

# **Request for Proposals**

**Issued For:**

**Public Bike Sharing Equipment,  
Software/Technology and Installation**

**WisDOT Project I.D. 2190-06-71**

**Issued By:**

**City of Milwaukee - Department of Public Works (DPW)**

**Proposals Must Be Submitted**

**No Later than 3:00pm Central Time on Tuesday, February 3<sup>rd</sup>, 2015**

**LATE PROPOSALS WILL BE REJECTED**

Federal funds are utilized within this contract, and the DBE goal is discretionary.

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## **1.0 GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The City of Milwaukee [the “City”] envisions a public bike sharing system that will provide convenient, healthy and cost effective urban transportation for residents, employees and visitors. The City is seeking to deploy public bike sharing stations in Downtown Milwaukee, major neighborhood nodes, business districts and corridors, key cultural, educational and recreational destinations, and transportation hubs within the City limits over the course of several project phases.

Monthly members and daily/per trip users will be able to utilize a fleet of shared bicycles for short utilitarian (i.e., commuting, errands, appointments), social, recreational, tourism and fitness trips. Users will be able to pick up and return bicycles from any self-service station after purchasing daily, monthly or per use access to the shared bicycle fleet.

There is also active interest in public bike sharing in several adjacent communities, all which will likely have siting and operational relationships with the phased development of a public bike sharing system in the City of Milwaukee.

The City of Milwaukee was awarded \$1.6 million of federal Congestion Mitigation / Air Quality (CMAQ) funding to design and implement the first phase of a public bike sharing system in the City of Milwaukee. Per the various requirements associated with federal transportation funds, the City of Milwaukee is issuing this Request for Proposals (RFP) package to competitively solicit firms/vendors to supply public bike sharing equipment, technology/software, and installation and related services.

The City of Milwaukee is actively working with Midwest Bike Share (also known as Bublr Bikes) on the development of this public bike sharing system. At present, Midwest Bike Share is operating 10 bike sharing stations in Downtown Milwaukee that were implemented in advance of the availability of the City’s federal funding.

Midwest Bike Share conducted its own procurement process in early 2014 to launch these first 10 stations. However, the City is required by its federal funding source to seek competitive proposals for bike sharing equipment, software and technology services, and equipment installation and related services. The City takes this competitive procurement requirement seriously and will be selecting a firm/vendor that best meets the City’s scope of work and requirements, which may or may not be the same firm/vendor that Midwest Bike Share selected for the existing 10 stations.

The City is seeking to establish an Indefinite Delivery/Indefinite Quantity (IDIQ) contract to procure bike share station equipment, technology and installation. This is a negotiated procurement, so the 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 the City of Milwaukee’s requirements.

**Proposals shall be received by 3:00 p.m. Central Time on Tuesday, February 3, 2015.**

## 1.2 BACKGROUND INFORMATION

The City of Milwaukee envisions providing all residents and businesses with a high quality, well-maintained, multi-modal transportation system that efficiently integrates multiple transportation options across the region, while strengthening the local economy and reducing environmental impacts. This vision of success for transportation includes:

- **Planning and Connectivity** – land use and transportation planning are better integrated with diverse housing and reliable transportation options connecting people to jobs, educational institutions, health care providers, shopping, and recreational outlets.
- **Transportation Options** – place emphasis on moving *people* between destinations rather than just moving automobiles, including designing streets for multiple transportation options, including public transit, bicycling, and attractive and accessible sidewalks to encourage walking by persons of all ages and abilities.
- **Economic Development** – the City’s transportation system needs to support the local economy by efficiently and conveniently connecting residents to workplaces, schools and recreation, as well as facilitating the movement of goods and services.
- **Improved Health** – continued increases in walking and bicycling and the use of public transit can improve the general health of Milwaukee residents by incorporating active transportation into their daily lives and reducing air and water pollution generated by more dominant modes of transportation.

As part of the City’s efforts to implement this vision, the City of Milwaukee is interested in developing a public bike share system, which 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 residents, employees and visitors.

Currently, the City is in the process of completing a formal agreement with Midwest Bike Share to operate public bike sharing stations in the City of Milwaukee. Midwest Bike Share, Inc. (MBS) is a 501(c)3 not-for-profit corporation based in Milwaukee that is operating 10 bike share stations (Bublr Bikes – [www.bublrbikes.com](http://www.bublrbikes.com)) in downtown Milwaukee. These stations were purchased using public tax improvement district (TID) dollars as well as privately raised funds. Midwest Bike Share staff and board are fully aware that the City’s federal CMAQ transportation funding award requires a competitive procurement process that may or may *not* result in the selection of the same vendor that MBS selected for the 10 stations it launched in 2014.

### 1.3 PROCURING AND CONTRACTING AGENCY

This RFP is issued by the City of Milwaukee's Department of Public Works and the Wisconsin Department of Transportation while utilizing Federal Funding. The City of Milwaukee staff person responsible for managing the procurement process is Kristin Bennett, Project Manager.

The contract resulting from this RFP will be directly with and administered by the City of Milwaukee's Department of Public Works. The contract administrator will be Kristin Bennett, Project Manager. The City of Milwaukee is the sole point of contact during the selection process and project.

### 1.4 PROJECT FUNDING

The Federal Highway Administration through the Wisconsin Department of Transportation, under the Congestion Mitigation/Air Quality (CMAQ) Program, is providing \$1,280,000 with the City of Milwaukee providing matching funds of \$320,000 for a total of \$1,600,000 to design and implement the first phase of public bike sharing stations in the City of Milwaukee. A copy of the CMAQ funding application is available upon written request.

There is at least \$1,104,800 of these CMAQ funds available for procurement of bike sharing equipment, technology/software, and installation/related services. The remainder of the CMAQ funds and local match are earmarked for project management, station/system planning and field work, site preparation and related construction. If there are any funds remaining after all station planning and development work is completed, it will be transferred to the project's procurement budget.

### 1.5 PROPOSED PROJECT SCHEDULE

Date (or Expected Date)	Description of Events
Wednesday, January 14, 2015	RFP Package Issued
Wednesday, January 21, 2015	Deadline to Submit Requests for Clarification
Tuesday, February 3, 2015	Proposals Due by 3:00 p.m. Central Time
February 4 – 13, 2015	Evaluation of Proposal Submissions
February 16 – 20, 2015	Interviews for Shortlisted Vendors (if needed)
Early – mid-March 2015	Contract Negotiations with Selected Firm
Summer 2015	Initial Delivery / Installations of project equipment (Only a portion of the stations/bicycles is expected to be deployed in 2015; that quantity of equipment is currently being determined by City staff.)
By December 2016	Expected Completion of all Phase 1 Base equipment purchases and installations

Please note that a Proposer should be prepared to deploy all station equipment in 2015 per the proposed schedule above. However, the City anticipates only a portion of the 28-plus Phase 1 stations will be deployed in Summer/Fall 2015 due to the expected approval timeline and/or site preparation complexity of some station locations. In the event some stations sites will not be ready for installation and operation in 2015, the remainder of the stations will be installed in early to mid 2016.

## **1.6 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 City's Project Manager or her/his authorized representative(s). The firm shall not comply with requests and/or orders issued by anyone other than the City's Project Manager or her/his authorized representative(s) acting within their authority for the City of Milwaukee. Any change to the contract must be approved in writing by the City of Milwaukee 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 the City of Milwaukee

## **1.7 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 the City regarding any provisions of this RFP with regard to which the Proposer desired clarification.

## **1.8 SPECIAL CONDITIONS**

The City of Milwaukee encourages all cyclists to wear a helmet when operating a bicycle. A solid white headlight visible for at least 500 feet is required at night, and all bikes must have a red rear reflector per Wisconsin state law. The City of Milwaukee allows bicycles to be parked on the sidewalk as long as they do not obstruct pedestrian traffic. The City of Milwaukee does not permit bicycle riding on sidewalks except for limited and certain segments of sidewalks that have been authorized by the Commissioner of Public Works and marked by appropriate marks and signs.

## **1.9 BONDING**

The selected Firm will be required to provide a bond equivalent to 10% of the total Contract amount (Base Purchase period).

## **2.0 SCOPE OF WORK**

### **2.1 OBJECTIVES**

The Milwaukee public bike sharing 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 residents, employees and visitors a healthy, convenient and cost effective form of urban transportation. This project 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 bicycling 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.

### **2.2 PROJECT OVERVIEW**

The City of Milwaukee is seeking Proposals from qualified firms/vendors for bike share equipment, software/technical services and installation and related services to result in the Phase 1 roll-out of at least 28 stations per the proposed award schedule.

City staff is currently working on station planning and siting and does not currently have a specific number of stations. However, staff estimates that a minimum of 28 stations will be included in Phase 1 with an option to purchase and install more stations depending on the materials, technology and installation costs. Station planning and site preparation will be completed by the City of Milwaukee.

Vendors are encouraged to develop proposals that maximize the amount of equipment and technology that can be provided. The selected vendor will also install, test and assemble all equipment and technology at prepared station sites. Proposals shall provide a detailed timeline starting from the Notice to Proceed to the completion of Phase 1 installations. The City of Milwaukee expects to deploy only a portion of the first group of stations and bicycles from the Base Purchase in Summer 2015, and the remainder of this Base Purchase group of stations/bicycles will be deployed by the end of 2016. The specific quantities to be deployed in each year are currently being determined by City staff.

The successful bidder must obtain or provide software for the Milwaukee public bike sharing system, and shall list the City of Milwaukee as the licensee or sub-licensee of this software. Under the terms of this license, the City of Milwaukee 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 public bike sharing system.

Proposals will also indicate what processes or protocols the firm/vendor will establish to ensure that the City of Milwaukee and its authorized users or representatives can continue operating the bike sharing equipment and software/technology in the event the firm/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 firm/vendor.

As noted above, the City is seeking to establish an Indefinite Delivery/Indefinite Quantity (IDIQ) contract to procure bike share station equipment, technology/software and installation. An IDIQ contract provides for an indefinite quantity of materials, equipment and/or services for a fixed time – a base year(s) and option year(s).

The City of Milwaukee is seeking Proposals for the identified minimum and maximum quantities for the following Base Purchase and future Options:

	Base Purchase 2015 – Dec. 2016	Option 1 (est.) 2016 – Dec. 2017	Option 2 (est.) 2017 – Dec 2018
Bike Share Stations*	28 min. / 50 max.	15 min. / 45 max.	15 min. / 45 max
Expected quantity (range) of bicycles <i>per station</i>	13 -22 bikes	13 -22 bikes	13 -22 bikes

\* City staff expects that most of the bike share stations will be hard wired for electric service, however, the City does expect that some stations may need to be solar powered. The quantities for hard-wired electric stations versus solar stations are currently being determined by City staff. Likewise, City staff expects that some bike share stations may need to be boltless bases due to their installation locations. City staff is currently determining the base installation type that may be required at each proposed station site.

As noted in Section 1.4, the City of Milwaukee anticipates at least \$1,104,800 for equipment, technology and installation purchases in the Base Purchase. Option 1 and Option 2 reflect the possibility that additional funding beyond this initial funding for capital equipment purchases and installations (plus related technology/software and site preparation) could extend the City's purchasing through December 2018.

### **3.0 TECHNICAL SPECIFICATIONS**

This section provides expected characteristics of the Milwaukee public bike sharing system for system installation and operations; station and bicycle equipment; software; and online presence. The burden is on the Proposer to affirmatively demonstrate in its proposal how these expected system equipment and operational characteristics will be met. Additionally, because federal transportation funds are being used on this project, the Proposer must meet the Buy America provisions – please see Attachment B.

#### **3.1 SYSTEM INSTALLATION AND OPERATIONS**

- a. Provide all equipment and setup, including but not limited to bicycles, stations, software and licensing.
- b. Produce membership cards that can be customized with the local brand logo and/or sponsor recognition.
- c. Pre-launch training for operational staff, including hardware maintenance, bicycle redistribution, software management and customer service.
- d. Provide information on an option to provide 24-hour client services during the first year of system operation.

#### **3.2 STATION**

- a. Bike share stations with signs (lighted or unlighted—provide pricing for both) capable of displaying maps and advertising.
- b. Custom color and branding.
- c. Low maintenance/long expected useful life and high durability of station and components including, but not limited to, rust/corrosion preventative coating and materials, graffiti resistance.
- d. Smallest feasible footprint to enable installation in a space currently used as a parking space or on a wide sidewalk.
- e. Modular stations capable of fitting in areas of various shapes and sizes; include sample configurations to describe the range of layout options (e.g., curves, wrap around corners, options to work around fixed objects like light poles and other typical right-of-way elements).
- f. Tamperproof, dual locking bike docks.
- g. Options for AC or solar power, bolted or non-bolted docking bases, and single- or double-sided docks.
- h. 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 type of batteries, battery options, and the estimated frequency at which batteries will need to be maintained and also replaced.
- i. Ability to customize station aesthetics.
- j. Ability to customize stations with name and sponsor logos on each kiosk, map display and/or dock as designated by the potential sponsor(s).
- k. Responsive touch screen kiosks that are in color and visible in direct sunlight.

- l. All weather card readers accepting membership cards, credit cards, debit cards, including foreign credit and debit cards with “chips”.
- m. Capacity to maintain system security during loss of power or internet connection.
- n. A reliable and secure wireless system with encryption for financial data.
- o. Wireless connectivity relaying real time communication between stations and headquarters, particularly to report number of bikes per station and malfunctions.
- p. Simple methods for users to alert system operators of station or bike malfunctions.
- q. Ability for members to skip kiosk and check out bike directly from individual dock via RFID card or key.
- r. Constructed of tamper, theft and vandalism resistant, all weather materials.
- s. Capacity to display safety information, preferred routes, including a lighted map.
- t. Option(s) for overhead cover for stations for weather and debris protection (can be produced by responding firm/vendor or a Third Party vendor).

### **3.3 BICYCLE**

- a. Bike share bicycles (please include the overall weight of the proposed bicycle).
- b. Custom color and branding.
- c. Low maintenance, durable and constructed of tamper, theft, vandalism and rust/corrosion resistant all-weather materials.
- d. Enclosed derailleur, drive train, full fenders for protection from grease, dirt, and tire spray.
- e. Step-through, one-size, unisex frame, designed to fit the majority of the adult population with seat-only adjustment.
- f. Self-charging, solid white headlight visible for at least 500 feet, also rear red tail light (solid and/or blinking); both lights need to have the capability to remain lit for up to 60 seconds when the bicycle is not being pedaled.
- g. Minimum 3-speed internal gears with easy to use shifters (if other speed drive trains are available, please include this as a cost option).
- h. Puncture resistant tires and heavy duty, reflective rims.
- i. Handlebars that cover components and cables and outfitted with durable hand grips that are appropriate for local weather conditions in the Milwaukee area.
- j. Kickstand, loud bell, and durable theft- and weather-resistant saddle that is simple for system users to adjust.
- k. Option to equip bicycle with a secondary, on-board lock.
- l. Equipped with self-charging GPS. (Please indicate if the GPS is passive and/or active, the price differential if active GPS is an option/upgrade, and the format of the data for both passive and active GPS. The City of Milwaukee uses ESRI Arc GIS software for GIS analysis.)
- m. Cargo capacity for items like a briefcase, purse, book bag, shopping bags (up to 20 pounds).
- n. RFID tag (anti-theft mechanism and unique identification of each bike).
- o. Capacity to convey bicycle laws and safety, maintenance and customer service information on the bicycle.
- p. 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).

### **3.4 SOFTWARE**

#### *General Features*

- a. Ability to control/disable entire system, individual stations, and bikes from system headquarters via wireless connectivity or online operator's personal computer
- b. Data security, particularly for financial data, user names and addresses
- c. Ability for users to read and accept a liability waiver via kiosk and online
- d. Capacity to issue reports to maintenance crews indicating where to rebalance and where bicycles needing repair are located
- e. Ability to adjust hours of operation for specific stations or entire system, with the capacity to operate 24 hours a day
- f. Ability to adjust prices for check-out and bike usage by day, time, station
- g. System in place to enable bike check-ins and check-outs away from station locations, such as at community events
- h. Potential ability to link the Milwaukee system to other bike share systems, so that users of each can utilize all systems with a single membership card.
- i. Ability to collect email addresses, e-mail receipts and sign users up for e-newsletter
- j. Six language options minimum with Spanish included as one of the language options (please provide a full list of all language options offered)
- k. Paperless transactions
- l. Ability to purchase daily, weekly, monthly, and annual memberships at the kiosk
- m. Ability to generate detailed reports by date/week/month
- n. 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*

- o. Total users (24-hour/week/month/year)
- p. Detailed trip characteristic reports (day/month/year)
- q. Detailed miles traveled report
- r. Detailed calories burned report
- s. GPS bike route reports
- t. User demographics
- u. Vehicle miles reduced
- v. Gallons of gasoline saved
- w. Carbon emissions reduced

### **3.5 ONLINE PRESENCE (WEB AND MOBILE)**

- a. Web site, personalized to the Milwaukee bike sharing system, coordinated with partner organizations and/or municipalities, with basic information, FAQ, and brochure and map download
- b. Ability for users to purchase memberships online and to set up auto-renew
- c. Ability to offer membership discounts to certain populations online, including students, senior citizens, and employees of a certain organization

- d. Six language options minimum with Spanish included as one of the language options
- e. Ability for users to pay monthly installments toward the price of annual membership
- f. All elements of the web site will be fully functional and thoroughly tested no less than one month before the launch of the program
- g. Mobile application available on both iPhone and Android phones
- h. Easily navigable station map, also accessible on mobile application
- i. Real-time display of station status (active/inactive, full/empty), also accessible on mobile application
- j. Mechanism for users to report problems, make system improvement suggestions
- k. Social media integration on web site, such as Twitter/Facebook/blog feeds
- l. Ability to collect survey information and customer satisfaction ratings
- m. Search engine optimization for “Milwaukee Bike Share” and similar queries
- n. Personalized member Web pages that provide desired user reporting metrics information.
- o. Social networking features, such as member “leader boards” displaying most active users for the week, month, and year.

## 4.0 PROPOSAL SUBMITTAL INFORMATION AND FORMAT

### 4.1 GENERAL INFORMATION

The evaluation and selection of a firm/vendor will be based on the information submitted in the Proposals plus information gathered from references. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a Proposal.

Each Proposer should submit a detailed response to the RFP. The response shall include sufficient information to enable the City of Milwaukee 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. (See Section 1.5 for instructions on how to obtain clarifications on this RFP.)

### 4.2 SUBMITTING A PROPOSAL

Proposer shall submit two (2) original Proposals and six (6) copies of the Proposal in a sealed package to the City of Milwaukee no later than 3:00 P.M. on the WEDNESDAY, FEBRUARY 3, 2015. Proposals received after the due date/time shall be returned to the sender unopened. **Two (2) proposals shall be marked original and bear all original signatures.** The other six (6) may be copies.

The submittal shall be labeled "***Public Bike Sharing Equipment Proposal***" and be addressed and delivered to:

**Rollin Bertran, Engineer-in-Charge  
City of Milwaukee  
Department of Public Works  
841 North Broadway, Room 701  
Milwaukee, WI 53202**

Proposals arriving late due to a delay in the delivery process will not be accepted.

In addition to the above documentation, the respondent shall also submit electronic copies of responses (except the cost proposal) to [Kristin.Bennett@milwaukee.gov](mailto:Kristin.Bennett@milwaukee.gov) by 3:00 p.m. Central Time on WEDNESDAY, FEBRUARY 3, 2015.

#### 4.3 REQUEST FOR CLARIFICATIONS

The City of Milwaukee will not respond to oral requests. Only *written* requests, including questions and/or RFP or project clarifications, will be acceptable (mail, email and/or email attachments will be accepted).

All written requests for clarification in response to the RFP, including any significant ambiguity, error, conflict, discrepancy, omissions or other deficiency in this RFP, must be received by the City no later than WEDNESDAY, JANUARY 21, 2015 at 3:00 p.m. Central Time. Please submit these requests in writing via mail or e-mail to:

Kristin Bennett, AICP (Project Manager)  
Bicycle/Pedestrian Transportation Coordinator  
City of Milwaukee Department of Public Works  
841 North Broadway, Room 920  
Milwaukee, WI 53202  
[Kristin.Bennett@milwaukee.gov](mailto:Kristin.Bennett@milwaukee.gov)

Responses to requests for clarifications about the RFP will be sent out via email to all firms who provided their contact information to the City for the RFP Holder's List. (Please call 414-286-3314 to provide your firm's complete contact information if you have not already done so). Only written responses from the City of Milwaukee, provided as addenda, shall be official and all other forms of communication with any officer, employee or agent of the City of Milwaukee shall not be binding on the City or WisDOT.

#### 4.4 PROPOSAL FORMAT

Proposals shall comply with the following instructions, which are intended to ensure submissions contain the required information and documentation and have a degree of uniformity in the presentation of material.

Complete proposals, including cover page and table of contents are limited to 40 pages (excluding a typical title page and table of contents), type written with text in legible print on one or both sides of 8.5 X 11 inch sheets excluding the separate, sealed price proposal. Folded 8.5 x 14 inch (legal) or 8.5 x 17-inch (tabloid) sheets are acceptable but should be utilized only for selective graphic displays, large spreadsheets or project schedules. Please include page numbers on each page of the proposal (excluding title page and table of contents).

Each firm/vendor responding to this RFP shall prepare a Cost Proposal – two (2) originals and six (6) copies – and submit it under a **separate sealed envelope** marked as follows:

CITY OF MILWAUKEE – DO **NOT** OPEN  
PUBLIC BIKE SHARING EQUIPMENT COST PROPOSAL  
FEBRUARY 3, 2015

#### **4.5 PROPOSAL SECTIONS AND DETAIL**

##### **Cover Page and Table of Contents**

Cover page should include the project title, WisDOT Project ID number, name of firm(s) and submission date. The cover page and table of contents do not count toward Proposal page number limit.

**Completed Proposer's Document Submission Checklist** – see Attachment G

**Completed Proposer's Acknowledgements Form** – see Attachment H

##### **Introductory/Cover Letter**

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.

##### **Company Experience/Organization Capabilities and Capacity**

- a. Describe past projects that would qualify your organization to fulfill the requirements of Milwaukee's proposed bike share system. Be concise in your description.
- b. Describe your firm's availability and capability to meet the projected project schedule, including providing a more detailed project schedule with production lead time assumptions and likely installation schedule or time required per station.
- c. Please provide your contingency plan or business continuity plan in the event organization ceases to exist, defaults, or is otherwise unable or unwilling to reasonably perform its obligations.

##### **Products, Service and Support**

- a. Describe the proposed infrastructure/technology, including types of bicycles, kiosks, hardware and software involved. Be detailed but concise in your description. Responses must reference the Technical Specifications in Section 3.0 above.
- b. Provide a detailed timeline from Notice to Proceed to Completion of the Base Purchase period. Please refer to the Proposed Project Schedule in Section 1.5 above.
- c. Describe the estimated useful life of each piece of hardware (such as bikes, station, kiosks, docks and solar panels).
- d. Describe the specifics of the proposed warranty terms.
- e. Describe station site selection support services.



- f. Describe implementation and installation services.
- g. Describe on-going, end-user customer support services.
- h. Describe on-going operational support and training services.

#### **Exceptions to Any Portion of the Solicitation Requirements**

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.

#### **Completed Vendor Reference Forms**

Provide five (5) references from other recent cities or systems for which your firm has provided/is providing similar services and identify when work was performed, the type of work and services performed, and the amount of bike share equipment provided. These references should be comprised of locations where you provided more than 50 bikes to a system, including any that are no longer operational. Please use the Vendor References Form (Attachment E) to provide this information.

Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the reference check will be provided to evaluators and used in scoring the written Proposal.

**Certificate of Insurance** - see Attachment B for insurance requirements

#### **Completed Designation of Confidential, Trade Secret and Proprietary Information Form**

#### **Cost Proposal – Package #2**

Proposers shall use the proposal spreadsheet provided with this RFP package to submit their *separate*, sealed cost proposals. See ATTACHMENT D FOR COST PROPOSAL SPREADSHEET.

Proposers are welcome to submit additional relevant information regarding their cost proposal in any format of their choosing, but this information shall not be in lieu of completing the required cost proposal spreadsheet.

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

#### **4.6 INCURRING COSTS**

The City of Milwaukee and/or Wisconsin Department of Transportation (WisDOT) are not liable for any costs incurred by Proposers in responding to this RFP, including interviews, presentations or negotiations (i.e., travel, shipping/freight, etc.).

#### **4.7 INTERVIEWS, PRESENTATIONS, AND DEMONSTRATIONS**

The City of Milwaukee reserves the option to conduct interviews and/or pre-award discussions with any or all responsive and responsible respondents who submit eligible proposals. No Proposer shall rely upon the opportunity to present additional or clarifying information at a later time.

The interviews or pre-award discussions, if required, shall be conducted to solicit information to enable the City to evaluate the capability of the applicable Proposer offering the desired services. If the City notifies a Proposer that an interview or pre-award discussion is required, the City shall inform the Proposer of the schedule, order and procedure for the interview/discussion, including its content, time limits, identity of the presenters and use of handouts and visual aids.

If interviews/discussions are scheduled, the representative(s) of the firm who will be directly assigned to the account shall be present at the interview. During the interview, the Evaluation Committee may advise the Proposer of Proposal deficiencies and shall allow the Proposer to satisfy the requirements, questions or concerns by submitting final documentation by a deadline specified by the City. The Proposer may decide not to modify its Proposal and may inform the City the Proposal is firm and final.

The City may request that respondents provide one (1) bicycle and one (1) proposed station, samples of access cards/fobs, color sample chips, other systems' marketing materials, and the like. 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 the City, which may involve the dismantling of the equipment. Station and bicycle equipment samples remain the property of the Proposer and will be returned to the Proposer at the Proposer's expense.

## **5.0 QUALIFIED BASED SELECTION AND AWARD PROCESS**

### **5.1 EVALUATION COMMITTEE**

Responses to this RFP will be evaluated and ranked by an Evaluation Committee chaired by the Transportation Division's Engineer-in-Charge. The City's Evaluation Committee will consist of members selected because of their special knowledge about this project and their knowledge of the State's requirements for these projects. Proposers may not contact members of the Evaluation Team except at the City's request.

Representatives (staff, board members or contractors) of Midwest Bike Share/Bublr Bikes will *not* be participating in the review, evaluation or scoring of the Proposals.

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.

### **5.2 PRELIMINARY EVALUATION**

The Proposals will first be reviewed to determine if all requirements are met. Failure to meet all requirements may result in the Proposal being rejected. Proposals received after 3:00 p.m. Central Time on WEDNESDAY, FEBRUARY 3, 2015 are not eligible and shall not be considered for award of contract.

### **5.3 PROPOSAL SCORING**

Following the preliminary evaluation, eligible Proposals will be reviewed by the Evaluation Committee and scored against the stated criteria. The committee will also review references. The Evaluation Committee's scoring will be tabulated, and Proposals ranked based on the numerical scores received.

### **5.4 EVALUATION CRITERIA**

Proposals shall be evaluated according to but not limited to the following criteria:

- a. Company Experience and Viability, including References (20%)
- b. Organization's Capabilities and Capacity (15%)
- c. Product, Service and Support (35%)
- d. Equipment Availability and Delivery (5%)
- e. Cost Proposal (20%)
- f. Exceptions to Any Portions of the Solicitation Requirements (5%)

## **5.5 FINAL EVALUATION**

Upon completion of reference checks, the City's Evaluation Committee will review the preliminary evaluations and make adjustments to the requirements scores based on the information obtained. If deemed necessary by the Selection panel, the highest ranked Proposers may be invited for a verbal presentation and interview.

If additional 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 Commissioner of Public Works, who shall approve the final selection. This selection must also be approved by the Wisconsin Department of Transportation before any award is made.

## **5.6 RIGHT TO REJECT STATEMENT OF QUALIFICATIONS AND NEGOTIATE CONTRACT TERMS**

The City of Milwaukee reserves the right to accept or reject any or all Proposals and to waive irregularities and technicalities, when such waiver in its opinion would be to serve the interest of the City of Milwaukee. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the City may negotiate a contract with the next highest scoring Proposer. This process will be continued until a contract is negotiated and signed.

## **5.7 RIGHT TO INVESTIGATE QUALIFICATIONS**

The City 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.

## **6.0 GENERAL CONDITIONS AND REQUIREMENTS**

### **6.1 GENERAL**

All material submitted pursuant to this RFP, except any equipment samples requested by the City of Milwaukee, becomes the property of the City of Milwaukee. All documents pertaining to this RFP shall be kept confidential until the evaluation has been completed and a contract award made. With exception of the member of the Evaluation Committee, no information about any Proposals shall be released until the selection process is complete.

### **6.2 OPEN RECORDS**

All responses submitted to the City become the property of the City of Milwaukee 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 the City, 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 the City receives a request for public disclosure of all or any portion of a response, the City will use reasonable efforts to notify the Proposer(s) of the request and give such Proposer(s) an opportunity to assert, in writing, a claimed exception under the Public Information Act or other applicable law within the time period specified in the City's notice and allowed under the Act. Provided the City receives the Proposer's written assertion for the exception of identified materials within the time period specified in the City's notice, the City will forward those assertions to the Office of the Attorney General with the City's request for determination of the matter. If a Proposer has special concerns about information which it desires to make available to the City, 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 in its response using the provided form in Attachment F.

### **6.3 INCORPORATION OF OFFEROR'S PROPOSAL**

The City of Milwaukee reserves the right to incorporate the successful Firm/Vendor'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 the City, will be considered and may be accepted.

### **6.4 HOW TO AMEND PROPOSAL BEFORE DUE DATE AND TIME**

If after a proposal has been filed with the City of Milwaukee's Department of Public Works, the proposer 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 as indicated in Section 4.2. Except as amended, all

the conditions and provisions of the original proposal will be in effect. NO PROPOSALS OR AMENDMENTS TO PROPOSALS 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.

**6.5 RESPONSES TO REMAIN OPEN**

Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the Contract is finalized, or a minimum of ninety (90) days unless otherwise specified following the date set forth for the receipt and filing of the response to the Request for Proposal.

**6.6 PRICING**

Proposers 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.

**6.7 NON-COLLUSION**

The proposer covenants and agrees that it 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. Proposer covenants and agrees that: the proposal was made without any understanding, agreement, or connection with any person, firm or corporation making a proposal for the same contract and the proposal is in all respects fair and without collusion or fraud.

**6.8 THE CITY OF MILWAUKEE 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.

**6.9 CONTRACT EXECUTION**

Unless otherwise specified in the Request for Proposal, the successful proposer agrees to enter into a contract on the form prepared by the City, a copy of which will be on file in the office of the Department of Public Works, City of Milwaukee.

Acceptance by the City 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. The executed contract shall be returned to the City of Milwaukee by the Proposer within twenty (20) days after the receipt of the contract.

#### **6.10 AMERICANS WITH DISABILITIES ACT COMPLIANCE**

Proposers agree that if awarded a contract, the successful firm will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq.

**ATTACHMENT A**  
**CITY OF MILWAUKEE**  
**STANDARD TERMS AND CONDITIONS**

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

**1. Delays in Delivery**

Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the City of Milwaukee 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 City of Milwaukee 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 City of Milwaukee. The request for extension must be filed with the City no later than seven (7) calendar days prior to the actual delivery date. Failure to file this request for delivery extension shall render the Contractor liable for the difference between the "open market" and the Contract price, and other costs.

**2. Non-Discrimination**

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. This provision shall include, but not be limited to, the following: employment, promotion, 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 agrees to post in conspicuous places available for employees and applicants for employment notices setting forth the provisions of this clause. The Contractor shall include or cause to be included in each subcontract covering the work to be performed under this Contract, this provision, together with a clause requiring its insertion in further subcontracts that may in turn be made.

**3. Assignment**

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 City of Milwaukee being first obtained, and that if the Contractor shall so assign or sublet, without such consent, then the City of Milwaukee shall have the right, in its discretion, to rescind the Contract and to declare the same null and void.



#### **4. Performance**

Contractor shall and will well and truly execute and perform this Contract under the terms applicable to the satisfaction of the City of Milwaukee, 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.

#### **5. Payment**

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of a properly completed and undisputed invoice or receipt and acceptance of the service, whichever is later, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month, (unless the amount due is subject to a good-faith dispute and, before the 45<sup>th</sup> day of receipt, notice of the dispute is sent to Contractor in accordance with the notice provisions in the Contract). If there are subcontractors, the Contractor must pay the subcontractors for satisfactory work within seven days of the Contractor's receipt of payment from the City, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the Contractor fails to make timely payment to a subcontractor, the Contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8<sup>th</sup> calendar day.

#### **6. Indemnification and Defense of Suits**

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, by virtue of the infringement of any patents or other intellectual property, 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. The City shall tender defense of any claim or action at law or in equity to the Contractor or the Contractor's insurer, and upon such tender, it shall be the duty of the Contractor or the Contractor's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees.

#### **7. Time of Performance**

Time is of the essence in performance of the Contract that results from this RFP. If Contractor shall fail to fully and completely perform that Contract within the time limited for the performance thereof, Contractor shall and will pay the City, as liquidated damages for such default as an assessment for delay in completing said Contract, after the expiration of time limited for its completion. The liquidated damages rate is set at \$300 per calendar day, but the

specific equipment delivery and installation schedule will be negotiated with the selected Firm as part of the Contract that results from this RFP.

#### **8. No Additional Waiver Implied**

Failure or neglect of the City of Milwaukee 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.

#### **9. Publicity**

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.

#### **10. Conflict of Interest**

No officer, employee, agent, or member of the governing body 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. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any conflicting interest shall be employed. Any such interest on the part of the Contractor or its employee must be disclosed to the City.

#### **11. Public Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Contract 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 the Contract, 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.

#### **12. Debarment and Suspension**

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.

#### **13. Insurance**

The selected Firm shall provide proof of insurance to cover the loss of any and all equipment prior to its transfer to the City of Milwaukee and to cover the Firm's employees and/or contractors during equipment installation, related system start-up tasks, and travel. Please see Attachment B for the specific insurance requirements for this project.

#### **14. Termination**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services performed by the Contractor under this Contract for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of the damages due to the City from the Contractor is determined.

The City may terminate this Contract at any time and for any reason by giving written notice to the Contractor of such termination and specifying the effective date, at least thirty days before the effective date of such termination. If this Contract is terminated pursuant to this paragraph, the Contractor will be paid for goods and services actually and satisfactorily performed and provided, less payments for such goods and services as were previously made. The value of the goods and services rendered and delivered by the Contractor will be determined by the City.

#### **15. Performance**

The Contractor 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. Contractor shall have any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits to the City upon request. The Contractor will cooperate with the City of Milwaukee in performing Contract work so that interference with normal operations will be held to a minimum.

**ATTACHMENT B**  
**CITY OF MILWAUKEE INSURANCE REQUIREMENTS**

- A. The "City of Milwaukee" must be named as an additional insured.
- B. The insurance certificate must be an original and issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Electronic signatures are acceptable.
- C. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

The City of Milwaukee shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this Contract, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limited of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action."

A copy of the endorsement must be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage shall be approved by the City Attorney and placed on file with the City of Milwaukee Department of Public Works prior to commencement of work under this contract. The City Public Works Director reserves the right to examine and approve the actual policy of insurance before the City executes any Contract for this purchase.

- D. The certificate holder shall be noted as:
 

City of Milwaukee  
 Department of Public Works  
 841 N. Broadway, Room 701  
 Milwaukee, WI 53202

Required?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker's Compensation	Statutory Limits
Yes	Comprehensive General Liability	Bodily Injury: \$500,000 per occurrence \$1,000,000 aggregate Property Damage: \$500,000 per occurrence \$500,000 aggregate
Yes	Automobile Liability	Bodily Injury: \$500,000 per person \$1,000,000 per occurrence
Yes	Professional Liability	\$1,000,000 per occurrence

## **ATTACHMENT C**

### **BUY AMERICA PROVISION APRIL 2013**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.4 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.4>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

City of Milwaukee  
Public Bike Sharing Equipment, Software/Technology and Installation  
Cost Proposal  
Project ID 2190-06-71

Name of Firm:

Mailing Address of Firm:

Terms:

Prices to be quoted FOB Milwaukee, WI 53202

Name/Title of Authorized Signer:

Signature/Date:

Instructions

• Proposers may add more rows and pages as necessary

• Unit cost shall be shown.

• A total cost shall be entered for each category item.

• Unit cost, hourly rate, quantities provided will govern if there is an error in the extension.

• Once complete, printed copies shall be included in the Proposal per the instructions in the RFP document.

• This Excel file should NOT be emailed to the City unless requested.

• This Cost Proposal does not represent an order for purchase.

• Proposals are due on Tuesday, February 3, 2015.

**Cost Proposal Assumptions:**  
This is just a brief list of key assumptions. Please review RFP document for all required or desired components.

- At least \$1,104,800 million contract to be let in March 2015
- Desired delivery of a portion of the Base Purchase stations/bicycles in or before July 2015
- Average station size of 17 docks
- All stations have kiosks (customer interface)
- 50% bicycle to dock ratio (2 docks for every 1 bicycle)
- 15% of stations are solar powered
- All stations have map/advertising panels, preferably lighted/backlit

Item	Quantity	Description	Base Purchase		Option 1		Option 2	
			Price Per	Total	Price Per	Total	Price Per	Total
Equipment								
1		Bicycles		-		-		-
2		Bike Share Stations (lighted signs)		-		-		-
3		Bike Share Stations (no lighted signs)		-		-		-
4		Solar Power Kiosks or Solar Power Kit for Station/Kiosk		-		-		-
5		AC Powered Kiosks		-		-		-
6		Docks for Bicycles		-		-		-
7		Station Base		-		-		-
8		Maps/Ad Panel or Module		-		-		-
9		Membership Cards or Fobs		-		-		-
10		DETAIL OTHER		-		-		-
11		DETAIL OTHER		-		-		-
12		DETAIL OTHER		-		-		-
13		DETAIL OTHER		-		-		-
14		DETAIL OTHER		-		-		-
15		DETAIL OTHER		-		-		-
EQUIPMENT SUBTOTAL				-		-		-
SOFTWARE/TECHNOLOGY RELATED								
16		Software for Stations		-		-		-
17		Cellular Connectivity for Stations/Kiosks		-		-		-
18		DETAIL OTHER		-		-		-
19		DETAIL OTHER		-		-		-
20		DETAIL OTHER		-		-		-
SOFTWARE/TECHNOLOG RELATED SUBTOTAL				-		-		-
ASSEMBLY/INSTALLATION/TESTING								
21		Installation of Kiosks		-		-		-
22		Installation of Software		-		-		-
23		Installation of Bicycle Docks		-		-		-
24		Bicycle Assembly		-		-		-
25		Station Connectivity Set-Up Testing		-		-		-
26		DETAIL OTHER		-		-		-
27		DETAIL OTHER		-		-		-
28		DETAIL OTHER		-		-		-
29		DETAIL OTHER		-		-		-
ASSEMBLY/INSTALLATION/TESTING SUBTOTAL				-		-		-
ANNUAL/ON-GOING OPERATIONAL COSTS								
30		Warranty		-		-		-
31		Maintenance Service and Support		-		-		-
32		Software License and Upgrade		-		-		-
33		DETAIL OTHER		-		-		-
34		DETAIL OTHER		-		-		-
35		DETAIL OTHER		-		-		-
ANNUAL/ON-GOING OPERATIONAL COSTS				-		-		-
TOTAL - ALL ITEMS				-		-		-

Describe Expected Delivery Schedule:

**ATTACHMENT E**  
**VENDOR REFERENCES FORM**

**Proposer Name:** \_\_\_\_\_

Reference Name/Organization Name:

\_\_\_\_\_

Current or Past Client: \_\_\_\_\_ Were you the prime or subcontractor? \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Web Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

If you were not the Prime Contractor, what firm was? \_\_\_\_\_

Detailed Description of Equipment and Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Quantity of Equipment Provided (Stations/Bikes): \_\_\_\_\_

\_\_\_\_\_

Firm's Key Assigned Personnel (Name/Role/Years of Bike Share Experience):

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT F

### DESIGNATION OF CONFIDENTIAL, TRADE SECRET AND PROPRIETARY INFORMATION

RE: Milwaukee Public Bike Sharing Equipment Request for Proposal

Material submitted in response to the above mentioned City of Milwaukee Request for Proposal (RFP) includes information that we have determined is proprietary, confidential and/or information which qualifies as a trade secret, as provide in Wis. Stat. Section 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the Proposer asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential\* and request that the following pages not be released:

Section	Page	Topic

\*Proposers are cautioned that the entire proposal may not fall within the confines of the pledge of confidentiality. The above designation(s) of confidentiality in no way guarantees that designated information will be kept confidential. Under the provision of the Public Records Law, proposer is not entitled to notification prior to release of information, and is not entitled to go to court to block disclosure of any portion of the proposal. If the City of Milwaukee agrees with the proposer's designation of trade secret or confidentiality and the designation is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of trade secret or confidentiality.

---

Company Name

---

Signature

---

Date

---

Printed Name

---

Title



The City of Milwaukee, as custodian of these public records, has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

**PROPRIETARY INFORMATION:** Proprietary information submitted in response to this RFP will be handled in accordance with applicable City of Milwaukee procurement regulations. A Proposer responding to this Proposal should not include any proprietary information or protected trade secret(s) as part of its Proposal unless the Proposer:

- Designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document to the City of Milwaukee, and
- Identifies the specific information when it occurs within the Proposal.

The City of Milwaukee's preference is for the Proposer to segregate all information designated as confidential into one section of the RFP response and/or a separate document for easier removal to maintain its confidential status. The response to the RFP should indicate which portion of the requested information is confidential and where this information is location within the response, i.e., under separate cover, in confidential Section No. 123, etc. Data contained in the Proposal and all documentation become the property of the City of Milwaukee Department of Public Works.

Generally, Proposals are available for public review after the City of Milwaukee has awarded a contract.

## ATTACHMENT G

### PROPOSER'S DOCUMENT SUBMISSION CHECKLIST

Authorized Proposer Initials	REQUIRED DOCUMENTS AND SEQUENCE	For City Staff Use Only
	Proposers are required to submit a total of eight (8) hard copies of the Proposal – two (2) clearly marked <u>ORIGINAL</u> , six (6) clearly marked <u>COPIES</u> , and one (1) electronic copy submitted to <a href="mailto:Kristin.Bennett@milwaukee.gov">Kristin.Bennett@milwaukee.gov</a> . (Cost proposal should NOT be emailed except upon request.)	
	Cover page with details as indicated herein	
	Table of Contents with tabs corresponding to the submittal sequence	
	Proposer's Document Submission Checklist	
	Proposer's Acknowledgements	
	Introductory / Cover Letter	
	Company Experience / Capabilities and Capacity Detailed Response	
	Products, Service and Support – Detailed Response	
	Exceptions to Any Portion of the Solicitation Requirements	
	Vendor Reference Forms (5)	
	Certificate of Insurance	
	Designation of Confidential, Trade Secret and Proprietary Information Form	
	Cost Proposal in a separate sealed envelope – a total of eight (8) hard copies (2 clearly marked <u>ORIGINAL</u> and 6 clearly marked <u>COPIES</u> ). Do not submit an electronic copy of the Cost Proposal unless requested.  The outside of this envelope shall be clearly marked "City of Milwaukee – Do Not Open – Public Bike Sharing Equipment Cost Proposal" and the name of the proposing Firm.	

**NOTES:**

All of the original documents requiring signature or initials, including the cost proposal, are to be manually signed – no signature facsimiles.

The information being requested is material to the nature of this RFP. Failure to submit the above requested information with your Proposal and in the sequence and scope of services detailed herein may result in your Proposal being deemed non-responsive. Please make sure that the documents you submit with your Proposal fulfill all of the requirements set forth in this RFP.

**ATTACHMENT H**

**PROPOSER ACKNOWLEDGEMENTS**

**Please review and initial below to acknowledge you have read and understand the following specific provisions and requirements contained within this RFP document.**

<b>Authorized Proposer Initials</b>	<b>Provision or Requirement</b>	<b>For City Staff Use Only</b>
	Americans with Disabilities Act (ADA) Compliance	
	Buy America Provision	
	Bonding Requirement for Selected Firm	
	Insurance Requirement	
	City of Milwaukee Standard Terms and Conditions	