City of Baltimore Department of Finance Bureau of Purchases

Request for Proposals

for

The Design, Installation, Operation and Maintenance of a Bike Share System for the City of Baltimore

(Scope of Work, Submission Instructions, and Bidder Forms)

Part 1 of 2

Solicitation Number: B50004211

Due Date: October 21, 2015 at 11:00 A.M.

Any questions concerning this solicitation should be directed immediately to the CitiBuy Q&A Tab.

Brennae Brooks, Procurement Specialist II Bureau of Purchases 231 E. Baltimore Street, Suite 300 Baltimore, MD 21202

Phone: (410) 396-5709 Fax: (410) 396-2997

Email: brennae.brooks@baltimorecity.gov

Table of Contents

TOPIC	PAGE
Solicitation	3
Statement of Work	4
Living Wage Requirement	14
Detailed Specifications	
Submission Instructions	
Section B – Rid Documents	R-1

Important Notice to Vendors

Regarding Registration as a Requirement for Bidding/Proposing

- Anyone wishing to submit a bid or proposal must first be on the
 official respondent list for this solicitation. This is to ensure that
 Respondents receive all subsequent information and addenda
 related to this solicitation.
- 1. To be added to the respondent list you must be registered in CitiBuy and then download the solicitation.
- 2. To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.
- 3. Bids / Proposals submitted by vendors who are not on the official bidder list will be returned as non-responsive.

Solicitation

Sealed bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Board of Estimates

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Office of the City Comptroller Room 204, City Hall, 100 North Holliday Street Baltimore, Maryland 21202

and will be publicly opened by the Board of Estimates on the date and at the times indicated below.

Late submissions will not be accepted.

DBE PARTICIPATION REQUIREMENT	0%
BID BOND	2% of the total bid amount (See GC3).
PERFORMANCE BOND	None.
PRE-BID MEETING DATE & TIME	There will be a non-mandatory pre-bid meeting on September 24, 2015 at 10:00 A.M. (See SW10).
DUE DATE & TIME	Wednesday, October 21, 2015 at 11:00 A.M. local time.
PUBLIC OPENING DATE & TIME	Wednesday, October 21, 2015 at 12 Noon local time.

For Legal Sufficiency	Timothy Krus, CPPO
Assistant City Solicitor	City Purchasing Agent

Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. SCOPE OF WORK:

- Background. The City of Baltimore and the Maryland Department of Transportation (MDOT) have committed \$2.8 million as seed capital for launching a world class bike share system in Baltimore, and are currently searching for additional public and private funding. In a separate solicitation, Baltimore City Department of Transportation (BCDOT) is seeking proposals from brokers to develop and implement a sponsorship and advertising program for the proposed Baltimore Bike Share System. It is expected that federal funding will be utilized for the procurement of equipment including bicycles and stations, while the operations and maintenance costs of the system will be funded directly by the City of Baltimore. The initial program rollout projected for 2016 is expected to include between 250 to 500 bicycles along with 25 and 50 parking hubs (stations or similar depending on available technology). Funding is derived from State and Federal grants, as well as private sponsors. In Baltimore, the initial bike share system is expected to serve Downtown Baltimore and the Inner Harbor as well as the neighborhoods of Mount Vernon, Charles North, Mid Town, Jonestown, Fells Point, Downtown, University, Hollins Market, Pigtown, Canton, Patterson Park, Mount Clare, Union Square, Federal Hill, Riverside, South Baltimore and Locust Point, (See Service Area for more details). Future requests may be issued by the City or other municipalities or authorities to expand this service to other parts of Baltimore or other areas of the region.
- B. This grant shall be exclusively used by the Baltimore City Department of Transportation.
- C. The City of Baltimore is pleased to offer interested firms the opportunity to provide technology and services for implementing, operating and maintaining a highly successful automated on-demand Bike Share System. While the City is committing funding for the initial equipment purchase and launch support, the intent is that within two years, the system will be financially self-sustainable and will be able to expand through memberships and user fees, sponsorships and other mechanisms. The market opportunity for bike share in Baltimore is significant with the City's relatively mild weather, mix of high density residential, commercial, and educational development, along with an ever increasing bicycle infrastructure that continues to offer residents and visitors more comfortable and convenient ways of getting around town.
- D. The Baltimore City Department of Transportation ("BCDOT") is charged with building a shared vision and coordinating decision-making among various City, state and regional agencies and departments including the Maryland Department of Transportation (MDOT), Bike Maryland, Baltimore Department of Health, BikeMore (local bicycle advocacy organization) and private engineering and architecture firms. The City may also opt to partner with a regional government authority to facilitate the long term sustainability of the proposed Bicycle Share System through changes of administration and across municipal boundaries.
- E. The program will be an affordable, healthy, safe, and environmentally sustainable addition to Baltimore's existing diverse transportation options. Implementing a top-quality system will be a boost to the City's transportation network, economic development, and further advance Baltimore's position as a desirable place to live, work, and recreate. Bike share will help connect residents, commuters and visitors to more of Baltimore's businesses, institutions

and attractions. Bike share will be another incentive to choose Baltimore as a place to live, to work and to enjoy. It will also provide a healthy transportation alternative to a diverse group of City residents.

- F. The City desires to engage a qualified firm or joint venture to provide services for implementing, operating and maintaining a highly successful and financially self-sustaining automated on-demand Bicycle Share System. While the City is contributing funds to support initial equipment acquisition, startup and operations, this system is intended to be financially self-sustaining through a combination of user revenues, grants, sponsorships and the sale of advertising throughout its many stations. It is expected that federal funding will be utilized for the procurement of equipment including bicycles and stations, while the operations and maintenance costs of the system will be funded directly by the City of Baltimore. The Bicycle Share System should incorporate information technology to operate an initial fleet of between 250 to 500 shared bicycles that may be taken from one bike share station and returned to another initial network of between 25 and 50 stations (or station locations if proposing a smart bike system). The City shall retain ownership of the equipment and will be the sole entity responsible for the selection of the equipment.
- G. Before the "go live" date for the system the Respondent shall perform a Street Test of the System. The Street Test will assess all of the elements of the System, including but not limited to bicycles, locking mechanisms, stations, station power sources, cellular connectivity, server load, financial systems software and other support systems. At a minimum, the Street Test shall comprise five (5) stations with a minimum of five (5) System bicycles, equipment and operations. The Street Test shall be in operation for one (1) month. In addition to the Street Test the Respondent shall test each station and bicycle in the system prior to going live. The Respondent will be prohibited from commencing further equipment implementation of the System, bicycles and stations, until the Street Test and overall test is complete and identified problems are resolved to the City's sole satisfaction. The Respondent shall anticipate completing all of the System elements necessary for commencement of the System prior to the "go-live" date.
- H. The Respondent shall implement a preview month for annual/monthly members, where the first month of operations is open to members only. This preview month will help to promote monthly/annual membership signups and to conduct further quality assurance tests and refinements before opening the system to the public. Following one year of operations, it is expected that the City will work with the Respondent to determine the most appropriate implementation strategies for expanding the system.
- I. The successful Respondent shall be responsible for site planning and installation of the system at locations on public properties, private properties, parks, in the public right-of-way and at all other proposed locations. A blanket permit for site planning and installation at the solicitation of the Respondent may be considered by the City and will be subject to approval by the City's Department of Transportation Engineering Department. Unless explicitly agreed by the City of Baltimore and its partners and representatives, all physical infrastructure, intellectual property and data generated by the Bicycle Share System shall be the sole property of the City of Baltimore. Labor provided for the installation of stations may be subject to City prevailing wage requirements.

- J. It is expected that the Respondent will be compensated for system costs and return to the City any proceeds of the system that exceed the system costs. The contract between the City and the Respondent will include both potential for revenue sharing after operations and capital replenishment obligations have been met and penalties for unmet performance standards.
- K. While the City is prepared to share the revenue generated after operations and capital replenishment obligations have been met, it is open to creative proposals for revenue sharing. Respondents are encouraged to provide additional approaches if it deems there to be additional opportunities.

SW2. TERM OF AGREEMENT:

- A. Effective Date. The initial term of this contract shall begin on the date of Board of Estimates approval unless otherwise directed by the Board of Estimates.
- B. Expiration Date. The initial term of this Contract shall expire **five** (5) **years** from the effective date, unless otherwise directed by the Board of Estimates.
- C. Renewals. The contract shall contain an option to renew on the same terms and condition for **two (2) additional two-year terms** at sole discretion of the City.

SW3. METHOD OF AWARD:

A. Evaluation

- A. This solicitation requests that proposals, which contain both technical and pricing information, be submitted. Therefore, award, if made, will be made to the <u>responsive and</u> <u>responsible</u> Offeror that receives the <u>highest combined evaluation score</u> for <u>Technical Scoring</u> and <u>Price Scoring</u>, as determined by the Evaluation Committee ("Committee") and approved by the Board of Estimates, as follows:
 - B. Basic Responsiveness (no numerical value pass/fail).
- i. Basic Responsiveness is a Minimum Requirement and has no numerical value.
- ii. The Committee will determine if the proposal is responsive to the requirements and instructions as stipulated throughout this solicitation, including but not limited to completing and submitting all required forms and other documents and providing information in the order and format indicated, all in accordance with Sections **SM2**, GC10 and other relevant sections of this solicitation. Any proposal found to be non-responsive may be recommended for rejection and not given further consideration for possible award at the City's sole discretion.
- iii. In order to be considered eligible for award, an Offeror must submit information that clearly demonstrates that the Offeror either has on-hand adequate labor and equipment resources to perform the required services or has immediate committed access to such resources. Is there a form for the responder to include this information
- C. For those Proposals that meet the Basic Responsiveness requirements, Scoring will be as follows:
 - i. Technical in Section SM2 (70 points maximum).
 - ii. Price in Section 'B' (30 points maximum).

B. Technical Scoring

i. The Committee will evaluate and score all of the "Technical Response" criteria which is contained, described and outlined in Section **SM2**, which has a combined numerical value of **70 total possible points**, of which a proposal must achieve a score of at least 40 points to be eligible for further consideration of possible award.

C. Price Scoring:

- i. **This solicitation requests that proposals, not bids, be submitted.** Price shall not be the sole factor in determining the award. Points earned for "Price" will be added to the earned "Technical Points" for a combined total score.
- ii. The Evaluation Committee will determine if the price, in Section 'B', is considered fair and reasonable.
 - iii. Price will have a maximum numerical value of 30 total possible points.
 - iv. Price points are calculated/apportioned by the following formula

Percentage revenue offer \div highest percentage revenue offer (x) 15 points

+

Lowest user fee offer ÷ your user fees offer (x) 15 points

SW4. PRESENTATION:

- A. The Committee may, at its sole discretion, and as part of the evaluation process, request an Offeror(s) to come in and make a presentation, however, the Committee is not obligated to do so.
- B. Offeror shall limit its presentation to 60 minutes in length, exclusive of questions asked by the Committee.
- C. The Offeror cannot use the presentation to change, correct, deduct from or add to any portion of its bid/proposal submission package, nor is this to be considered a negotiation session.
- D. The Committee will not discuss or disclose other Offeror's submittals, but rather, will limit any subsequent discussion to that of the Offeror making the presentation.
 - E. If requested, the Offeror will be notified as to where and when to appear.
- F. Committee members reserve the right to amend their individual technical evaluation scores, when deemed necessary and/or appropriate, following presentation and/or negotiation.

SW5. OFFEROR RESPONSIVENESS & RESPONSIBILITY

- A. A Bidder is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format (including electronic response if required). See the instructions, forms and checklist in Section B, below.
- B. A Bidder is considered 'Responsible' if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary

for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.

- C. Anyone submitting proposals on this solicitation shall be able to clearly demonstrate, at the time of the proposal submission, that they have been and remain in the business of providing the services specified herein for a minimum of 3 years, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract. Otherwise, bidders must be prepared to demonstrate the same if requested by the City during the proposal evaluation process.
- D. Bidders are instructed to adhere to and follow all instructions in the Submission Instructions.

SW6. ADDITIONAL AWARD CONSIDERATIONS:

- A. Bidder Qualifications and Capacity:
- A. The City may make such investigations as it deems necessary to determine the ability and responsiveness of the Offeror to perform the work required by this solicitation, and the Offeror shall furnish to the City all such information requested for this purpose.
- i. However, failure by the City to discover, or even attempt to discover, any inability of the Offeror shall in no way excuse poor/non-performance by the grantor, nor shall it diminish the City's right to find the grantor in breach of the grant due to poor/non-performance as specified elsewhere herein under Section GC38.
- B. The City reserves the right, at its sole discretion, to contact all references offered by the Offeror with no further permission from the Offeror, and to follow-up on other reference leads generated.
- C. The Board of Estimates for the City of Baltimore reserves the right to reject the offer of any Offeror that the City determines is not qualified or desirable due to information discovered as a result of the proposing and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists.
- D. The City of Baltimore reserves the right to reject the offer of any Offeror that has a significant outstanding debt to the City of Baltimore.
- E. The City reserves the right to reject all proposals and to cancel this Solicitation requirement, or to revise the detailed specifications and issue an addenda or a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in the City's best interest.
- F. Following award, the awardee shall execute other grant closing documents such as an 'Agreement', 'Performance Bond', 'Payment Bond', 'Certificate of Insurance', etc., as required, and in accordance with Section GC3.

SW7. BID PRICE ESCALATION:

- A. Bid Price escalation/adjustment requests, if submitted, must be received by the City no less than forty-five days prior to the end of the first term of the contract, and any subsequent one-year contract term thereafter. Contractor shall show, with adequate supporting documentation as determined by City, that the requested increase is general in scope, and not specific to the City.
- B. The City of Baltimore may accept or reject any unit price adjustment request either in whole or in part. The acceptance or rejection shall be in writing prior to any price adjustment taking effect.
- C. If the City rejects the contractor's price adjustment request, the contractor may first appeal to the City Purchasing Agent and, if unsuccessful, either continue the contract under existing pricing or request that the City of Baltimore terminate the contract and reissue a solicitation, but shall not, on its own, terminate or discontinue providing the product or service until approved by the City.
- D. Prices for the **first contract term** shall remain firm and will not be covered by this provision.
- E. The contractor may request a unit price escalation/adjustment increase or decrease, but only for the **renewal terms**.
- **SW8.** New prices accepted by the City shall remain firm for the next term.

SW9. SUBCONTRACTING:

- A. Services specified in this solicitation that are ordered from any specific contractor must be provided by that contractor (i.e., the awarded vendor), not by subcontractors. Awardees/Contractors shall not subcontract unless they have prior written approval from the City.
 - B. Refer also to Sections GC31 and GC44.

SW10. PRE-PROPOSAL CONFERENCE:

- A. A pre-bid conference will be held on at 10:00 a.m. on September 24, 2015 at Bureau of Purchases, 2nd Floor Conference Room, 231 E. Baltimore Street, Baltimore, Maryland 21202.
- B. Attendance is not mandatory; however, it is recommended that prospective bidders, suppliers, sub-contractors, minority and woman contractors attend. No minutes of the meeting will be distributed. Any changes to the solicitation that result from the meeting will be distributed by addenda posted on the CitiBuy website www.baltimorecitibuy.org
 - C. Please restrict your firm's team to not more than three individuals.
- D. Offeror are advised to arrive on time and take notes as they deem appropriate. The City will not make notes or minutes available.
- E. Questions known in advance are requested to be transmitted to the Buyer as early as possible, and all questions received in advance will, to the extent possible, be addressed at the conference.
- F. Failure to attend will relieve the Offeror from fulfilling any/all of the requirements, terms and conditions of the solicitation/grant.

- G. The City is under no obligation to inform and/or report the results of the conference (e.g.: notes, minutes, etc.) to any Offeror attending or not attending the conference or arriving late, nor will the City provide such documentation. Bidders are advised to attend, to arrive on time and to take notes as they deem appropriate.
- H. It is requested that any and all questions known in advance, or requests to reconsider any of the terms, conditions, and specifications contained herein, be directed via e-mail to the Buyer noted on the front cover, at least five working days prior to the pre-proposal meeting date, to give the City an adequate opportunity to review the proposal document and prepare a response to your questions. To the extent possible, all questions received in advance will be answered at the Pre-Bid Conference.
- I. Please advise the Buyer, as early as possible in advance of the meeting, of your intent to attend and the number of individuals that your firm will send. This will enable City staff to reserve adequate meeting space.
- J. Verbal and written communications (except written addenda duly issued by the City) by any person(s) at the pre-bid conference, or at any other time or place, will have no effect on nor otherwise change any term, condition or specification contained herein. Only written addenda duly issued by the City are recognized as amendments to this solicitation. Therefore, if a written addendum is not issued by the City, the terms, conditions and specifications shall prevail as written herein. If there is a need for sign language interpretation and/or other special accommodations, it is requested that at least five (5) days advance notice be provided to the buyer.

SW11. POINT OF CONTACT & QUESTIONS

- A. During the bidding process, any potential bidder having questions regarding any part of this solicitation and/or Attachments or Addenda shall submit them in writing, only through Q&A feature in CitiBuy to the Buyer as also indicated on the front cover of this solicitation. The City will only respond to questions submitted through the Q&A feature in CitiBuy, whereby, all questions and answers will be posted.
- B. During the evaluation and award process, bidders are hereby instructed to communicate only with the Buyer indicated on the front cover of this solicitation.

C. Following award, the contract will be maintained by the Baltimore City Department of Transportation for all day-to-day operational issues.

D. Any subsequent issue that will result in a change to or renewal of the contract shall be communicated through the Buyer and approved in writing by the City Purchasing Agent and/or the City Board of Estimates for Baltimore City before the change or renewal takes effect.

SW12. BID BOND / GUARANTEE:

2% of the total bid amount.

SW13. PERFORMANCE GUARANTEE:

None.

SW14. INSURANCE REQUIREMENTS:

The following coverage(s) shall be provided:

- A. Commercial General Liability at \$1,000,000 per Occurrence; \$2,000,000 Aggregate.
- B. Worker's Compensation as required by law.
- C. Professional Liability, Errors, and Omissions Insurance at limit of not less than \$1,000,000.
- D. Commercial Excess / Umbrella Liability at limits of not less than \$2,000,000 per occurrence for claims arising out of bodily injuries or death and property damages. With those policies with aggregate limits, a minimum limit of \$2,000,000 is required. Such insurance shall include contractual liability insurance.
 - E. Also refer to the Certificate of Insurance Coverage page in Section 'B'.
- F. The Contractor agrees by entering into this agreement to a Waiver of Sub-rogation in favor of the City for each required policy herein.
 - G. This amends, but does not replace, Section GC23.

SW15. CONTRACTOR RESPONSIBILITIES:

- A. To provide and deliver all products and/or services specified herein and as requested by the City of Baltimore in accordance with the Detailed Specifications.
- B. To comply with all of the terms and conditions contained within this solicitation and all other relevant documents.
- C. To provide the name and contact numbers for the person/s who will oversee the service as required herein, and also an alternate person to ensure the needs of Baltimore City Agencies are met in a timely manner.

SW16. OMISSIONS & ERRORS:

- A. Rectification of any errors and inclusion of any omissions within this solicitation document that would preclude the proper functions of the products/services specified herein, and as intended by the City, shall be the responsibility of the vendor.
- B. Such omissions and errors shall immediately be brought to the attention of the Buyer noted on the cover of this solicitation, in writing via e-mail.

SW17. CITY RESPONSIBILITIES:

- A. To properly order services and/or products under this solicitation/grant, oversee the service and inspect and approve the services/products delivered, request purchase orders, and review and approve invoices for payment processing.
- B. To provide facilities as stated in the Detailed Specifications all at the sole discretion and approval of the City.

SW18. COOPERATIVE PURCHASING:

- A. Subject to the contractor's approval, the prices, terms and conditions of any contract resulting from this solicitation may be extended to the regional public schools, colleges, libraries the Baltimore Regional Cooperative Purchasing Committee (BRCPC), and other governmental entities.
 - B. Any participating entity will issue its own purchasing documents.

- C. Baltimore City assumes no authority, liability or obligation on behalf of these governmental or quasi-governmental bodies.
- D. There shall be no obligation on the part of any named entity to utilize the resultant contract.
- E. The entities shall have the unilateral right, during the contract period, to contract directly with the contractor to place orders, arrange deliveries, reconcile discrepancies and invoices and issue payments.
- F. The contractor's willingness to participate will not affect consideration of his/hers bid/proposal.

SW19. CONFLICT OF INTEREST AVOIDANCE:

- A. No official, employee, representative or member of the City of Baltimore who is representing the Mayor and City Council of Baltimore shall have any personal and/or financial interest in this solicitation / contract, either direct or indirect, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, with the exception of members of the City personnel resources required to process and administer this solicitation/contract.
- B. Any person having any personal and/or financial interest in this solicitation / contract and/or in any firm bidding on or receiving an award under this solicitation shall not participate in any decision made pertaining to this solicitation / contract, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, except as may be otherwise specifically required by the terms, conditions and specifications of this solicitation.
 - C. This term adds to Section GC11.

SW20. DISCRIMINATION AGAINST SUBCONTRACTORS:

- A. As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.
- B. The contractor shall be fully responsible for supervision of, and actions by, all of its employees, agents and/or volunteers.
- C. The City shall exercise no supervision or other control over the contractor's employees, agents and/or volunteers.

PROGRAMS – SEE APPLICABILITY AND REQUIREMENTS

SW-PROGRAM-1. DBE PARTICIPATION:

There are no DBE goals for this solicitation.

SW-PROGRAM-2. LIVING WAGE REQUIREMENT:

All service contracts established by Ordinance 442, and currently referenced by the City Code, Article 5, Subtitle 26, require the payment of the City's Living Wage. The City of Baltimore Wage Commission conducts an annual study using federal poverty guidelines to determine the future wage rate to be paid. The recommendation is then submitted to the Board of Estimates. The current hourly living wage rate of \$11.46 per hour. The living wage rates must be followed based on the City's year by year regulations.

SW-PROGRAM-3. BALTIMORE CITY'S YOUTH WORKS PROGRAM:

None required.

Notice to Contractors Living Wage Requirement

The Baltimore City Code (Edition 2000, Art. 5, Subtitle 26 "Hours and Wages – Service Contracts") establishes what is more commonly referred to as the City's "Living Wage" requirement. Contractors having service contracts with the City are required, among other things, to pay their non-professional employees a "Living Wage" to be determined each year by the Board of Estimates. Contractors must become thoroughly familiar with the "Living Wage" requirement. A copy of the City Code can be found on the City's website (www.baltimorecity.gov).

The "Living Wage" for FY 2015 is \$11.29 per hour, up to and including June 30, 2015; and from July 1, 2015 is \$11.46/hr. A legal review has concluded that the law does not differentiate between full-time and part-time (less than eight hours per day) service workers. All bid/proposal prices shall take these current approved wage rates into account and there shall be no unit price adjustments made thereto except in the event of future rate increases by the Board of Estimates.

Future Wage Increases. Future wage rate increases are defined as any new rates approved by the Board of Estimates that take affect after and supersede the rates shown in this solicitation. In which case:

- If you are paying exactly the current base minimum wage rate as stipulated above, you may submit a written request to increase your invoiced hourly rate by an amount equal to, but not greater than, the amount of the increase by the Board of Estimates for those affected employees; or
- If you are paying higher than the base minimum wage rate you may submit a
 written request to increase your invoiced hourly rate by an amount equal to
 the portion of the amount of any future increase which exceeds your current
 rate (difference between your current rate and the new rate) for those affected
 employees; or
- If you are paying at a rate which equals or exceeds the base minimum wage rate plus the new approved future increase rate amount, you may not seek an adjustment to your invoiced hourly rate.

Below is a copy of Art. 5, §26-10 ("Required Records – Project Payroll Reports"), which sets forth certain reporting requirements. A "Contractor Weekly Project Payroll Report" form is also included to be used in complying with §26-10. If you find it more convenient you may use your own form so long as it provides the information required and is in close conformity with the form enclosed.

If you need additional clarification regarding Article 5, Subtitle 26, please contact the Wage Commission at 4 South Frederick Street, Baltimore, Maryland 21202, or by calling 410-396-4835.

Copies of completed reports shall be submitted as follows.

One Copy: Wage Commission

10 N. Calvert Street, Suite 915

Baltimore, MD 21202

410-396-4835

One Copy: Bureau of Purchases

Attn: Administrative Division

231 E. Baltimore Street Baltimore, MD 21202

410-396-5709

If you require additional forms or have any questions relative to this matter, please call the Bureau of Purchases at 410-396-5709 or 5700.

BALTIMORE CITY CODE - SUBTITLE 26 - HOURS AND WAGES - SERVICE CONTRACTS - ART.5, § 26-10*

§ 26-10. Required records – project payroll reports

(a) Contractor to submit.

The contractor shall submit 2 complete copies of his weekly project payrolls and the weekly project payrolls of each of his subcontractors, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Wage Commission where the same will be available for public inspection during regular business hours.

(b) Contents.

The project payrolls shall contain:

- (1) the name of the prime contractor and the subcontractor, if any;
- (2) a designation of the project and location;
- (3) the name, Social Security Number, and occupation of each employee;
- (3) the name, Social Security Number, and occupation of each employee;
- (4) the classification in accordance with the classifications fixed in the contract;
- (5) the number of hours worked daily by the service worker at straight time and at overtime and the hourly wage rate for each;
- (6) the gross wages paid to the service worker per pay period; and
- (7) such other data as may be required by the Board of Estimates from time to time.
- (c) Prime contractor responsible for subcontractors.

The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

(d) Signed statement of compliance.

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

- (1) that the payroll is correct;
- (2) that the wage rates contained therein are not less than those established by the Board of Estimates as set forth in the contract;
- (3) that the classification set forth for each service worker conforms with the work that the service worker performed; and
- (4) that the service contractor has complied with the provisions of this subtitle.

[End of Art. 5, §26-10]

^{*} Note: This is only a portion of Subtitle 26. Contractors must be familiar with the entire subtitle.

Detailed Specifications

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

DS1. GOALS AND OBJECTIVES

A. As the City is looking to implement a bike share program that provides a 24-hour, 365-day per year service that complements other transit and transportation options, it has also proposed to focus on the following goals and objectives. In responding to this RFP, Respondents are asked to keep these objectives in mind, particularly the goals associated with Health and Safety, Personal Mobility, and Financial Sustainability.

PROPOSED GOAL	OBJECTIVES	
Personal Mobility Increase personal mobility in Baltimore, providing people with better access to destinations throughout the City.	 Maximize the number of destinations one can reach, providing enhanced connectivity to places that otherwise would be difficult to access. Integrate bike share as an extension of Baltimore's public transit network. Implement a sustainable transportation program that has minimal infrastructure impacts Ensure that bike share is cost competitive for users as compared to other modes. 	
Livability & Economic Competiveness Develop an innovative transportation system that improves Baltimore's livability and economic competitiveness.	 Attract and retain talent for the City's employers in line with the City's 10,000 Families Goal Raise the attractiveness of Baltimore for business investment and tourism. Reduce the environmental impact of transportation by helping replace single occupancy vehicle trips Develop a system that serves users in minority and low-income communities and improves their access to key destinations, such as jobs and recreation. 	
Health & Safety Provide residents a safe mode of transportation that promotes active and healthy living.	 Foster an active lifestyle by diverting a greater share of trips to bicycling. Support other City health objectives such as improved access to fresh foods and access to green space. Promote a culture of safety among bike share system users. 	
Financial Sustainability Create a system that is financially sustainable, transparently operated, and accountable to the public.	 Promote an economically sustainable program implementation through the use of local, state and federal grants; advertising revenue and private sponsorship Ensure ongoing self-sufficiency for operations and expansion through memberships and user fees, sponsorships, and other mechanisms Plan for and ensure sustainable capital funding for system growth and ongoing equipment replacement. 	

DS2. DEFINITIONS

The following definitions will be used throughout this document.

Glossary	Term Definition	
Bicycle Share System	The listed components in Appendix E along with the service to operate them.	
Bicycle/Dock Ratio	The number of free docking spaces available at a given Station, relative to the number of Bicycles available for rental, unless the Respondent defines otherwise.	
Bicycles	The unique bicycles designed to work with the bike share system.	
Clean	All surfaces and components are intact, unbroken, and free of graffiti, scratches, stickers, trash, and other waste and snow.	
Dock	Docks are the portion of the station designed to hold a single bicycle securely when not in use.	
Field checks	Site visits and inspections conducted by the City of Baltimore staff or other designated persons and may occur at the Stations or at the field operations facility of the operator.	
In service	That portion of the system that is working up to its expected level of performance.	
IT Interface/Central Computer System	The part of the Bicycle Share System by which the operator will monitor, adjust, open and close the system and which will catalogue user and station data such as check-ins, check-outs, state of repair, etc.	
Kiosk	The computerized interface that is linked by wireless communication technology to the Bike Share System as a whole and is continually available to facilitate walk-up registration for multiple terms, in multiple languages and facilitate customer interactions with the Bike Share System including information on the nearest Stations with open docking points.	
Information Panel	Display that can be used to provide maps, information about the system, and space for advertising and sponsorship.	
Resolution	The successful completion of a task and/or solving of an issue or problem.	

B50004211 - The Design, Installation, Operation and Maintenance of a Bike Share System for the City of Baltimore – Due: 10/21/2015

Glossary	Term Definition
Station	Also known as parking hub, a station includes a combination of kiosk, docks, signs and system maps. May also include solar panel or other power source, and other features depending on technology.
System Operator or Respondent	The firm/joint venture that will design, implement, maintain and operate the Bicycle Share System.
Website	The Bicycle Share System Website where users can log in to their accounts, register for membership and interact with customer service.

DS3. BASIC SERVICE DESCRIPTION:

A. The Bicycle Share System should be designed to allow one-time use by either walk-up or online registration at various docking stations. Walk-up renters will include visitors, residents, and commuters. These designated stations should enable walkup renters to register, submit credit card data or other potential fare media, and execute a user agreement. The user interface shall be able to be visible 24 hours per day, 365 days per year, and shall be able to be used in all temperatures and conditions for the Baltimore region.

B. Requirements

Bicycle stations should be simple, reliable, and designed to be flexible enough to fit in areas that do not impede pedestrian or vehicular traffic. Stations will be installed on a variety of surfaces and flexibility in design such that the station can be located easily in Baltimore's dense urban fabric will be a priority. Stations shall be affixed to various surfaces depending on the location of the stations.

As it is expected that the system will offer advertising and sponsorship opportunities, double sided panels should be featured at ALL stations and should also have the ability to host advertising, sponsorship and way finding information. The option of back-lit panels shall be considered advantageous in a response to this RFP.

No electrical service will be provided but in the event the Respondent chooses to obtain electrical service, all appropriate permits for electrical service and construction will be required. The City will not be responsible for, or provide funding for electrical service.

DS4. SERVICE AREA

A. The initial service area for Baltimore Bike Share is expected to serve Downtown Baltimore and the Inner Harbor as well as the neighborhoods of Mount Vernon, Charles North, Mid Town, Jonestown, Fells Point, Downtown, University, Hollins Market, Pigtown, Canton, Patterson Park, Mount Clare, Union Square, Federal Hill, Riverside, South Baltimore and Locust Point. The recommended service area is shown in the map below and will include the following system characteristics:

B50004211 - The Design, Installation, Operation and Maintenance of a Bike Share System for the City of Baltimore – Due: 10/21/2015

Service Area	Stations	Bicycles	Station Density (per sq. mile)
5.2 Sq. Mi.	25-50	250-500	4.8 - 9.6

- B. The residential population of the initial service area is approximately 110,000, and the daytime working population is estimated at 125,500. The City of Baltimore receives over 23 million visitors per year drawn by the many local attractions including Fort McHenry, Camden Yards, Baltimore Aquarium, and the Inner Harbor among others. The target ridership population for the Baltimore Bike Share system is expected to be 16 years of age and over. Ridership is initially estimated to be 250,000 annual trips, based on data from bike share systems from North American cities with a similar service area model and scale.
- C. The bike share service area represents a diverse cross section of central Baltimore in terms of age, race, income, and education. Nearly 60 percent of the service area's residents are between 15 and 45. The Contractor/System Operator (Respondent), shall provide a market analysis analyzing the potential for expanding the system to different areas of the City to host a bike share station.

Johns Hopkins
University of Maryland
Month Versit
Month

Figure 1 - Recommended Service Area

DS5. SCHEDULE

The City anticipates that the first phase of the system will "go live" in 2016 (within 6 to nine 9 months after a contract is executed). The City encourages the Respondent to consider how the schedule can be expedited without sacrificing quality of service or system launch.

DS6. APPROVALS AND PERMITS

A. The City shall inspect and approve each implementation phase including the location of stations, prior to the launch. Respondent is responsible for adhering to respective local policies, permitting process and securing appropriate approvals before agreed upon system launch date.

DS7. GENERAL DISCLAIMER OF THE CITY

A. This RFP does not commit the City of Baltimore or its appointed designee to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Respondent to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. Furthermore, the City reserves the right to request modifications to a successful team if it is deemed to be in the best interests of the City.

DS8. MONITORING AND SECURITY

A. By submission of a proposal in response to this RFP, the Respondent agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City of Baltimore, and with all security policies and requirements of the City.

DS9. DESIGN

A. Attractiveness of design will be a key aspect of universal acceptance of the bike share system in Baltimore. Quality of workmanship, appearance of stations, colors and resistance to environmental degradation and vandalism will be considered. The Respondent will work with the City of Baltimore, the System Sponsor (when selected) and its representatives to improve upon existing designs and customize aspects of the stations to suit local needs. Stations should have a unified look and feel throughout the system and should be an attractive addition to the urban fabric of the city. The City of Baltimore will be seeking a System Sponsor for the Bicycle Share System as well soliciting advertising, and will be looking for the ability to maximize those revenues by enabling branding and advertising of multiple aspects of the bikeshare system (physical and digital).

DS10. STATION/PARKING HUB LOCATIONS AND PLACEMENT

A. Subject to City of Baltimore approval, docking stations may be located primarily on public property, parks and in the public right of way at no rental cost to the operator. The operator is also encouraged to negotiate agreements to locate stations in publicly-accessible locations on private property if deemed advantageous to the system. It is anticipated that the initial implementation zone will be located in central Baltimore in an area outlined in Figure 1 above. The Respondent will identify initial deployment areas and conduct all station installations in coordination with the City of Baltimore. System Sponsor and Station Sponsors may be involved in site selection and station installation as well.

- B. Flexibility in configuration and ease of installation and relocation or removal will Be imperative for a successful bike share system. Docking stations should be designed in such a way that they can be flexibly deployed on a variety of surfaces, grades and configurations. Stations should be able to be installed quickly and with no damage to surrounding structures. Stations should be able to accommodate angled configurations, gaps to provide access to utilities, tree pits or plantings and should be designed such that a single registration kiosk can serve multiple flights of non-contiguous bicycle docks and accommodate straight and angled bicycle docks as well as plates allowing the bike share station to conform to curves and angles at a given location. The Respondent will be responsible for planning placements and installing the stations. While it is expected that the majority of bike share stations will be located on public right of way, the City will work with the Respondent on developing a process for siting public assets on private property should space not be available for siting stations on public right of way. It is expected that the Respondent will act as the agent representing the City and will process all permitting and agreements with the private property owner. The final sites for all stations will be vetted and approved by the City.
- C. The Respondent, at the request of the City, System Sponsor, Station Sponsor, or Station Host, shall be required to remove or relocate docking station structures which interfere with the construction, maintenance or repairs of public utilities, public works or public improvements, or which the City otherwise deems to be inappropriate or undesirable at a particular location in the City's sole discretion.

DS11. BICYCLES

A. Bicycles should be designed to accommodate, to the extent feasible, people sixteen (16) years and older, of all shapes and sizes. Key features should include a one-size-fits-all highly durable design, protection from dirt and grease, ease of pedaling and shifting; self-generating lighting system including front and rear headlights that remain illuminated for a minimum of 60 seconds at rest when used; rack to hold a small bag; fenders; chain guards; bells, puncture resistant tires; reflectors; and a bicycle tracking system (which may include GPS or RFID chips). Bicycles should come with a warrantee for at least five (5) years. Bicycles shall be of a theft and tamper resistant design. As with the docking stations, high quality of design shall be considered as part of the requirements. Bicycles should be compatible with and enhance the urban environment and must be capable of being branded appropriately for a title sponsorship. Respondents must be willing to work with the prospective System Sponsor and the City of Baltimore or its representatives to establish a design that is appropriate and attractive.

DS12. INFORMATION PANELS

A. The dimensions for the informational panels should be no less than 3 x 5 feet and should contain one side for advertising and one side for public service announcements or to advertise City services. While not a requirement, backlit informational panels are highly desired The Respondent shall be required to produce, update and maintain all system maps and system information panels based on the City's specifications. The Respondent will also be responsible for maintenance and cleanup of all information panels. Additionally, as the City of Baltimore is selecting an Advertising Broker through a separate IFB process, the Respondent will work with the Advertising Broker who will be responsible for handling the placement and

removal of advertisements/sponsorship panels within one side of the station's information panels.

DS13. SYSTEM MAINTENANCE

- A. The Respondent shall be solely responsible for the maintenance of the Bicycle Share System. Such maintenance shall include, but is not limited to, inspecting, repairing and cleaning the docking station structures (including docks, information panels, and kiosk) on a regular basis. The docking station structures shall be well maintained, appear in good working order and be free of graffiti and stickers. Prompt repairs and preventative care should not impede the users from renting from the docking stations.
- B. The Respondent will also be responsible for maintaining any and all advertising locations on bicycles, docks, kiosks, and all other pieces of the Bicycle Share System. Through a separate IFB process, the City of Baltimore is selecting an Advertising Broker who will be responsible for handling the placement and removal of advertisements within the station's double-sided panels. It is expected that the Respondent will work with the Advertising Broker to grant access to each station's advertisement panels.
- C. Back-end operations, maintenance crews, and customer service teams will work to ensure that the bicycles are properly distributed throughout the system at all times, in safe and working condition, and that customer needs are quickly addressed. Bicycles will be inspected and/or repaired at least once every two weeks. The Respondent will work to ensure that software and customer interface platforms (website, at the bike/kiosk, mobile) are functional at all times.
- D. All docking station structures shall contain a highly visible telephone number to which the public may direct questions, complaints and comments regarding the service provided. It is expected that live help shall be provided during the majority of hours of system operation. The Respondent shall log complaints and respond in a timely manner (between 48 to 72 hours at most). The Respondent shall provide a shared database in which the City can communicate complaints between the public and from the City, and in which the Respondent can report the resolution of such complaints. Locally based call center staff is preferred. Refer to Appendix D for more details.

DS14. OPERATIONS

A. The City of Baltimore expects that the bike share system will be operated to the following standards:

- 1. The Respondent will develop, operate and maintain all aspects of the System at agreed upon levels through-out the term of the anticipated contract.
- 2. The Respondent will hire and train adequate staff to support the Bike Share System.
- 3. All information, including financial records and payment invoices, and all systems and facilities are subject to City inspections immediately upon request and the Respondent will provide all agreed upon management data to City immediate upon request.
- 4. At City's request, the Respondent will coordinate with City agencies, and utility

companies as necessary.

- 5. At the request of the City Maintenance Plan(s) may be altered at any time to ensure the adequate maintenance of all System equipment.
- 6. Subject to approval by City, the Respondent should develop and abide by Maintenance Plan(s) to maintain System Bicycles, Stations and Station Computer Units in a state of good repair.
- 7. Maintenance teams will record all maintenance visits, cleaning and repairs using a modern inventory management system computerized.
- 8. The Operator is responsible for locating and retrieving Bicycles that are not returned within 24 hours.
- 9. At the request of the City Maintenance Plan(s) may be altered at any time to ensure the adequate maintenance of all System equipment.

DS15. USER EXPERIENCE

- A. The system is expected to be used by residents and tourists 16 years of age and up. The system will be designed to allow bicycles to be removed and replaced from self-service stations throughout the network by two main user groups: subscribers and walk-up renters. It is anticipated that subscribers will be the largest user group. And will have two methods to register and submit payment: i) use of a web page to register, submit payment, and execute a user agreement; ii) visit a bike share office where they will be able to purchase a bike share membership through a cash transaction, obtain a membership card, and execute a user agreement. After registration, subscribers will be able to immediately access a bicycle at any terminal. Walk up renters will be able to access the system at any station and will be able to use a credit card or other payment technology to gain quick daily access to the system. Ease of access by all different types of users will be a key factor in a successful system.
- B. Respondents are encouraged to submit plans for types of membership or user participation that differ from existing models. Examples could be bundled memberships with monthly MARC train passes or local bus, light rail, and other transit passes. Seamless interoperability of fare media between other bike share systems and transit services available in and around Baltimore is highly desired in the response to this request.

DS16. USER FEES

- A. The system should be designed to automatically complete financial transactions entered with data input at the web page, mobile application and terminals. The City of Baltimore expects the bike share system to require no operating subsidy from City funds. Fare structure innovation is encouraged and it is expected that successful Respondents will submit at least two proposed fare structures that will meet the following goals:
 - 1. Provide a simple, easily understood system for all users
 - 2. Reflect the true value to users of the system
 - 3. Generate sufficient revenue to sustain system health long term
 - 4. Promote the use of bicycles for short trips

DS17. FINANCIAL TRANSACTIONS

A. The Respondent shall be required to process and handle all payments, fees, penalties or other monetary transactions by users of the system. The Respondent is expected to adhere to industry standards for data security and to safeguard financial and personal data of all participants. The City of Baltimore shall not be liable for any data breaches throughout the duration of the contract and any possible extensions.

DS18. REVENUES

A. All revenues from the sale of memberships, access fees, day passes, penalties and late fees are to be paid directly to the Respondent. Should the System generate additional revenues, other than those covering the Operating Costs, it is expected that the Respondent will submit monthly payments which include the additional revenue to the City.

DS19. DATA MANAGEMENT

A. The Respondent shall provide the City at a minimum with weekly data regarding the performance of the Bicycle Share System. The Respondent is expected to be able to provide current performance measures on a real-time basis at the request of the City or its representatives. The Respondent will prepare weekly, monthly, quarterly and yearly reports on a series of agreed-upon metrics and will outline plans for system improvement at these times. A preliminary list of required metrics and how frequently they are to be updated can be found in Appendix E. The Respondent is expected to provide data on their website that is available to the public, which includes at a minimum the information regarding ridership, fleet performance and safety, customer service, and membership. The use of free and open Application Programing Interface (API) platforms to stream live system usage data is mandatory. The availability of data to the public is important to the City to ensure that residents see a return on investment for the use of public property and funds. The City of Baltimore will not be held liable for any data breaches throughout the duration of the contract and any possible extensions.

DS20. MARKETING

- A. The Respondent shall provide at a minimum the following features related to the marketing of the program:
 - 1. Build and maintain a project website which provides an interface where customers may learn about and sign-up for the program, and provides service updates;
 - 2. Develop a targeted and well-designed marketing and PR program that generates enthusiasm prior to system launch and has ongoing elements with a modern theme;
 - 3. Develop and establish a social media campaign (ex., Twitter, Facebook, etc.) to keep members abreast of day-to-day operations and special communications;
 - 4. Maintain an FAQ and provide royalty-photos of the system on the website for use by the media;
 - 5. Conduct semi-annual market research/customer surveys to collect demographic data of users, usage characteristics, and feedback on customer experience; and
 - 6. Develop a satisfactory public relations emergency response to address a fatality or

serious injury.

Refer to **Appendix D** for more details on what is expected.

DS21. SOCIAL EQUITY

- A. Baltimore's Bicycle Share System will pay special emphasis on social and geographic equity. The proposed service area is expected to include stations in geographically and socially diverse parts of the City. The Respondent should suggest means to maximize the accessibility of service to all Baltimore residents while balancing the potential costs of the system.
- B. To increase the number of unbanked residents utilizing the system, the City is proposing that residents without credit cards be able to pay for a membership via cash transaction. The City envisions that a resident may visit a central office where they will be able to purchase a bike share membership through a cash transaction, register with the program, and obtain a membership card, and execute a user agreement. The Respondent should provide a plan related to how this cash transaction registration option may be provided. Particular care should be made to provide convenient system access to groups traditionally underserved by existing bike share systems, for example by providing subsidized memberships, monthly installment memberships, and cash transaction registrations.

DS22. OWNERSHIP

A. The Bicycle Share System, including the stations, informational panels, and bicycles, will be the property of the City of Baltimore or the City's designated authority. All tools, rebalancing and maintenance equipment shall be the property of the System Operator. The Respondent will be expected to serve as the City's agent for procuring the equipment as well as all required parts and tools. A complete list of specific requirements and desired features is found in Appendix D Response Documents. Appendix D will help guide the Respondent in writing an appropriate submittal.

DS23. HOURS AND LOCATION OF WORK

A. The Bicycle Share System is expected to operate 24 hours per day and 365 per year, though it may close for weather events or other emergencies. All routine maintenance and operations activities will occur in City of Baltimore. All vehicles shall be registered in the State of Maryland. While not required, it is highly desired that all call center operations are based in the City. Respondents should provide an estimate of the cost of locally sourcing all call center operations.

DS24. REPORTING REQUIREMENTS

A. The Respondent shall report to the City of Baltimore on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. See "Data Management" and Appendix E for a discussion of what is required to be reported and when.

DS25. SPECIFIC PERFORMANCE STANDARDS

A. The contract resulting from this RFP will include performance and quality standards for the project, including but not limited to:

- Timely delivery and installation of the infrastructure
- Proper function of the IT infrastructure
- Clean and functional bike share stations and bicycles
- Customer service including call center performance
- Reporting and business operations

These performance standards are detailed in **Appendix D**.

DS26. PROPOSAL FORMAT

One original and 5 signed copies of proposals and one digital version on a USB memory drive should be delivered by hand or alternate means to ADDRESS by DATE. The City of Baltimore is not responsible for proposals that arrive after the proposal deadline.

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Respondent, and the following information, in the sections and order indicated:

- A. Cover sheet
- B. Table of Contents
- C. Introduction/Executive Summary. Provide an overview of the services being sought and proposed scope of services. Describe the strengths of the proposal and why the City should choose the Respondent.
- D. Narrative (not to exceed 50 pages, single-spaced, double-sided, 12 point font on 8.5 x 11 inch paper)
 - 1. Respondent's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number.
 - 2. A primary contact for the Respondent, including name, job title, address, telephone and fax numbers, and email address.
 - 3. Description of Respondent and Proposal Team: Provide a description of Respondent's business background, including, if not an individual, Respondent's business organization (corporation, partnership, LLC, for profit or not for profit, etc.) and proposal team. This will include the following for each team member: whether registered to do business in Baltimore and/or Maryland, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered with the City or State of Maryland as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other

information about Respondent's proposal team that Respondent deems pertinent to this RFP.

- 4. Respondent's references: Provide at least three references (two for each subcontractor), preferably for projects that are similar in type, scope, size and/or value to the work sought by this RFP. If applicable, Respondent should provide references for projects with other municipalities that are similar in size to the City of Baltimore. For each reference, include a description of the project, the name, address, email and telephone number of a contact person. Be sure to provide the following information for the firm and any subcontractors:
 - i. Company Background
 - ii. Company general history
 - iii. Company experience in performing the services specified herein, and
 - iv. Qualifications and experience of the firm's personnel to work on this solicitation/contract.
- 5. Statement of Qualifications and Relevant Experience: Provide a statement of qualifications and capability of the Respondent and its business partners to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Respondent must include a statement confirming that Respondent meets such minimum requirements.
- 6. Proposed Subcontractors. State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work.
- 7. Understanding of Scope of Work. Respondents should refer to Section II, Appendix D and Appendix E for the specific questions that must be answered when responding to this RFP. The responses should contain a narrative portion as well as any additional tables, charts, diagrams or other information that will help the selection committee fully understand the proposed infrastructure. The answers to the technical questions should be generally answered in the order that they are listed in Appendix D and E, and headings that correspond with each section should be used to organize the response.
- 8. Project Understanding. Provide a narrative statement that confirms Respondent's general understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the Bicycle Share System. Respondent shall specifically address the following:
 - i. Bicycle Share System Planning and Implementation
 - a. Proposed size of system based on:
 - ((1)) Proposed size and phasing by the City

- ((2)) Respondent's market analysis
- b. Proposed schedule for roll-out (25 to 50 station system), proposing general locations and timeline to proposed optimal system size based on the:
 - ((1)) Proposed size and phasing by the City
 - ((2)) Respondent's market analysis
- c. Describe installation process, timeline for Stations (including the Respondent's approach to the permitting process)
- d. Identify implementation costs
- e. Staff and organization chart for installation/implementation process
- f. Role of City of Baltimore in facilitating implementation

ii. Description of Operations

- a. Provide general narrative of approach to operations and maintenance
- b. Provide responses to Technical Response Document (**Appendix E**)
- c. Provide business and financial plan including:
 - ((1)) Operating and maintenance five (5) year budget for high and low funding approaches
 - ((2)) Plan for covering operating and maintenance costs
 - ((3)) Proposed Fare Structure
 - ((4)) As the City is open to considering various bike share technologies (i.e., smart bike vs smart dock), respondents are requested to provide a i) per bicycle per month, and ii) per "dock" per month unit for comparison purposes. These costs should be based on both a 250 dock system and the ideal system based the Respondent's proprietary market analysis. Please show an itemized breakdown of the elements that go into each comparison unit (i.e., dock and bicycle).
 - ((5)) Organization Chart of employees
- d. Facilities and equipment needs
- iii. Description of physical infrastructure (refer to **Appendix D**)
- E. Requested Exceptions to Contract Terms
 State exceptions, if any, to City Contract Terms that Respondent requests, including
 the reasons for the request and any proposed alternative language.
- F. Solicitation for Participation and Commitment Form
 As a separate document, include a completed Solicitation for Participation and
 Commitment Form.
- G. Tax and Regulatory Status and Clearance Statement Include a statement attesting to Respondent's tax and regulatory compliance with the City.

H. Disclosure of Litigation; Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Respondent and its business partners' business or financial capability or to the subject matter of this RFP, or that could interfere with Respondent's performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Respondent's organization, and for any subcontractor Respondent plans to use to perform the services described in this RFP.

I. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one or more of the following:

- General statement of the Respondent and Business Partners' financial condition;
- Respondent's most recent audited or unaudited financial statements;
- Disclosure of any bankruptcy filings over the past five years;
- Most recent IRS Form 990 (for non-profit organizations only).

J. Local Business Entity or Local Impact Certification

(Optional if applicable to Respondent)

If applicable, Respondent may elect to provide the certification statement in the form of Appendix D as to Respondent's status as a Local Business Entity or its local impact if awarded the contract.

K. Statement of Anticipated Job Creation

Respondent shall provide a narrative description on whether and how a contract award based on its proposal will result in new job creation within the following: 1) City of Baltimore; 2) Baltimore-Towson Metropolitan Statistical Area; 3) State of Maryland; 4) United States of America. For each job anticipated, the Respondent shall describe the following: job title, job description, educational qualifications, and anticipated annual salary or anticipate annual hourly rate.

L. Disclosure Requirements

Disclose all information required under Chapter 17-1400 of the Baltimore Code,

including any local and state political campaign contributions.

M. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Respondent, or a joint venture or partnership of which Respondent was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Respondent to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

N. Notice to Respondents to State Requested Exceptions to Contract Terms in Proposal The City's standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the General Provisions in Part 2 of this Solicitation. By submitting a proposal in response to this contract opportunity, the Respondent agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

Respondents must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms in a separate section of the proposal entitled "Requested Exceptions to Contract Terms" (see previous section) For each Requested Exception, the Respondent must identify the pertinent Contract Term by caption and section number, state the reasons for the request, and propose alternative language or terms. Requested Exceptions to the City's Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Respondent agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Respondent's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after the City issues its Notice of Intent to Contract to an Respondent, the Respondent seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Respondents if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different

from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms.

DS27. ADDITIONAL MANDATORY INFORMATION

A. Provide detailed and comprehensive technical responses to all items as required and described in Section DS26. Be sure all items are included and addressed herein in your response. These responses are scored.

DS28. SELECTION PROCESS

- A. The City will base its selection on criteria that include, but are not limited to:
 - 1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
 - i. Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)
 - ii. Technical, administrative, financial capacity
 - 2. Superior prior experience of Respondent and staff
 - i. Documented prior experience in performing project(s) of similar size and scope to the work sought by the RFP
 - ii. Superior skill and reputation, including ability to meet project deadlines and demonstrable results
 - 3. Superior quality, efficiency and fitness of proposed solution for City Department
 - i. Ability to meet or exceed the technical specifications and requirements identified in **Appendix D** and **Appendix E**.
 - ii. Proposed project implementation schedule, and methods to achieve that schedule
 - 4. Project/Program Cost Effectiveness
 - i. Cost for Equipment Acquisition
 - ii. Cost for Startup, Installation and Launch Services
 - iii. Anticipated long-term cost effectiveness
 - iv. Administrative and operational efficiency, requiring less City oversight and administration
 - 5. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women
 - 6. Respondent's certification that it is a Local Business Entity, in the performance of the resulting contract, it will employ City residents, or perform the work in the City.
 - 7. Eligibility under Code provisions relating to campaign contributions.

DS29. BUDGET AND FINANCIAL INFORMATION ATTACHMENTS.

- A. An income and expense budget for the project during the grant period. No more than 15 percent of the budget can be used for administrative or overhead costs.
- B. Operating budget for the organization's prior and current fiscal years, and if applicable, for the fiscal year in which the project will take place.
- C. A list of current and projected funding sources and amounts for both the organization and the project.
 - D. A copy of the organization's most recent audited financial report.
- E. A copy of the organizational documents including 501(c)(3) tax exemption letter from the Internal Revenue Service, if applicable, by-laws, and Articles of Incorporation.

DS30. WORK OUTSIDE THE SCOPE OF GRANT:

- A. If at any time, the City and/or grantor determines that additional related work is required which is directly related to but beyond the original scope of this grant, the grantor shall submit a detailed description of the extra work and a not-to-exceed cost estimate based on its usual and customary rates to the agency project/field supervisor, and obtain written authorization to proceed from the agency project/field supervisor and the City Purchasing Agent.
- B. The additional work must be related to the original project and be justified as being in the best interest of the City to be added by change order or supplemental agreement without the benefit of competitive sealed bidding.
 - C. Approval of the Board of Estimates may be required.

DS31. VANDALISM / THEFT:

A. It shall be the sole responsibility of the grantor to protect and safeguard materials and/or equipment. The City shall not assume any responsibility for vandalism or theft of the grantor's materials, products, and/or equipment. The grantor shall be responsible for pilferage by grantor's employees of City materials or property. The grantor shall obtain permission from the agency project/field supervisor before storing materials/equipment on City premises.

SUBMISSION INSTRUCTIONS

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SM1. BIDDERS MUST BE REGISTERED:

- A. Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.
- B. To be added to the bidder / proposer list you must be registered in CitiBuy and then download the solicitation.
- C. To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.
- D. Bids submitted by vendors who are not on the official bidder list will be returned as non-responsive.

SM2. PREPARATION & SUBMISSION INSTRUCTIONS:

- A. This is a <u>Two-Step</u> Solicitation. You will find an envelope/package label following this section. Each Bidder shall prepare its Bid to include all of the forms and/or required information as set forth in Section 'B' and shall assemble the Bidder response in the prescribed manner and required format as set forth in Section 'B'. Bidders are also instructed to adhere to Sections SM1 through SM8 and Section 'B' in preparing their Offer.
- B. Prepare and submit One (1) complete "Original", and Two (2) complete "Duplicates" which shall include all of the forms and/or information identified in Sections Section 'B'.
- (1) The required format/layout/order must be followed as set forth in Section 'B'. Bidders are hereby instructed NOT to amend or alter in any way, any of the terms, conditions, specifications or forms found in this solicitation document, or any attachments or subsequent addenda. The Bidder is advised to also use the Section 'B' list as a check-list while preparing its Bid to ensure that all required information, forms and documents are included in the Bid in the prescribed order and format. Be sure the "original" and each "duplicate" copy also includes all of the information and/or documents/pages listed/included in Section 'B' which are considered as 'Minimum Qualifications'. REFER TO SECTION 'B'.
 - C. Do not alter or ignore any solicitation document or instruction.
 - D. Incomplete offers may be rejected at the City's discretion.
- E. Failure to provide all of the required documents and information, even if the information is considered proprietary or confidential, shall be cause for rejection of the offer at the City's discretion.

SM3. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.):

A. Prepare, and submit, using the envelope/package label provided, one complete original Bid/Proposal using $8\frac{1}{2}$ " x 11" white paper (unless specific forms are provided). Use the bid documents included in this solicitation package beginning on page B-1 and all pages and forms that follow.

- B. Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black).
 - C. The original must be submitted as stapled or otherwise similarly bound document.

SM4. FIVE DUPLICATES AND ONE USB (SUBMIT ALL PAGES IN SECTION B.):

- A. For information and reference purposes. A copy will be available to all Bidders and the general public in the Comptroller's Office after bids have been opened, unless "Public Access Copies" have been submitted in accordance with Sections SM4 and SM5. Each duplicate must be a stapled or otherwise similarly bound document.
- B. Be sure all duplicate copies are clearly marked as "Duplicate." Failure to provide the required number of complete duplicate copies may result in rejection of your bid at the City's sole discretion.
- C. The City will not photocopy your submissions for the purpose of helping you comply with this provision. Failure to provide the required number of complete duplicate copies may result in rejection of your Proposal at the City's sole discretion.
- D. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

SM5. PUBLIC ACCESS TO BIDS:

- A. By signing and submitting a bid in response to this solicitation, the Bidder acknowledges that all documents, information and data submitted in its bid shall be treated as public information, unless otherwise identified as instructed below.
- B. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the offeror's documents, information and data to any party requesting same without further permission from the Bidder.
- C. The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.
- D. If your bid does contain proprietary or confidential information and you do not wish to have it disclosed, you MUST clearly state in large red letters, including on the outside front cover of your bid document including all copies and on each applicable page of your original and each duplicate copy of your bid, indicating that your bid contains proprietary and/or confidential information.
 - E. Do not claim your entire document as generally being proprietary or confidential.
 - F. The City still shall not be responsible for inadvertent disclosure.
- G. Be sure to provide all requested information in response to each specific question and/or any other request for information, even if the information is considered proprietary or confidential, in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

SM6. GENERAL SUBMISSION COMMENTS:

A. Preparation and submission of a bid in response to this Solicitation plus any subsequent addenda signifies the Offeror's knowledge, understanding and acceptance of, and

willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued.

- B. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed (see also Section SM2).
- C. The "original" bid shall be typed or printed in ink using the set of documents included in this Solicitation package. "Duplicate" copies must be photo-copied by the Bidder.
- D. The "original" bid/proposal documents should be signed in blue ink or some color other than black.
- E. All "Original" and "Duplicate" Bid responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English.
- F. All prices and/or other monetary figures shall be in United States dollars. Be sure to fully complete and submit all of the bid documents beginning on page B-1 and all documents that follow thereafter.
 - G. Exceptions, Modifications, Alterations and Deviations:
- (1) Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation.
- (2) Any approved exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same at the front of each copy of the bid.
- (3) Otherwise the City shall assume that you are responsive and in full compliance with all terms, conditions, specifications and requirements contained in this solicitation, and if awarded the contract, you shall be held to the terms, conditions, specifications and requirements as stated herein the same as if you had not taken an exception, deviation, modification or alteration.
- H. Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your bid at the sole discretion of the City of Baltimore. Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct. The City is not responsible for lost material or late delivery by the Bidder or any postal or other delivery services:
 - I. Do not assume that the evaluator(s):
 - (1) Has special knowledge about your firm, or
 - (2) Has general knowledge about your product/service.
- J. Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of your bid, and will not attempt to rearrange, interpret, make assumptions about, or otherwise second-guess what you might have meant to say in your responses given in your bid.

- K. If your complete response to any specific question or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it will be considered as missing and therefore non-responsive.
- L. Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making your bid/proposal non-responsive and may result in rejection, at the City's sole discretion, and/or may result in a significantly reduced evaluation score.
- M. All costs to the City shall be included in, and made a part of, the unit bid prices submitted by the Bidder at the time of bid submission, without exception, unless otherwise specified in this document.
- N. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.
- O. All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Contractor, either at the time of bid submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.
- P. In the event of a dispute between the Original bid document and any duplicate document, or any electronic media, the Original shall prevail.

Mark as "Original" or "
"Duplicate" here.

SECTION B - BID DOCUMENTS:

NOTE: For your bid/proposal to be responsive you must submit all of the documents contained in this section.

B1. BIDDERS MUST BE REGISTERED:

- A. All bidders must be registered in CitiBuy and must download the solicitation, before bidding.
- B. To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.

B2. BIDDER REQUIRED RESPONSE:

- A. Each Bidder shall provide and submit all of the forms and/or information stated and required in Section 'B' and the Submission Instructions.
- B. This is a One-Step Solicitation/Offer process. You will find an envelope/package label following this section. Each Bidder shall prepare its Bid to include all of the forms and/or required information as set forth in Section 'B' of this Part 1 and shall assemble the Bidder response in the prescribed manner and required format as set forth in Section 'B'. Bidders are also instructed to adhere to all instructions found in the Submission Instructions in Part 2.
- C. Prepare and submit One (1) complete "Original", One (1) "Duplicate" which shall include all of the forms and/or information identified in Section 'B'.

B3. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.) and FIVE DUPLICATES:

- A. Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black). Be sure all duplicate copies are clearly marked as "Duplicate."
- B. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

B4. GENERAL SUBMISSION COMMENTS:

- A. The "original" bid shall be typed or printed in ink using the set of documents included in this Solicitation package. "Duplicate" copies must be photo-copied by the Bidder.
- B. The "original" bid/proposal documents should be signed in blue ink or some color other than black.
 - C. Exceptions, Modifications, Alterations and Deviations:
- 1. Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation.

B5. DISCRIMINATION AGAINST SUBCONTRACTORS:

A. As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

B6. BID PACKAGING LABEL

Note: Bidders/Proposers are to attach the label below to the box(s), package(s), or envelope(s) ("package") containing their bid/proposal submission documents. (See "Submission Instructions" for details.) You may make additional copies for use on multiple packages, whenever more than one package is required due the size, volume and required number of duplicate copies of the bid/proposal submission package. It is advised that you number each package to better ensure that all are accounted for (e.g.: 1 of 3; 2 of 3; 3 of 3; etc.). Also, clearly mark which package contains the "Original" document and the "Bid Bond/Check" (if required).

Due Date:	4211 hare System for the City of Baltimore		
Envelope/Package	To: Office of the City Comptrolle City Hall, Room 204 100 North Holliday Street Baltimore, MD 21202	er	
	ROPOSAL SUBMISSION	Package #_	
	<u>-</u>		
Solicitation #: B5000			
Solicitation Name: <u>Bike S</u> Envelope/Package	hare System for the City of Baltimore To: Office of the City Comptrolle City Hall, Room 204 100 North Holliday Street Baltimore, MD 21202	er	
·	SAL SUBMISSION	Package #	of

	and forms as required by the Submission Instructions. Demonstrate that your company is the business of providing the goods/services for the required length of time, and has adequate positive references.
2.	Five "Duplicate" copies and USB copy – exact copies of the Original, all of
٠.	which must include:
	a Signed and properly completed Bid Affidavit
	b Signed and Properly completed Bid Pages
	c Signed and properly completed program forms, as applicable (Living or
	Prevailing Wage forms)
	d Signed and properly completed Bid Guarantee (Bond or Check) as
	required.
3.	Certificate of Good Standing – required by law to do business in Maryland. See <u>SDAT</u> . If a vendor is out-of-state and will only ship items, Certificate from the state of incorporation and/or primary business location.

BID INFORMATION AND AFFIDAVIT SIGNATURE PAGE

Bid submitted by (name of firm)		
Address		
City		
Name of Authorized Representative		
Title of Authorized Representative		
Name of Contact Person [IF DIFFERENT FROM ABOVE	=]	
Title of Contact Person		
E-Mail		
Federal Social Security Identification Number		
If awarded a contract, the Bidder/Offeror will p City of Baltimore in accordance with the documents of this solicitation in the Bid/Propos	General	Conditions, Specifications, and other
${ m I,}$ [PRINT OR TYPE NAME]		,
the undersigned, [PRINT OR TYPE TITLE]		
of the above named Bidder/Offeror do solemnl	y declare a	and affirm under the penalties or perjury
this		
day of [монтн]		, [YEAR] ,
that I hold the aforementioned Office in the al	oove Bidde	er/Offeror and that the below affidavits
and attachments hereto are true and correct to the	he best of 1	my knowledge, information and belief.

AFFIDAVIT I

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

This is to certify that the Bidder/Offeror or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

AFFIDAVIT III

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, "person" is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

AFFIDAVIT IV

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. "Person" is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

AFFIDAVIT V

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Bidder's Qualification Committee of the City of Baltimore.

AFFIDAVIT VI

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General Conditions and the Bid Documents.

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of Bidder debarment.

AFFIDAVIT VIII

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the specifications, including the General Conditions and the Bid Documents; has had an adequate opportunity to ask questions; has visited the City's facility or has otherwise familiarized himself with the local conditions under which the work is to be performed; and that his bid or proposal is based upon the specifications and requirements as described in the solicitation documents.

AFFIDAVIT IX

This is to certify that the Bidder/Offeror and/or any person in their behalf is only person, firm or corporation, that has any interest in this proposal or in the contract or contracts proposed to be awarded; and that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work. This does not preclude negotiating with M/WBE vendors as to their participation in this contract.

AFFIDAVIT X

This is to certify that the Bidder/Offeror and/or any person in their behalf acknowledge that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

	(Affix Corporate Seal Here)
Signature of Authorized Representative (Sign in <u>blue ink</u> only.)	Date
Title	
Witness Name (Typed or Printed)	
Witness Signature (Sign in blue ink only.)	Date

BID/PROPOSAL PRICE SHEET

Bid submitted by (name of firm)		
Address		
City	State Zip Code	
Contact Person	Phone	
Fax	Phone	
To The Board of Estimates, City	of Baltimore	
Ladies/Gentlemen:		
	vide all labor, materials, services, etc., nectop of this page as described herein and at	2
ITEM A. FRACTION OF GROSS RE	VENUES OFFERED TO THE CITY:	
% OF GROSS REV	ENUES (May be a negative number)	
(% in written words) **	** (Used in Sco	red Evaluation)
ITEM B: USER FEES OFFERED:		
ITEM #1 — FIRST 30 MINU	TES USERS	
\$PER USER	(X) ESTIMATED 20,000 USERS = \$	(5 yrs)
ITEM #2 — HOURLY USER	S	
\$PER USER	(X) ESTIMATED 10,000 USERS = \$	(5 yrs)
ITEM #3 — DAILY USERS		
\$PER USER	(X) ESTIMATED 10,000 USERS = \$	(5 yrs)
ITEM #4 — MONTHLY SUE	BSCRIPTION USERS	
\$PER USER	(X) ESTIMATED 5,000 USERS = \$	(5 yrs)

ITEM #:	5 — ANNUAL SUBSCI	RIPTION USERS			
\$	PER USER (2	X) ESTIMATED 2,	500 USERS = \$	(5 yrs)
TOTAL ESTIMA	ATED FIVE YEARS US	ER FEES (SUM O		\$	
	(in w	ritten words)			*
*(USED IN SCC	ORED EVALUATION)	,			
bidding/p	The above stated UN proposing, evaluation ed quantity.				
Terms:	<u>Net 30</u>		F.O.B.: Destina	<u>tion</u>	
					(Affix Corporate Seal Here)
Signature of A	authorized Represent	ative (Sign in blu	ue ink only.)	Date	
Title					

(Offeror is advised to check off each item below as it is completed to avoid overlooking any of the following required forms or information and to include this and all of the following pages in its submission response:)

A. The following required format/layout/order must be followed and all submissions must include all of the following information in the format/order indicated below. Offerors are hereby instructed NOT to amend or alter in any way, any of the terms, conditions, specifications or forms found in this solicitation document, or any attachments or subsequent addenda thereto. The Offeror is advised to use the following as a check-list while preparing its Offer to ensure that all of the following required information, forms and documents are included in the prescribed order and format and attached hereto. Be sure the "original" and each "duplicate" copy also includes all of the following information and/or documents:

B. "MINIMUM PHYSICAL SUBMISSION REQUIREMENTS":
(1) Section "B" pages & OTHER "MINIMUM REQUIREMENTS",
(a) Page B-1 and all pages and forms that follow, shall be fully completed and signed, where required, and submitted including:
((1)) one (1) complete "Original", and
((2)) five (5) exact and complete "Duplicate" copies, one (1) USB and
((3)) two (2) "Public Access Copies", if applicable.
((a)) Be sure to include all information and forms identified on these Section 'B' pages, even if the information is considered proprietary or confidential. All Section 'B' pages shall be submitted including these pages, even if additional information and signatures are not required. Use additional sheets as necessary and attach all of the following additional information in the order indicated.
(b) one (1) Copy of the 'Firms' license or certificate of good standing to do business in Maryland.
C. "TECHNICAL MINIMUM SUBMISSION REQUIREMENTS":
(1) Offeror's Experience, Ability & History
(a) Demonstrate that your firm has been and remains in the business of supplying the services or products specified herein, for at least 5 years, while providing the requirements and provisions of this solicitation/contract. Be sure to also provide the firm's:
((1)) Company background and general history,
((2)) Company general experience providing the product / service specified herein,
((3)) Describe in detail the offeror's specific ability and capacity as to how it can provide/perform the product and/or service required in this solicitation
((4)) Demonstrate that the offeror has and/or can obtain all necessary tools and equipment in a timely manner.
((5)) Provide a complete list of any/all sub-contractors proposed or anticipated to be used in the performance of this contract.
((6)) Identify any past or current situations that will or may be considered a Conflict of Interest as regards this solicitation/contract.

(2) Client History -references

Each Bidder is to provide a minimum of three verifiable references in which the bidder has provided this or a similar service for at least 5 years. If you have any state or local government customers, list them also. If any of your references are not available or do not supply a positive response, your bid will be deemed non-responsive; therefore it is suggested you list more than 3 references.

Company Name:	
Address:	
Contact Person:	
Telephone:	Email address:
Date Service Began:	
Company Name:	
Address:	
Contact Person:	
Telephone:	Email address:
Date Service Began:	
Company Name:	
Address:	
Contact Person:	
Telephone:	Email address:
Date Service Began:	
Company Name:	
Address:	
Contact Person:	
Telephone:	Email address:
Date Service Regan:	

Contact Person:		
Telephone:	Email address:	
Date Service Began:		
Company Name:		
Address:		
Contact Person:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Гelephone:	Email address:	
Date Service Began:		
Company Name:		
Contact Person:		
Telephone:	Email address:	
Date Service Began:		
Company Name:		
Address:		
Contact Person:		
Геlephone:	Email address:	
Date Service Began:		
(3) addition	nal information - Attach any additional information the off	eror wishes to pro

'condition' that the City must accept any deviations, exceptions, modifications and/or alterations not previously approved by the City before the offeror will accept an award. Offers which contain deviations, exceptions, modifications, alterations, information, statements, conditions or qualifications which are declared in any manner or form as being a 'condition' imposed on the City for purposes of making and accepting award shall be rejected without further consideration

without further consideration.	be rejected
(5) addenda - Attach signed copies of all addenda issued in connection with this (if any). Be sure to re-check CitiBuy prior to completion and submission of your offer response for any addenda or other attachments.	
D. Do not alter or ignore any solicitation document or instruction. Incomplete offers may be rejective discretion. Be sure that all documents are signed and witnessed where required. Failure to provide above required documents and information, even if the information is considered proprietary or confidentic cause for rejection of the offer at the City's discretion. In the event of a discrepancy between a unit price extended total prices, the unit prices shall prevail, and the extended total prices will be adjusted according event of a dispute between the Original written offer document and any Duplicate document, or any media, the Original written document shall prevail.	le all of the ial, shall be (s), and the gly. In the
E. Following award, the awardee shall execute other contract closing documents such as an 'A 'Performance Bond', 'Payment Bond', 'Certificate of Insurance', etc., as required, and in accordance w GC3.	•
By signature below, we acknowledge and affirm that we have received, read and understand all of the terms, conditions and specifications contained in this solicitation, including all CitiBuy Attachments and Addenda thereto, that we have been afforded an opportunity to ask questions and request clarification, and that we have provided, completed, assembled and submitted all of the required forms and information specified herein, and that no original solicitation document or language has changed or modified unless clearly noted in the above Section entitled "Deviations, Exceptions, Modifications and/or Alterations".	I
Co	Affix orporate al Here)
Signature of Authorized Representative (Sign in blue ink only.) Date	
Title	

Affidavit of Agreement Article 5, Subtitle 26 of the Baltimore City Code (Hours and Wages - Service Contracts)

To: Wage Commission 4 South Frederick Street Baltimore, Maryland 21202 Bid/Proposal submitted by (name of firm) Address_____ City_____ State___ Zip Code_____ Name of Authorized Representative The undersigned, being an authorized representative of the above stated contractor, hereby affirms our commitment to comply with Article 5, Subtitle 26 of the Baltimore City Code, 2000 Edition, and to file all required payroll reports with regard to the above stated contract. The bidder/proposer/contractor agrees to pay its employees at least the minimum wage rate in effect at the time service is provided, and to ensure that its sub-contractors also pay the required minimum wage rate. The minimum wage rate in effect at the time of bid shall remain in effect throughout the life of the contract, including extensions thereof. If increases are approved by the Board of Estimates in accordance with the terms of Article 5, Subtitle 26 of the Baltimore City Code, 2000 Edition, they shall apply to this contract. (Affix Corporate Seal Here) Signature of Authorized Representative (Sign in blue ink only.) Date Title Witness Name (Typed or Printed)

Date

Witness Signature (Sign in blue ink only.)

Baltimore City's Youth Works Program

The City has established the Baltimore City Youth Works program to prepare dependable Baltimore City high school and college students for productive employment that meets the workforce needs of local businesses.

The City wishes to encourage all local contractors, service providers, consultants, vendors, etc. doing business with the City to employ skilled and qualified Baltimore City youth between the ages of 14-21 during the summer of 2008.

Therefore, bidders shall provide the information below in order that they may be contacted by the Mayor's Office of Employment Development regarding joining with the City in reaching its goal of employing Baltimore City's Youth Works referrals, or otherwise assisting the Baltimore City's Youth Works program.

From:	name of Bidder)
(Lega	name of Bidder)
	t, the aforesaid Bidder hereby presents MOED with the following ach efforts for the Baltimore City Youth Works program.
Contact Person:	
Address:	
Telephone Number:	
Facsimile Number:	
E-mail Address:	

APPENDIX D – Technical Response Documents

How to use this section:

The following tables shall be used to facilitate complete answers by the responding parties. The goal of this section is to assist the Respondents in providing a clear and complete picture of the products and service on offer.

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
This column lists the item to be described	This column lists the degree of desirability for the item. Features listed as "required" must be included, or the Respondent must indicate an alternate means of meeting the requirement.	Lists the response type expected for this question	Any other helpful or explanatory information

Implementation

D-1: Implementation Plan

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
1. Describe the geographic extent, number of stations, and number of bicycles of proposed system using the outlines provided in the background information of this RFP as a starting point but elaborating based upon the professional experience of the Respondent.	Required	Narrative	
2. Describe the Site Selection Process	Required	Narrative	Include description of all criteria used for site selection
3. Create a schedule for implementation with two variants:	Required	Narrative	
a. Aggressive roll out schedule—50 stations by 2016			
b. Phased roll out schedule—25 Stations by 2016, 50 stations by 2017			
c. Additional proposed phases and schedule beyond initial 50 stations			

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
d. Provide a short assessment on the number of stations and phases it sees would be supported by the current market. Please provide a map of generalized phasing and station locations.	Required	Narrative and Map	
4. Describe system roll-out process, being sure to include the following items	Required	Narrative	
 a. Create a staff and organization chart specific to planning and through system launch. Describe the costs and staffing needs as well as any overall cost differences/economies of scale with each. 			
b. Equipment costs associated with implementation			
c. Estimated Permitting Costs			
d. Estimated Installation Costs			
e. Estimated Relocation Costs			

D-2: Operations Plan

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
Please provide a business and financial plan with quarterly projections that cover the following:	Required	Narrative	
a. Plan for covering operational costs			
b. Proposed Fare Structure (please include at least two (2) proposed fare structures delineating the preferred alternatives)	Required	Narrative/ Tables	Include revenue projections with each proposed fare structure.
c. Organization Chart of employees			
d. Facilities, equipment needs			
2. Please describe how you will develop and operate the System during the proposed contract period. Specify any changes in operation proposed for summer and winter months	Required	Narrative	
3. Please describe your prior experience operating bike share systems or other similar ventures	Required	Narrative	
4. Please provide your staffing plans, schedules and descriptions necessary for all aspects of the System, including development and operations.	Required	Narrative/ Tables	
5. Please describe how you will partner with local companies and distributors for the provision of materials and equipment related to the System and for System installation and staffing.	Required	Narrative	

D-2: Call Center

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
1. A robust program that ensures the highest customer satisfaction rating and allows the operator to address problems immediately	Required	Yes/No/NA	
2. System to immediately aid users with mechanical issues and/or injuries.	Required	Yes/No/NA	
3. Toll free customer service telephone number on every bicycle with durable, weather resistant labels;	Required	Yes/No/NA	
4. Customer service available 24/7 preferably	Most Desired	Yes/No/NA	
5. Adequate staffing to ensure maximum wait time on phone of 30 seconds	Required	Yes/No/NA	
6. Please describe the following features of the Customer Service Call Center	Required	Narrative	
a. Location of call center			Baltimore location strongly desired
b. Number of anticipated customer service employees			
c. Experience of customer-service specifically			

Feature		Required/Most Desired/Desired	Response Type	Comments/Explanations
	customer service personnel to ice, email and text requests for			
e. Data systems with sample r	to track customer service issues, eports			
f. Expected lang service 24/7 a	guages available in customer and/or on-call			
service to on-	ommunication of customer street team, with specific ssue tracking and resolution			
h. Decision to he outsource and	ost customer service in-house or l reasons			

D-3: Maintenance

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
Please outline your Maintenance Plans and provide a schedule for routine maintenance, cleaning and replacement of Bicycles and Stations.	Required	Narrative	
Please describe all relevant prior experience in creating and implementing effective maintenance and repair plans.	Required	Narrative	
3. Please describe all metrics, diagnostics and notification system(s) that will be used to determine when and where unexpected Bicycle and Station maintenance and cleaning is required.	Required	Narrative	
4. Develop and provide a set of maintenance standards for the station and components (station, terminal, bicycles, and sign), as well as an audit procedure for these standards. Examples include:	Required	Narrative/ Table	
Inspecting drive chain or shaft drive for proper functioning and lubrication;			
b. Inspecting handlebar for proper centering and tightness;			
c. Inspecting tires for proper inflation;			
d. Inspecting brakes for excessive wear and ensure proper working order			

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
e. Inspecting saddle for proper tightness;			
f. Inspecting shifters for proper functioning;			
g. Inspecting lights for proper functioning;			
h. Ensuring components such as the basket, bell, and advertisement are properly attached			
5. Please list all repairs that can be made "in the field" at the Station (e.g. checking/adjusting tire pressure, sticker/graffiti removal etc.)	Required	Narrative	
6. Please explain how you will manage and coordinate Bicycle repair, tracking and repossession of Bicycles that are not returned within 24 hours, and responding to service and maintenance alerts.	Required	Narrative	

D-4: Rebalancing and Fleet Management

Fea	iture	Required/Most Desired/Desired	Response Type	Comments/Explanations
1.	Please outline your Fleet Redistribution Plans and provide a schedule.	Required	Narrative	
2.	Please describe all relevant prior experience in creating and implementing effective fleet redistribution plans for Bikeshare or similar systems.	Required	Narrative	
3.	Please estimate the number of Bicycles that would need to be redistributed daily and the number of vehicles required to complete this task.	Required	Narrative	
4.	The City expects that service levels agreed upon in the eventual contract will be maintained through the term of the contract. Please suggest a schedule of penalties and/or incentives to facilitate these service levels. It is expected that the City will work with Respondent to develop a method for payment based on penalties	Most Desired	Narrative/ Table	
5.	Please provide an itemized list of your facilities requirements (e.g. number, type and approximate square footage required).	Most Desired	Table	
6.	Describe the proposed fleet including the type of vehicles and number of each	Most Desired	Table	Environmentally friendly vehicles preferred

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
7. Describe how the Respondent expects to meet the following criteria:	Required	Yes/No/NA	
a. The Contractor shall secure adequate space to house any and all staff that operate in support of the Bike Share System. This space should be within a 10 mile radius of the center of the initial system deployment area.			
b. The Contractor will locate and procure/rent all necessary repair facilities and equipment			
c. The City shall have immediate full and free access to all facilities upon request.			
d. Describe the system's ability to expand/contract stations to accommodate large crowds at major events.	Desired	Narrative	

D-5: Marketing Plan and Personnel

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
1. Please detail how you will work with the Marketing and Advertising Broker (being procured separately) to ensure that the system is successful. Include personnel, strategies, materials used, costs.	Required	Narrative	
2. Please describe all relevant prior experience in creating and operating effective Bikeshare or similar systems.	Required	Narrative	
3. Describe all elements of system which may be able to display the name and/or logo of a sponsor.	Required	Narrative/Graphics	
a. Include descriptions of each and comparable revenues in peer systems	Desired	Narrative/Table	
4. Please describe the types of efforts that you expect will be successful in boosting the following:	Most Desired	Narrative	Consider outreach, pricing and any other types of promotions.
a. Rides made			
b. Membership			
c. Revenues generated by users			

Physical Infrastructure D-6: Stations/Parking Hubs

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
Please describe your proposed stations/parking hubs include dimensions weight, materials, construction methods etc. for each component. Describe origins of each component	Required	Narrative	Be advised that steel products are likely subject to Federal Buy American provisions.
Describe the locking mechanism that will be used to secure each bicycle	Required	Narrative	
3. The City of Baltimore asks that stations used in this system will meet or exceed the following expectations			
a. Can be installed quickly and easily without marring the underlying surface	Most Desired	Narrative	Explain installation or re-location procedure including estimated time
b. Vandal and theft-proof connection between station/ parking hub and bike;	Required		
c. Station lifespan exceeds 5 years	Required		
d. Modular design such that the station/parking hub can be expanded or contracted easily	Required		
e. Space at each station/parking hub for a clear wayfinding map showing other nearby stations and city features	Most Desired		

f. Lighted space at each station/parking hub for advertising panel	Desired		
g. System must maintain security during power failure	Required		
h. Users must be able to easily identify out of service bicycles	Required	Narrative	Explain how this information is conveyed
i. Be capable of running 24/7 on 'off grid' energy sources such as solar or other	Required	Narrative	Include evidence of solar performance on current peer systems and describe powering regime
j. Renters can select which bike they rent	Most Desired	Narrative	Explain how selection works
k. Stations must have unified look and feel throughout system	Most Desired	Yes/No/NA	
4. Stations must be able to be branded by a title or station sponsor	Most Desired	Narrative	Describe branding opportunities
5. Pricing Scheme for Stations	Required	Table	Table representing different prices under the following Scenarios
a. Pricing for constituent components of station	Required	Table	
i. Kiosk	Required	Table	
ii. Dock	Required	Table	
iii. Solar Panel	Required	Table	
iv. Sign/advertising assembly	Required	Table	

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
v. Additional components such as blank plates, bike racks, angled plates, conduit to bridge tree pits, turn corners etc.	Most Desired	Table	
b. Cost for custom colored paint, logos, finishes etc. and labeling/logo installation	Required	Table	
c. Any quantity discounts or pricing schemes	Required	Table	Explain differences in cost for 1, 10, 50, 100+units
d. Pricing for top 5 most commonly replaced parts based on experience in peer systems	Most Desired	Table	Ex: touch screens, locking mechanism, sign, solar panel, battery, cell phone relay etc.

D-7: Bicycles

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
Please describe your proposed bicycle include weight, materials, construction methods etc.	Required	Narrative	Describe size range accommodated by bike design (ex. 5'2" to 6'3" etc.) and any rider weight limitations.
Describe how tracking technologies such as GPS or RFID can be incorporated into each bicycle	Required	Narrative	
Describe how bicycle can be locked/unlocked and accessed			
4. Describe how bicycles used in this system will meet or exceed the following expectations			
a. One size to fit the majority of the adult population, with seat-only adjustment	Required	Yes/No/NA	
b. Multiple gears (minimum of 3);	Required	Yes/No/NA	
c. Front and back lights which turn on automatically when the bicycle is in motion, with lights remaining illuminated for at least 60 seconds when the rider is stopped, reflectors visible from all sides	Required	Yes/No/NA	
d. Puncture resistant tires	Required	Yes/No/NA	
e. Reliable and intuitive braking system	Required	Yes/No/NA	

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
f. Theft and tamper resistant features	Required	Narrative	Explain tamper resistant features, provide theft and tamper data from existing systems
g. Protection from grease, dirt, and tire spray with an enclosed drive train and full fenders	Most Desired	Yes/No/NA	
h. Corrosion resistant materials with rust-proof external parts	Most Desired	Yes/No/NA	
i. Fully protected or enclosed cables	Most Desired	Yes/No/NA	
 j. Cargo capacity for items weighing up to twenty pounds (e.g., briefcase, book bag, and/or grocery bags); 	Most Desired	Yes/No/NA	Greater cargo capacity preferred as long as bicycle handling is unaffected
k. Light weight (less than 35 pounds);	Desired	Yes/No/NA	
Capacity for sponsorship or advertising that can be easily changed	Required	Yes/No/NA	Bicycle should be painted to match sponsor or City request. Some component colors should be selectable
m. Clearly visible space on bicycle for safety and instructional messaging	Most Desirable	Yes/No/NA	
 upright riding position allowing for confident riding in traffic; 	Most Desired	Yes/No/NA	

Technological Infrastructure D-8: Station Computer Unit

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
o. Easy to operate, easy to mount and to hold in a stopped position, including for shorter riders; step- through design	Most Desired	Yes/No/NA	
p. Useful life greater than 5 years	Required	Yes/No/NA	
q. Kickstand or another device to allow the bicycle to be supported upright	Desired	Yes/No/NA	
r. Integrated lock to allow user to temporarily secure bicycles in locations away from stations.	Desired	Yes/No/NA	
5. Pricing Scheme for bicycles	Required	Table	Table representing different prices under the following Scenarios
 a. Pricing levels for 3 speed, 5 speed and 7 speed models 	Required	Table	
b. Cost for active and passive GPS technology in each bicycle	Most Desired	Table	
c. Cost for custom colored paint, fenders, components etc. and labeling/logo installation	Required	Table	
d. Any quantity discounts or pricing schemes	Required	Table	Explain differences in cost for 1, 10, 50, 100+ units
e. Average pricing for top 5 most commonly replaced parts in peer systems	Most Desired	Table	Ex: tires, chains, complete wheels, seats, grips etc.

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
Please describe your proposed computer unit: include a description of the user interface and how the computer unit is situated in the bike share station.	Required	Narrative	
a. Describe a step-by-step process of registering as a first-time user to the system and checking out a bicycle for a single day.	Required	Narrative	Simple process is preferred
b. Describe a step-by-step process of registering online, receiving fare media and checking out a bicycle as a system member.	Required	Narrative	Simple process is preferred
c. Describe the proposed step-by-step process for a resident to register through a cash transaction and what the role of a local office would be	Desired	Narrative	
2. Explain how terminal complies with current standards for data security, particularly for financial data, user names, and addresses.	Required	Narrative	
3. Describe how computer units and customer interface used in this system meet or exceed the following expectations:		Narrative	Explain how each feature will be achieved
d. Ability to use all major credit cards at each station to check out a bicycle. Describe features that prevent fraud and misuse.	Required	Yes/No/NA	

Feature		Required/Most Desired/Desired	Response Type	Comments/Explanations
e.	Ability to accept ID cards and Smartcards from businesses, universities, and MTA; car share services etc.	Most desired	Narrative	Describe how computer interface will be forward-compatible with other proposed identification and fare payment technologies.
f.	Ability to accept NDC, PayPal, GoogleWallet, and ApplePay	Desired	Narrative	Describe how computer interface will be forward-compatible with other proposed identification and fare payment technologies.
g.	Ability to accept cash transactions for residents registering the first time.			
h.	Has clearly posted instructions directing the users who to call in the event of problems (to prevent calls to right-of- way owners);	Most Desired		
i.	A process for facilitating users who desires to park a bike at a station where all docks are occupied	Most Desired		
j.	A process for facilitating users who desires to get a bike at a station where all docks are empty	Most Desired		
k.	Uses a touch screen as primary interface	Most Desired		
1.	Able to display instructions in multiple languages	Most Desired		
m.	System must maintain data security during power failure	Required		

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
4. Explain in clear detail how problems with software will be handled, explaining in detail the following aspects:	Required	Narrative	
Whose responsibility it is for user interface problem resolution	Required		
b. What is the procedure for remedying any problems with the user interface	Required		
c. What is the timeline for resolving problems? Feel free to differentiate by type if necessary.	Required		
d. Propose a scheme of financial penalties for failure to meet performance standards for the station computer unit.	Most Desired		
 Explain in clear detail how upgrades or requested changes to the software of the system will be handled 	Required	Narrative	
a. Whose responsibility it is for changes to the user interface			
b. What is the procedure for making changes to the user interface			
c. What is the timeline for resolving problems? Feel free to differentiate by type if necessary.			
d. Propose a scheme of prices, if applicable, to			
changes in the user interface with the station computer unit.	Most Desired	Table	

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
6. Provide verification of the following elements of station computer performance	Required	Table/Narrative	Independent verification preferred, but internal testing documents accepted
Number of simultaneous transactions that can be made per station in relationship to number of docks			Transaction includes checking in bike or checking out bike, registering as one-day user etc.
b. Number of simultaneous transactions that can be made system wide			
c. Failure rate of credit card transactions at both stations and online registration (not including credit authorization rejection)			Indicate number of times per 10,000 transactions user has to re-enter credit card data to use system/register with system/check out bicycle
d. Failure rate of member fare media			Indicate number of times per 10,000 transactions user has to re-enter fare media data to use system/check out bicycle
e. Failure rate of computerized docks/locks			Indicate number of times per 10,000 transactions that user is unable to successfully return or remove bicycles from docking stations

D-9: Central Computer System including Operating System and Database

Feat	ure	Required/Most Desired/Desired	Response Type	Comments/Explanations
	Describe the interface through which the operators of the system will monitor its use.	Required	Narrative	Screen shots and screen-flow may be helpful
	The City of Baltimore expects the overall computer system to be able to communicate real-time with each station. Please indicate if this is the case.	Required	Yes/No/NA	Communications intervals of less than 1 minute are desired.
	Explain the process for completing the following tasks using the IT system (or other means if applicable):	Required	Narrative	
	a. Determining where each bicycle in the system is located in real time			Communications intervals of less than 1 minute are desired.
	b. Determining when a bicycle has been lost from the system			
	c. Determining the number of users signing up through cash transactions.			
	d. Determine how many rides/miles each bike has taken to facilitate maintenance			
	e. Find disabled bicycles using the system			
	f. Creating reports on usage and miles traveled on a system wide and bike-by-bike basis			
	g. Shut down individual stations or the whole system temporarily			
	h. Create temporary sales or pricing incentives system-wide or station-by-station			

Fea	ture	Required/Most Desired/Desired	Response Type	Comments/Explanations	
4.	Explain the process for verifying user information via credit user information as well as adherence to current PCI (Payment Card Industry) standards	Most desired	Narrative	Describe how computer interface will be forward compatible with other proposed identification and fare payment technologies (Cell phone, transit card, etc.)	
5.	Explain the proposed process for verifying user information during a cash transaction when user signs up for the first time (Option would only be available to local residents).	Desired	Narrative		
6.	Explain how the overall IT system complies with standards for data security, particularly for financial data, current user names, and addresses	Required	Narrative		
7.	Explain in clear detail how problems with software will be resolved.	Required	Narrative		
	a. What is the procedure for remedying any problems with the IT Interface/Operating	Required			
	b. What is the timeline for resolving problems? Feel free to differentiate by type if necessary.	Required			
	c. Propose a scheme of financial penalties for failure to meet performance standards for the IT Interface / Operating System	Most Desired			
8.	Explain in clear detail how upgrades or requested changes to the software of the system	Required	Narrative		
	a. Whose responsibility it is to make changes to				
	the IT interface/operating system b. What is the procedure for making changes to				
	the IT interface/operating system				

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
c. What is the timeline for making changes to the IT interface/operating system			
d. Propose a scheme of prices, if applicable, to changes in the user interface with the station	Most Desired	Table	Feel free to differentiate by type if necessary.
9. All data generated by the bike share system will be the property of the City of Baltimore. Please explain your procedure in transmitting the data to the City of Baltimore.	Required	Narrative	
10. Please describe the System's database management system, including search functions and the possibility of using anonymized data for transportation planning purposes.	Required	Narrative	Please describe the features of the database that will: maintain robust and accurate data, allow for customized searches, and aggregate data for use in planning processes.
11. Please describe how you will accommodate database maintenance and database back up while minimizing "offline" time.	Required	Narrative	
12. The City of Baltimore expects that the database have the following features or capabilities	Required	Yes/No/NA	Please indicate "Yes," "No" or "NA (Not Applicable)" and provide any comments necessary
a. The database is searchable and can provide both anonymized and non-anonymized reports as necessary.			
b. The database is updated and maintained on a daily basis.			
c. The Contractor will provide reports to the City of Baltimore in accordance with an agreed upon schedule or on request.			

D-10: Website and Mobile Application

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
Please propose and describe the System Website and its architecture. Please include the approximate number and type of pages and example screenshots if possible.	Required	Narrative	
2. Describe in detail the procedure for customizing a website for the City of Baltimore bike share system including examples of how content can be customized and branded by use of title or other sponsors	Required	Narrative	Give qualifications and experience as well as examples for web development
3. Please explain the sequence of steps a user would take in order to purchase a subscription. Please include example screenshots if possible.			
4. The City of Baltimore requests that the website contains the following features:	Required	Yes/No/NA	
a. The Website should communicate constantly with the Central Computer System.			
b. System users can purchase subscriptions and sign the liability waiver via the website.			
c. The Website is available in multiple languages.			English and Spanish are required, please propose a cost schedule for each additional language

Featur	e	Required/Most Desired/Desired	Response Type	Comments/Explanations
d.	The Website allows users to search for Station locations through a variety of inputs (e.g. user- entered address, intersection or major place names, selecting from an			
e.	The Website allows current Subscribers to access and update their subscription information, re- subscribe to the System and replenish their accounts.			
f.	The Website allows System users to track their use. Please describe types of information available to users.			
g.	The same Website is accessible from desktop computers and hand-held wireless devices such as PDA's, Smartphones, and web-enabled cell phones using browsers. Flash should not e used.			
h.	Critical functionality does not use any extensions that are not pre-installed in the vast majority of browsers and any mark up or scripting should function correctly in all widely used browsers.			

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
i. The Contractor will at the request of the City of Baltimore, conduct on-going improvements to the website, as needed to accommodate changes, including but not limited to, additional features and increased functionality, changes in website technology, and compatibility with new			
5. Describe in detail the procedure for developing suitable mobile applications for the City of Baltimore bike share system	Required	Narrative	Give qualifications and experience as well as examples for mobile app development
 a. Give an example of proposed content for mobile application 			
b. Give an example of how mobile content can be branded by a title sponsor			
c. Describe how system data can be shared for open source developers			
6. The mobile application will have the functionality to indicate the closest station and number of bicycles to the user	Most Desired	Yes/No/NA	
7. The City of Baltimore expects that the central computer system should be able to relay data immediately to the mobile app	Most Desired	Yes/No/NA	

Fea	iture	Required/Most Desired/Desired	Response Type	Comments/Explanations
1.	The City of Baltimore requests that data on both current system status and overall system performance be made available via publicly accessible URLs for public consumption.	Most Desired	Yes/No/NA	
2.	System status data should be made available in an "open" format (described more fully below) consumable by software and other data tools.	Most Desired	Yes/No/NA	
3.	Describe the system of firewalls and data protection mechanisms to protect user data	Required	Narrative	
4.	System performance data should be made available to users in graphical format consumable through a web browser – for mainstream consumption - and also in an "open" format (described more fully below) consumable by software and other data tools.	Most Desired	Yes/No/NA	
5.	All data made available by the system (described more fully below) should be available on a real-time basis.	Most Desired	Yes/No/NA	"Real time basis" should be construed to mean refresh intervals of 1 minute or less. Higher refresh rates are preferred.
6.	Additional data elements (beyond those listed below) will be added to the data that is made publicly available as deemed necessary by the City of Baltimore.	Most Desired	Yes/No/NA	

Data Format

All data listed in this section shall be made available via a publicly accessible Application Programming Interface (API) that adheres generally to the principles of REST design. The API platform will be included as part of the Central Computer System. The API must return data formatted using the JSON format, and may optionally make it available in additional formats such as XML.

Additionally, summary information (which aggregates the specific data elements listed below) may be made available via a web page (or pages). The design, layout and content of the web page (or pages) may change to display modified or additional information as deemed necessary by the City of Baltimore.

APPENDIX E – Performance Measures Reporting Requirements

Fe	ature	Required/Most Desired/Desired	Response Type	Comments/Explanations
1.	Stations are neither full nor empty for a period longer than three hours;	Required	Yes/No/NA	
2.	A minimum of 90% of bicycles are deployed at all times, unless directed otherwise by the City;	Required	Yes/No/NA	
3.	A maximum of 1% of the system's bicycles are stolen per year;	Required	Yes/No/NA	
4.	95% of calls to the Call Center are answered within 30 seconds and no more than 5% of calls are dropped;	Required	Yes/No/NA	
5.	95% of emails answered within 24 hours;	Required	Yes/No/NA	
6.	Bicycle station is cleaned a minimum of every 2 weeks or as needed, depending on weather conditions;	Required	Yes/No/NA	
7.	Bicycle has a routine maintenance inspection at least once per month;	Required	Yes/No/NA	
8.	Graffiti/Vandalism is removed/rectified within 48 hours of notification to the operator;	Required	Yes/No/NA	
9.	95% of membership packages are mailed within 24 hours;	Most Desired	Yes/No/NA	

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
10. Snow is removed from the sidewalks by stations within 24 hours of a snowfall;	Most Desired	Yes/No/NA	
11. Snow is removed from stations within 24 hours of street snow plowing by stations;	Most desired	Yes/No/NA	
12. Station kiosks are able to process credit/debit card payments for short/long-term membership greater than 99% of the time.	Most Desired	Yes/No/NA	
13. Development of a web-based dashboard and data portal that reports (at a minimum) the following:	Most Desired	Yes/No/NA	
 a. Station Availability – Daily – Instances of full/empty stations by 15 minute increments; 			
 Station Deployment – Daily – Number of stations deployed; 			
 c. Bicycle Availability – Daily – Number of bicycles deployed for revenue service; 			
d. Bicycle Maintenance – Weekly – Number of bicycles serviced;			
 e. Station Cleaning – Weekly – Number of stations serviced; 			

Feature	Required/Most Desired/Desired	Response Type	Comments/Explanations
f. Graffiti/Vandalism – Weekly –Number of incidences of graffiti/vandalism reported and number addressed;			
g. Customer Service Call Data – Number of calls and average call duration per day;			
h. Calls Dropped – Daily – Number and percentage of calls dropped;			
 i. Call center responsiveness – Daily – Percentage of calls answered in less than 30 seconds; 			
 j. Emails – Daily –Number of emails received and percentage responded to in 24 hours 			
 k. Ridership by Member Type – Daily – Report the number of rentals and trips by day; 			
 Trip Duration – Daily – Trip duration by user class in 30 minute increments; 			
m. Miles Traveled – Monthly – Total miles traveled by user class;			
n. Station performance – Weekly – Rentals and returns by station;			
 o. Annual Members – Monthly – Weekly – Three day – New and cumulative members; cash transaction signups. 			
p. Casual Users – Daily – New and cumulative members;			

For each active station in the system, the following data should be provided on a Monthly Basis:

Station Number or Identifier

- Station Name
- Station Address
- Station Coordinates (Latitude / Longitude)
- Station Payment Terminal Availability (Does the station have the ability to process credit/debit cards?)
- Station Terminal Availability (Is the station terminal working)
- Installed Date
- Station Status (Open / Closed)
- Station Docks Total
- Station Docks Available
- Bikes Currently Available
- Broken Bikes at station (If any)
- Last communication with Central Computer System.
- Last update from Station.

Ridership

- Number of trips per Month
- Trip Origin/Destination by Municipality
- Trip Origin/Destination by Station
- Trips per Time Interval
- Percentage of trips per time interval
- Miles Travelled per Month

Fleet Performance and Safety

Bicycles in Service

- Fleet Maintenance (Number of Bikes Inspected/Repaired) per Month
- Bicycles Damaged per Month

Membership/Pass Status

- Total Number of Users
- New Members

Customer Service Data

- Stations Full or Empty Number of Instances
- Stations Full or Empty Time Interval
- Stations Full or Empty Percentage of Instances per Time Interval
- Stations Full Instances of Additional Time Granted
- Stations Full Total Number of Extra Minutes Granted
- Rebalancing Number of Times Bicycles Picked up and dropped off at Stations
- Customer Service Calls Number of Incoming Calls and Lost Calls

Trip Duration Data

- Trip / record identifier
- Start date & time
- End date & time
- Start station location
- End station location
- Bike number
- Membership / user type

City of Baltimore Department of Finance Bureau of Purchases

Request for Proposals

for

The Design, Installation, Operation and Maintenance of a

Bike Share System for the City of Baltimore

(General Terms & Conditions) Part 2 of 2

Solicitation Number: B50004211

Due Date: October 21, 2015 at 11:00 A.M.

Any questions concerning this solicitation should be directed immediately to the CitiBuy Q&A Tab.

Brennae Brooks, Procurement Specialist II Bureau of Purchases 231 E. Baltimore Street, Suite 300 Baltimore, MD 21202

Phone: (410) 396-5709 Fax: (410) 396-2997

Email: brennae.brooks@baltimorecity.gov

Important Notice to Vendors

Regarding Registration as a Requirement for Bidding/Proposing

- Anyone wishing to submit a bid or proposal must first be on the
 official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this
 solicitation.
- To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.
- To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.
- Bids / Proposals submitted by vendors who are not on the official bidder list will be returned as non-responsive.

General Terms & Conditions

GC1. DEFINITIONS.

The following definitions apply to this Solicitation:

- A. CITY is the Mayor and City Council of Baltimore, the legal entity preparing and issuing this Solicitation and may also be referred to and/or encompass Baltimore City, City of Baltimore, Department, Agency, Department of Finance, Bureau of Purchases, Board of Estimates of Baltimore City and/or Board of Estimates. The City is the contracting entity, even in the event that this Solicitation is to meet the needs of State agencies or quasi-City agencies for which the City has agreed to procure, or is responsible for procuring its goods and/or services under this Solicitation.
- В CONTRACT — includes the written legally binding agreement entered into by and between the City and the Offeror as a result of an Offer submitted in response to this Solicitation and awarded by the City. The Contract includes this Solicitation document and all addenda issued by the City thereto, the Offer submitted by the Offeror, and all approved documents thereto and accepted by the City, and/all other closing documents (such as a formal agreement, performance bond, payment bond, certificate of insurance, other agreements required by this Solicitation, among others) executed as a result of award resulting from this Solicitation, the Purchase Order(s) and all Releases therefrom, and any/all other documents fully executed by both parties that are directly related to the Contract.
- C. CONTRACTOR is the legal entity who submits a successful Offer, obtains an award by the Board of Estimates, and enters into a Contract with the City, and may also be referred to and/or used interchangeably as provider, bidder, proposer, vendor, firm, company, contractor, operator, manager, or corporation.
- D. OFFER a written document prepared and submitted by the Offeror in response to this Solicitation, which may also be referred to and/or used interchangeably as completed Bid/Proposal forms, bid, proposal, quote, submission, or information, which states that the Offeror agrees to provide a product or perform a service to the City in accordance with this Solicitation.
- E. OFFEROR is the legal entity preparing and submitting an Offer in response to this Solicitation, and may also be referred to and/or used interchangeably as provider, bidder, proposer, vendor, firm, company, contractor, operator, manager, or corporation.
- F. PURCHASE ORDER is the electronic file residing in CitiBuy, the City's electronic procurement database located at www.baltimorecitibuy.org, notice of which is emailed to

the Contractor after the City's approval of the award. If an Open Market Purchase Order is issued to the Contractor, this is the Contractor's notice to proceed. If a Master Blanket Purchase Order is issued to the Contractor, this is notice that the City will commence placing orders, by issuing individual Release Purchase Orders.

G. SOLICITATION — is this entire document, including Parts 1 and 2, any other attachment(s) referenced, and any subsequent addenda thereto as issued by the City, and may also be referred to and/or used interchangeably as Request for Bids (RFB), Invitation for Bids (IFB), Request for Proposals (RFP), Request for Quotes (RFQ) or Request for Information (RFI).

GC2. ORDER OF PRECEDENCE.

- A. In the event of a conflict between similar terms in any of the various components of this Contract or other related documents, the following order of precedence shall apply:
- (1) Addenda (more recent having precedence over older);
 - (2) Detailed Specifications;
 - (3) Statement of Work;
 - (4) General Terms & Conditions:
- (5) City-provided Bid/Proposal forms, including MBE/WBE package;
- (6) All other related documents issued by the City, and lastly;
 - (7) Offeror's submission.
- B. In the event of a conflict among similar terms, conditions, or language between or within Contract components, the term, condition, or language that is in the best interest of and most advantageous to the City shall prevail, as determined at any time, including after award, by and at the sole discretion of the City Purchasing Agent.
- C. In the event that an individual term, condition, or language is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this Contract, then the term, condition, or language/wording may be disregarded, even though an addendum is not issued. However, if the City Purchasing Agent determines that the term, condition, or language is "applicable in part," then the term, condition, or language will apply to the degree applicable, even though an addendum is not issued.

- D. In the event of a discrepancy or dispute between the Offeror's original Offer and any of its duplicate copies, the original Offer shall prevail.
- **GC3. BID SECURITY.** (Bids or Proposals, when filed, shall be IRREVOCABLE.)
- A. All Offers which require a bid guarantee, as stated in the Statement of Work, shall be accompanied by one of the following:
 - (1) A One-Time Bid Bond; or
- (2) An Annual Bid Bond which must be on file at the time of Offer receipt; or
- (3) A certified check, bank cashier's check or bank treasurer's check.
- B. All bid guarantees (unless otherwise noted) shall be computed at two percent (2%) of the total bid amount.
- C. All bid guarantees shall be made payable to the "Director of Finance" and submitted in accordance with the submittal instructions.
- D. Where an award is made, this Contract, insurance and bond requirements (including but not limited to performance, payment, fidelity, and demolition bonds) shall be promptly and properly executed and delivered to the City. The requirements of prompt execution and delivery will be considered as fulfilled if accomplished within ten (10) calendar days after receipt. Bid guarantees shall be forfeited to the City as liquidated damages, as required by Article VI, Section II of the City Charter, as amended, for failure to comply with this requirement. Upon execution of this Contract and performance bond, and receipt of current insurance certification, the City shall refund to the Contractor the amount deposited or release the amount charged against the bond as bid guarantee.
- E. Bid guarantee(s) posted by unsuccessful Offeror(s) shall be refunded or released promptly after an award is made. The City reserves the right, at any time, to hold unsuccessful Offeror(s) bid guarantee(s) for a longer period of time, including but not limited to sufficient time to allow for the Contractor's delivery of the required documents in accordance with paragraph D of this section.

GC4. PERFORMANCE GUARANTEE.

- A. If required by the Statement of Work, the Contractor(s) shall promptly supply a performance guarantee warranting that the Contractor shall comply in all respects with the terms and conditions of this Contract and its obligations thereunder.
- (1) The performance guarantee shall be as specified in the Statement of Work, or as

- otherwise determined by the City, in its sole discretion, Acceptable coverage shall be under a Performance Bond on a City-supplied form, or under an Irrevocable Letter of Credit.
- (2) Additional Bonds: The Contractor shall obtain a Payment Bond and/or Fidelity Bond, or other specified bond, if required by the Statement of Work, in the amount specified therein.
- B. For Awards not exceeding \$200,000, the Contractor may utilize the Self-Insurance Program for Commodity, Service and Construction Contracts (the "Self-Insurance Program"). The Contractor shall be required to pay to the Director of Finance at the established rate per thousand on the full amount of this Contract.
- (1) For Self-Insurance Program coverage, the Contractor certifies by signing the Offer that:
- (a) The Contractor and/or any previously owned business is/are not to and have never been in bankruptcy or in the hands of a receiver;
- (b) The Contractor and/or any previously owned business is/are not to and have never been in default to the City under the terms of any City contract (default meaning a Contractor's failure where the City had to take legal action to obtain remedy, or where a bonding company had to reimburse the City or where the City or where the Contractor was declared in default by the Board of Estimates).
- (2) Exceptions The Contractor will be required to post either a Performance Bond, or an Irrevocable Letter of Credit, if any of the following applies:
- (a) The Contractor is unable to certify as required above;
- (b) Substantial warranty coverage extends beyond one (1) year; and/or
- (c) The award period for the work to be done extends beyond twenty-four (24) months.
- C. Whenever the performance guarantee furnished shall be deemed by the City to be insufficient or unsatisfactory, the Contractor, within ten (10) calendar days after notice to that effect, shall furnish and deliver a new and/or additional performance guarantee to the City whenever and as often as the City shall require.
- D. Unless fully or partially released by the City, in its sole discretion, performance and payment guarantees will remain in effect until completion of this Contract and final acceptance of

materials and/or services and/or expiration of all warranties for materials and/or services, whichever is longer. Release must be in writing and signed by the City Purchasing Agent.

E. The City will issue a Purchase Order as the notice to proceed with delivery of materials and/or services covered by this Contract, upon receipt of all Contract documents, if determined to be acceptable to the City.

GC5. RESERVATIONS. The Board of Estimates reserves the right to:

- A. Increase or decrease award(s) as necessary to meet the City's requirements;
- B. Reject any or all Offers and/or waive technical defects if, in its judgment, the interest of the City shall so require;
- C. Retain all Offer documents whether rejected or not; and/or
- D. Enter into additional contracts near the date of Contract expiration to ensure continuity of service to the City.

GC6. AFFIDAVITS AND BID/PROPOSAL FORMS.

- A. All Offers will be completed and submitted on the attached Bid/Proposal forms in duplicate. Any additional information and/or deviations to the specifications will be in the form of attachments thereto.
- B. An authorized person must sign the Bid/Proposal forms and affidavit signature page. If an Offer is submitted on behalf of any corporation, any authorized officer as agent must sign it in the name of the corporation thereof. If practicable, the seal of the corporation shall be applied.
- C. Failure to comply may be cause for rejection of the Offer.

GC7. INDEMNIFICATION.

A. The Contractor shall indemnify, save, defend and hold harmless: (i) the City, its elected/appointed officials, municipal agencies and departments, agents, employees, and volunteers; and (ii) any agency, department or entity and its elected/appointment officials, municipal agencies and departments, agents, employees, and volunteers, ("Other Indemnified Party"), for which the Bureau of Purchases procures commodities and/or services for the Other Indemnified Party, whether or not the Other Indemnified Party is a State or quasi-City agency, against any and all claims, liabilities or expenses, including attorneys' fees and court costs, brought against the City, its elected/appointed officials,

municipal agencies and departments, employees, and volunteers as result of any (a) breach of the Contractor's obligations under this Contract; (b) breach of the Contractor's compliance with the law; (c) breach of the Contractor's confidential obligations, including data security and privacy obligations; or (d) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Contractor, its officers, directors, employees, agents, or volunteers in connection with the performance of this Contract and/or related to any software intellectual property rights, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or subconsultant agreements. This requirement shall survive the termination of this Contract.

B. The Contractor's obligation to indemnify the City and/or the Other Indemnified Party as provided in this Section shall not be limited by or to the level of liability insurance required under the provisions of this Contract, or by any provision, document or instrument which may be contained in, incorporated in, or attached, or otherwise made a part of this Contract.

GC8. WORK FOR HIRE AND INFRINGEMENT PROTECTION.

- A. Any software, system interfaces, design materials, documentation, graphics, images, maps, guides, operating manuals, designs, data, processes, plans, procedures and information developed or prepared by the Contractor in performance of services under this Contract shall be considered as specifically commissioned by the City, and they shall be deemed "work for hire" as such term is defined under U.S. copyright law.
- To the extent any of the materials may not, by operation of law, be a work made for hire in accordance with the terms of this Contract, the Contractor hereby assigns to the City all right, title, and interest in and to any copyright, and the City shall have the right to obtain and hold in its own name any copyrights, trademarks, registrations and other proprietary rights which may be available. To the extent any materials may not, by operation of law, be a work made for hire on behalf of the City for any subcontractor who provides materials in accordance with the terms of this Contract, the Contractor shall secure an assignment to the City of the subcontractor's right, title, and interest in and to any copyrights, registrations and other proprietary rights which may be available.
- C. The Contractor retains no ownership in any software or materials considered "work for hire". The Contractor is not granted a license to use, and may

not modify, adapt, create derivative works from, decompile, disassemble, reverse engineer or otherwise reuse the source code version without City's prior written permission.

The Contractor warrants that any D. software developed or used in accordance with this Contract (the "Software") does not infringe or otherwise violate any United States intellectual property rights, including patent, copyright, trademark, or trade secret. The Contractor agrees to defend at its expense any action brought against the City to the extent based on a claim that the Software violates an intellectual property right. The Contractor will indemnify the City, and Other Indemnified Party (if applicable), and pay any costs and damages finally awarded against the City, and Other Indemnified Party (if applicable), in such action that are attributable to such claim, provided that the City notifies the Contractor in writing of the claim (provided, however, that the failure to so notify shall not relieve the Contractor of its indemnification obligations provide in this Section and elsewhere in this Contract), allows the Contractor to control the defense, provides the Contractor with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Contractor's prior written consent. Should the Software become, or in the Contractor's opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Contractor, at the Contractor's sole expense, to (i) procure for the City the right to continue using the Software; (ii) replace or modify the Software so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Contract and the City shall be entitled an equitable adjustment in accordance with this Contract.

GC9. DATA BREACH PROTECTION.

- A. "Confidential Information" includes all City information designated as such in the Solicitation and/or by applicable laws. The Contractor shall maintain all Confidential Information in compliance with the stricter of: (i) applicable laws, or (ii) this Solicitation. If the Contractor becomes aware of any unauthorized access to, disclosure of, use of, or damage to the Confidential Information, the Contractor shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage.
- B. Additionally, the Contractor shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Contractor or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City

and Other Indemnified Party in any litigation against third parties that the City and Other Indemnified Party undertakes to protect the security and integrity of the Confidential Information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Contractor shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.

GC10. FAIR COMPETITION.

- A. Competition is encouraged even though a particular manufacturer's name or brand is specified to indicate the level of quality desired. Offers will be considered on other brands as a functional equivalent when the Offeror indicates clearly the product (brand and model number) which is being offered. A sample or sufficient data in detail to enable a proper comparison to be made with the particular material specified shall be included. The City Purchasing Agent, considering equality of design, construction and function will make the determination of the acceptability of an equivalent product.
- B. No Offeror will be allowed to offer more than one price on each item. If said Offeror should submit more than one price on any item, all prices for that item will be rejected at the discretion of the City Purchasing Agent. This paragraph is not intended to restrict the Offeror's ability to offer alternate products that meet the requirements of a single item.
- C. To better ensure fair competition and to permit a determination of the lowest responsive and responsible Offeror, Offers may be rejected if they show any irregularities, conditions, non-conformities, or bids determined to be unbalanced, at the sole discretion of the City.
- Samples, where required, shall be delivered to the Bureau of Purchases, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202, unless otherwise stated in the specifications. Packages shall be marked "Samples for Bureau of Purchases", with the name of the Offeror, Contract Number and Item Number. Failure of the Offeror to furnish an itemized packing list and clearly identified samples as indicated may be considered sufficient reason for rejection of the Offer. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Offeror, if any samples are lost or destroyed. Upon notification by the City Purchasing Agent that a sample is available for pickup, it shall be removed within thirty (30) calendar days, at the Offeror's expense, or the City Purchasing

Agent will dispose of same at his/her discretion, at the Offeror's expense. All deliveries under this Contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

E. This Solicitation does not commit the City to award a contract or reimburse an Offeror for any cost incurred in the preparation and submission of the Offer or for the cost of samples which were submitted as an Offer requirement.

GC11. CONFLICT OF INTEREST. Bvsubmitting an Offer in response to this Solicitation, and/or executing the resulting agreement that incorporates this Contract, the Contractor asserts that it has not engaged in any practice or entered into any past or ongoing contract that would be considered a conflict of interest with this Contract. The Contractor agrees to refrain from entering into all such practices or contracts during the term of this Contract (and any renewals or extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest. Furthermore, the Contractor asserts that it has fully disclosed to the City any and all practices and/or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this Contract and will continue to do so during the term of this Contract and any renewals or extensions thereto. Additionally, the Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Contractor, to or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

GC12. CHANGES TO OR DEVIATIONS FROM SPECIFICATIONS.

- A. All deviations from the specifications must be noted in detail by the Offeror, in writing, at the time of submittal of the Offer. In the absence of a written list of specification deviations at the time of submittal of the Offer, the Offeror shall be held strictly accountable to the City for the specifications as written. Any deviation from the specifications as written, not previously submitted and accepted by the City, is ground for rejection of the Offer, and if award has been made, of the material, equipment and/or services when delivered or performed.
- B. Any person contemplating submitting an Offer in response to this Solicitation, and requesting a change in the Solicitation or a clarification as to the true meaning of the Solicitation or other

Contract documents or any part thereof, <u>must</u> submit to the City a written request for said change or interpretation, using the Solicitation's Q&A function on CitiBuy. Said request, with supporting documents if necessary or requested by the City, shall be received by the City on or before the date specified in the Solicitation for final questions.

- Any clarifications that are nonsubstantive in nature will be made by response using the Solicitation's Q&A function on CitiBuy. These clarifications shall not modify the Solicitation terms, and do not become part of this Contract. Any substantive change or interpretation of the components of the Solicitation or other contract documents or specifications, if made by the City, will be made only by addendum duly issued. A copy of such addendum will be furnished to each known person receiving a set of such documents. The City will not be responsible for any explanations, changes, or interpretations to the Solicitation that are not made by addendum issued. The City is not responsible for any verbal or written communications made in advance of the solicitation process. The Offeror agrees that it will not attempt to have any communications about this Solicitation, or the subject of this Solicitation, with the City outside of the process as described by this Solicitation.
- D. Any Offeror who intends to submit an Offer must submit a complete response, including all addenda issued by the Bureau of Purchases, signed by the Offeror. Offerors must register on CitiBuy to ensure receipt of addenda issued, and are fully responsible for checking the Solicitation posting on CitiBuy regularly for such addenda. Offerors are also responsible for maintaining their CitiBuy account information, including but not limited to user contact information, so that all appropriate notices are received or accessible.

CONDITIONAL, QUALIFIED OR GC13. NON-RESPONSIVE OFFERS. Offers shall submitted in a form and manner as indicated by the components of the Solicitation. Any proposal, which is not submitted in a form and manner indicated by the components of the Solicitation and proposal forms or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposals submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications on the Offer for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, or which does not meet legal requirements shall be declared as a qualified, conditional, or non-responsive Offer and shall be rejected without further consideration. Any Offer that does not fully respond to and comply with all the

detailed specifications or other requests for information including execution of proposal forms may be declared "non-responsive" by the City and recommended for rejection. The City shall not be responsible for any errors or omissions of the Offeror.

GC14. WAIVER OF TECHNICALITIES IN SPECIFICATIONS. Minor differences in specifications or other minor technicalities may be waived at the discretion of the Board of Estimates upon the recommendation of the City Purchasing Agent.

GC15. OMISSIONS OF SPECIFICATIONS. The omission by the City of any specifications or details of any specification within the Solicitation which would normally apply to the product or service specified herein, shall not relieve the Contractor from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this Contract as determined by the City Purchasing Agent.

GC16. CLARIFICATION OF OFFERS.

- If during the evaluation process, the City (which for this purpose includes the Evaluation Committee convened for the purpose of evaluating the Offer, as stated in the Method of Award) determines that it needs clarification on a non-material portion(s) of the Offer, the City may require the Offeror to clarify that non-material portion(s) of the Offer which is in question, by responding in writing by the time and date specified in the request, and/or by appearing before the City at a time and place to be specified by the City; however, the City is under no obligation to do so. The term clarification used herein shall simply mean the Offeror may explain and/or make clear the meaning or understanding of some specified portion of the Offer, but shall in no event materially change any portion of the Offer.
- B. Offerors may also request clarification of the requirements of a Solicitation and may request deviations from those requirements, in the manner(s) stated in GC12.
- C. The cut-off for submission of questions or deviations shall be at the City's sole discretion, on or about the fifth (5th) calendar day prior to the due date for Offer submission (as amended by written addenda, if any). Questions or requests for deviations from specifications will not be accepted after that time.
- D. Failure of the City to respond to questions or requests for deviations shall be construed as confirming that the terms and conditions of the Solicitation remain as issued or formally amended.

E. In the event the Offer submitted contains clarifications or deviations not accepted or submitted previously, see GC13.

GC17. DELIVERY AND F.O.B. POINT.

- A. Each Offeror shall guarantee that it will deliver materials, equipment and/or perform services in accordance with the delivery schedule as outlined in this Contract.
- B. All materials, equipment and/or services shall be bid F.O.B. Destination (delivered) unless otherwise clearly specified by the City.
- If delivery or execution of this Contract shall be delayed or suspended and if such failure arises out of causes beyond the control and without fault or negligence by the Contractor, the Contractor shall notify the City Purchasing Agent, in writing, within fifteen (15) calendar days after the cause of the delay. Such causes may be included, but are not restricted to: acts of God, acts of the public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, restrictions, strikes, freight embargoes, and unusually severe weather, but in no event shall include riots, protests, or acts of public unrest. The City Purchasing Agent shall ascertain the facts and extent of each failure and if s/he determines that failure was occasioned by excusable causes, may increase delivery time by a period equal to the aggregate time lost due to such causes.

GC18. BILLS OF LADING / DELIVERY TICKETS.

- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered:
- (1) The Purchase Order number, description/name of article, item number, quantity and name of the Contractor; and
- (2) All bills of lading must state the name of the Contractor.
- B. Failure to comply with the above shall be sufficient reason for the City's rejection of the shipment.

GC19. INSPECTION.

A. All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and/or other independent testing laboratories as may be designated by the City Purchasing Agent. If the result of such tests indicates that any part of the materials and supplies are deficient in any respect, the City Purchasing Agent may reject all or any part of the materials and supplies to be

provided under this Contract. The City Purchasing Agent may waive minor variances in materials, supplies and/or services upon approval.

GC20. INVOICES. All invoices are to be submitted via email to the Bureau of Accounting and Payroll Services (City-Payables@baltimorecity.gov), in accordance with instructions in the Statement of Work.

GC21. PAYMENTS.

- A. Partial or full payment will be made upon receipt and final acceptance of services, materials and/or equipment invoiced, in accordance with the Purchase Order, Solicitation milestones, or as agreed upon by both parties in this Contract.
- B. Provided that the City shall have approved the Contractor's invoices, the Department of Finance will make payment thirty (30) days after receipt by the City of the signed payment request of the Offeror. Should the thirtieth (30th) day fall on a nonworking day, then payment shall be made the first working day thereafter. The Contractor's submission of an invoice to the City for payment shall be the Contractor's certification that the goods and/or services were provided to the City by the Contractor in accordance with the terms and conditions of the Contract.
- C. No partial payments will be made where the time required to completion of the order/contract is less than forty-five (45) days. In these cases, only the final payment will be invoiced.
- D. Final payment will be made after the completion and final acceptance of each order under this Contract.

GC22. LABOR, WAGES, AND WORK SCHEDULE.

- A. Service Offerors shall comply with all legally mandated wages as follows:
- (1) For construction or building maintenance services contracts, the provisions of Article 5, Subtitle 26 of the Baltimore City Code, as amended, relative to hours of labor, overtime, wages, apprenticeship and payroll reporting. The Prevailing Wage Rate Schedules for these contracts are included in the Solicitation, or may be found on the Wage Commission website at: http://archive.baltimorecity.gov/Government/Boardsand Commissions/OfficeofCivilRightsandWageEnforcemen t.aspx; and
- (2) For all other services contracts, in accordance with all current minimum wage rates applicable throughout this Contract period at no increase in Contract price in excess of the actual change

- in wages, if increase required by law and/or the Escalation Clause in this Solicitation, and the City's Living Wage provision when applicable.
- B. All work schedules shall be coordinated with the City based on a normal work week being Monday through Friday.
- (1) No work requiring the City to pay premium rates (including but limited to overtime, holiday or emergency time) shall be permitted, except in cases of emergency, and then only to such extent as is absolutely necessary and with written permission of the Project Manager, as designated by the City from time to time;
- (2) The Contractor should check with the contracting agency for dates of legal holidays; and
- (3) In the event the City declines to permit work that would incur premium rates charged to the City, and the Contractor elects to do so at its own cost, the Contractor shall remain responsible for complying with the provisions of Article 11, § 3 of the Baltimore City Code, as amended, pertaining to premium pay for overtime, Sunday and holiday work.
- **GC23. INSURANCE**. The Contractor shall procure and maintain the following specified insurance coverage during the entire life of this Contract, including any extensions thereof:
- A. COMMERCIAL GENERAL LIABILITY INSURANCE, at limits not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or death and property damage, including products and completed operations coverage, and with those policies with aggregate limits, a Three Million Dollar (\$3,000,000) aggregate limit is required. Such insurance shall include contractor's liability insurance.
- B. BUSINESS AUTOMOBILE LIABILITY INSURANCE. If automobiles are used under this Contract at a limit of not less than \$1,000,000 per occurrence for all damages arising out of bodily injuries or deaths and property damages. Such insurance shall apply to any owned, non-owned, or hired vehicle used in the performance of this Contract.
- C. WORKERS COMPENSATION INSURANCE. As required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
- D. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees are hereby named as additional insureds and shall be covered, by endorsement, as additional insureds as respects to liability arising out of activities

performed by and/or on behalf of the Contractor in connection with this Contract.

- E. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- F. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees or agents should not contribute with the Contractor's insurance or benefit the Contractor in any way.
- G. Required insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City, per Annotated Code of Maryland 27-603 through 605. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- H. Unless otherwise approved by the City, insurance is to be placed with insurers with a Bests' rating of no less than A:VII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
- I. The Contractor shall furnish the City a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force or will be provided at the time of contract execution. The City reserves the right to require complete copies of insurance policies with endorsements at any time.
- J. Failure to obtain insurance coverage as required or failure to furnish a Certificate(s) of Insurance as required may render this Contract null and void; provided, however, that no act or omission of the City shall in any way limit, modify, or affect the obligations of the Contractor under any provision of this Contract.
- K. Notwithstanding anything to the contrary in any applicable insurance policy, the Contractor expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.
- L. These requirements are general, and shall be considered a minimum and may be reduced, increased, expanded or modified by the Statement of Work (Pt. 1).

GC24. TAXES. No State Sales or Federal Excise Taxes apply. Maryland Sales and Use Tax Exemption Certificate #30000055 9 is applicable (or applies). The City is exempt from Federal Excise Tax per Chapter 32 Int. Rev. Code, Certificate No. A-112136.

GC25. REQUIREMENT FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION.

- A. Article 5, Subtitle 28 of the Baltimore City Code, as amended, is incorporated into this Contract by reference. The failure of the Contractor to comply with this Subtitle is a material breach of contract. The Contractor agrees that it shall make every good faith effort to equitably utilize the services of minority business enterprises ("MBE's") and women's business enterprises ("WBE's").
- B. During the term of this Contract, the Contractor agrees to fulfill the MBE and WBE commitment submitted with the Contractor's Offer. Failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract, if applicable. In identifying available MBE's and WBE's, the Contractor is encouraged to use the MBE/WBE Directory available from the Minority and Women's Business Directory Office, (410) 396-4355.
- C. The Contractor understand that authorized representatives of the City may examine, from time to time, the Contractor's books, records and files to the extent that such material is relevant to a determination of whether the Contractor is complying with the MBE and WBE participation requirements of this Contract.
- D. The Contractor agrees to pay all subcontractors within seven (7) days of receipt of payment from the City. Beginning with the second pay request from the Contractor to the City, the Contractor agrees to provide the City with written evidence that all subcontractors have been paid out of the proceeds of the prior payment, unless a bona fide dispute, documented in writing, exists between the Contractor and the unpaid subcontractor. The Contractor agrees to submit the following to the Minority and Women's Business Opportunity Office (MWBOO) when requested:
- (1) Copies of signed agreements with the business enterprises being utilized to achieve the contract goals;
- (2) Reports and documentation, including canceled checks, verifying payments to the business enterprises being used to achieve the contact goals; and
- (3) Reports and documentation on the extent to which the Contractor has awarded subcontractors to Minority and Women's Business

Enterprises under contracts not affected by Article 5, Subtitle 28.

- E. If the Contractor is unable to meet any contract goal by utilizing the certified business enterprises specified at bid opening, the Contractor must seek a substitute certified business enterprise to fulfill its commitment. All substitutions must receive prior written approval by the Minority and Women's Business Enterprise Opportunity Office (MWBOO). If, after good faith efforts, the Contractor is unable to find a substitute, the Contractor may request a waiver of the goal(s). Before final payment may be made under this Contract, the Contractor must submit a list of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE. The list must include, as to each subcontractor:
 - (1) Company name;
- (2) Total amount paid to subcontractor; and
- (3) Owner's race/ethnicity and sex.
- F. A Contractor who fails to comply with the requirements of Article 5, Subtitle 28 of the Baltimore City Code, when applicable, is subject to the following penalties; suspension of this Contract; withholding of funds; rescission of this Contract based on material breach; disqualification of the Contractor from eligibility for providing goods or services to the City for a period not to exceed two (2) years; and payment of liquidated damages.
- G. The City may, at its discretion, require all data regarding subcontractor payments to be submitted by the Contractor on its Purchase Order in CitiBuy, and may require all subcontractors (including but not limited to MBE/WBE subcontractors) to be registered in CitiBuy to allow for the tracking of subcontractor payments.
- H. The Contractor is responsible for ensuring that all subcontractor payments are shown on the Purchase Order, and that its subcontractors view and acknowledge, as appropriate, all payments in CitiBuy, in a timely fashion.

GC26. NOTIFICATION OF AWARD.

A. After award by the Board of Estimates, the Contractor will receive an Award Notification from the City Purchasing Agent, or designee, enclosing Contract documents (including but not limited to the formal agreement that incorporates the Contract, and any required bonds) which must be executed and returned to the City Purchasing Agent, along with current Insurance Certificate, within ten (10) calendar days after receipt of the notification. When

these documents are received by the City Purchasing Agent, a Purchase Order (or notice/order to proceed) will be issued, which will permit payment for services rendered. See also, GC1(B) and GC3(D).

- B. The City may, at its discretion, send the above-referenced Contract documents via email to the person(s) and addresses noted in the Offer documents, and/or in the vendor registration account in CitiBuv.
- C. The City may, at its discretion, require a recommended awardee to obtain and submit bonding, insurance or other documents prior to making an award.

GC27. BOARD OF ESTIMATES AGENDA.

- A. Offerors will be notified by the Bureau of Purchases of the expected date that an award will be considered by the Board of Estimates, via email. Any vendors who did not submit Offers will not be notified prior to award. Information pertaining to scheduled Board of Estimates action may also be obtained via the Internet www.comptroller.baltimorecity.gov. The Board of Estimates meets every Wednesday at 9 a.m., except holidays. Dates the Board of Estimates will be in recess are posted on the Board of Estimates website, at the URL above.
- B. From time to time, a Board of Estimates meeting may be cancelled with very short notice. In that event, any Offer that is due on the cancelled meeting date shall still be due and submitted as originally scheduled, except for holidays, and any Offer that is due to be opened on the cancelled meeting date shall be held by the Comptroller's Office to be opened on the next scheduled Board of Estimates meeting date without any additional public notice or notice to venders.
- C. In the event that the City elects to retract or defer an item that has been placed on a Board of Estimates agenda, the Bureau of Purchases may attempt to notify awardee(s) and/or Offeror(s). However, the awardee(s) and/or Offeror(s) are responsible for determining whether an agenda item has been retracted or deferred.
- **GC28. ENTIRE CONTRACT**. The Contract resulting from this Solicitation, shall be formalized by the agreement that incorporates this Solicitation and all addenda issued thereto, the Offer and all approved amendments thereto as accepted by the City, all closing documents executed as a result of award resulting from this Solicitation, and any/all other documents either issued by the City alone, or as fully executed by both parties, that are directly related to this Contract. This

Contract shall be binding upon the parties hereto and their successors and permitted assigns. See GC1.

GC29. NO WAIVER/CUMULATIVE REMEDIES. No failure by the City to exercise, and no delay in exercising any right, power or privilege as provided to the City hereunder in this Solicitation or as otherwise granted by law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege as provided hereunder in this Solicitation or as otherwise granted by law preclude any other or further exercise thereof by the City or the exercise of any other right, power or privilege granted to the City by law.

GC30. SEVERABILITY. The provisions of this Contract are severable. If any paragraph, section, subsection, sentence, clause, word, or phrase of this Contract is for any reason held to be contrary to any law, rule or regulation, said paragraph, section, subsection, sentence, clause, word or phrase may be removed from this Contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates. Such decision shall not affect the legality of the remaining portions of this Contract unless otherwise determined by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates.

GC31. SUBLET OR ASSIGN.

- A. The Contractor shall give its full personal attention constantly to the faithful execution of this Contract, and shall keep the same under its control. Assigning or subletting any part after the award of this Contract shall require advance approval in writing from the City Purchasing Agent, and the Board of Estimates if necessary. Unless otherwise approved by the City, the Contractor shall complete at least fifty-one percent (51%) of the work under this Contract with its own employees.
- B. The Contractor shall not assign any of the monies payable under this Contract, or its claims thereto, without first giving written notification to the City Purchasing Agent. Such notice shall be hand delivered with receipt obtained therefore, or mailed by certified mail, return receipt requested.
- C. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City. The City shall not be responsible for any failure by the Contractor to remit payments to any third party.

GC32. CONTRACTOR'S COOPERATION.

A. The Contractor shall actively cooperate in all matters pertaining to its performance under this Contract, and shall come to the office of the City Purchasing Agent, whenever requested in connection with the performance of this Contract.

B. The Contractor shall cooperate with the City and any other contractor, in order to successfully complete the Contract requirements, or in order to successfully and expeditiously transition responsibilities from or to other contractors. This requirement includes transitioning from either an incumbent contractor previously performing the services under an expiring contract, or transitioning from this Contractor to a subsequent contractor who is the successful awardee of a subsequent solicitation. Purchase Orders for both contractors may overlap in term by as much as six (6) months, at the City's discretion, unless otherwise stated in the Statement of Work.

GC33. GENERAL RESPONSIBILITY OF CONTRACTOR.

- A. All equipment, materials and/or services to be provided or performed under this Contract shall be in complete compliance with all Federal, State, City and local municipal regulations, standards, laws, ordinances, statutes and rules, including those now in effect and hereafter adopted, in any matter affecting performance and pricing under this Contract and must meet or exceed specification requirements.
- B. The Contractor shall, at any time upon request, provide to the City copies of all licenses or certificates required for the performance of the work referred to herein.
- C. In the event the Scope of Work requires that a permit(s) be obtained, the Contractor shall be responsible for obtaining any/all permits and providing copies to the City, prior to the commencement of work.
- D. The Contractor shall inform the City Purchasing Agent, in writing, of any and all circumstances which may impede the progress of the work or inhibit the performance of this Contract including, but not limited to: replacement of key personnel named in the Offer, or assigned responsibility for the Contractor's performance under this Contract, bankruptcy, dissolution or liquidation, merger, sale of business and/or assignment. The Contractor's failure to do so may be considered a material default under this Contract.
- E. The Contractor is responsible for ensuring that all subcontractor payments are shown on the Purchase Order(s), and that its subcontractors acknowledge all payments in CitiBuy, in a timely fashion, in the event that subcontractor payments are tracked in CitiBuy.
- F. The signatory for the Contractor certifies and warrants that the Contractor's name in the

Offer and the one-page agreement incorporating this Contract is its full legal name, as designated in its corporate charter or other organizational document, that he/she is empowered to act and contract for the Contractor, and that this Contract has been approved by the board of directors or other governing body of the Contractor.

GC34. CONTRACTOR'S SUPERVISION. The Contractor shall be fully responsible for supervision and the actions of its officers, directors, employees, agents, volunteers, and subcontractors. The City shall exercise no supervision or control over the Contractor's officers, directors, employees, agents, volunteers, or subcontractors.

GC35. CONTRACTOR IS NOT AN AGENT OR EMPLOYEE OF THE CITY.

- No language or wording contained in this Contract shall be used to construe the Contractor as an agent or employee of the City, nor shall any such language or wording be used to construe the City as an agent or employer of the Contractor, any of the Contractor's employees, subcontractors, subcontractors' employees. The Contractor shall have the entire responsibility and liability for any and all damage or injury of any kind or nature, whatsoever, to all persons, whomsoever, whether employees of the Contractor or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this Contract. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City.
- B. It is understood and agreed that the Contractor is an independent contractor, and shall not be entitled to any City benefits. Additionally, the Contractor shall not be covered under any insurance coverage maintained by the City. The terms and conditions of this Contract shall not be deemed or construed in any way to create or constitute a general partnership, joint venture, or other such entity between the City and the Contractor.

GC36. CHANGES TO CONTRACT.

A. After the Contract award, the City will have the unilateral right to order changes to this Contract and the Contractor may request changes to this Contract. In either case, the City Purchasing Agent shall have the undisputed right to decide on such changes provided the Contractor provides the City Purchasing Agent with a careful lump sum estimate made under generally accepted accounting principles of the cost effect of proposed additions or deductions, schedule changes, and a written proposal submitted by the Contractor. If the proposal is accepted, the changes must be by written change order of the City Purchasing

Agent. No variations from this Contract price and/or schedule either by addition or deduction shall be made without this written order. Should a change become necessary and the Contractor and City Purchasing Agent fail to agree upon a lump sum, the City Purchasing Agent shall have the right to issue an order for the work to be changed, and a correct account kept of the actual cost thereof, and an amount not exceeding fifteen percent (15%) shall be added to cover the Contractor's overhead and profit, which total amount shall stand as the price to be deducted or added for changes. No such changes shall invalidate this Contract. Unless an extension of time for completion is specifically stated in such order, it shall be considered that no additional time is to be allowed.

- B. Notwithstanding the foregoing, material modifications, alterations, or amendments to the provisions of this Contract must be by means of a written amendment that refers to and incorporates this Contract, is duly executed by an authorized representative of each party, and is approved by the Board of Estimates, if necessary.
- C. The parties agree that they will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by Federal or State law to comply with any existing or future Federal or State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Contract.

GC37. GUARANTEE / WARRANTY.

- A. Unless indicated otherwise by another provision of this Contract, all work, supplies, materials and requirements described in the specifications, including any modifications thereto, shall be guaranteed/warrantied for a period of one (1) year from the date of delivery and/or final acceptance by the City. Such guarantee/warranty shall include, but not be limited to the following:
- (1) Against any and all material and/or equipment damage; or imperfect, careless or unskilled workmanship, as determined by the City Purchasing Agent; and/or
- (2) Against any injury or undue deterioration resulting from proper and normal use of goods and/or services, as determined by the City Purchasing Agent.
- B. The Contractor shall remove and replace with proper materials, equipment or services and shall re-execute, correct or repair without cost to the City, any materials, equipment or services found to be improper, imperfect, defective or unable to perform

as specified, and shall repair all damages caused by any such removal, replacement or repair.

C. Any warranties, whether expressed or implied, shall not reduce the Contractor's, seller's, and/or manufacturer's obligations to the City against any latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications, including improved modifications.

GC38. TERMINATION FOR DEFAULT / CONVENIENCE.

- A. Upon recommendation of the City Purchasing Agent, the Board of Estimates reserves the right to terminate any contract, if in its opinion there shall be a failure at any time, to promptly and faithfully perform any of its terms or in case of any willful attempt to impose upon the City materials, services, products and/or workmanship inferior to that required by the contract. Any action taken by the Board of Estimates shall not affect or impair any rights or claims of the City to damages for the breach of any requirements or terms of the contract by the Contractor.
- B. Any cost and/or expense incurred under the section above shall be deducted from and paid by the City out of such monies as may be due or become due to the Contractor. In the event said expenses shall exceed the amount which would have been payable under this Contract, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the City. In the event that a Contractor exempted from posting a bid or performance guarantee fails to execute and perform any Contract, it shall forfeit the right to bid on any future City contract(s) for a period of time determined by the Board of Estimates and shall be liable for any costs incurred by the City as a result of its default.
- The City in accordance with this clause may terminate the performance of work under this Contract, in whole or in part, whenever the City Purchasing Agent shall determine that such termination is in the best interest of the City. The City shall mail to the Contractor a Notice of Termination specifying the extent and conditions under which performance of work under this Contract is terminated and the date upon which such termination becomes effective. termination of this Contract in accordance with this section, the Contractor is entitled to an equitable adjustment hereunder. Said equitable adjustment may include any costs reasonably incurred by the Contractor as a direct result of early termination, but shall not include, under any circumstance, anticipated but unearned profits.

GC39. NONDISCRIMINATION.

- A. The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial The Contractor shall provide equal customers. opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. Contractor understands and agrees that violation of this clause is a material breach of this Contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. The Contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. In addition, the Contractor shall complete, when required, Immigration and Naturalization Form 1-9 for each employee hired. For assistance in compliance, contact: United States Department of Labor, Office of Federal Contract Compliance Programs, 103 South Gay Street, Room 202, Baltimore, Maryland 21202. Phone: (410) 962-3572, Fax (410) 962-0159.

GC40. COOPERATIVE PURCHASING.

- Subject to the Contractor's approval, the prices, terms and conditions of this Contract may be extended to the regional public schools, colleges, the Baltimore Regional Cooperative libraries Committee (BRCPC), and Purchasing other governmental entities. Any participating entity will issue its own purchasing documents. The City assumes no authority, liability or obligation on behalf of these governmental or quasi-governmental bodies. There shall be no obligation on the part of any named entity to utilize the resultant contract. The entities shall have the unilateral right, during the contract period, to contract directly with the Contractor to place orders, arrange deliveries, reconcile discrepancies and invoices and issue payments.
- B. The Contractor's willingness to participate will not affect consideration of its Offer.

GC41. ACCESS AND RETENTION OF RECORDS.

- At any time during business hours, and as often as the City may deem necessary, there shall be made available to the City for examination, the Contractor's records with respect to the Contractor's services under the Offer and any ensuing contract, and the Contractor's compliance with any City programs, regulations or laws. The Contractor shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and make audits of data relating to matters covered by the Offer and this Contract. The Contractor shall maintain and retain all records and other documents related to this Contract for a period of three (3) years from the date of the final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the City.
- B. The Contractor shall be responsible for repayment of any and all applicable audit exceptions, including any City expenses related thereto, which the City, State or Federal auditors or their designated representatives may identify and are material and adverse in nature to the City as to create an audit disallowance. The City will bill the Contractor for the amount of such audit disallowance, including any City expenses related thereto, and the Contractor shall promptly pay such stated amount.
- **QUALITY ASSURANCE.** The supplies, GC42. materials, work and services shall be of the best quality of the kinds herein specified. Should any supplies, materials, work and services other than those specified be substituted, the City Purchasing Agent and/or his/her authorized representative shall have full power to reject them, and the substituted supplies, materials, work and services shall be removed from the premises by the Contractor within twenty-four (24) hours after notification. Should the Contractor continue utilizing defective and inferior workmanship or utilizing rejected materials which may cause rejection and remove of same, the City Purchasing Agent shall have full power and authority to employ a superintendent or inspector at the Contractor's sole expense to ensure compliance. Said superintendent or inspector shall be paid from time to time out of any money due or becoming due to the Contractor. The City Purchasing Agent shall have the power to continue the employment of said superintendent or inspector until final completion and acceptance of all work under this Contract or to take any other legal remedies under this Contract.

GC43. AUTHORITY OF THE CITY PURCHASING AGENT.

A. The parties to this contract agree that the City Purchasing Agent is hereby vested with the power and authority to determine the amount and quantity, quality and acceptability of the work, materials, supplies and services provided under this

Contract. The City Purchasing Agent shall decide any and all questions that may arise regarding the Contractor's obligations and the fulfillment of the Contract terms.

B. The City Purchasing Agent shall act as the referee if any dispute arises between the Contractor and the City regarding this contract. The determination of the City Purchasing Agent may be appealed to Board of Estimates in writing, and further appealed on the record to a court of competent jurisdiction in the City. The Contractor may appeal any adverse determination of the City Purchasing Agent in writing within ten (10) calendar days of the determination, or it is forever waived. Final payment by the City will not be made unless and until all issues in dispute have been fully and finally settled and/or adjudicated.

GC44. SUBCONTRACTOR BONDING.

- A. No Contractor shall require a Performance Bond from any subcontractor unless prior approval authorizing the Contractor to require such a bond has been granted in writing by the City Purchasing Agent, and in connection with contracts subject to MBE and WBE requirements, concurred in by the Chief of the Minority and Business Opportunity Office ("MWBOO").
- B. All requests by a Contractor for prior approval to allow the Contractor to require a Performance Bond from a subcontractor shall be made in writing to the City Purchasing Agent. In such a request, the Contractor shall particularize the reasons supporting the request and shall explain why there are not options other than requiring the Performance Bond to protect its interests.
- C. The City Purchasing Agent, and if concurrence is required, the Chief of the MWBOO have the sole discretion to determine whether a request by a Contractor for prior approval to authorize the Contractor to require a Performance Bond from a subcontractor will be granted and concurred in, and their decisions shall be final.

GC45. DEBRIEFING OF UNSUCCESSFUL OFFEROR.

- A. When a contract is to be awarded on some basis other than price alone, unsuccessful Offeror(s) shall be debriefed upon written request submitted to the City Purchasing Agent within a reasonable time. Debriefings shall be provided at the earliest feasible time after contract award and shall be conducted by a procurement official familiar with the rationale for the selection decision and contract award.
 - B. Debriefing will:

- (1) Be limited to discussion of the unsuccessful Offeror's proposal and may not include specific discussion of a competing Offeror's proposal;
- (2) Be factual and consistent with the evaluation or the unsuccessful Offeror's proposal; and/or
- (3) Provide information on areas in which the unsuccessful Offeror's technical proposal was deemed weak or deficient.
- C. Debriefing will not include discussion or dissemination of the notes or rankings of individual members of an evaluation committee, but may include a summary of the procurement officer's rationale for the selection decision and recommended contract award.
- D. A summary of the debriefing shall be made a part of this Contract's file.

GC46. PROTESTS.

- A. The Board of Estimates approves all contracts over \$25,000 in value and is the final contracting authority for the City. Any interested party may protest the City Purchasing Agent's recommendation of award to the Board of Estimates. All protests must be in writing and filed with the Clerk to the Board of Estimates, Room 204 City Hall, 100 North Holliday Street, Baltimore, Maryland 21202, no later than noon on the Tuesday preceding the Wednesday meeting of the Board of Estimates or by an alternative date and time specified in the agenda for the next scheduled meeting.
- B. A copy of the protest letter must be forwarded to the City Purchasing Agent, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202.
- C. Parties protesting shall contact the Clerk to the Board of Estimates to determine the date when this Contract will be placed on the Agenda of the Board of Estimates.
- D. The written protest should include the following information:
- (1) Whom the author of the protests represents and the entity that authorized the representation (including the name, address and telephone number of the business entity protesting);
- (2) Identification of the Solicitation number, the City agency for whom this Contract is being solicited (if known) and the name of the Bureau of Purchases' Buyer;
- (3) A detailed statement of the factual grounds of the protest;

- (4) How the protestant will be harmed by the proposed Board of Estimates action; and
 - (5) The form of relief requested.
- E. Matters may be protested by a person or any entity directly and specifically affected by a pending matter or decision of the Board of Estimates. In order for a protest to be considered, the protestant must be present at the Board of Estimates meeting.

GC47. NOTICE.

- A. Except as specified otherwise by another provision of this Solicitation or this Contract, any notice to the Offeror/Contractor required or permitted hereunder shall be in writing and shall be deemed to have been given upon being properly stamped, addressed and posted via first class mail, or upon being sent via email to the Offeror/Contractor at the address designated in the bid or contract documents, or in the Offeror's/Contractor's vendor registration in CitiBuy.
- B. At the sole discretion of the City, notice may be transmitted by hand delivery with receipt obtained therefore, or by telephone or facsimile followed by written confirmation by first class mail or email.
- **GC48. GENDER.** Words of gender used in this Solicitation and this Contract may be construed to include any gender, and words in the singular may include plural, and words in the plural, singular.
- GC49. COMPLIANCE WITH LAW. The Contractor shall be in complete compliance with all Federal, State, City and local municipal regulations, standards, laws, ordinances, statutes and rules, including those now in effect and hereafter adopted, in any matter relating to the goods or services provided under this Contract and/or affecting performance and pricing under this Contract.
- GC50. GOVERNING LAW AND VENUE. This Contract and all documents related thereto shall be governed by and construed under the laws of the State of Maryland. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be brought in a court of competent jurisdiction in Baltimore City.
- GC51. APPROPRIATION OF FUNDS. This Contract is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code, as amended. If the terms of this Contract exceed a budget as adopted by the Baltimore City Council, then that portion of this Contract which exceeds a properly adopted budget shall be contingent upon further appropriation by the City.

In the event of such non-appropriation of funds at any time during the term of this Contract as would prevent the City from making payment under the terms and conditions of this Contract, the City may terminate this Contract without the assessment of any termination charges or financial penalties against the City by providing written notice of intent to terminate to the Contractor. If the City terminates this Contract due to the non-appropriation of funds, the City will pay the Contractor for work currently in progress, and the Contractor shall not begin any additional work on the effected contract upon receipt of notification of intent to terminate by the City.

GC52. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics. embargoes, war, or any other similar cause, but in no event shall include riots, protests, or acts of public unrest. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the City, at its sole discretion, will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

MOST FAVORED CUSTOMER. If any other customer of the Contractor obtains aggregate pricing and/or rebate terms with respect to any goods and/or services of the Contractor which is more favorable (taking into account all credits, discounts, rebates, adjustments, bonuses, allowances or any other incentives offered) than those terms provided to the City at any time during the term of this Contract, the Contractor will retroactively adjust the pricing and/or rebate terms under the Contract for each such good or service to conform to the more favorable terms and the Contractor shall promptly pay the City any amounts it owes to the City therefrom. The City shall have the right to conduct periodic reviews of the Contractor's books and records with respect to such goods and/or services to confirm the Contractor's compliance with the provisions of this section.

GC54. PUBLICITY/USE OF CITY NAME OR IMAGES.

A. Prior to the release of any advertising, publicity, or other promotional materials initiated by the Contractor related to this Agreement, including but not limited to use of the City's name,

images or logos, the Contractor shall first submit the materials to the City Purchasing Agent, for review and written approval.

B. Notwithstanding the foregoing, the Contractor is prohibited from using the City Seal for any purpose.

GC55. BOARD OF ESTIMATES RESOLUTIONS. Certain resolutions of the Board of Estimates shall apply to City contracts as follows.

A. WORKER-SPONSORED

BENEFITS. For contracts for non-professional services, contractors shall provide a system permitting those workers employed pursuant to the instant contract to enroll in a worker-sponsored benefits plan through voluntary payroll deduction, if authorized in writing by the employee.

B. FAIR LABOR PRACTICES.

- (1) Contractors, subcontractors, and their agents and employees may not engage in unfair labor practices as defined under The National Labor Relations Act and applicable federal regulations and state laws.
- (2) Contractors, subcontractors, and their agents may not threaten, harass, intimidate, or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievances.
- (3) If the Board of Estimates determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts

GC56. CITY COUNCIL RESOLUTIONS. Certain resolutions of the Baltimore City Council shall apply to City contracts as follows.

A. WORKER-SPONSORED BENEFITS PLAN. The Contractor shall provide a system permitting those workers employed pursuant to this Contract to enroll in a worker-sponsored benefits plan through voluntary payroll deduction, if authorized in writing by the employee.

B. UNLAWFUL EMPLOYMENT PRACTICES.

(1) Except where a particular occupation or position reasonably requires, as an essential qualification thereof, the employment of a person or persons of a particular race, color, religion, national origin, ancestry or sex and such qualification is

not adopted as a means of circumventing the purpose of this subtitle, it shall be an unlawful practice

- (a) For any employer to discriminate against an individual with respect to hire, tenure, promotion, terms, conditions or privileges of employment or any matter directly or indirectly related to employment;
- (b) For any employer, employment agency or labor organization to practice discrimination by denying or limiting through a quota system or otherwise, employment or membership opportunities to any group or individual;
- (c) For an employer, employment agency or labor organization prior to employment or admission to membership to
- i. Make any inquiry concerning, or record, the race, color, religion, national origin or ancestry of any applicant for employment or membership except when authorized by the Commission;
- ii. Use any form of application for employment of personnel or membership blank containing questions or entries regarding race, color, religion, national origin or ancestry except when authorized or ordered by the Com-mission;
- iii. Cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, national origin, ancestry or sex.
- (d) For any employment agency to practice discrimination by failing or refusing to classify an individual or to refer him/her for employment;
- (e) For any labor organization to discriminate against any individual by limiting, segregating or classifying its membership in any way which would deprive or tend to deprive such individual of employment opportunities or would limit his/her employment opportunities or otherwise adversely affect his/her status as an employee or as an applicant for employment or would affect adversely his/her wages, hours or employment conditions;
- (f) For any employer, employment agency or labor organization to penalize or discriminate in any manner against any individual because s/he has opposed any practice forbidden by this subtitle or because s/he has made a complaint, testified, or assisted in any manner in any investigation, proceeding or hearing hereunder;

- (g) For any labor organization or employers' association established for the purpose of training apprentice candidates, acting individually or jointly, to discriminate against any person with respect to admission or membership, or with respect to terms, conditions or employment or training, placement or any other benefit; and/or.
- (h) For any employer, employment agency, or labor organization to discriminate against any individual because s/he has sought psychiatric help.

C. ASSURANCE OF NON-SEGRE-GATED FACILITIES.

- (1) The Contractor assures the City of Baltimore and the U. S. Department of Labor that s/he does not and will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that s/he does not and will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Contractor understands that the phrase "segregated facilities" includes facilities, which are, in fact, segregated on the basis of race, color, sex, or national origin because of habit, local custom, or for any other reason.
- (2) The Contractor also understands and agrees that maintaining or providing segregated facilities for his/her employees or permitting his/her employees to perform their services at any locations, under his/her control, where segregated facilities exist is a violation of the requirements appearing in Executive Order 11246 as amended by Executive Order 11375.
- (3) The Contractor further understands and agrees that a breach of this Contract subjects him/her to the provisions of the rules and regulations issued by the Office of Federal Contract Compliance dated May 21, 1968, and the provisions of the Equal Opportunity Clause incorporated in the contract between Contractor and the City of Baltimore. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC, Item 1001.
- **GC57. PREVIOUS COMPLIANCE.** If an Offeror failed to comply with all of the terms and conditions of a prior City contract, including but not limited to bid prices or failure to satisfy MBE/WBE participation goals, then the Board of Estimates may, in its discretion, reject his/her/its bid for this Contract.
- **GC58. CONTRACT DISCLOSURE REQUIREMENT.** Upon the City's request, and only after filing a complaint against the Contractor pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as

amended from time to time, the Contractor agrees to provide the City within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor

agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non – Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Contractor understands and agrees that violation of this clause is a material breach of this Contract and may result in Contract termination, debarment, and other sanctions.