Vehicle miles reduced
- Gallons of gasoline saved
- Carbon emissions reduced

E. Online

- Web site, personalized to MBS, coordinated with partner cities, with basic information, FAQ, and brochure and map download
- Ability for users to purchase memberships online and to set up auto-renew
- Ability to offer membership discounts to certain populations online, including students, senior citizens, and employees of a certain organization
- Six language options
- Ability for users to pay monthly installments toward the total price of annual membership
- All elements of the web site will be fully functional and thoroughly tested no less than one month before the launch of the program
- Mobile application available on both iPhone and Android phones
- Easily navigable station map, also accessible on mobile application

- Real-time display of station status (active/inactive, full/empty), also accessible on mobile application
- A mechanism for users to report problems and make suggestions for system improvement
- Social media integration on web site, such as Twitter/Facebook/blog feeds
- Ability to collect survey information and customer satisfaction ratings
- Search engine optimization for “Milwaukee Bike Share” and similar queries
- Personalized member Web pages that provide desired user reporting metrics information.
- Social networking features, such as member “leaderboards” displaying most active users for the week, month, year

11. PROPOSAL SECTIONS AND DETAIL

A. Introduction and Submittals

Limit the introductory letter to a maximum of two (2) pages. Include contact information (i.e., contact names, telephone and facsimile numbers and email addresses) and other information introductory in nature for the firm making the proposal.

B. Company Experience and History (150 Total Points)

1. Describe past projects that would qualify your organization to fulfill the requirements of Milwaukee’s proposed bike share system. Be concise in your description.
2. Provide a list describing other cities that your organization has worked with in creating bike share systems, the size of those systems, and first-year performance statistics. Please provide contact information (name, physical address, telephone, and e-mail address) for municipal officials who you worked with at each of these cities. Please also provide the name of the person responsible for operation and maintenance of the equipment. This list should include all locations where you provided more than 25 bikes to a system that is no longer operational.
3. Provide five (5) references from recent clients for whom similar services have been provided and identify when work was performed and type of work and services performed. References should include contact name, address, telephone number and email address. These references may be duplicative of the names provided in response to the foregoing paragraph.
4. Please provide your contingency plan in the event organization ceases to exist, defaults, or is otherwise unable or unwilling to reasonably perform its obligations.

C. Product, Service and Support (150 Total Points)

1. Describe the proposed infrastructure/technology of the bike share system, including types of bicycles, kiosks, hardware and software involved. Be detailed but concise in your description. Responses must reference the Technical Specifications in Section 10 above.
2. Provide timeline from notice to proceed to completion.
3. Describe the estimated useful life of each piece of hardware (such as bikes, station, kiosks, docks and solar panels).
4. Describe the specifics of the proposed warranty terms.
5. Describe sites selection services.
6. Describe implementation and installation services.
7. Describe on-going, end-user customer support services.
8. Describe on-going operational support and training services.

D. Fee (200 Total Points)

Fee proposals are detailed using ONLY the accompanying Excel File “140303.Milwaukee.RFP.Fee.”

E. Exceptions to Any Portion of the Solicitation Requirements

Exceptions to RFP terms and conditions – Proposers are cautioned to limit exceptions, conditions and limitations to solicitation documents as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.

Exceptions taken to the terms and conditions of the solicitation, to any of its formal attachments or to other parts of the solicitation shall be clearly identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Proposer shall provide rationale in support of the exception and fully explain its impact, if any, on the performance.

Please confirm or provide exceptions to your ability to comply with the municipal contracting requirements reasonably anticipated in association with and purchase orders issued by the City of Milwaukee or other Third-Party Beneficiary.

MBS reserves the right to investigate the qualifications of all proposers under consideration, to independently assess the financial health and stability of the proposer by submitting inquiries to relevant government, financial, commercial, or credit reporting agencies (e.g.,

Dun & Bradstreet, Experian, Equifax, etc.), and to confirm any part of the information furnished by a proposer or to require other evidence of managerial, financial or technical capabilities that are considered necessary for the successful performance of the work. Supplemental information may be required in response to this due diligence review.

12. RFP EVALUATION PROCESS

Proposals received after 5 p.m. CST, on March 24th, 2014 are not eligible and shall not be considered for award of contract. One (1) original and five (5) copies of each proposal should be submitted. Each proposal submitted shall be presented in a three-ring binder.

After the proposals are received, the Evaluation Committee shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed above. Following this initial evaluation, the Evaluation Committee may make a recommendation to the Board of Directors concerning award of contract without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the purpose of further clarification and evaluation of the proposals.

The oral presentations, if required, shall be conducted to solicit information to enable MBS to evaluate the capability of the applicable proposer offering the desired services. If MBS notifies a proposer that an oral presentation is required, MBS shall inform the proposer of the schedule, order and procedure for the presentation, including its content, time limits, identity of the presenters and use of handouts and visual aids. MBS may tape record and/or videotape any presentation.

If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account shall be present at the interview. During the interview portion of the meeting, the Evaluation Committee may advise the proposer of deficiencies in the proposal documentation and shall allow the proposer to satisfy the requirements, questions or concerns by submitting final proposal documentation. The proposer may decide not to modify its proposal documentation and may inform the buyer that the proposal documentation is firm and final.

Notwithstanding the foregoing, MBS emphasizes that it may elect to forego oral presentations for all or some proposers. Consequently, all responses shall be comprehensive and clear. No proposer shall rely upon the opportunity to present additional or clarifying information at a later time.

The Evaluation Committee shall not disclose any information included in a proposing firm's proposal documentation to another firm and shall not disclose any information for the purpose of bringing one firm's proposal documentation up to that of a competitor's proposal documentation.

If final Proposal Documentations are required, the Evaluation Committee shall reevaluate each of the final Proposal Documents, including those deemed final at the interview. The final Proposal Documentations shall be evaluated on the same criteria used in the first evaluation.

The Evaluation Committee shall recommend the top ranked proposer to the MBS Board of Directors. The MBS Board shall make the final selection. Selection of any firm except the top ranked firm must be “for cause,” and that reason must be stated in the minutes of the MBS Board’s decision.

Award of contract shall be made to the responsible proposer whose proposal documentation is determined to be the most advantageous to MBS, taking into consideration the evaluation factors set forth above. Notwithstanding any other provision of this RFP, the MBS Board of Directors expressly reserves the right to waive any immaterial defect or informality, reject any or all proposal documentation, reissue a request for proposal documentation, modify the number and types of data to be collected to meet budgetary limitations or cancel the RFP.

13. MISCELLANEOUS

A. Open Records

All responses submitted to MBS become the property of MBS and its Third-Party Beneficiaries. Responses may be subject to the Open Records Law (Wis. Stat. §§ 19.31 to 19.39). The proposer shall familiarize themselves with the provisions of that Act. In no event shall MBS, or any of its agents, representatives, proposers, directors, officers or employees be liable to a proposer for the disclosure of all or any portion of a response submitted pursuant to the RFP. If MBS receives a request for public disclosure of all or any portion of a response, MBS will use reasonable efforts to notify the applicable proposer of the request and give such proposer an opportunity to assert, in writing, a claimed exception under the Public Information Act or other applicable law within the time period specified in MBS’s notice and allowed under the Act. Provided MBS receives the proposer’s written assertion for the exception of identified materials within the time period specified in MBS’s notice, MBS will forward those assertions to the Office of the Attorney General with MBS’s request for determination of the matter. If a proposer has special concerns about information which it desires to make available to MBS, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such proposer shall specifically and conspicuously designate that information as such in its response.

B. Proposer’s Acknowledgement

By submitting a response to this RFP, each proposer unequivocally acknowledges that the proposer has read and fully understands this RFP and that the proposer has asked questions and received satisfactory answers from MBS regarding any provisions of this RFP with regard to which the proposer desired clarification.

C. Contract Termination

The MBS Board of Directors, by written notice, may terminate the contract, in whole or in part, when it is deemed in the best interest of MBS. If the contract is so terminated, the proposer will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current contract price.

D. Incorporation of Offeror's Proposal

MBS reserves the right to incorporate the successful offeror's proposal into any resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable. Additionally, any modification of the otherwise successful offer prior to award of the contract, which makes its terms more favorable to MBS, will be considered and may be accepted.

If, after contract award, it is discovered that changes were agreed to in writing during negotiations but were not incorporated into the resulting contract, such changes shall be considered administrative in nature and incorporated by unilateral modification at no change in the contract cost or price, or other terms and conditions. To satisfy the contract requirements, the offeror shall adhere to the proposal approach accepted by MBS.

14. CITY OF MILWAUKEE STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS CITY OF MILWAUKEE DOA-BUSINESS OPERATIONS DIVISION

FOR REFERENCE ONLY

A. How to Respond

All proposals shall be in writing and all prices and amounts (where applicable) stated in figures.

If any of the terms and conditions prevent you from responding, consideration will be given, if possible, to a request for a change. This request must be submitted to the office of the DOA-Business Operations Division in writing seven (7) days prior to the proposal closing, and if granted, it will require sending an addendum to all prospective responders.

B. How to Amend a Request for Proposal Before Due Date and Time

After a Request for Proposal has been filed with the DOA-Business Operations Division, the responder desires to amend the proposal, PROPOSER MAY DO SO BEFORE THE DUE DATE AND TIME set for the receipt of proposals in the Request for Proposal by filing an amendment fully identified with the original proposal submitted by number, commodity or service. All the conditions and provisions of the original proposal will be in effect. NO REQUESTS FOR PROPOSAL OR AMENDMENTS WILL BE ACCEPTED AFTER THE DUE DATE AND TIME FOR RECEIPT OF PROPOSALS AS SPECIFIED IN THE REQUEST FOR PROPOSAL. This does not preclude the City from requesting additional information and/or clarification.

C. Contract and Execution of Contract

Unless otherwise specified in the Request for Proposal, the successful responder agrees to enter into the contract on the form prepared by the City, a copy of which will be on file in the office of the DOA-Business Operations Division.

The executed contract shall be returned to the DOA-Business Operations Division by the Contractor within twenty (20) days after the receipt of the contract.

D. Delays in Delivery

Delays in delivery caused by any bona fide strikes, government priority of requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the DOA-Business Operations Division to be clearly and unequivocally beyond the contractor's control will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the DOA-Business Operations Division just and true statements requesting an extension of delivery, signed by the contractor and giving

in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the DOA-Business Operations Division.

E. Fair Employment Practices

All proposals shall be subject to the provisions of Section 109-45 of the Milwaukee Code of Ordinances relating to prohibition of discrimination in employment. This provision shall be applicable and incorporated as part of any contract or proposal award.

F. Non-Discrimination

In performing in accordance with the terms of the RFP, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. Contractor is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting for the provisions of the nondiscrimination clause. Wis. Stats. §§ 16.765 (1) and (2) and provisions of Section 109-45 of the Milwaukee Code of Ordinances.

G. Special Conditions Pertaining to Forma Contract Exceeding \$30,000

When an award is made and the total amount exceeds \$30,000 or when the consideration can reasonably be interpreted to exceed a value of \$30,000, such an award shall not be deemed to be an acceptance by the City.

Acceptance by the City shall not be effective until such acceptance is evidenced by the delivery of a formal written contract to the successful proposer and prior to its execution the City Attorney's office has first approved the provisions of said agreement, contract or instrument and said fact appears in writing on the face of such agreement, contract or instrument

H. Licenses and Permits

Proposers shall have any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their proposals if required.

I. Additional Contract Terms

As a condition of the proposal the proposer also agrees to accept the following conditions and terms which will be a part of the contract:

- a. Contractor shall not assign this contract or any interest therein, nor sublet the same, or any part thereof, without the consent in writing of the DOA-Business Operations Division being first obtained, and that if the party of the first part shall so assign or sublet, with such consent, then the DOA-Business Operations Division shall have the right, in its discretion, to rescind the contract and to declare the same null and void.
- b. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the DOA-Business Operations Division, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- c. Contractor will save, indemnify and keep harmless the City of Milwaukee against all loss, liability, judgments, costs and expenses which may in anyway come against said City by virtue of the infringement of any patents or patents in any manner in connection with the work or materials furnished under this contract.
- d. Contractor assumes full liability for all of its acts or omissions in the performance of this contract. Contractor will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs and expenses which may be claimed against the City in consequence of the granting of this contract to said contractor, or which may result from the carelessness or neglect of said contractor, or the agents, employees or workmen of said contractor in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, whether by acts of commission or omission, of the contractor such persons, firms or corporations carrying out the provisions of the contract for the contractor, the contractor assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.
- e. If contractor shall fail to fully and completely perform the contract within the time limited for the performance thereof, contractor shall and will pay the City, as liquidated damages for such default, the amount as indicated in the RFP as an assessment for delay in completing said contract, after the expiration of time limited for its completion.
- f. Failure or neglect of the DOA-Business Operations Division to require compliance with any term or condition of the contract or the scope of services shall not be deemed a waiver of such term or condition.
- g. The award of a contract by the City of Milwaukee does not grant permission to commercially advertise such an award unless specific authority is granted by the City Purchasing Director.

- h. The contractor covenants and agrees that as a proposer, contractor is the only one interested in this contract; that no person or corporation other than named has any interest in the proposal or in the contract. Contractor covenants and agrees that: the proposal was made without any understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies; and the proposal is in all respects fair and without collusion or fraud; no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this contract. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this contract.
- i. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
- j. FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION: The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

J. Insurance

If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

K. Responses to Remain Open

Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the RFP is finalized, or a minimum of sixty (60) days unless otherwise specified following the date set forth for the receipt and filing of the response to the Request for Proposal.

L. Pricing

Vendors may submit lower pricing than U.S. Government contract prices. The City is exempt from the Robinson-Patman Act. Quotation must conform to government regulation on prices and wages.

M. Application of Terms and Conditions

All terms, conditions, and scope of services included in the document apply to any subsequent award.

N. DOA-Business Operations Division – Procurement Services Section Reserves the Right to:

- (a) accept or reject all or part of any proposal submitted and accept such proposal deemed to be in the best interests of the City;
- (b) reject any and all proposals received in response to this request;
- (c) accept a proposal that is not the lowest cost;
- (d) request clarification regarding any proposal; and
- (e) make a partial award, or not make any award.

O. Interest in Contract

No officer, employee or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.

P. Failure of Compliance

Failure on the part of the responder to comply with all of the instructions and terms of the Standard Terms and Conditions may result in proposal rejection by the DOA-Business Operations Division, and/or cancellation of orders without liability to the City.

15. CITY OF MILWAUKEE RESOLUTION

In June 2012 the Common Council of the City of Milwaukee passed a resolution (File #: 120428) directing the City departments to work with Midwest BikeShare, Inc. and the larger community to establish a bike-sharing program. This resolution is attached for reference.



Legislation Text

File #: 120428, **Version:** 0

120428
ORIGINAL

ALD. BAUMAN, KOVAC, MURPHY AND ZIELINSKI

Resolution directing City departments to assist and support efforts to establish and maintain bicycle facilities including bike-sharing programs and installations.

This resolution directs the Commissioner of Public Works and the Commissioner of City Development to collaborate with appropriate community and business organizations, including Midwest Bikeshare, Inc., in the implementation of a bike-sharing program with a projected start-up date in the spring of 2013.

The resolution directs the Commissioners to develop criteria for placement of bike-sharing installations and to pursue the participation and cooperation of developers, property owners, businesses, business improvement districts and others to incorporate bike-sharing into the downtown business district and all possible neighborhoods.

The resolution also directs the Commissioners, with the cooperation of all other departments, to identify funding for bike-sharing installations and operations including grants and other revenue streams.

The resolution finally directs the Commissioners to provide an initial report to the Common Council on or before November 8, 2012, that includes information about planning and implementation and recommendations for any necessary legislation.

Whereas, Common Council Resolution File Number 100558, adopted September 21, 2010, approved the 2010 Bicycle Master Plan and Vision for 2020 entitled "Milwaukee by Bike"; and

Whereas, The Common Council has found that bicycling provides health benefits to City residents and contributes to an improved environment by reducing consumption of gasoline and other pollutants; and

Whereas, The Common Council further finds that transportation options including bicycling contribute to the sustainability and the economic and social development of neighborhoods; and

Whereas, More than 20 large cities in the United States - including the upper-Midwest cities of Madison, Chicago, Des Moines and Minneapolis - have implemented or begun implementing bicycle sharing programs which have been found to increase bicycle access in central business districts, reduce parking demands, promote tourism and increase bicycling activities even among experienced bicyclists; and

Whereas, Key objectives of the approved "Milwaukee by Bike" plan are:

1. Facilities Recommendation, Objective 3. Implement innovative facilities to increase bicycling participation.
2. Program Recommendations, Milwaukee Bicycle Program, Objective 2. Increase bicycle access in the central business district.
3. Program Recommendations, Milwaukee Bicycle Program, Objective 3. Pilot a bicycle sharing program.
4. Program Recommendations, Encouragement Programs, Objective 1. Support cost effective encouragement events, programs and organizations.

;and

Whereas, One of 3 business models has been used in other cities to establish and maintain bike-sharing programs: private sector models such as used in New York City and Miami Beach; public models that rely chiefly upon city, state and federal government such as used in Boston and the District of Columbia; and non-profit models such as used in Minneapolis and Denver that are led by private, community organizations in collaboration with public partners; and

Whereas, The Common Council finds that the model most likely to succeed in implementing a bike-sharing program in the near term in the City will rely on private, non-profit leadership in close collaboration with City departments; and

Whereas, Midwest Bikeshare, Inc., is a Milwaukee-based nonprofit organization established by local bicycling advocates to promote, implement and maintain a bike-sharing program in the City; and

Whereas, Midwest Bikeshare, Inc. has approached Milwaukee area business, educational and civic organizations promoting plans for bike-sharing and soliciting partners and collaborators, and has demonstrated a temporary bike-sharing installation to civic and community leaders at sites within the City; and

Whereas, Midwest Bikeshare, Inc., presented preliminary plans to the Public Transportation Review board at its meeting of June 8, 2012, for implementing a bike-sharing program within the City beginning in spring of 2013; and

Whereas, Implementation of a Milwaukee bike-sharing program in 2013 will require wide cooperation and collaboration across many sectors including businesses, schools, civic institutions and various departments of the City to address:

1. Financial support for both establishing and maintaining bike-sharing installations at appropriate locations on private properties as well as within the public way.
2. Planning for site location including considerations of safety and accessibility.
3. Appropriate mechanisms to reduce risk and provide indemnification.
4. Attention to issues of appropriate signage and advertising both within the public way and on

private property.

5. Programs for monitoring maintenance, operation and appearance of the proposed system and for evaluating the success and community benefits provided by system operation.

; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and the Commissioner of City Development are directed to collaborate with appropriate community and business organizations, including Midwest Bikeshare, Inc., in the implementation of a bike-sharing program with a projected start-up date in the spring of 2013, and consistent with this resolution to:

1. Establish criteria for placement of bike-sharing installations within the public way that includes appropriate spacing, appearance, and accessibility of installations, the placement and regulation of advertising on installations and on bicycles, the provision of necessary electrical power, and establish mechanisms for indemnification of the City.
2. Pursue the participation and cooperation of developers, property owners, businesses, business improvement districts and others to incorporate bike-sharing into the downtown business district and to all possible neighborhoods.
3. With the cooperation of all other departments, identify funding for bike-sharing installations and operations including grants and other revenue streams.

; and, be it

Further Resolved, That the Commissioner of Public Works and the Commissioner of City Development provide an initial report to the Common Council on or before November 8, 2012, that include:

1. Information about planning and implementation progress for a City bike-sharing program, community commitments to the program, and recommendations for the appropriate respective roles of the City and private partners in future implementation.
2. Recommendations for legislation, if necessary, to implement a bike-sharing program or pilot program in 2013.

LRB139975-1
Richard L. Withers
7/5/2012