

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 161528  
PROPOSAL DUE DATE: Tuesday, October 11, 2016 at 4:00 P.M.,  
Local AZ Time  
PROPOSAL SUBMITTAL LOCATION: Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701  
MATERIAL OR SERVICE: BICYCLE SHARING SYSTEM  
PRE-PROPOSAL CONFERENCE DATE: Wednesday, September 21, 2016  
TIME: 1:00 P.M., Local AZ Time  
LOCATION: City Hall, 1<sup>st</sup> Floor East Conference Room,  
255 W. Alameda, Tucson, AZ 85701  
CONTRACT OFFICER: Dan Longanecker, CPPB  
TELEPHONE NUMBER: (520) 837-4125  
[Dan.Longanecker@tucsonaz.gov](mailto:Dan.Longanecker@tucsonaz.gov)

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com/), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

**\*\*\*\*This project is federally funded.  
A DBE participation goal for this project is 2.26%\*\*\*\***

DL/car

PUBLISH DATE: Friday, September 09, 2016

## INTRODUCTION

The City of Tucson is requesting proposals from qualified proposers with proven bicycle sharing technology and operation experience, to partner with the City to provide a Bicycle Sharing System for Tucson. The City of Tucson has secured \$1.3M in federal TAP/STP funding to implement an initial system of approximately 30 stations and 300 bicycles. These numbers are guidelines for the proposed system. It is the expectation of the City that the Respondent will use its professional knowledge and experience to recommend the optimal system size and density, given the funding available. The system is expected to grow over time.

The City of Tucson is a gold-rated bicycle friendly community designated by the League of American Bicyclists. Tucson has the 7<sup>th</sup> highest bicycling commute rate for cities of over 200,000 in population and has a strong foundation of bicycle facilities including bike lanes, shared use paths and bicycle boulevards. Tucson's flat terrain in the urban core, pleasant riding weather for most of the year, and recent urban revitalization success create an environment that is conducive for bike share.

A bike share system in Tucson can help increase the percentage of trips made by bike in the region, will offer greater mobility options in the urban core for residents and tourists alike and can help stimulate the economy. A bike share system represents a unique opportunity to complement the investment the region has made in its public transit system, particularly Sun Link and Sun Tran. For information on the Sun Link program, go to <http://www.sunlinkstreetcar.com/>. For information on the Sun Tran program, go to <http://www.suntran.com/>.

## BACKGROUND

This project is being sponsored by the Tucson Department of Transportation, in consultation with a Technical Advisory Committee for this project that includes representatives from the University of Arizona, City Manager's Office, Mayor's Office, Downtown Tucson Partnership, Visit Tucson, Rio Nuevo, Bicycle Advisory Committee, and others.

The initial phase of the program will include stations in the City of Tucson, on the University of Arizona campus, and in the City of South Tucson.

The City of Tucson has completed two years of planning in preparation for the implementation of a bike sharing system and provides the following documents:

- Feasibility Study (Appendix A)
- Business Model and Financial Analysis (Appendix B)
- Detailed Project Assessment, including proposed site plans for 54 potential installations (Appendix C)

There is a project website at: <https://www.tucsonaz.gov/bicycle/tucson-bike-share>

## SCOPE OF WORK

As stated above, the City of Tucson is requesting proposals from qualified firms or joint ventures with proven bicycle sharing technology and operation experience, to partner with the City to provide services for implementing, operating and maintaining a highly successful and financially self-sustaining automated on-demand Bicycle Sharing System. This system is intended to be financially self-sustaining through a combination of user revenues and sponsorships. The Bicycle Sharing System shall incorporate information technology to operate a fleet of approximately 300 shared bicycles that may be taken from one bike sharing station and returned to another in a network of up to 30 stations. These numbers are guidelines for the proposed system, but the Respondent will use its professional knowledge and experience to recommend the optimal system size and density, given the funding available. Implementation of the system is expected to take place in 2017. It is anticipated that the system will expand in the future; however, this RFP is only for the initial phase.

The successful Contractor (referred to in this Scope of Work as the System Operator) shall be responsible for installation, operation and maintenance of the system to include, but not limited to, supply all equipment, install, operate and maintain the bike sharing system.. Unless explicitly agreed by the City of Tucson and its partners and representatives, all physical infrastructure, intellectual property and data generated by the Bicycle Sharing System shall be the sole property of the City of Tucson.

It is expected that the System Operator will be compensated for system costs and the contract between the City and the System Operator will establish operating standards and key performance indicators that could be used for performance bonuses or penalties for unmet performance standards.

The Tucson Bike Sharing System will be funded with Federal Highway Administration (FHWA) funds and are subject to the FHWA terms and conditions included in Appendix F to this solicitation. These terms and conditions cannot be modified or negotiated. By submitting an offer, the Offeror must agree to abide by the FHWA terms and conditions included.

**This project is federally funded; therefore a DBE Goal of 2.26% has been established.**

The following definitions will be used throughout this document:

Term	Definition
Bicycle Sharing System	The listed components in Table 1 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 sharing system.
Clean	All surfaces and components are intact, unbroken, and free of graffiti, scratches, stickers, trash, and other waste.
Dock	Docks are the portion of the station designed to hold a single bicycle securely when not in use. Docks are modular and can be added or removed from the station in response to need.
Field checks	Site visits and inspections conducted by the City of Tucson 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 Sharing 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 Sharing 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 Sharing System including information on the nearest Stations with open docking points.
Resolution	The successful completion of a task and/or solving of an issue or problem.
Station	The combined kiosk, docks or racks, solar panel or other power source, signs and system map. Bike share users can check out and return a bike at a station.
System Operator	The firm/joint venture that will design, implement, maintain and operate the Bicycle Sharing System.
Wayfinding Panel	A sign, map or other graphic method used to convey location and directions to travelers.
Website	The Bicycle Sharing System Website where users can log in to their accounts, register for membership and interact with customer service.

### A. Project Goals and Objectives

The Feasibility Study established the following goals, objectives and performance measures. In responding to this RFP, we ask Offerors to keep these key goals and measures in mind.

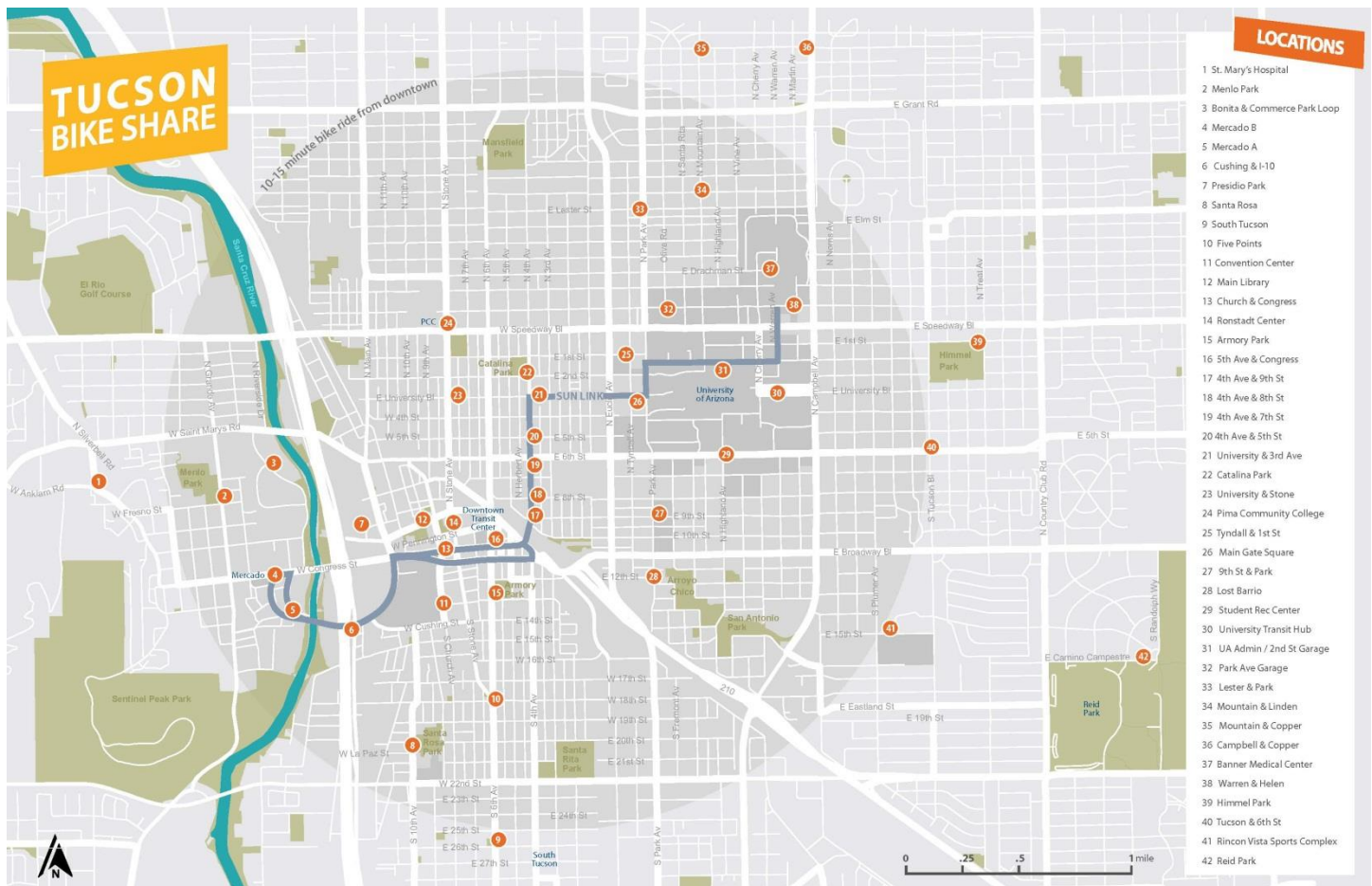
Policy Goal	Objectives	Performance Measures
<b>Mobility:</b> <b>Offer additional transportation options for residents, students, employees, and visitors to Tucson</b>	<ul style="list-style-type: none"> <li>• Increase the reach of other transportation modes using bicycle trips as the first mile / last mile solution and to increase overall use of public transportation.</li> <li>• Connect key origins and destinations in and around downtown Tucson with one another, including between downtown and the University of Arizona.</li> <li>• Increase the accessibility of neighborhoods that are not currently served with efficient transit options, as well as connections between neighborhoods that currently do not have efficient transit connections.</li> </ul>	<ul style="list-style-type: none"> <li>• Percentage of bike share stations within 1/4 mile of a public transit stop or station.</li> <li>• Number of trips origins and destinations at stations with direct proximity to transit stations and bus stops, as well as trips between stations that are &gt;1/4 mile from the closest transit stop.</li> <li>• Percentage of rides coupled with public transit as reported through survey.</li> <li>• Success of co-promotions with transit or integrated transit solutions, such as a single payment card.</li> <li>• Number of new trips that would not have been made without bike share, as reported through survey.</li> <li>• Number of students who are bike share members.</li> </ul>
<b>Economic:</b> <b>Increase the attractiveness of Tucson as a place to live, work, visit and do business</b>	<ul style="list-style-type: none"> <li>• Provide an alternative means of transportation for visitors to Tucson, including conference attendees, families of students, partial year residents and tourists to the area.</li> <li>• Provide a program that is customer-service focused and well-maintained to standards that will attract and maintain program sponsors, and be a visual and economic asset to the local setting.</li> <li>• Create co-promotions with employers to offer discounted bike share membership as a part of a group membership.</li> <li>• Create a program that will both attract visitors and retain residents in and around Downtown Tucson and its surrounding neighborhoods.</li> <li>• Create a program that will attract national attention to Tucson as a city that is technology-oriented, fun, attractive, safe and comfortable to both live in and visit.</li> </ul>	<ul style="list-style-type: none"> <li>• Population and employment within a quarter mile of a bike share station.</li> <li>• Number of employer / corporate partnership memberships.</li> <li>• Number of active corporate memberships.</li> <li>• Proportion of surveyed bike share users who are visiting the city for leisure or business.</li> <li>• Number of casual users.</li> <li>• Usage reports of stations located near high tourist destinations, including casual and member usage.</li> <li>• Number of media reports about Tucson bike share, including social media hits.</li> </ul>

Policy Goal	Objectives	Performance Measures
<b>Bicycling:</b> <b>Increase the amount of bicycling in Tucson</b>	<ul style="list-style-type: none"> <li>• Provide alternatives to single occupancy vehicle trips including bicycling to foster an active lifestyle and environmental sustainability.</li> <li>• Increase the presence of and visibility of bicyclists to improve overall bike safety.</li> <li>• Increase the mode share for bicycle-related trips in Tucson, whether for transportation or recreation.</li> </ul>	<ul style="list-style-type: none"> <li>• Number of annual memberships.</li> <li>• Number of casual memberships.</li> <li>• Number of rides per annual member.</li> <li>• Annual member rides from each station.</li> <li>• Casual member rides from each station.</li> <li>• Bicycle and transit mode share measured through survey.</li> <li>• Total miles of trips taken on the system.</li> <li>• Percentage of bike share trips that avoided single occupancy vehicle trips, as reported through survey.</li> <li>• Number of reported bike share crashes per 1,000 bike share trips.</li> <li>• Total calories burned per year.</li> <li>• Greenhouse gas emissions avoided.</li> </ul>
Financial Goal	Objectives	Performance Measures
<b>Financial:</b> <b>Create a public-private program that is financially viable and can meet the Policy Goals.</b>	<ul style="list-style-type: none"> <li>• Seek a public-private partnership to maximize private sector funding for a bike share system that will meet the stated Policy Goals.</li> <li>• Utilize a combination of user revenues, sponsorship, other revenues, and, if necessary, some local public assistance to fund ongoing operations.</li> <li>• Create and maintain a contract structure whereby the program owner and operator (if applicable) are both incentivized for a financially sustainable program.</li> <li>• Plan for and ensure sustainable capital and operational funding for program growth and ongoing equipment replacement.</li> <li>• Seek grant funding or other large, one-time funding sources for capital investment.</li> <li>• Clearly communicate program performance and effectiveness to stakeholders and the public.</li> </ul>	<ul style="list-style-type: none"> <li>• Sponsorship funding acquired.</li> <li>• Grant and other type of funding acquired.</li> <li>• Total system revenue reported (broken down by annual membership, casual membership, and usage fees for each).</li> <li>• System revenue per bike and for each station per year.</li> <li>• Membership and ridership performance measures included in operator contract.</li> <li>• Farebox recovery.</li> <li>• Annual reporting of the state of bike share that details to members and public the progress of the system.</li> </ul>



## B. Service Area

The Feasibility Study proposes an initial system service area with 30 stations and 300 bicycles. There are 42 distinct station locations, several having multiple options, for a total of 54 potential station locations that were identified and cleared for public funding and that can be used for the initial phase. See map below and site plans for each location included in Appendix C (Detailed Project Assessment).



## C. Phasing of Contract

Work shall not begin on any one phase until there is a notice to proceed for each phase of the contract. The anticipated phasing of the work associated with the contract are as following:

- 1) Purchase of Equipment for Bike Share Stations
- 2) Purchase of remaining items and services needed for system launch, installation
- 3) System Operations

## D. Project Details

### 1) General Description

The Bicycle Sharing System should be designed to allow spontaneous use by either online registration or walk-up payment at various docking stations. Walk-up renters will include visitors, residents, and commuters. These designated docking 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 and shall be able to operate in all temperatures and conditions for the Tucson region.

Note: The City of Tucson has experienced challenges with the streetcar payment kiosks due to the extreme summer temperatures and intense sun. Shade covers, internal fans or other cooling strategies may be needed.

2) Docking Stations

Bicycle docking stations should be simple, reliable, and designed to be flexible enough to fit in areas that do not impede pedestrian or vehicular traffic. The stations shall be solar-powered and require no electric service or underground utility connections. A bike share system map and/or way finding panels should be featured at all stations and should also have the ability to host sponsorship or advertising.

3) Design

Attractiveness of the design will be a key aspect of universal acceptance of the Bike Sharing System in Tucson. Quality of workmanship, appearance of stations, colors and resistance to environmental degradation and vandalism will be considered. The System Operator will work with the City of Tucson 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 Tucson will be seeking sponsors for the Bicycle Sharing System, and will be looking for the ability to maximize those revenues by enabling branding of the bikes, stations, and other system assets.

4) Locations

Station locations have already been identified for the public funding available. However, more station locations have been identified than the funding can likely support. Therefore, the System Operator will recommend the final station locations for the initial installation with input from key stakeholders and the public, in coordination with the City of Tucson. The City will provide the final approval. All of the proposed station locations are in the public right of way, on the University of Arizona Campus, and one in South Tucson. Additional installations may be on private property, if the funding and approval is provided by a private entity (not to be paid for with federal funding). All station installations shall be done in coordination with the City of Tucson and the University of Arizona and the City of South Tucson, as appropriate. Note: Some station locations may be restricted by sponsor agreements, grants awards, and/or other requirements.

5) Placement

Tucson's limited sidewalk and roadway space will make flexibility in configuration and ease of installation and relocation or removal imperative for a successful bike sharing system. Stations should be able to be installed quickly and with no damage to surrounding structures. The Respondent will be responsible for the final selection of placement locations from the approved list and installing the stations.

The System Operator, at the request of the City 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. Stations shall be the property of the City of Tucson. Stations may be relocated to maximize ridership; poor ridership stations can be moved to increase ridership.

6) Bicycles

Bicycles should be designed to accommodate, to the best extent feasible, people of all shapes and sizes. Key features may 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, and reflectors. If not standard, the respondent should outline the cost implications of providing a GPS or equivalent bicycle tracking system.

Bicycles should come with a warranty for at least 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 look good in the urban environment and must be capable of being branded appropriately for sponsorship. Respondents must be willing to work with the City of Tucson or its representatives to establish a design that is appropriate and attractive. Bicycles shall be the property of the City of Tucson.

7) Launch Schedule

Implementation of the system is expected to take place in 2017. Before the "go live" date for the system, the System Operator 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 should be comprised of two (2) stations each with a minimum of 10 System bicycles, equipment and operations. The Street Test should be in operation for at least one (1) month.

The System Operator should also implement a preview month for annual/monthly members, where the first month of operations is open to members only. This preview month will promote monthly/annual membership signups and will facilitate further quality assurance tests and refinements before opening the system to the public.

#### 8) User Experience

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. Subscribers will use a web page or mobile app to register, submit payment, 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 access to the system. Ease of access by all different types of users will be a key factor in a successful system. The respondents are encouraged to submit plans for types of membership or user participation that differ from existing models. Seamless interoperability of fare media between Sun Link and Sun Tran is highly desired in the response to this request. It is expected that payment for the Bike Share System will be integrated with the GoTucson mobile app platform.

#### 9) User Fees

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 Tucson expects the bike sharing system to require no operating subsidy from City funds. Innovation in fare structures is encouraged and it is expected that successful respondents will submit at least one proposed fare structure that will meet the following goals:

- Provide a simple, easily understood fare structure for all users
- Reflect the true value to users of the system
- Generate sufficient revenue to sustain system health long term
- Promote the use of bicycles for short trips
- Provide the flexibility to subsidize ridership for low-income users to access the system

Additional fare structures may be proposed and should highlight the relative advantages and disadvantages of each structure.

#### 10) Financial Transactions

The System Operator shall be required to process and handle all payments, fees, penalties or other monetary transactions by users of the system, potentially in cooperation with the transit system. The System Operator is expected to adhere to industry standards for data security and to safeguard financial and personal data of all participants. All revenues from the sale of memberships, access fees, day passes, penalties and late fees are to be paid directly to the Operator.

#### 11) System Maintenance

The System Operator shall be solely responsible for the maintenance of the Bicycle Sharing System. Such maintenance shall include, but is not limited to, inspecting, repairing and cleaning the docking station structures 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.

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 month.

All 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 at all times in case there is an issue with a bike. The System Operator shall log complaints and respond in a timely manner. The System Operator shall provide a shared database in which the City can communicate complaints between the public and from the City, and in which the System Operator can report the resolution of such complaints. Locally based call center staff is preferred.



Respondents are encouraged to propose ideas for reducing operating and maintenance costs. This can include but is not limited to, coordination and partnership with the transit agencies to share call center staff and/or station maintenance duties.

**12) System Balancing**

System Operator will monitor the location of the bicycles and the status of each dock and will redistribute bicycles so that there are bikes and spaces available at each dock at all times.

**13) Data Management**

The System Operator shall provide the City at a minimum with monthly data regarding the performance of the Bicycle Sharing 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 monthly reports on a series of agreed-upon metrics and will outline plans for system improvement at these times. 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 availability of data to the public is important to the City to ensure that Tucsonans see a return on investment for the use of public property and funds.

**14) Marketing and Promotions**

The System Operator shall design and implement strategies to encourage increased ridership based on user trends, market insight and knowledge gained from system operation. The System Operator is expected to assist the City of Tucson in implementing ongoing promotional activities by providing outreach at community events and other opportunities to increase exposure.

**15) Social Equity**

Tucson's Bicycle Sharing System will strive to improve accessibility for all Tucsonans. According to census data, Tucson is the 5<sup>th</sup> poorest city in the nation. Respondent should suggest means to provide access to the system for all Tucson residents. Particular care should be made to provide convenient system access to groups traditionally underserved by bike sharing systems.

**16) Ownership**

The Bicycle Sharing System, including the Stations, will remain the property of the City of Tucson or a designated authority.

**17) Warranty**

Offeror shall provide an estimate of the useful life of the Station, Station Components and Bikes, and describe the specifics of the proposed warranty terms.

**E. Hours and Location of Work**

The Bicycle Sharing System will operate 24 hours per day 365 per year, though it may close for weather events or other emergencies.

**F. Reporting Requirements**

The System Operator shall report to the City of Tucson on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the System Operator shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.

### **G. Specific Performance Standards**

The contract between the City and the System Operator, which will be phased as described in Section C, will establish operating standards and key performance indicators that could be used for calculating performance bonuses or penalties for unmet performance standards. These could include but not be limited to:

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

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

**2. PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

**3. INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**4. AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

**5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;



- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications and Experience
- C. Price Proposal

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

1. 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 Sharing System.
2. **System Requirements**

The City's review will include the evaluation of durability, reliability, ease of use, and satisfactorily meeting the needs and requirements of the City. Please include complete descriptions, specifications and details for all equipment and software.

- a. Offeror shall prepare a detailed point-by-point response to the Scope of Work (Sections A-D), which indicates the service proposed to be performed by the Offeror. This section should confirm the Offeror's understanding of the RFP. Offeror should clearly outline the recommended approach of the organization in meeting the responsibilities and requirements of each of the services and activities that the City has outlined in the Scope of Work herein.
- b. The City has provided the Tucson Bike Share Feasibility Study Report in Appendix A. Appendix D describes the required and desired bike share system elements. Offerors must complete the Appendix D and note any exceptions or deviations from the features listed.
- c. Offeror shall provide an estimate of the useful life of the Station, Station Components and Bikes, and describe the specifics of the proposed warranty terms.

#### 2. Project Implementation

Offeror shall attach a narrative that describes a recommended installation plan that the Offeror believes to be the most appropriate for the City, given the scope of the proposal and other factors that the Offeror deems relevant. Narrative should include:

- a. Overall approach to installation and implementation for equipment and software systems. This should include the proposed size of system based on funding availability including the number of stations, bikes, docks, and payment terminals.
- b. The level of assistance the Offeror will provide the City during installation and "go live" support.
- c. An explanation of what will be required from the City.
- d. Proposed schedule for implementation

### **3. Project Acceptance**

Offeror shall attach a narrative that describes the final acceptance testing plan.

### **4 Description of Operations**

- a. Provide general narrative of operating and maintenance approach
- b. Provide business and financial plan including:
  1. Operating and maintenance 5 year budget (this should be focused on the initial fleet size)
  2. Plan for covering operating and maintenance costs
  3. Proposed Fare Structure
  4. Describe all marketable elements of system for sponsorship
  5. Briefly describe ideas and thoughts about system expansion
- c. Staff and organization chart of employees
- d. Provide a marketing plan for how the system will be promoted and marketed to different audiences including outreach to low income populations
- e. Facilities and equipment needs
- f. Role of City of Tucson in facilitating operations

### **5 Ongoing Operations and Maintenance**

Offeror shall attach a narrative that describes Offeror's capacity and availability to meet the City's ongoing need for a successful, 24/7 bike share system. The narrative should include the following:

- Any maintenance agreements provided by Offeror, including all services provided.
- Ability to resolve technical problems and provide support for both hardware and software systems.
- Plan for bicycle re-distribution
- Whether 24-hour, 7-day coverage is available for the user.
- Network support capabilities and the personnel who troubleshoot problems.

### **6 Maintenance During Warranty Period**

Offeror shall attach a narrative that describes a proposed maintenance plan for equipment and software during the warranty period, which is effective upon final system acceptance and continues throughout the entire agreement, including terms and conditions, coverage hours, and any associated costs for such maintenance during warranty.

### **7. Additional Information**

Offeror should also provide any other information regarding their proposed solution that may be helpful to the City in its evaluation of Offeror's proposal.

## **B. Qualifications & Experience**

1. Provide a statement of qualifications and capability of the Offerors and its business partners to perform the services including a description of relevant experience with projects that are similar in nature, size and scope.

### **2. Company Data**

- a. Please provide name, corporate address, and number of years in business under current company organization.
- b. Submit documentation illustrating the company organization.
- c. State type and number of employees committed to the product and support being proposed.
- d. Indicate whether your company within the past three (3) years has defaulted on a contract, or had a contract cancelled for performance issues, including, but not limited to, failure or refusal to furnish any product(s) or service, (including failures of wireless service), and/or failure to furnish any product(s) or service at the price and/or the time specified, for products, and services similar to that contemplated by this RFP.
- e. Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one or more of the following:
  - 1 General statement of the Respondent's financial condition;
  - 2 Respondent's most recent audited or unaudited financial statements;
  - 3 Disclosure of any bankruptcy filings over the past five years;
  - 4 Most recent IRS Form 990 (for non-profit organizations only).

### **3. Key Personnel**

- a. Identify the key personnel who will be assigned to the City's project. State what their role will be in this project and provide resumes for each individual.
- b. How will your firm ensure to staff the project with adequate experienced personnel, capable of the successful accomplishment of work to be performed under this Contract?
- c. State the intention to use subcontractors to perform any portion of the work. For each such subcontractor, provide the name and address of the subcontractor, a description of the work, their qualifications, a description of their experience and resumes of key personnel that will work on this project.

### **4. Reference Information**

- a. How many governmental entities are currently using the product being proposed?
- b. Please provide a list of all government (or comparable) installations, within the last three years, in metro areas over 250,000 in population.
- c. Provide at least three references, preferably for projects that are similar in type, scope, size and/or value. If applicable, Respondent should provide references for projects with other municipalities that are similar in size to the City of Tucson. For each reference, include the contact person's name, agency/company, address, telephone number and when the system was installed.

**C. Price Proposal**

1. Provide a price proposal as requested on the Appendix E.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.
3. Will payment be accepted via commercial credit card? \_\_\_\_\_Yes \_\_\_\_\_No
  - a. If yes, can commercial payment(s) be made online? \_\_\_\_\_Yes \_\_\_\_\_No
  - b. Will a third party be processing the commercial credit card payment(s)? \_\_\_\_\_Yes \_\_\_\_\_No
  - c. If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).
  - d. If "no" to above, will consideration be given to accept the card? \_\_\_\_\_Yes \_\_\_\_\_No
4. Does your firm have a City of Tucson Business License? \_\_\_\_\_Yes \_\_\_\_\_No  
If yes, please provide a copy of your City of Tucson Business license.

**III. GENERAL**

**A. Shortlist:**

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

**B. Interviews:**

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.



## SPECIAL TERMS AND CONDITIONS

1. **KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The City encourages the Contractor to hire or subcontract if necessary in order to provide the best personnel. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

2. **INSURANCE:** The Contractor agrees to:

- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability, Excess (umbrella) Liability, Commercial Automobile Liability and Installation Floater Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate (including) Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Automobile Liability</b>	
(Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.)	
Combined Single Limit	\$1,000,000
<b>III. Excess (Umbrella)</b>	
(Policy shall be at least as broad as the primary coverages set forth above, including Employer's Liability, Commercial General Liability and Commercial Automobile Liability insurance.)	\$5,000,000
<b>IV. Fidelity Bond (Employee Dishonesty/Crime Coverage)</b>	
(Coverage is to afford protection covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks.)	\$1,000,000
<b>V. Workers' Compensation (applicable to the State of Arizona)*<sup>1</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
<b>VI. Professional Liability (Errors &amp; Omissions)</b>	
(In the event insurance is written on a claims-made basis, any retroactive date under the policy shall precede the effective date, and that either continuous	

coverage will be maintained or an extended discovery period of two (2) years after contract completion.)	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
<b>VII. Cyber/Network Security/Privacy Liability</b>	
(In the event insurance is written on a claims-made basis, any retroactive date under the policy shall precede the effective date, and that either continuous coverage will be maintained or an extended discovery period of two (2) years after contract completion.)	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
<b>VII. Installation Floater</b>	
Policy shall be written on a replacement cost basis covering installed equipment, material equipment, labor and profit during installation. Coverage shall also include the following terms/conditions: 1. Waiver of Subrogation 2. Special Cause of Loss 3. Theft 4. Faulty workmanship 5. Vandalism 6. Flood Labor costs to repair damaged work (Termination clause when City accepts the work)	\$1,000,000

\*<sup>1</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation. (If the Contract Officer knows that the vending community for this good/service will likely be Sole Proprietors/Independent contractors – i.e., Translation Services – the form should be included in the solicitation as an attachment. )

**D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement

**F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance

**3. DIRECT EXPENSES:** Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

#### **4. FHWA/ADOT TERMS CONDITIONS AND DBE PROGRAM REQUIREMENTS:**

The Arizona Department of Transportation (ADOT) has set a DBE participation goal of **2.26%** for this project. A plan for compliance to be submitted during negotiations with the top ranked firm. Approved plan to comply with the goal will be a condition of contract award.

A signed offer in response to this RFP represents the offerors's intent to comply with the DBE program.

Also see attached: APPENDIX F – FHWA/ADOT Terms and Conditions

#### **5. TERM AND RENEWAL:**

The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming

materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 15. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 16. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 17. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 18. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 19. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.



Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

- 20. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

- 21. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 22. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 23. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 24. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 25. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 26. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 28. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 29. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 30. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 31. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 32. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 33. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 34. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 35. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 36. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 37. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 38. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 39. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**40. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**41. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161528.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM  
As Director of Procurement and not personally

## **APPENDICES**

Appendix A: Feasibility Study

Appendix B: Business Model and Financial Analysis

Appendix C: Detailed Project Assessment

Appendix D: Bike Share System Elements

Appendix E: Price Proposal Form

Appendix F: Federal Highway Administration (FHWA) Terms and Conditions

DBE Goal/EPRISE Contract Provisions  
FHWA Form 1273, Cargo Preference, Federal Immigration, Buy America,  
FHWA Terms and Lobbying Certification Form  
City of Tucson Title VI Assurances