

CITY OF ALEXANDRIA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) NO. 00000576

**COOPERATIVE PROCUREMENT: CAPITAL
BIKESHARE OPERATING AND
MAINTENANCE SERVICES**

Issue Date: December 18, 2015



Non-Mandatory pre-proposal conference date, time and location:
January 7, 2016, 10:00 AM prevailing local time
100 N. Pitt Street
Suite 301, Purchasing Conference Room
Alexandria, VA 22314

RFP Closing Date and Time:
February 4, 2016 4:00 p.m., prevailing local time

Issued by: Shawn K. Brooks, Contract Specialist III

In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith based organizations in the performance of its purchasing activity.

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PROPOSAL SUBMISSION

Proposal Due Date: February 4, 2016, 4:00 p.m., prevailing local time

Submit Proposal To: City of Alexandria
Purchasing Division
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314
<http://eprocure.alexandriava.gov/bsa>

Submit: **For hard copy Proposals:**
Deliver, One (1) **PRINTED, SIGNED ORIGINAL** of the Proposal (including all completed and signed required submittals and addenda); One (1) **EXACT PAPER COPY** of the **SIGNED ORIGINAL PROPOSAL** (including all completed and signed required submittals and addenda); *and* One (1) Compact Discs (CDs) or Digital Versatile Discs (DVDs) each containing an EXACT COPY of the SIGNED ORIGINAL Proposal (including all completed and signed required submittals and signed addenda) in PDF format to the address listed above. The envelope containing the Proposal shall be marked on the front with the legend “RFP Enclosed – RFP No. 0000000000576, Cooperative Procurement – Capital Bikeshare Operating and Maintenance Services”

OR

For electronic Proposals:
Submit the Proposal through the City’s eProcure system at:
<http://eprocure.alexandriava.gov/bsa/>

All submissions must be received by the RFP deadline stated above. The city will not accept any Proposal received after the deadline and shall return any late Proposal to the Proposer.

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***Important Notice:** Effective immediately upon release of this Request for Proposals (RFP) and until notice of contract issuance, all official communications from Proposers regarding the requirements of the RFP shall be directed in writing to:*

Shawn K. Brooks, Contract Specialist III
Finance Department/Purchasing Division
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314
procurement@alexandriava.gov

The City of Alexandria (City) shall distribute in writing all official changes, modifications, responses to questions, or notices relating to the requirements of this RFP via addenda. Unauthorized contact with any employee of any agency or department of the City, other than the employee listed above, may result in disqualification from the solicitation process. Any other information of any kind from any other source, or any oral communication, shall be considered unofficial and non-binding on the City. Proposers relying on unofficial information shall do so at their own risk.

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Anticipated Timeline

Listed below are the tentative timeframes for events related to the RFP and the City's due diligence process. The activities with specific dates must be completed as indicated unless otherwise changed by the City. The City reserves the right to modify any timeframe or deadline in the RFP. In the event that the City finds it necessary to change any deadline listed below or in the RFP, it will do so by issuing an addendum on eProcure.

Event	Timeframe
RFP Issuance	December 18, 2015
Non-Mandatory Pre-proposal Conference	January 7, 2016, 10:00 a.m., prevailing local time
Deadline for Receipt of Vendor Clarification Questions	January 14, 2016, 4:00 p.m., prevailing local time
City Issues Responses to Vendor Clarification Questions via Addendum	January 21, 2016
Proposal Due Date	February 4, 2016, 4:00 p.m., prevailing local time
Contract Negotiation and Award	To Be Determined

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PART I -- SCOPE OF WORK

1.1 INTRODUCTION/OVERVIEW

The City of Alexandria, the District of Columbia Department of Transportation (DDOT); Arlington County, Fairfax County, Virginia; and Montgomery County, Maryland (hereinafter referred to as Member Jurisdictions) are seeking responses from qualified firms to operate, maintain and expand the existing Capital Bikeshare system.

1.2 BACKGROUND

Capital Bikeshare is a bike transit service owned by the Member Jurisdictions and operated by a contractor that the Member Jurisdictions select. The Capital Bikeshare system is comprised of the bicycles, stations, proprietary backend software, and related equipment. Capital Bikeshare has station equipment and bicycles from PBSC Urban Solutions with the backend software provided by 8D Technologies. The Capital Bikeshare stations are solar-powered.

DDOT and Arlington County, Virginia launched Capital Bikeshare in 2010 with 114 stations and about 1,100 bikes. In 2012, the City of Alexandria, Virginia joined the regional service and was followed in 2013 by Montgomery County, Maryland. The service presently has over 350 stations and 3,000 bicycles with plans to expand to Fairfax County, Virginia. Capital Bikeshare operates continuously within and between the Member Jurisdictions 24 hours a day, 7 days a week.

Patrons of the service sign up for memberships. Members can check out a bike from a bikeshare station in any of the Member Jurisdictions and dock it at any station in the Member Jurisdictions. Capital Bikeshare is designed to provide point-to-point short bike transit trips, and trips under 30 minutes are included in the membership cost. Escalating Usage Fees apply for bikes trips of 30 minutes or greater.

Each year, Capital Bikeshare serves approximately 28,000 annual and 30-day members and about 200,000 casual customers. Since its inception in 2010, members have completed nearly 10 million trips.

1.3 PURPOSE/OBJECTIVE

The City of Alexandria has issued this RFP, on behalf of Member Jurisdictions, in order to solicit proposals from firms that are qualified to provide high-quality operation and maintenance of the Capital Bikeshare system, including:

1. Maintaining and repairing bikeshare bikes and stations;
2. Rebalancing bikeshare stations;
3. Operating and updating the software that runs the system;
4. Hosting the Capital Bikeshare website;

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5. Installing, operating, and maintaining new bikes and stations;
6. Relocating and reconfiguring existing stations;
7. Storing equipment;
8. Collecting and tracking membership and usage fees;
9. Distributing revenues to the each Member Jurisdiction; and
10. Assisting customers through a call center.

The successful Proposer will be required to comply with all regulations in each Member Jurisdiction, which are included in this document and appendices. The successful Proposer must strictly adhere to the guidelines presented in this document.

The Member Jurisdictions will consider expansion of the number of bicycles and operating stations subject to long-term planning and the availability of funds. Contractor shall provide the identical operating and maintenance services to the expanded system.

A. Experience

The successful Proposer shall be required to have experience in providing bikeshare services and familiarity with public transit operations and bikeshare as a form of public transit.

B. Fleet Size By Member Jurisdiction

The successful Proposer shall enter into a separate contract with each Member Jurisdiction. Data related to the scope of the bikeshare system within each jurisdiction is available on the CapitalBikeshare.com website. Benchmark data as of May 2015 is listed below:

Number of Capital Bikeshare Stations:

Washington DC:	210
Arlington County:	81
City of Alexandria:	16
Montgomery County:	51
TOTAL:	358

Number of Capital Bikeshare Docks:

Washington DC:	3,960
Arlington County:	1,110
City of Alexandria:	254
Montgomery County:	781
TOTAL:	6,105

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Number of Trips in 2014:

Washington DC:	2,663,896
Arlington County:	213,360
City of Alexandria:	30,593
Montgomery County:	39,068
TOTAL:	2,946,917

C. Contract Administration

The Contractor shall provide an individual to serve as the General Manager of the system. The General Manager shall be the point of contact for each Member Jurisdiction's Contract Administrator. The General Manager shall:

1. Coordinate with each Member Jurisdiction;
2. Attend in person the regular regional coordination meetings;
3. Coordinate with 8D Technologies to operate and maintain the software that runs Capital Bikeshare and purchase the license for said software when directed to do so by a Member Jurisdiction;
4. Coordinate with the Associate Contractors as described in section D. immediately below to ensure the successful and smooth operation, maintenance, and expansion of the Capital Bikeshare system.

The General Manager of Capital Bikeshare will be the primary point of contact between the Contract Administrator and Contractor. In addition, Contractor will ensure that a representative of its company will be available to the Contract Administrator or designee at all times, twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days per year by telephone and by email.

The General Manager and Operations Manager must have the authority to make prompt operational decisions concerning Capital Bikeshare. Contractor, at its option, may designate by written notice to the Contract Administrator an additional person(s) who may be contacted by the Member Jurisdiction concerning the program, provided however that:

- i.) the notice must clearly specify the matters about which the additional person(s) is authorized to make operational decisions on behalf of Contractor; and,
- ii.) the designation of the additional person(s) must not replace, supplant, nor relieve the General Manager as the primary point of contact between the Contract Administrator and Contractor.

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Contractor is responsible for responding in writing to inquiries by a Contract Administrator within 24 hours of receipt of written or telephone correspondence.

D. Cooperation and Coordination with Associate Contractors

The Work of this RFP is for operation and maintenance services only. The Member Jurisdiction will issue separate solicitations for equipment, software, and marketing. In the performance of this Contract, Contractor shall agree to cooperate and coordinate with the selected equipment, software, and marketing Associate Contractors by:

1. Responding to invitations from authorized personnel to attend meetings;
2. Providing access to technical information and research, development and planning data, test data and results, schedule and milestone data;
3. Discussing technical matters related to Capital Bikeshare equipment; and
4. Allowing observation of technical activities by technical personnel of Associate Contractors.

1.4 DEFINITIONS

Please see Section 3.1 for definitions of capitalized terms.

1.5 CONTEMPLATED TERM OF ANY CONTRACT AWARDED

This is an on-going request for services to complete the work described in this RFP. If an award(s) is made pursuant to the RFP, each Member Jurisdiction will issue a Contract(s) for an initial term of two (2) years, with up to three (3) one (1) year option periods. Each Member Jurisdictions reserves the right to exercise any option periods at the sole option and discretion of its Purchasing Agent.

1.6 METHOD OF SOURCE SELECTION

The Member Jurisdictions are using the competitive negotiation method of selection for this solicitation, as authorized by the Alexandria City Code. During the review of Proposals submitted in response to the RFP, and as it deems necessary, the Member Jurisdictions may conduct discussions with responsible Proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements.

An award, if made, will be made to the responsive and responsible Proposer whose proposal falls within the competitive range and is determined to be advantageous to the Member Jurisdictions, taking into consideration the evaluation factors set forth in the

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RFP. The Member Jurisdictions reserve the right to make partial awards, multiple awards, an aggregate award, or reject any or all Proposals in response to this RFP.

1.7 SPECIFICATIONS

The Contractor shall provide all goods, services, labor, and insurance necessary to meet or exceed the requirements and specifications contained herein. The Contractor shall operate, maintain, and expand the existing Capital Bikeshare system to include the following tasks:

A. Equipment & Software Provided to the Contractor

Each Member Jurisdiction shall provide the following for the performance of this Contract to the Contractor:

1. Equipment: Bicycles, stations, station components, and any available keys and helmets.
2. Software: Contractor may use existing backend software and associated license(s); or Member Jurisdictions may exercise the option for Contractor to purchase said license(s) and software.

B. Equipment Receipt, Inspection, Assembly, and Storage

The Contractor shall:

1. Receive all shipments of new equipment required to operate and maintain the system and notify Member Jurisdictions of the equipment's receipt. All bikeshare equipment shall be delivered directly to Contractor's regional area warehouse(s) as designated by each Member Jurisdiction.
2. Perform detailed visual inspections to ensure that the equipment purchased is free of any defects upon its receipt and notify the Member Jurisdictions if defects are found.
3. Prepare and at all times maintain a detailed inspection report for all existing and new equipment for each Member Jurisdiction. Member Jurisdictions reserve the right to directly inspect all equipment at any time or to have their designees/agents do so.
4. Deliver a copy of the initial inspection report for each piece of new equipment, together with all warranties, specifications, and other materials provided by the manufacturer, to the Member Jurisdiction, prior to acceptance of each shipment of equipment. Contractor shall retain copies of these

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materials as needed. Each Member Jurisdiction will issue a written acceptance and will accept only equipment that is free from all defects.

5. Assemble and test equipment prior to acceptance.
6. Store equipment at the warehouse(s) at no cost to Member Jurisdictions until it is ready for deployment.
7. Maintain an accurate and up-to-date inventory of all equipment for each Member Jurisdiction, including serial/identification numbers where available. This inventory shall be available to Member Jurisdictions at all times.

After delivery, the Contract Administrator for each jurisdiction may inspect equipment stored by the Contractor at any time.

C. Backend System

Contractor shall operate and maintain remote control of the bikeshare stations and bikes through the existing backend system which includes the Electronic Databases. Member Jurisdictions have remote access to this system, all financial reporting, and read-only access to the system management console and own the information in the Membership Database.

D. Availability of Bikeshare System

The bikeshare system allows for access to bicycles 24 hours a day, 7 days a week via the different customer membership types. Membership types may change over time at the sole discretion of the Member Jurisdictions. Contractor shall not shut down the system without approval of all Member Jurisdictions.

E. Membership Types

The Member Jurisdictions have defined Membership types and associated usage fees. Current membership types include:

1. Registered memberships (Annual, Annual with monthly installments, 30-Day, Day Key)
2. Causal memberships (24-hour, 3-day)
3. Corporate Memberships:
 - a. Member Jurisdictions shall define the terms of eligibility for a Corporate Membership and provide guidance to Contractor as to which entities are eligible for the Corporate Membership program.
4. Discounted and/or free memberships for non-profit organizations that assist lower income individuals, including but not limited to the Bank on DC Program, the Job

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Access and Reverse Commute (JARC) Program, and the Arlington Cash Membership program.

Member Jurisdictions shall define the terms of eligibility for memberships and provide guidance to Contractor as to the eligibility of the above-listed programs.

Member Jurisdictions reserve the sole right to modify, add, or remove Membership types, eligibility for different memberships, usage fees and/or payment mechanisms.

Contractor shall prominently display all current membership and usage types as well as all prices charged to the end-consumers in all locations, electronic and otherwise, wherever memberships can be purchased.

F. Member Agreement

Contractor shall use the existing Member Agreement found at <http://www.capitalbikeshare.com/user-agreement> and may modify it, subject to approval by the Member Jurisdictions. Contractor will display the Member Agreement on the website at all times.

G. Usage and Loss Fees

A member may use a bicycle for less than 30 minutes without additional charge. Starting at the 30-minute point of a trip, usage fees shall accrue to a member's account automatically, as stipulated in the Member Agreement between Contractor and the member.

If a bicycle is not returned to a station within 24 hours of sign-out, Contractor will charge the member whose account is associated with a signed-out bicycle the preauthorized fee.

If the bicycle has not been returned within 72 hours of the initial checkout, Contractor may charge the member the current replacement cost for a bicycle for the Member Jurisdiction in which the bicycle went missing. The Contractor will designate such bicycle as stolen and will notify the Member Jurisdiction's Contract Administrator of the status of charging the member the full cost of the bike. If the member who signed out the bicycle files a police report regarding the loss of the bicycle and submits a copy of that report to Contractor or the Contract Administrator, the Contract Administrator may opt to waive or reduce the fee.

In the event Contractor is unable to recoup the full cost of the missing bicycle from the member's account, Contractor may be directed by the Contract Administrator to hire a licensed collection agency to do so. Contractor shall provide the Member Jurisdictions with the status of the collection agency's ability to recoup the full amount from members who have lost or stolen a bike. Contractor shall ban from access any individual deemed

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by a Member Jurisdiction's Contract Administrator to be an unacceptable member due to their non-payment of a lost or stolen bike fee.

H. Collection of Revenue

The Contractor shall:

1. Collect and track the revenues generated by the Bikeshare service, including, but not limited to:
 - a. Revenues generated by the sale of memberships;
 - b. Usage fees collected for riding the bicycles;
 - c. Sale of materials and helmets;
 - d. Funds collected for lost or stolen bicycles; and,
 - e. Third party sponsorships of equipment and/or monthly operations and maintenance fees, as directed by a Contract Administrator.
2. Segregate revenue generated by each Member Jurisdiction;
3. Wire the revenues to the office specified by each Member Jurisdiction on a monthly basis or credit revenue to the applicable monthly invoice for operating and maintenance charges as instructed by each Member Jurisdiction;
4. Provide a Revenue Report (as described in section 1.7.Y.3.) and Monthly Report (as described in section 1.7.Y.1.) on operations and maintenance by the 15th of each month for each Contract Administrator to review and approve prior to wiring revenues;
5. Wire revenues within five (5) business days after Contract Administrator approval;
6. Collect applicable taxes on the services provided and pay these taxes directly to the taxing authority designated by each Member Jurisdiction; and,
7. Furnish a copy of an annual audit of collected revenue from an external accounting firm on October 1st after the initial year.

I. Disbursement of Membership and Usage Fee Revenues to the Member Jurisdictions, and Payment Mechanisms

Each Member Jurisdictions' contract defines the terms, frequency of payment, and charges for all membership and usage fees.

Membership fees for annual, annual with monthly installment, 30-day, and Day Key shall be assigned to the appropriate Member Jurisdiction by the zip code of the address associated with the credit or debit card used to pay for membership. In cases where the zip code associated with a credit or debit card falls outside of any Member Jurisdiction, fees for that purchase shall be assigned in proportion to the number of installed docks within each jurisdiction's system on the last day of the month in which the revenues are collected.

Member Jurisdictions shall provide direction as to the disbursement of casual (24-hour and 3-day) membership fees.

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Usage fees shall be returned to the Member Jurisdiction based on a trip's station of origin.

Membership and usage fees shall be disbursed to Member Jurisdictions on a monthly basis, within five (5) business days after review and approval of a Revenue Report by the Member Jurisdiction.

Contractor shall accept forms of payment, including but not limited to Visa, MasterCard, American Express, and debit cards.

J. Membership Enrollment and Fulfillment

The membership enrollment system will be accessible to the public via a website and the call center. Memberships shall not be activated until Contractor receives from a customer a wet ink or electronically signed copy of the Member Agreement.

Contractor shall send a programmed key to each registered member by U.S. mail within two (2) days of the sign up date. The bikeshare key shall be accompanied by 4x6" cardboard backing and an 8.5x11" welcome letter to customers who enroll on the website or request a replacement key. The Member Jurisdictions will supply the envelopes, cardboard backing, letter and adhesive circles.

As directed by the Member Jurisdictions, discounted helmets will be offered with all new and renewal memberships and, if purchased, will be mailed to members by Contractor together with the key. Contractor shall purchase helmets selected by the Member Jurisdictions and can sell them at a fee as determined by the Member Jurisdictions. Contractor shall be responsible for postage costs for all mailings and the packaging for the helmets.

Contractor is responsible for maintaining adequate inventory of a minimum of 4,000 keys to prevent lapses in new membership/replacement key fulfillment.

Contractor shall retain all membership sales records and submit copies of such records as part of Monthly Reporting. Contractor is responsible for keeping member information secure.

Contractor shall provide a copy of the Membership Database to the requesting Member Jurisdiction's Contract Administrator within 30 days of request or upon termination of the contract.

Contractor shall promptly fulfill Corporate Memberships in cooperation with each Member Jurisdiction, including providing new corporate member codes within three (3) business days, creating new corporate portal accounts within two (2) weeks of request,

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and respond to corporate client and Associate Contractor inquiries within two (2) business days.

K. Compatibility of Bikeshare Stations

Contractor is responsible for ensuring that all newly purchased station equipment fully functions with all the existing equipment for smooth and continuous operation, as well as for expansion of the system. Contractor shall promptly notify the appropriate Member Jurisdiction in cases where new equipment does not fully function.

L. Maintenance

1. Station Maintenance

Contractor must ensure that all station components are in good, safe, and properly maintained operating condition so that the service is available to members without failure, interruption, or delay. Further, Contractor shall:

- a. Provide any necessary labor, tools, supplies, parts, and other equipment;
- b. Maintain an adequate supply of spare parts and promptly notify the Member Jurisdictions if actual or potential supply chain issues arise;
- c. Follow and comply with the manufacturers' requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all parts and equipment;
- d. Report and identify damaged or malfunctioning stations to the relevant Member Jurisdiction within 3 hours of discovery by the Contractor;
- e. Repair and restore, to full operation and function, all damaged and/or malfunctioning stations within twenty-four (24) hours of discovery by the Contractor;
- f. Notify, within twenty-four (24) the respective Member Jurisdiction by email and phone of the damage or defect and whether the repair is expected to take longer than twenty-four (24) hours;
- g. Promptly make any warranty and/or insurance claims and pursue replacement, if appropriate, of any component that is expected to be beyond repair for more than twenty-four (24) hours;
 - i. Contractor is responsible for replacement costs of equipment from any incident of theft, damage, or vandalism above \$5,000. The Member Jurisdictions are responsible for replacement cost under \$5,000;
- h. Replace the Battery(ies), as needed, at Contractor's cost; and,
- i. Assure that stations and station components are free from excessive rust and/or corrosion as determined by the Contract Administrator.

In the event of failure, interruption, or delay, Liquidated Damages will apply as discussed in the respective Membership Jurisdiction separate contract with the Contractor.

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2. Station Cleaning

The Contractor is responsible for routinely cleaning the stations. Specifically, the entire station footprint, including the bicycles, in addition to 4 feet in the access zone as measured from the back tire of each bicycle and between the station and the curb when a station is placed on-street. Contractor shall:

- a. Promptly remove trash, snow, ice, and other debris that impedes use of each station;
- b. Promptly clean stations at the request of the Contract Administrator;
- c. Provide regular reporting to the Member Jurisdictions on station cleaning;
- d. Remove graffiti and evidence of vandalism within 24 hours of discovery of the damage;
- e. Submit to each Member Jurisdiction a work plan outlining the process and schedule for the clearance of snow, ice, and debris after weather events;
 - i. The schedule must provide for clearance within 48 hours of the conclusion of each weather event;
- f. Submit a report detailing progress on the clearing of snow, ice, and other debris after every such event; and,
- g. Promptly notify the respective Members Jurisdictions when corrective action has been completed.

3. General Bicycle Maintenance Requirements

Contractor shall maintain the bicycles in good working condition. Damaged bicycles must be immediately removed from service and subsequently repaired. Contractor must follow and strictly comply with the manufacturers' requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all parts and equipment. Contractor shall provide any necessary labor, tools, supplies, other equipment, and spare parts for the maintenance and repair of existing equipment. Specifically, Contractor shall keep in standing inventory for immediate use sufficient parts to deploy a minimum of 90% of all bicycles at any given time.

Member Jurisdictions reserve the right to inspect, at any time, all bicycles offered by Contractor to the public, for safety and aesthetic purposes, and to require Contractor to remove any bicycle from service that is regarded as irreparable. The Contract Administrator may require Contractor to improve the aesthetic appearance of any bike at any time.

4. Routine Bicycle Maintenance

Contractor shall perform the following tasks for every bicycle in operation at least once every calendar month, unless the manufacturer's requirements, warranties, and recommendations call for a greater frequency, in which case Contractor must comply with the manufacturer's requirements, warranties or recommendations:

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- Inspect drive chain for proper functioning and lubrication;
- Inspect handlebar for proper centering and tightness;
- Inspect tires for proper inflation, defects and wear;
- Inspect brakes for excessive wear and ensure proper working order;
- Inspect saddle for proper tightness, excessive wear, and deterioration;
- Inspect shifters for proper functioning;
- Inspect lights for proper functioning;
- Inspect fenders and chain guard for proper functioning, defects, and wear;
- Ensure all other bicycle components, including, without limitation, the basket, bell, are properly attached and functioning;
- Affix steering delimiter bolts to the headset of all bicycles, if needed;
- Clean bicycle; and,
- Remove or reduce scratches in the paint and otherwise repair and maintain the appearance of all bikes to meet the aesthetic standards of the Contract Administrator.

Contractor shall include in its monthly written report to the Contract Administrator the number of instances in which a customer reported maintenance issues with any bicycle, along with the bicycle identification number and most recent maintenance data of each subject bicycle.

5. Annual and As-Needed Bicycle Maintenance

In addition to Routine Maintenance, Contractor shall perform on each bicycle the following work at least annually and on an as-needed basis as determined by the Contract Administrator, unless the manufacturer's requirements, warranties, and recommendations require a greater frequency, in which case Contractor must comply with the manufacturers' requirements, warranties, or recommendations:

- Remove and clean entire drive train;
- Inspect and adjust tension, and true wheels;
- Inspect tires for excessive wear, defects, and replace flat inner tubes;
- Inspect hubs for proper functioning; and,
- Add touch up paint to bicycles.

M. Station Location Siting

Each Member Jurisdiction will determine the location and size for each new station for expansion of the system within its boundaries. Prior to the final determination, the Member Jurisdiction will provide Contractor an opportunity to visit, review, and comment upon each proposed location. Contractor may provide written suggestions of

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alternative location(s) and/or sizes to the Member Jurisdiction. The Member Jurisdiction will have final authority on station location.

N. Installation of New Stations

Contractor shall configure, construct, and install all station components, except for the station protective devices, which will be configured and installed either: (1) by the Member Jurisdiction at its expense; or (2) by Contractor at the Member Jurisdiction's instruction and expense. The Member Jurisdiction will decide which is needed.

The Member Jurisdiction will acquire all necessary permits to construct and install all station components, but may, at its sole option, direct Contractor to do so. The Member Jurisdiction will notify Contractor and authorize installation of the station after the proper permits have been obtained. Contractor shall install the station within one week after such notification. If Contractor is unable to install within one week of notice, then Contractor must provide an alternative date, which must be accepted by the Contract Administrator. No alternative date shall exceed three weeks of the initial request.

The Member Jurisdictions will provide printed copies of the informational panel to Contractor for the map frame. The informational panels must be installed within 14 calendar days of the request from the Member Jurisdiction, or as soon as the station is installed, whichever comes first.

Contractor shall install the station's name decals when the station is installed.

The Contract Administrator shall provide at least 48 hours' notice in advance of the planned install time to cancel a station installation. Contractor shall provide at least 48 hours' notice in advance of the planned install time of its desire to cancel an installation.

O. Relocation and Reconfiguration of Stations

Member Jurisdictions may require that stations be relocated to accommodate unexpected commuting patterns, construction, or other reasons. At the request of the Contract Administrator, Contractor shall adjust the placement or configuration of a station. The Contract Administrator will provide a minimum of 72 hours' notice for any requests regarding station relocation or reconfiguration and Contractor must respond in writing within 24 hours of receiving the request with an estimate of when the relocation may take place.

P. Updates to Maps and Stations

Each station provides information that instructs customers on usage, promotes safety, and otherwise facilitates use of the system. Contractor shall periodically install, remove, replace, and maintain in readable form these informational materials. Any changes to station information, including pricing decals and stickers, maps or ad panels requested by

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a Member Jurisdiction shall be installed by Contractor within two weeks of receipt of replacement materials.

Q. Operational Bicycle Fleet Size

Contractor shall maintain a 49-51% ratio of bikes to docks both within each Member Jurisdiction and across the Capital Bikeshare system as a whole. This ratio shall be maintained 365 days a year. Each Member Jurisdiction's Contract Administrator will monitor this inventory.

Contractor shall provide written reports on the operational fleet size by Member Jurisdiction. The operational fleet size for calculation purposes is 100% of the number of bikes received, minus stolen or irreparable bicycles that have not yet been replaced.

The percentage of the fleet in the shop shall be calculated as follows: at the same time each day, the number of bikes out-of-service, either in the shop or reported damaged and on a repair truck, will be recorded. This number shall be averaged over the month to calculate the monthly percentage out-of-service.

Member Jurisdictions will replace irreparable bicycles to maintain the operational fleet.

R. Operating and Maintenance Costs to Member Jurisdictions

Operating and maintenance costs will be calculated on the basis of the number of docks operated and maintained per month in each jurisdiction for stations consisting of 23 or fewer docks. Stations consisting of over 23 docks will receive a 50% discount of the per dock fee for each additional dock over 23.

Operations and maintenance costs will be prorated for new station installations based on the percentage of days remaining in the month of installation.

S. Bicycle Rebalancing and Performance Metrics

Contractor shall routinely redistribute bicycles throughout the day to prevent any station from being full of bicycles or empty of bicycles for more than 2 hours between the hours of 6:00 AM and 12:00 AM. This process is referred to as rebalancing. Each Member Jurisdiction's Contract Administrator will monitor these efforts.

Rebalancing requirements shall be waived for a station during any hours when the street on which it is located is closed.

Rebalancing requirements shall also be waived, with the approval of the Contract Administrator after immediate e-mail, telephone, and text notification to the Contract Administrator, when adverse weather or current events dictate.

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Contractor shall be responsible for purchasing or leasing vehicles necessary to fulfill the rebalancing requirements of this contract. The Member Jurisdictions encourage the use of low-emission vehicles.

T. Call Center

Contractor shall provide a fully-operational customer Call Center. The Call Center shall respond to customer questions, comments and complaints, and process membership signups. Contractor shall:

1. Use the existing toll-free, Call Center telephone number (1-877-430-2453).
 - a. This toll-free number is owned by the Member Jurisdictions and shall not be altered in any way.
 - b. In the event of termination of services, the toll-free phone number will be returned to the control of the Member Jurisdictions on the last day of the contract.
2. Display the toll-free number at all stations and on the website.
3. Operate the call center 24 hours per day, 365 days per year, including all holidays.
4. Offer fluent English and Spanish capabilities.
5. Provide prompt customer support for calls ranging from incident management to membership queries and other related issues.
6. Maintain telephone answering times under twenty (20) seconds.
 - a. The time (including hold time) to transfer the call to a customer service representative shall not exceed an additional twenty (20) seconds.
 - b. This standard shall be met by Contractor eighty (80) percent of the time during each calendar month.
7. Maintain the number of dropped calls under an average of ten (10) percent each month.
8. Employ Call Center operators who are knowledgeable about the Washington, D.C. metropolitan region.
9. Establish an email account to which customers can forward queries, complaints, concerns, and any additional information.
10. Respond to all emails, to the original sender and any individual or organization copied, within 48 hours of receipt. Blind copy the relevant Member Jurisdiction(s) at the request of each Member Jurisdiction.
11. Maintain electronic records of the customer calls and emails to the call center.
12. Provide to the Member Jurisdictions a Call Center activity report by Wednesday of each week for the previous week's daily performance, including:
 - a. number of emails,
 - b. number of calls,
 - c. percentage of calls answered within the required service level,
 - d. number of abandoned calls,
 - e. percentage of abandoned calls of all calls that day,
 - f. average call handling time,
 - g. average call talk time, and

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- h. average call time on hold.

U. Continuity of System upon the Effective Date of this Contract

Contractor shall provide seamless operation and maintenance of the system starting on the effective date of the contract. The Member Jurisdictions will provide such assistance as they determine is necessary to aid Contractor with the transition process. If an issue of coordination with the previous service provider arises, it is Contractor's responsibility to inform the Contract Administrator promptly and to resolve the issue. Further, Contractor shall:

1. Coordinate with the previous service provider to ensure the orderly and uninterrupted transition of all services, equipment, and needed materials, and exchange of information to ensure that the operation is maintained without interruption;
 - a. Contractor shall do so at its own expense.
 - b. Contractor's proposal shall include policies, procedures, processes, milestones, and a schedule to be used in the transition of system operations.
2. Be responsible for any shipping costs and arrangements for all equipment owned by the Member Jurisdictions to Contractor's facility by the effective date of the contract.
3. Provide to Member Jurisdictions documentation of all policies, procedures, and processes to be utilized in the operation of the system, and shall outline all of the activities necessary for the start-up of the operation, including the filing of workforce requirements and all other required activities.

V. Website Hosting and Maintenance

Contractor shall be responsible for hosting the Member Jurisdiction-owned Capital Bikeshare website at www.capitalbikeshare.com. Contractor shall provide log-in access for Member Jurisdictions or their designees to develop and make changes to the website. The Member Jurisdictions have developed content and through their backend provider will contribute specific sections including the Member Log-in area, station map, and Contract Administrator portal. Contractor shall provide access to an Associate Contractor to edit the content and design of this website.

The website shall include, at a minimum:

1. Instructions on how to subscribe to the service and the option to subscribe online, including the option for annual members to elect to renew automatically;
2. A copy of the Membership Agreement and the option to sign-up for new services after signifying acceptance of the Membership Agreement;
3. Instructions on how to update user profiles;

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4. Information on membership and usage fees, including but not limited to information related to the Bank on DC partnership, JARC Program, Arlington Cash Program, Contract Administrator memberships and the monthly installment annual membership plan;
5. The map of the entire network of Capital Bikeshare stations with near-real time availability of bicycles and docks provided by 8D Technologies;
6. Merchandise available for sale by Contractor;
7. Frequently Asked Questions;
8. General safety requirements and information, including notification in the event of malfunction or crash;
9. Encouragement of helmet use and the options for members to purchase a helmet at prices set by the Member Jurisdictions;
10. Total distance traveled, calories burned and carbon dioxide (CO₂) offset for each individual trip taken by a member, to be displayed in their member profile. In addition, the aggregate distance, calories burned and CO₂ offset total for the last 200 trips for each individual member, to be displayed in their member profile;
11. A page featuring Capital Bikeshare's Corporate Partners;
12. A link to the Crowdsourcing map hosted on BikeArlington's website at <http://cabistations.com/>;
13. A page devoted to downloadable System Data, which includes, but is not limited to quarterly trip data that contains information related to:
 - a. the duration of each trip;
 - b. the start/end date of each trip;
 - c. the station and end station of each trip;
 - d. the bike's number used for that trip; and,
 - e. whether the user was a registered or casual member making the trip.
14. A page containing a Dashboard of Capital Bikeshare usage data for public view, similar to what is currently available:
<http://cabidashboard.ddot.dc.gov/cabidashboard/>

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This Dashboard shall include:

- a. Monthly Report Information
- b. Annual survey member data and information related to the Capital Bikeshare dashboard.
- c. Updates to the Website as determined by the Contract Administrator.
- d. News, columnists, bloggers, and on-line forums

W. Contractor Staffing Levels

Contractor must provide sufficient staff to efficiently and promptly perform all work. Not later than thirty (30) days after the issuance of Notice to Proceed, Contractor must designate, in writing, to the Contract Administrator of each Member Jurisdiction, a General Manager and an Operations Manager.

X. Anticipated Special Events

Throughout the calendar year, DDOT may require the placement of a temporary station to service an anticipated high-attendance special event. At the request of the Contract Administrator, Contractor shall adjust the placement of a station, provide temporary on-site staffing for that station, and provide an area where bikes can be stored temporarily, in order to accommodate such special events. Contractor shall provide at least one representative in the immediate area of placed stations for the duration of the event. The Contract Administrator will provide information on duration and type of event along with the request for temporary re-placement of stations a minimum of seven (7) days in advance. For each special event, Contractor shall provide a maximum of eight (8) manned stations for a maximum of six (6) hours of operation. It is estimated that there will be up to ten (10) Special Events throughout the year.

There will be other times when DDOT shall require assistance from Contractor with small tours and smaller events. In such instances, at the request of DDOT, Contractor shall deliver twenty (20) bikes to an existing station with twenty (20) individual Member Agreements. Contractor shall also pick up the bikes, if requested by DDOT, at an agreed upon time, not less than four (4) hours from the original drop-off time. It is estimated that there will be up to ten (10) small tours/smaller events throughout the year.

Other Member Jurisdictions may require special event services as well.

Y. Reporting Requirements

1. Monthly Report:

Contractor must email to the Contract Administrator by the 15th day of each month a Monthly Report, including the following data in Excel or another form approved by the Contract Administrator. The data must reflect Contractor's applicable work

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during the immediately preceding calendar month and calendar year to date. The Monthly Reports must contain the information described below.

MONTHLY REPORT	
Membership	
Total active members starting at launch to the end of reporting month by type (registered vs casual), and by Member Jurisdictions	
Number of new members, by type (registered vs casual), and by Member Jurisdictions, who signed up in reporting month, by day and month	
Number of cancellations and expirations of members by type (registered vs casual), by Member Jurisdiction during the reporting month	
Renewal rate by month by type (registered vs casual), and by Member Jurisdiction	
Ridership	
Trips per day by Member Jurisdiction, member type (registered vs casual), and for Capital Bikeshare as a whole	
Trips per month and year-to-date ridership by Member Jurisdiction, member type and system-wide	
Breakdown of total trips per day of week and hour of the day by Member Jurisdiction, and system-wide	
Average duration of trips by Member Jurisdiction, member type, and system-wide	
Average and total distance of trips (straight-line distance) by Member Jurisdiction, member type, and system-wide	
Total number of origin and destination trips by station by Member Jurisdiction	
Environmental & Health Impacts	
Total and average calories burned per day and per month, by Member Jurisdiction, member type, and throughout Capital Bikeshare as a whole	
Carbon dioxide offset per day and per month, by Member Jurisdiction, and system-wide	
Average carbon dioxide offset per member, and Member Jurisdiction based on total members and total offset	
Rebalancing Operations	
Number of Bikes rebalanced per month	
Bikes on the street per day	
Breakdown of full and empty instances at stations by duration during operational hours by Member Jurisdiction	
Percentage of time stations are normal, full, and empty (averages across all stations) by Member Jurisdiction	
Breakdown of additional time when stations were full by Member Jurisdiction	
Full and empty violations, broken down by Member Jurisdiction	
Equipment Loss, Damage, Theft, and Vandalism	
Number of damaged bicycles removed from service	
Quantitative and investigative analysis of loss, damage, theft, and vandalism to the bicycles and stations so as to determine the sources and causes thereof	
Recommendations to the Contract Administrator for remedies and solutions to minimize future loss, damage, theft, and vandalism to the bicycles and stations	
Average number of bicycles within each Member Jurisdiction during the month	

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Station Maintenance Operations
Number of active stations and operational docks by Member Jurisdiction
Count of station visits by technicians for normal maintenance
List of all station malfunctions over 1 hour duration (station, start and end date and time, event) by Member Jurisdiction
Bicycle Maintenance Operations
Count of bicycles checked per day and per month for all jurisdictions
Count of bicycles repaired per day and per month for all jurisdictions
Average time per shop repair for full system
Breakdown of repair types (minor, major, annual overhaul) for full system
Breakdown of cause of repair needs (normal wear, crash, warranty failure, vandalism) with average time of repair for full system
Number of bicycles owned by each Member Jurisdiction broken down into the number in the operational fleet, in need of repair, lost or stolen or otherwise categorized
Incident and Stolen Bicycle Reporting
List of all incidents (crash, vandalism, theft, police action) with dates and summary of outcomes for all jurisdictions
Stolen and missing bicycle list and status for full system
Status of collection agency's ability to recoup the full amount from members who have lost or stolen a bicycle
Damaged bicycles removed from service by jurisdiction and by system total
Customer Service Reporting
Number of calls and emails seeking customer service, including totals and number by classification for full system
Average time to answer call for full system
Average duration of call for full system
Complaints and responses
Number of refunds and dollar amount refunded per month by geographically-based system within the Member Jurisdiction
Percentage of calls lost for the full system
Percentage of calls served within 30 seconds for the full system
Customer Outreach
Website analytics, Facebook and Twitter posts, counts and summary for the full system

2. Quarterly Report:

Contractor must provide the Contract Administrator with the following quarterly data on the 15th of January, April, July and October (unless the 15th falls on a weekend or national holiday, in which case the report shall be issued on the next business day):

QUARTERLY REPORT
Demographics of registered members (age, gender, zip code).

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Maps showing density of registered members.
Maps showing popularity of station pairs.
Revenue generated per station (casual member purchases and trip fees incurred by trips starting at the station).

3. Revenue Report:

Contractor must provide a Revenue Report for operations and maintenance by the 15th of each month for each Member Jurisdiction's Contract Administrator to review and approve before the Contractor wires revenues. Contractor must wire revenues within five (5) business days after Contract Administrator approval.

The Revenue Report must include the following information broken down by Member Jurisdiction where feasible:

Revenue Report
Revenues
Value of All Memberships by Jurisdiction (Residents of Member Jurisdictions)
- Annual, 30-day, 24-hour, Day Key registration fee, Day Key subsequent activation
Value of All Memberships by Jurisdiction (Non-Residents of Member Jurisdictions)
- Annual, 30-day, 24-hour, Day Key registration fee, Day Key subsequent activation
General Fee (resident and non-resident)
Revenue From Usage Fee (registered and casual residents and non-resident)
Replacement Keys (resident and non-resident)
Revenue from Stolen/Lost Bikes (resident and non-resident)
Public Gift Card Sales (resident and non-resident)
Corporate Gift Card Sales (resident and non-resident)
Corporate Portal Sales (resident and non-resident)
Revenue from Corporate Checks
Corporate Membership Accounts Receivable
Other Revenue
Debits
Value of Redeemed Gift Certificates (residents and non-residents)
- Annual, 30-day, 3-day, 24-hour
Value of Redeemed Gift Certificates (non-residents)
Value of Refunds Processed (residents and non-residents)
Value of Refunds Processed from Online Store (residents and non-residents)
Value of Refunds from Stolen/Lost Bikes Returned (residents and non-residents)
Sales Tax
Helmets
Revenue from helmet sales to residents and non-residents, separately

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Sales Tax

4. Crash Report:

Contractor must report each crash to the Contract Administrator, in writing, within twenty-four (24) hours of the occurrence of the crash.

Immediately upon notice of a crash, Contractor must: report the crash to the Police Department in the jurisdiction in which the crash occurs; investigate the crash; and accurately determine and record the information described in subparagraphs one (1) through four (4) below, to the extent possible. Contractor must, within 48 hours after discovery of each crash, provide the Contract Administrator with a crash Report (including Police Accident Report, immediately upon its availability), and all documents and information necessary to preserve an accurate record of the crash, including photographs of the damaged bicycle.

Contractor must inform all members that they are required to file a report with the Police Department within 24 hours after any crash in the jurisdiction in which the crash occurs.

Contractor must require members to file a crash report with Contractor within twenty-four (24) hours after any crash. Contractor will prepare a form and provide it to members when they report a crash. Each crash report must include, at a minimum, the following information:

- 1) Member information: member's name; member number; gender; telephone number; date of birth; residential address; description of damage to the bicycle; indication as to whether the bicycle was returned to a station or to Contractor;
- 2) Details of the crash: date; time; city; state; address/location of crash; description of crash; outcome of crash (injury, severity of injury, traffic violation of the member and other party(ies), amount of fine assessed, whether medical treatment was required); bicycle damage [yes/no]; police report number; responding/ investigating officer name and badge number; police precinct / department.
- 3) Details of all personal injury to persons other than member, or property damage to property other than the bicycle:
 - a. hit and run [yes/no];
 - b. if not hit and run, driver information: name; phone; injuries to driver [yes/no]; driver's license number; driver's license state; gender; date of birth; telephone number; mobile phone number; residential address; number of vehicle occupants; insurance carrier; insurance carrier's telephone number; insurance policy number; vehicle type [passenger/commercial/other]; vehicle year, make, model, license plate number and state; vehicle damage; whether vehicle was towed or was operable; and
 - c. for each passenger in a vehicle or for pedestrians: name; age; residential address; telephone number; injuries [yes/no]; and additional or relevant information.

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- 4) Witnesses: names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the crash and any personal injury or property damage related to the crash.

Contractor must retain possession of bicycles involved in a reported crash in their crashed condition for a period of one (1) year from the date of the crash. Contractor must photograph bicycles that appear to have been involved in a crash but for which no crash report or other information exists and must hold the photographs for a period of one (1) year.

5. Theft, Damage, and Vandalism Report

Contractor must report in writing to the Contract Administrator within twenty-four (24) hours after discovery of any theft, damage or vandalism of any bicycle or station. Theft, damage, and vandalism reports also must be compiled into the Monthly Reports provided to the Contract Administrator.

After written notice and authorization from the Contract Administrator, Contractor is responsible for implementing preventative measures. Contractor's failure to take appropriate preventative measures to minimize loss, damage, theft, and vandalism may be cause for termination of this Contract.

Immediately upon notice of each incident of theft, damage or vandalism above \$1,000, Contractor must record the information described in subparagraphs one (1) through three (3) below, to the extent possible. Contractor must provide the Contract Administrator with a Theft, Damage, or Vandalism Report, including a Police Report (as soon as the Police Report is available), not to exceed forty-eight (48) hours after notice of each incident of theft, damage, or vandalism.

Contractor must also require all members to file a report with the Police Department immediately for incidents of theft.

Contractor must require members to file immediately a Theft Report with Contractor after notice of a theft. Contractor will prepare a form and provide it to members when they report a theft. The report must include, at a minimum, the following information:

- (1) Member's name; member number; gender; telephone number; date of birth; and residential address;
- (2) Details of the theft, including date; time; city or Member Jurisdiction; state; address/location of theft; description of theft; police report number; officer name and badge number; police precinct/department; and
- (3) Names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the theft.

6. Additional Reports:

Periodically, the Contract Administrators may require Contractor to provide additional written reports to the Member Jurisdictions and may revise the categories of data to be provided in each report described above.

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Z. Written Requests

Promptly upon receipt of a written request from a Member Jurisdiction, Contractor must provide to the Contract Administrator requested information and documents to assist the Member Jurisdiction in meeting any existing or future reporting requirements for, or related to, the application for or continuation of project funding from local, Washington D.C. Metropolitan Area, state, or Federal sources. Requests for data not specified in the scope of work of the Contract will be billed at the rate specified in this Contract.

AA. Standard Operating Plan

Contractor must submit a draft Standard Operating Plan (“SOP”) to the Contract Administrator for review and comment thirty (30) days after the issuance of the Notice to Proceed. The SOP must include detailed operating policies and procedures, inventory control procedures, reconciliation procedures and a capital improvement program for stations and bicycles based on their warranty and useful life and must outline all of the activities necessary for the start-up of the operation, including the filling of work force requirements and all other necessary activities. The SOP must be updated annually and delivered to the Contract Administrator within thirty (30) days after the beginning of the contract term and any renewal period. Contractor must include the terms of the equipment warranties and useful life in the SOP.

BB. Periodic Member Jurisdiction Transportation Surveys

Upon request from a Contract Administrator, Contractor must participate in the Member Jurisdiction’s and Washington D.C. Metropolitan Area’s periodic programs of research and evaluation to determine transportation and air quality impacts and to better understand members and how the bicycle transportation needs of residents and employees in Member Jurisdiction, and other Member Jurisdictions when requested, are being met. The research must also address customer satisfaction with the services provided by Contractor.

1.8 CONSTRAINTS ON CONTRACTOR

Contractor shall have the following constraints:

- A. Contractor shall comply with all local, state, and federal laws, rules, regulations, and other legal requirements applicable to the Work performed under the Contract;
- B. In order to avoid disruption of Work or other undesirable or unacceptable consequences, Contractor shall plan, schedule, and provide services under the Contract in conformance to the operational needs of the Member Jurisdictions. The Contractor shall coordinate with the Contract Administrator and other City or County officials and representatives in order to assure efficient, effective, and cost-effective operations, and to minimize any adverse impact on Member Jurisdictions’ programs and services, businesses, or the general public;
- C. Contractor shall not solicit new business from Member Jurisdiction departments;

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- D. Contractor shall not maintain an office within any Member Jurisdiction's facility or have access to the Member Jurisdiction's personnel software or operating systems; and
- E. If and when work is required at locations that require security clearances, Contractor's personnel and property may be subject to searches or other required security measures such as criminal background checks.

1.9 CONTRACTOR'S RESPONSIBILITIES

Contractor shall have the following responsibilities:

- A. Comply with all Contract requirements;
- B. Furnish through its workforce, or sub-workforce, the appropriate and necessary insurance, supervision, coordination, labor, and other services, including any relevant licenses or patent rights, necessary to perform the services required by the RFP;
- C. Maintain a clear line of communication with the Member Jurisdictions;
- D. Provide one point of continuous contact for the Member Jurisdictions;
- E. Work with the Member Jurisdictions to avoid problems, and when that is not possible, to resolve problems promptly and at the lowest possible level;
- F. Maintain project records of expenditures, deliverables, and progress;
- G. Notify the Member Jurisdictions if a user department does not timely pay a properly submitted invoice;
- H. Notify the Contract Administrator or the Purchasing Agent of any reports of complaints about City supervisors or staff brought by the Contractor's personnel to the relevant Member Jurisdiction;
- I. Provide, on schedule, any and all reports required by the Member Jurisdictions;
- J. Perform all work in accordance with current and applicable standards published by national and international standards organizations;
- K. Enter into written agreements with subcontractors and material suppliers, and provide such written agreements to the Member Jurisdictions upon request;
- L. Provide access for all authorized City or County personnel and representatives to any and all sites where services related to the work are performed or supported;

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- M. Maintain working conditions that are safe, non-hazardous, sanitary, and protective of persons and property;
- N. Be responsible at all times for the actions and work of its personnel;
- O. Ensure that all personnel provided by the Contractor maintain a courteous and respectful attitude at all times. The Contractor also shall ensure temporary and permanent employees are cordial, punctual and responsible. The Contractor shall ensure that its employees are respectful of all people, with whom they interact, including City employees and members of the public. The Contractor shall ensure that all personnel provided by the Contractor avoid loud and profane language at all times during the performance of their duties;
- P. Employ suitably trained and skilled professional personnel to perform all services under the Contract; and
- Q. Prior to changing any key personnel, obtain the written approval of the Member Jurisdictions.

1.10 MEMBER JURISDICTIONS' RESPONSIBILITIES UNDER ANY RESULTING CONTRACT

The Member Jurisdictions shall have the following responsibilities under a Contract:

- A. The Member Jurisdictions shall provide access to City- or County-owned or controlled facilities for employees and agents of the Contractor as necessary to perform the Work.
- B. The Member Jurisdictions will render decisions in a timely manner pertaining to documents submitted by the Contractor.
- C. The Member Jurisdictions will work with the Contractor to attempt to reduce the risk of changes, claims, and extra costs.

1.11 USE OF CONTRACT BY OTHER PUBLIC BODIES

Recipients of the award(s) of the RFP are advised that any resultant Contract(s) may be extended, with the authorization of the Contractor, to other government or similar organizations to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the resulting Contract(s). If any other organization decides to use a Contract, the Contractor shall deal directly with that organization concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment, etc. A failure to extend a contract to any organization will have no effect on the evaluation of a Proposer's response to the RFP.

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It is the Contractor's responsibility to notify other organizations of the availability of the Contract. Other organizations desiring to use the Contract must make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations and other policies.

The Member Jurisdictions shall not be held liable for any costs or damages incurred by another organization as a result of any award extended to that organization by the Contractor.

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PART II - INSTRUCTIONS AND INFORMATION FOR PROPOSAL

2.1 SUBMISSION DEADLINE; DELIVERY METHODS; DELIVERY INSTRUCTIONS

- A. Submission Deadline:** Sealed Proposals must be submitted to the City of Alexandria (The City) before **4:00 p.m.**, prevailing local time, **February 4, 2015** pursuant to the delivery instructions set forth in paragraph 2.1.C. below. **The City shall not accept any Proposal received after the deadline, and shall return any late Proposal to the Proposer.**
- B. Delivery Methods:** The City encourages Proposers to submit Proposals through the City's eProcure system (eProcure) at: <http://eprocure.alexandriava.gov/bsa/>. A Proposer also may submit a Proposal to the City by mail, common carrier, or hand-delivery. **The City does not accept Proposals by facsimile or by electronic mail.**
- C. Delivery Instructions:** Proposal submission instructions are detailed on page two (2) of this RFP.

2.2 GENERAL INQUIRIES RELATED TO THE CITY PROCUREMENT PROCESS

For general questions related to the City's procurement process, please contact the City's Purchasing Division at (703) 746-4944, or send an email to procurement@alexandriava.gov. For detailed information about the City's purchasing process, see "How to do business with the City of Alexandria, Virginia - A Guide for Vendors" available on the City's website at: <http://alexandriava.gov/2064>.

2.3 DEADLINE FOR QUESTIONS AND INQUIRIES

It shall be the Proposer's responsibility to submit questions regarding this Request for Proposals to the Purchasing Division. In order to receive a formal response from the City, all questions must be submitted in writing and shall be received by the City no later than **4:00 p.m. prevailing local time, on January 14, 2015**. Questions shall be: (1) emailed to the attention of Shawn Brooks at procurement@alexandriava.gov; (2) [faxed to 703.838.6493](tel:7038386493); or (3) mailed or delivered to: City of Alexandria, Purchasing Division; 100 North Pitt Street, Suite 301, Alexandria, VA 22314. Any submission of questions related to the RFP shall include the reference: "RFP No. 00000576, "Cooperative Procurement: Capital Bikeshare Operating and Maintenance Services" and the name of the person submitting the question(s).

2.4 COMPLIANCE WITH THE RFP

Proposals must comply with all the requirements of the RFP. A Proposal that is not in strict compliance with all provisions of the RFP may be disqualified.

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2.5 AWARD; WAIVER OF INFORMALITIES, DEFECTS OR OMISSIONS IN PROPOSALS; REJECTION OF PROPOSALS

An award, if made, will be made to the responsive and responsible Proposer(s) who's Proposal(s) falls within the competitive range and is determined to be advantageous to the City, taking into consideration the factors set forth in the RFP.

It shall be the sole discretion and judgment of the Purchasing Agent to determine if a Proposal is responsive and whether an error in, or an omission of any RFP requirement from, a Proposal is material.

2.6 MINIMUM CRITERIA FOR RESPONSIBILITY

The City will use the following minimum criteria to determine the responsibility of a Proposer:

- A. The Proposer must demonstrate in its Proposal and any subsequent discussions with the City that it has a clear understanding of the City's needs and proposed approach to the Work as set forth in the RFP;
- B. The Proposer must possess the ability, experience, capacity, skill, and financial resources to perform the Work and fulfill the requirements under a resulting Contract on a timely basis;
- C. The Proposer must have performed satisfactorily in previous contracts of similar size and scope with the City and/or other organizations;
- D. If the Proposer has not performed a contract of similar size and scope, the Proposer and/or its team members must demonstrate its capability to perform the Work set forth in the RFP and fulfill the requirements under a Contract resulting from the RFP;
- E. The Proposer, its employees, and its independent contractors must be properly licensed under applicable federal, state, and local laws.
- F. If applicable, Proposer must provide the qualifications, technical experience, and availability of the personnel who will be assigned to the Contract;
- G. Demonstrated knowledge of all federal, state, and city laws, codes, and regulations relating to or applicable to the scope of work set forth in this solicitation; and

In addition to the requirements above, a Proposer shall be prepared to submit, within five (5) Business Days after a request is made by the City, detailed written evidence such as proof of licensing, current commitments and any other information as may be necessary to demonstrate the Proposer's qualifications to perform the work.

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2.7 PROPOSAL EVALUATION PANEL AND EVALUATION FACTORS

- A. A panel approved by the Purchasing Agent will evaluate the Proposals received by the City. The panel will consist of staff from the Member Jurisdictions and will review and evaluate proposals using the criteria listed below. A member of the Purchasing Division will attend all meetings as a non-voting liaison.
- B. Proposals will be evaluated on the elements cited above in the Scope of Work. The panel will select what they believe to be the most qualified firms. The City may arrange to meet and interview these firms to discuss details of the services. The panel shall then make the final selection to negotiate a contract and fee. If a mutually agreeable contract and fee cannot be reached with the first firm, the panel will negotiate with the successive firms as necessary. The following evaluation criteria will be used in the evaluation process and is listed in order of importance. The total possible number of points for each evaluation factor is indicated in parenthesis.
1. Business Plan – Bikeshare system business plan describing proposed approach, methodology for equipment transfer, operations, maintenance, and distribution of bicycles. **(25 points)**
 2. Qualifications & Experience – Qualifications and experience of the firm to operate bikeshare systems of similar size and scope including, but not limited to, the ability of the firm to provide the required services and deliverables within established schedules and budgets, including ability, capacity, skill, financial strength, and the number of years' experience. **(25 points)**
 3. Costs – All cost associated with operating and maintaining the Capital Bikeshare system. **(20 points)**
 4. Staffing – Provide description of the project team and the role to be played by each member of the team, including interrelationships and interactions. Also provide resumes of all key personnel, including managers, senior peer reviewers, field supervisors and technical staff, who will be involved in providing the required services, including tenure with firm, location of assigned office, applicable technical skills and staff availability. **(10 points)**
 5. Innovation – Demonstrated and/or proposed innovative solutions or approaches to achieve efficiency. **(10 points)**
 6. References – References from within the past 3 years. **(10 points)**

Total of (100) Possible Points

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2.8 AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Purchasing Agent of such error in writing and request modification or clarification of the RFP. The Purchasing Agent shall make any necessary modification or clarification to the RFP by addendum pursuant to Section 2.9. The City may reject any Proposal that includes assumed clarifications or corrections to the RFP that have not been approved by the Purchasing Agent.

2.9 AMENDMENTS TO THIS RFP

Any revisions to the RFP shall be made only by written addendum issued by the Purchasing Agent, which shall be made available to all prospective Proposers. All addenda to the RFP shall be available on the City's website at the following address: <http://eprocure.alexandriava.gov/bso/>.

2.10 PROPOSAL AND PRESENTATION COSTS

The City shall not be liable in any way for any costs incurred by any Proposer in the preparation or presentation of its Proposal in response to the RFP or the Proposer's participation in any discussion, presentation, negotiation, or any meeting regarding its Proposal or the RFP.

2.11 REQUESTS FOR CLARIFICATION OF PROPOSALS

Requests by the City for clarification of Proposals shall be in writing and shall not be limited in obtaining any and all pertinent information required to fairly evaluate each Proposer's Proposal response.

2.12 RESPONSE FORMAT

A Proposal submitted pursuant to the RFP shall include each of the following items in the order in which they appear below. Each item shall be clearly labeled, with pages numbered, and separated by tabs. Failure by a Proposer to include all listed items may result in the rejection of its Proposal by the City.

The following format and tabs serve as a guide for formatting responses to the RFP. In addition to complying with the response format requirements of this paragraph, a Proposer must consider and address all requirements set forth in the RFP when submitting a Proposal in response to the RFP.

A. Title Page

The title page shall include the following information:

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1. Title and number of the Request for Proposals;
2. Name, address, telephone number, and facsimile number of the Proposer;
3. Name and email address of the authorized contact person of the Proposer with respect to the Proposal; and
4. Date of preparation of the Proposal.

B. Table of Contents

The Table of Contents shall indicate the material included in the Proposal by Tab and page number. The Table of Contents shall mirror the format set forth in this paragraph and shall include all the items set forth below.

C. Tab I, Signed Offer and Award Form (Required Submittal A)

The Proposer shall complete and sign the Offer and Award Form provided in Required Submittal A. The signatory must be an individual who is authorized to legally bind the Proposer.

D. Tab II, Letter of Transmittal

The Proposer shall provide a signed cover letter that includes the following information:

1. An executive summary of the Proposer's understanding of the goods and/or services sought through the RFP, and description of the underlying philosophy of the Proposer in providing the goods and/or services;
2. The name, position, address, telephone number, and email address of the individuals who are authorized to make representations on behalf of the Proposer; and
3. A statement that the signatory to the transmittal letter and the Offer and Award Form is authorized to bind the Proposer to contract with the City.

E. Tab III, Corporate Experience and Capacity

The Proposer shall include information and documentation describing the extent of its experience and expertise in providing the services sought by the City pursuant to the RFP. The information and documentation shall include, but is not limited to, information that documents the Proposer's qualifications to meet the RFP requirements and to produce the required outcomes, including its ability, capacity,

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skill, and number of years of experience in providing the required goods and/or services. At a minimum the following shall be provided:

1. Number of years in business
2. Annual revenues;
3. Number of employees;
4. Range of services provided;
5. Organizational management structure;
6. Other names used to conduct business
7. Experience on sites with comparable challenges;
8. Relevant examples of previous work;
9. Awards and distinctions earned by the firm for similar projects;
10. Experience with appropriate processes and regulators in the City of Alexandria, Commonwealth of Virginia, and Federal Government; and
11. Proven success with use of effective community participation approaches for projects of this nature (historic area, technical engineering challenges, high profile, and need to balance a variety of broad stakeholders' needs with local neighborhood concerns).

In addition to the information required above, a Proposer may be requested to submit within five (5) Calendar Days after a request by the City, additional information, including proof of licensing, present commitments, and other information necessary to demonstrate the Proposer's capacity and qualifications to perform the Work.

F. Tab IV, Client References for Similar Work Performed

1. The Proposer shall provide the following information for each contract or project of similar size and scope to the Work requested in the RFP (at least three (3) references must be included) that the Proposer performed within the past three years:
 - a. Contract/project name;
 - b. Name of the organization for which the contract or job was performed;
 - c. Dollar value of the contract or project;
 - d. Dates of the contract or project; and
 - e. The name, title, telephone number, address, and email address of the contract representative for the organization for which the contract or project was performed.
2. A Proposer's failure to provide in its Proposal the contract representative's contact information may result in the Proposer being deemed non-responsive and its Proposal being disqualified from consideration.

A uniform sample of references may be checked for each Proposer. If references are checked, Proposers will be scored on a scale of 1-10, with 10 being the

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highest possible score. The scores will then be used in evaluation of the Proposal pursuant to paragraph 2.7. Client reference scores may be used by the City to determine the responsibility of a Proposer.

3. The City may ask a client reference any or all of the following questions, and any other question it deems appropriate:
 - a. How cooperative and easy to work with was the Proposer during the procurement process?
 - b. How satisfied were you with the Proposer's point of contact?
 - c. How promptly and effectively did the Proposer address your questions or concerns?
 - d. How promptly, effectively, and efficiently did the Proposer mitigate or resolve performance or contractual issues that arose during the project?
 - e. How would you rate the Proposer's operational and administrative practices (e.g., the timeliness, completeness, and accuracy of its invoices)?
 - f. How would you rate the number and validity of Proposer-generated change order and contract modification requests, claims, disputes, and lawsuits, if any?
 - g. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods and services in relation to your requirements?
 - h. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods and services in relation to the amount you paid the Proposer and how much time your organization contributed in time and effort to the project?
 - i. How well did the Proposer minimize the effect of its activities on the operations of your organization?
 - j. Would you do business with the Proposer again in the future?

G. Tab V, Staff Experience

The Proposer shall provide the following information as part of this tab:

1. A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s), and accounting manager(s) and staff;
2. A narrative that describes the work responsibilities of the individuals identified pursuant to paragraph 2.12.G.1 above, including the following information for each individual: the individual's qualifications, education, certifications, and special competencies that will be valuable in performing the Work under the Contract; the individual's experience on similar contracts; the individual's title and percentage of time available to perform the Work; the individual's role to ensure the personnel under his or her supervision have a full understanding of the

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Work to be performed, as well as his or her role to ensure a high level of quality performance of the Work from personnel;

3. Copies of relevant certifications or other professional credentials for individuals identified pursuant to paragraph 2.12.G.1 above;
4. The name of the proposed Contract administrator and a description of his or her experience with similar contracts, including public sector organizations;
5. The name of the individual who will be responsible for customer service and problem resolution for the Proposer and a description of his or her relevant experience; and
6. Resumes of all the individuals identified pursuant to paragraphs 2.12.G.1, G.4, and G.5 above.

The key personnel named in a Proposer's Proposal shall remain responsible throughout the term of the Contract. No diversion or replacement may be made without approval by the Purchasing Agent.

H. Tab VI, Key Personnel Form (Required Submittal B)

The Proposer shall provide a completed Key Personnel Form.

I. Tab VII City of Alexandria Insurance Checklist Form (Required Submittal C)

The Proposer shall provide a completed and signed City of Alexandria Insurance Checklist Form.

J. Tab VIII, Required Information Form (Required Submittal D)

The Proposer shall provide a completed Required Information Form.

K. Tab IX, Certified Statement of Non-Collusion Form (Required Submittal E)

The Proposer shall provide a completed and signed Certified Statement of Non-Collusion Form.

L. Tab X, Disclosures Relating to City Officials and Employees Form (Required Submittal F)

The Proposer shall provide a completed and signed Disclosures Relating to City Officials and Employees Form.

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M. Tab XI, Equal Employment Opportunity Agreement Form (Required Submittal G)

The Proposer shall provide a completed and signed Equal Employment Opportunity Agreement Form.

N. Tab XII, W-9 Request for Taxpayer Identification Number and Certification Form (Required Submittal H)

The Proposer shall provide a completed and signed W-9 Request for Taxpayer Identification Number and Certification Form.

O. Tab XIII, Acceptance of Conditions

The Proposer shall indicate its acceptance of the requirements and terms and conditions set forth in the RFP, including all addenda issued pursuant to the RFP. The Proposer shall indicate any exceptions it is taking to any requirements or terms and conditions set forth in the RFP, including all addenda issued pursuant to the RFP.

P. Tab XIV, Technical Proposal

1. Provide a description of the technical approach to the Scope of Work that reflects the resources, expertise, and efficiency that the Proposer will utilize. For each task identified in the Scope of Work, list the categories of professional services needed for a project of this kind and the team member that would be included in completing the task and the percentage of time each team member is anticipated to devote to each task.
2. Provide a description of the Proposer's understanding of the RFP. Also describe the firm's/team's strategy for executing the vision, taking into account identified challenges and other issues which an interdisciplinary team, with requisite experience and expertise, would contemplate based on the complexities of the planning area.
3. Provide a description of how the Proposer will work collaboratively with City staff to effectively meet the requirements of this RFP.
4. Outline a citizen's participation strategy to achieve transparency, constructive public input and community consensus.

Q. Tab XIV, Appendices

The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the City in understanding the services proposed.

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2.13 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

- A. The Proposer, by signing and including the City of Alexandria Insurance Checklist Form in its Proposal, acknowledges that it has read and understands the insurance requirements for the RFP provided in the City of Alexandria Insurance Checklist Form.
- B. The Proposer also acknowledges that evidence of required insurance coverage must be submitted within ten (10) Business Days following notification of its Proposal being accepted and that the City may rescind its acceptance of the Proposer's Proposal upon the failure of the Proposer to promptly provide the evidence of insurance.

2.14 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Proposer to examine thoroughly the Contract Documents and other related information set forth in the RFP before submitting a Proposal.

2.15 VALIDITY OF PROPOSALS SUBMITTED IN RESPONSE TO RFP

Proposals shall remain valid for a minimum of one hundred and twenty (120) Calendar Days following the RFP closing date.

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PART III – CITY OF ALEXANDRIA’S GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

The following definitions shall apply to the entire RFP:

Acceptance means, in terms of goods, approval of the Contractor's invoice for such goods by the COTR after a reasonable opportunity to inspect, and in terms of services, approval of the Contractor's invoice for such services by the COTR.

Associate Contractors means a successful proposer in a separate contract connected to the operation of the Capital Bikeshare program. These Contractors will either provide equipment, software, or marketing services for the Capital Bikeshare program.

Backend Software and Computer Hardware means an electronic interface or program that enables hardware such as stations, bicycles, and customer keys to function.

Battery (ies) – fuel cell(s) included within the STATION components, which is/are rechargeable with sunlight.

Bikeshare Station(s) - a designated area on publicly- or privately- owned real property, which area contains one or more of the following items made available by the contractor to perform the work: dock, terminal, technical platform, battery, and map frame.

Business Day means any day other than Saturday, Sunday, City holiday, or other day on which the City is closed.

Calendar Day means any day in a month, from midnight to midnight, including weekends and holidays.

Causal Member (24 hour/3 Day) means a person who has purchased a 24-hour or 3-day membership and does not receive a key fob.

Change Order means a written order to the Contractor, signed by the Purchasing Agent, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.

City means the City of Alexandria, a municipal corporation of Virginia, and its authorized representatives and employees.

Contract means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the RFP, which obligates the Contractor to furnish goods and/or services to or on behalf of the City, and the City to pay for the goods and/or services furnished. A Contract shall specifically identify all other Contract Documents and includes, but is not limited to, the following documents:

A. RFP;

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- B. Addenda issued related to the RFP;
- C. Proposer's signed Offer and Award Form and all other documents submitted by the Proposer to the City in response to the RFP;
- D. Notice of Award issued for the RFP;
- E. Schedule(s);
- F. Purchase order(s) issued for Work to be performed; and
- G. Change Order(s) issued pursuant to the Contract.

Contract Documents. See definition of Contract above.

Customer Key means a key fob used to rent bicycles from Capital Bikeshare docking stations.

Contract Specialist means a City employee or representative whose responsibilities include issuing bids, solicitations, or other contractual documents, and drafting, analyzing, and negotiating contracts under the direction and supervision of the Purchasing Agent.

Contract Sum means the total amount payable to the Contractor for performance of the Work.

Contracting Officer's Technical Representative (COTR) or Contract Administrator means the City's Project Manager, who serves as the Purchasing Agent's technical representative for purposes of administering the Contract. For the purposes of this RFP, the COTR and Contract Administrator are synonymous.

Contractor means the Proposer or the Proposer's authorized representative that enters into a Contract with the City to perform the Work.

Corporate Membership means a program for organizations to register their employees at discounted membership and usage fee rates.

Day Key Member means a registered member possessing a key fob that has access to bikes that is charged per day when using a bike.

Discounted Members means members that qualified for free or lower rates for the use of bikes through the Capital Bikeshare program based on their income. These Discounted Members are usually identified through non-profit organizations such as, but not limited to, the Bank on DC Program, the Job Access and Reverse Commute (JARC) Program, and the Arlington Cash Membership program.

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Dock means a locking mechanism contained on a Station designed to receive a Bicycle for locked storage;

Electronic Databases means, digital collection of members' personal, financial, usage, and other related information.

Equipment means all physical components provided by, or used by, the Contractor to provide bike-sharing Service and to perform the Work. Equipment includes, without limitation, a station, bicycle, dock, technical platform, map frame, terminal, cable, station battery, maintenance trailer, truck, electric bicycle, membership key, trailer, and bicycle and station spare parts.

Equipment Delivery Date means that date by which all equipment in a given Purchase Order has been delivered to the Alta warehouse in Washington D.C. or Montgomery County, Maryland.

Equipment Due Date means Up to 147 days after Contractor receipt of Purchase Order (which constitutes a Notice to Proceed) for said equipment.

Equipment Maintenance Record means detailed records of all maintenance performed on all equipment

Final Payment means the payment of the balance of the Contract Sum, following the Acceptance of all goods and/or services delivered pursuant to the Contract.

Fleet means one hundred percent (100%) of the number of bicycles purchased through this Contract minus the number of stolen and irreparable bicycles, discovered within the County.

Fully Operational means one hundred percent (100%) of the STATIONs for each Geographically-Based System (e.g., JARC, Downcounty System – Phase I, etc.) functional and available for use for bikesharing service as determined by the Contract Administrator.

Fully Operational Date means the date 192 days after Notice To Proceed, when the Contractor must ensure that one hundred percent (100%) of the stations, for which all required permits have been issued, are installed and operational.

General Manager means the official representative with actual authority to act and make decisions on behalf of the Contractor. The General Manager manages all portions of business operations, which include but not limited to administrative services, human resources, operations, policies, and procedures. The General Manager cannot be replaced, terminated, or any other action affecting their duties without the express permission of the collective Member Jurisdictions.

Geographically-Based System means the portion of the Montgomery County bikeshare system allocable to a specific funding stream and based within a defined portion of Montgomery County. For example, the JARC bikeshare system is geographically-based in the Rockville and Shady Grove areas of the County.

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Informational Panel means the map and related printed material displayed inside of the map frame.

Inventory List means the detailed identification by serial number and type of all equipment and supplies at hand.

JARC means Job Access Reverse Commute.

Launch means the period of time between Notice to Proceed to order equipment and receipt of all components of equipment, during which time the contractor is setting up the system.

Living Wage means the hourly wage rate to be paid to an employee as required by Section 3-3-31.1 of the Alexandria City Code and published on the City's website at the time of Contract execution.

Map Frame means a two-sided metal informational display unit, including translucent covering and lock.

Member means a person who has subscribed to the Capital Bikeshare System.

Member Agreement means, terms and conditions of the service's use, provided by the Contractor and required to be signed by each customer.

Member Jurisdiction means, municipality which provides, or soon will provide, Capital Bikeshare service and includes Washington, D.C.; City of Alexandria, Arlington and Fairfax Counties, VA; and Montgomery County, MD.

Membership Database means, digital collection of members' personal and financial information.

Membership Type means the various categories of duration and payment terms for members of the bikeshare system, including one-day, 3-day, monthly, annual, daily key, and corporate memberships, and including members who are part of the JARC Bikeshare program, and any other special membership programs.

Monthly Report means a series of detailed spreadsheets which includes membership, trip, maintenance, and incident data among other things.

Notice means the notice required by Section 3.20 of the RFP.

Operational Bicycle means a bicycle in operating condition and either available for customer use while docked at a station, or in use by a member or in the process of being returned to a station.

Operational Date means the date one hundred and seventy-seven (177) days after Notice to Proceed, when the Contractor must ensure that seventy percent (70%) of the stations, for which all required permits have been issued, are installed and operational.

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Operations Manager means the Contractor's representative that directly reports to the General Manager. The Operations Manager manages the day-to-day operations regarding maintenance services of the Capital Bikeshare service; such as, but not limited, to bicycle rebalancing, maintenance, installation, and repair of bicycles and docking stations.

Proposal means a submission put forth by a Proposer in response to a RFP which states something in exchange for consideration and may serve as the blueprint for a future Contract. A Proposal may be accepted or rejected by the City.

Proposer means any individual, company, firm, corporation, partnership, or other legal entity that submits a Proposal in response to the RFP offering to enter into a Contract with the City.

Purchasing Agent means the City's principal public purchasing official or designated representative responsible for the purchase of all goods, services, insurance, and construction needed by the City. The Purchasing Agent serves as the City's chief contracting officer.

Registered Member means any person who has purchased an annual, annual with monthly installments, 30-day, or Day Key membership.

Request for Proposals (RFP) means the request that is made to prospective Proposers for their proposal for the goods and/or services desired by the City.

Revenues means proceeds from bikeshare operations, such as, but not limited to, membership and usage fees, and advertising and sponsorship arrangements.

Revenue Report means a series of detailed spreadsheet listing the revenue amounts and sources for the month.

Service means the use of the equipment by the public at large after the operational date.

Site Plan means an illustration which shows the proposed location of a bikesharing station, with distances and dimensions from the nearest property line, all relevant public or private easements, and at least two fixed objects. The site plan must depict the locations of all above and below ground structures, utilities, infrastructure, and appurtenances in the immediate vicinity.

Small Event means a tour, ride, or class that requires bicycles, which are delivered to and picked up from the same location by the Contractor.

Start-Up Period means the time period between the issuance of the Notice to Proceed and the operational date.

Station means a designated area on publicly or privately owned real property, which area contains one or more of the following items made available by the Contractor to perform the Work: Bicycles, Docks, Terminal, Technical Platforms, and Map Frame;

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Station Protective Devices means all pavement markings/paint, islands, and/or protective bollards, at or adjacent to station locations.

Supplies mean computers, software, terminal paper, office furniture, and office supplies.

System means the equipment, contractor's website, and backend software and computer hardware.

Technical Platform means a base component which rests on the ground and supports the docks, terminal, and map frame.

Terminal means a kiosk which provides bicycle rental instructions, contains payment equipment (i.e. credit card device), and includes all other means necessary for the rental of bicycles.

Time(s) for Performance means the date(s) and time(s) by which goods are required to be delivered and/or services are required to be provided, in accordance with the Contract.

Work means the goods and/or services required to be delivered by the Contractor pursuant to the Contract.

3.2 APPLICABILITY

The terms and conditions set forth in this Part III shall apply to any Contract issued pursuant to the RFP.

3.3 THE CITY

- A. Authority of the Purchasing Agent:** The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Section 3.10 of the RFP. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
- B. Authority of the Contracting Officer's Technical Representative:** The Contract shall be administered by the Finance Department/Treasury Division, who shall be referred to in the Contract Documents as the Contracting Officer's Technical Representative.
- C. Additional City Representatives:** The COTR may designate one or more additional representatives to coordinate with the Contractor and/or to inspect the Work performed by the Contractor.

3.4 THE CONTRACTOR

- A. Licensure:** To the extent required by the Commonwealth of Virginia or the City of Alexandria, the Contractor shall be duly licensed to sell the Goods or to perform the Services required to be delivered pursuant to this Contract.

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- B. Key Persons:** If any "Key Persons" are identified in Contractor's Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.

3.5 TERMS FOR PERFORMANCE

- A. The Work.** The Goods and/or Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All Goods shall be in conformance with the requirements of the Contract Documents and shall be new and unused, unless otherwise specified. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.
- B. Time for Performance:** Time is of the essence of this Contract. The Contractor shall deliver all Goods and perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.
- C. Brand Name or Equal:** Unless otherwise indicated, all brand name references in the Specifications are intended to define a standard and a quality. Substitutions may be used with the written approval of the Purchasing Agent after the Contractor has demonstrated to the satisfaction of the City that the substituted item(s) is equivalent to the one specified. Individual item approvals do not relieve the Contractor of the responsibility to provide a total system that performs in a manner and of a quality intended by the Contract Documents.

3.6 INSPECTION, ACCEPTANCE AND REJECTION

- A. Quality Assurance:** Contractor and its subcontractors shall provide and maintain a quality assurance system acceptable to the City covering Goods and Services under this Contract and will tender to the City only those Goods that have been inspected and found to conform to the Contract Documents. Contractor will keep records evidencing inspections and their results, and will make these records available to the City during Contract performance and for three years after Acceptance. Contractor shall permit the City to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- B. Inspection by the City:** All Goods shall be subject to inspection and test by the City or its authorized representatives. Contractor and its subcontractors shall provide all

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reasonable facilities for the safety and convenience of inspectors at no additional cost to the City. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

- C. Acceptance:** All Goods to be delivered hereunder shall be subject to final inspection, test and Acceptance by the City at destination, notwithstanding any payment or inspection at the source.
- D. Rejection:** The City shall give Notice of rejection of Goods delivered or Services performed hereunder within a reasonable time after receipt of such Goods or performance of such Services. Acceptance by the City shall not waive any rights that the City might otherwise have at law or by express reservation in this Contract with respect to any nonconformity.
- E. Waiver of Defects:** Failure of the COTR during the progress of the Work to discover or reject defective Work or Work not in accordance with the Contract Documents shall not be deemed an Acceptance thereof nor a waiver of the City's rights to a proper execution of the Work or any part of it. No progress payment shall be construed to be an Acceptance of the Work or materials which are not in accordance with the Contract Documents, nor a waiver of the City's rights.
- F. Acceptance of Defective or Nonconforming Work:** The City reserves the right to accept any defective Work or Work not in compliance with the Contract Documents; provided, however, that in such event the Contract Sum shall be reduced by an appropriate and equitable amount to account for such defect or noncompliance.

3.7 SAMPLES

- A. Samples:** Samples of items may be required by the City for inspection and specification testing and must be furnished free of expense to the City. The samples furnished must be identical in all respects to the products proposed and/or specified in the Contract.
- B. Return of Samples:** Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

3.8 WARRANTY

- A. General Warranty:** Contractor warrants that the Goods and Services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the City, free from defects in design. The City's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

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- B. One Year Continuing Warranty; Equipment Warranties:** In addition to any specific warranty required by the Contract Documents, Contractor warrants all Work against defects in material or workmanship for a period of one year from the date of Acceptance, unless specified otherwise. Contractor shall secure and assign to the City all written warranties of equipment or materials furnished to Contractor or its subcontractors by any manufacturer or supplier.
- C. Commencement of Warranties:** All periods of warranty, and periods of manufacturers' product and/or equipment warranties shall commence on the date of Acceptance of the Work and shall extend for a minimum period of one year thereafter.
- D. Successors and Assigns:** All warranties, including special warranties specified elsewhere herein, shall inure to the City, its successors, assigns, customer agencies and users of the Goods or Services.

3.9 PACKING AND SHIPMENT

- A. Containers:** All Goods shall be packed in suitable containers for protection in shipment and storage, and in accordance with applicable Specifications. Each container of a multiple container shipment shall be identified to: show the number of the container and the total number of containers in the shipment; and the number of the container in which the packing sheet has been enclosed.
- B. Packing Sheets:** All shipments by Contractor or its subcontractors must include packing sheets identifying: the City's Contract Number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.
- C. Shipments:** Shipments must be made as specified in this Contract, as it may be amended, or as otherwise directed in writing by the Purchasing Agent.

3.10 TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES

- A. Transportation Costs Included in Contract Sum:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the City unless expressly included and itemized in the Contract.
- B. F.O.B. Shipments:** Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The City may permit use of an alternate carrier at no additional cost to the City with advance written authorization of the COTR.

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- C. Damage to Goods:** On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the City in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the City, shall at Contractor's own expense assist the City in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

3.11 CHANGES

- A. Change Orders:** The City may order changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Time for Performance being adjusted accordingly. Such changes in the Work shall be authorized only by written Change Order signed by the Purchasing Agent. The Contract Sum and the Time for Performance shall be changed only by Change Order signed by the Purchasing Agent.
- B. Ordering Option:** When an Invitation to Bid specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the Invitation to Bid at the same unit prices stated in the Contractor's Bid for a period of thirty (30) Calendar Days after the Contract Award. The amount of any such additional quantities shall be added to the Contract Sum by Change Order.
- C. Option Periods:** If the Contract Documents include one or more option periods, any Contract renewals shall be authorized by Change Order signed by the Purchasing Agent. The Contract Sum in the option period(s) will be based on firm fixed prices. Unless otherwise mutually agreed, in writing, changes in the Contract Sum for subsequent yearly contract renewals shall be equal may be adjusted by the percentage change in the Consumer Price Index, for all Urban Consumers (CPI-U), for the Washington DC Metropolitan Area from the date of Contract award to the date of the Change Order authorizing the Contract renewal if approved by the Purchasing Agent.

3.12 PAYMENTS TO CONTRACTOR:

- A. Payment for Goods upon Delivery:** If the Contract requires the delivery of Goods at a specified time, the Contractor shall submit its invoice for the Goods, at the fixed price specified in the Contract, at or within a reasonable time after delivery. If the Goods are accepted, the COTR will approve the invoice and process it for payment.
- B. Payment for Services:** If the Contract requires the Contractor to perform Services, the Contractor shall submit its invoice for the Services performed during the previous month on or before the 15th day of the following month. The invoice shall bill for the Services at the fixed monthly rate specified in the Contract Documents or shall detail those Services provided and bill at the rates specified in the Contract Documents. The COTR

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shall verify that the Services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and process it for payment.

- C. Progress Payments:** If authorized by the terms of the Contract, the Contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide.

Upon submission of the request for progress payment, the COTR shall verify the Contractor's entitlement thereto and, if appropriate, shall approve the invoice and process it for payment.

- D.** The Contractor shall submit original invoices to the COTR which clearly describe and itemize the equipment, supplies or Services provided. In addition, invoices shall contain, at a minimum, the following information:

- 1.The date of the Contract;
- 2.The Contract Number;
- 3.The unit price in accordance with the firm fixed price stated in the Contract;
- 4.The total extended price; and
- 5.The total price to the City of the Goods or Services provided.

The City reserves the right to determine whether the invoice is clear or properly itemized. However, if abbreviations or jargon are used on the invoice, the Contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

- E. City's Right to Withhold Payment:** The City may withhold payment to such extent as may be necessary to protect the City due to loss because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. Damage to the City or another contractor;
6. Reasonable evidence that the Work will not be completed on or before the Time(s) for Performance;
7. Persistent failure to carry out the Work in accordance with the Contract Documents; or
8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of its subcontractors.

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- F. Time for Payments.** In accordance with Paragraph 3-3-56 of the Code of the City of Alexandria, payments are due and payable forty-five (45) Calendar Days after: (a) the date of the City's receipt of Goods or Services; or (b) the COTR's receipt of the Contractor's valid invoice, whichever is later. Within thirty (30) Calendar Days after receipt of the invoice the City shall give the Contractor Notice of any defect or impropriety, which would prevent payment by the required payment date.

3.13 TERMINATION OR SUSPENSION

- A. Non-Appropriation of Funds:** This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written Notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) Calendar Days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
- B. Termination for Convenience:** The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) Calendar Days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of: (1) the actual cost of any Work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus 10%, or (2) the pro rata percentage of completion based upon any schedule of payments set forth in the Contract Documents, plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Paragraph 21, insofar as they pertain to amounts claimed to be due hereunder.
- C. Termination for Default.** The City of Alexandria may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

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1. If the Contractor fails to deliver the Goods or perform the Services within the Time(s) for Performance specified in this Contract, and does not cure such failure within a period of ten (10) Calendar Days after receipt of Notice from the Purchasing Agent or designee;
2. If the Contractor fails to perform any of the other provisions of this Contract, fails to make progress so as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) Calendar Days after receipt of Notice from the Purchasing Agent or designee; or
3. Without further notice, if the Contractor defaults in the performance of its duties pursuant to paragraphs (1) and/or (2) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.

In the event the City terminates this Contract in whole or in part as indicated above, the City may purchase from other vendors Goods or Services similar to those terminated. The defaulting Contractor shall be liable to the City for any excess costs for such similar Goods or Services.

- D. Force Majeure:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Goods or Services were obtainable from other sources in sufficient time for the Contractor to meet the required Time(s) for Performance.

3.14 CLAIMS AND DISPUTES

- A. Claims:** Contractual claims shall be submitted in writing not later than sixty (60) Calendar Days after the date of Final Payment. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written Notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the Work upon which the claim is based. Written Notice of the Contractor's intention to file a claim pursuant to this Section shall not be sufficient unless Contractor complies with each of the following:
1. The Contractor shall, within five (5) Calendar Days after the occurrence of the event giving rise to such claim or the beginning of the Work upon which the claim is based, deliver to the Purchasing Agent and the COTR written Notice specifying that the

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Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.

2. Within twenty (20) Calendar Days after delivering such Notice, the Contractor shall deliver to the Purchasing Agent and the COTR a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed to be waived.
3. The Purchasing Agent or designee shall make a determination of the claim within fifteen (15) Calendar Days after receipt of the itemized breakdown described in Subparagraph A (2) above, which decision shall be the final determination of the City.

B. No Claim Against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

C. Disputes: Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Code of the City of Alexandria, as it may be amended from time to time.

D. Exhaustion of Administrative Procedures: The City and the Contractor agree that no claim or controversy arising under this Contract at any time during or after the performance of the Work shall be brought before any court without first having been submitted to the procedures outlined above, and that failure to comply with such procedures shall be deemed a waiver of such claim.

E. Contractor to Continue Work During Pendency of Dispute: Unless ordered by the City to suspend all or a portion of its Services hereunder, the Contractor shall proceed with the performance of the Work without any interruption or delay during the pendency of any dispute resolution procedures.

3.15 INSURANCE

Prior to beginning Work under this Contract, the Contractor shall furnish to the Purchasing Agent certificate or certificates of insurance, showing that the Contractor has obtained, at its own expense, all insurance coverage listed in the "City of Alexandria, Virginia, Insurance Checklist." These certificates of insurance shall list the City of Alexandria as an additional insured in the amounts and types of insurance listed in the "City of Alexandria, Virginia, Insurance Checklist" and reference this RFP

3.16 INDEMNITY

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The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the Contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Contractor or its Subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.

3.17 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby agrees:

- A. Discrimination Prohibited:** Not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Affirmative Action:** To implement an affirmative action employment program as defined in Section 12-4-3 of the Code of the City of Alexandria to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria and approved by the City Council of the City of Alexandria.
- C. EOE Statement:** To include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the commission, meaning same.
- D. Notice to Labor Unions:** To notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- E. Reports to the City:** To submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the administrator may request more frequent special reports of particular employers provided the commission has found such employers to have violated any provision of Chapter 4, of Title 12 of the Code of the City of Alexandria.

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- F. Compliance with Federal Requirements Sufficient:** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph.
- G. Accommodation of Disabled Workers:** To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- H. Reasonable Accommodations:** That for the purpose of this paragraph reasonable accommodation may include (i) making facilities used by employees readily accessible to and usable by persons with a disability and (ii) job restructuring, part-time or modified work schedules, acquisitions or modification of equipment or devices, the provision of readers or interpreters and other similar actions.
- I. Undue Hardship:** That in determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:
1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
 2. The type of the Contractor's operation, including the composition and structure of the Contractor's workforce; and
 3. The nature and cost of the accommodation needed.
- J. Refusal to Employ:** That it may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- K. Subcontracts:** To include the provisions in Paragraphs 16.01 through 16.10 of this Article in every subcontract so that such provisions will be binding upon each subcontractor.
- L. Non-compliance:** That in the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

3.18 SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH

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The City of Alexandria is committed to increase the opportunity for utilization of small, minority and women owned business in all aspects of procurement and have adopted a policy for increasing that participation. This policy is set forth in Sections 3-3-111 and 12-4-6 of the Code of the City of Alexandria. The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its SDBE program.

3.19 ETHICS IN PUBLIC CONTRACTING

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. Code §§ 2.2-4367 et seq., the State and Local Government Conflict of Interest Act, Va. Code §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Va. Code §§ 18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, and Article I of Chapter 3, Title 3 of the Code of the City of Alexandria, all as the same may be amended from time to time, are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

3.20 DRUG-FREE WORKPLACE

- A. Drug-Free Workplace:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. Definition:** For the purposes of this Paragraph, "drug-free workplace" means a site for the performance of Work done in connection with this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

3.21 NOTICE

- A. Written Notice:** All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.

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- B. Notice to Contractor:** Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's office or to the business address of the Contractor as stated in the Contract Documents.
- C. Notice to City:** Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the COTR, with a copy to the Purchasing Agent.

3.22 AUDIT AND PRICE ADJUSTMENT

- A. Audit:** All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's Contractors or auditors at mutually convenient times.
- B. Price Adjustment for Defective Cost and Pricing Data:** If any price, including profit or fee, negotiated in connection with this Contract or any Change Order or modification under this Contract, was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

3.23 SERVICE CONTRACT WAGES

- A. Living Wage:** If applicable, the Contractor shall comply with provisions of Section 3-3-31.1 of the Code of the City of Alexandria during the performance of this Contract. All Contractor employees working on City-owned or City-occupied property shall be paid an hourly wage no less than the hourly wage rate published on the City's world-wide web site at the time of Contract execution (the "Living Wage").
- B. Option Periods:** For each option period for which the Contract is renewed, Contractor's employees' wages shall be adjusted to correspond to the Living Wage rate posted on the City's World Wide Web site as of the date of the Change Order authorizing the option period. Prior to renewal, the Contractor shall submit, on a form acceptable to the Purchasing Agent, the names of all employees who will be affected by the Living Wage requirements of this Article, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at renewal, and the change in total direct labor costs as a result of the Living Wage changes. No Contract shall be renewed until this information is submitted and approved by the Purchasing Agent. The cost of any such increase in wages, together with applicable labor burdens, shall, shall be added to the Contract Sum, in addition to any increase otherwise allowed pursuant to Paragraph 3.10C.

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C. Complaints by Aggrieved Employees: Within six (6) months of the Contractor's failure to comply with the Living Wage requirements of this provision, an aggrieved employee may file a complaint with the City's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid its employees a wage rate less than that required by the Contract, the Contractor shall be liable to the employees for the amount of the unpaid wage, plus interest at the judgment rate. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the City's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

D. Additional Compliance Requirements: At all times during the term of the Contract, the Contractor shall:

1. Post the current wage rate in English and Spanish at a prominent place at its offices and each location where its employees perform Services under this Contract;
2. Provide, within five (5) Calendar Days of an employees' request, a written statement of the then current required wage rate;
3. Include the provisions of this clause in all subcontracts for work to be performed by subcontractors on City-owned or City-occupied property, so that provisions of this clause are binding upon subcontractors;
4. Comply with all applicable federal, state and City laws, rules and regulations, including, but not limited to the U.S. Fair Labor Standards Act of 1938, as amended, the U.S. Occupational Safety and Health Act of 1970, as amended, the U.S. Employee Retirement Income Security Act, as amended, and Chapter 3 of Title 40.1 of the Code of Virginia, 1950, as amended (for the purposes of this Contract, the annual schedule of City holidays published by the City Manager's Office shall be used); and
5. Submit, within five (5) Business Days of the end of each period, quarterly and annual payroll reports in a form approved by the Purchasing Agent to include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

E. Contractor Record Keeping: The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform Services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the City's Purchasing Agent, or authorized representative, to examine, and make copies of, such records at reasonable times and without unreasonable interference with the business of the Contractor.

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- F. Violations:** Violation of any law, rule, regulation, or provision of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor.\

3.24 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Unauthorized Aliens: During the performance of any Work under the Contract, the Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

3.25 STATE CORPORATION COMMISSION REQUIREMENT

If the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law.

3.26 MISCELLANEOUS PROVISIONS

- A. Governing Law:** This Contract is governed by the applicable provisions of the Code of the City of Alexandria, and the laws of the Commonwealth of Virginia.
- B. Successors, Assigns and Legal Representatives:** This Contract shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Contract.
- C. Entire Agreement:** The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- D. Royalties and Patents:** The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

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- E. Severability:** Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provisions(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.
- F. Survival:** Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Sections 3.7 (Warranty); 3.13 (Claims and Disputes); 3.15 (Indemnity), and 3.21 (Audit and Price Adjustment), shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
- G. Non-Waiver:** The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
- H. Headings:** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

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PART VII – REQUIRED SUBMITTAL A - OFFER AND AWARD FORM

NAME OF PROPOSER: _____

ADDRESS: _____

TELEPHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

FEDERAL EMPLOYMENT IDENTIFICATION NO: _____

ALEXANDRIA BUSINESS LICENSE NO: _____

VIRGINIA CONTRACTOR'S REGISTRATION NO. _____

THIS OFFER AND AWARD FORM SHALL BE SIGNED

For and in consideration of the payment of the Contract Sum, as set forth in the Proposal, subject to modification by a final Contract mutually agreed upon by the City and Proposer, the Proposer offers to perform the Work set forth in Request for Proposals No.00000576, including any addenda, in accordance with the terms of the Proposer's Proposal, as modified by a final Contract by the City and the Proposer.

By signing this document, the Proposer agrees that, if its Proposal is accepted for the consideration mentioned, it will at its own expense do all of the Work and furnish all the materials, equipment, and labor necessary to carry out this agreement within the time specified in the Request for Proposals pursuant to the Contract Documents identified as:

	PART	DESCRIPTION
X	I	Scope of Work
X	II	Instructions and Information for Proposals
X	III	City of Alexandria: General Conditions of Contract for Goods and Services
X	VII	Required Submittals
X		Addenda

Proposer's Authorized Signatory

Date

Name and Title of Authorized Signatory

Accepted by the City of Alexandria, Virginia,

Michael Hauer, Acting Purchasing Agent

This ____ day of _____, 2016

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OPERATING AND MAINTENANCE SERVICES**

PART IV – REQUIRED SUBMITTAL B - KEY PERSONNEL FORM

KEY PERSONNEL: In the spaces provided below, Proposers shall identify a minimum of two (2) key persons who would be assigned to provide contract administration. One of these two (2) individuals shall be available during normal business hours.

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

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PART IV – REQUIRED SUBMITTAL C - CITY OF ALEXANDRIA INSURANCE CHECKLIST

I understand the Insurance Requirements and will submit a Certificate of Insurance to the City if awarded this contract in the amount and type as set forth below. See continuation sheets for explanation. Items marked “X” are required to be provided by Proposer, if contract award is made

		REQUIRED COVERAGES	LIMITS (figures denote minimum limits required)
X	1.	Worker’s Compensation and Employer’s Liability Required when Contractor has three (3) or more employees.	Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. \$500,000 each accident; \$500,000 each disease; \$500,000 policy limit for employer’s liability. USL&H and Jones Act coverage endorsements needed for work along and on the river.
X	2.	Commercial General Liability Required on all City contracts.	\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate. The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after the City’s final acceptance of the work.
X	3.	Automobile Liability Required on all City contracts. Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.	\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists. Must include the following: Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.
X	4.	Property Coverage Required when Contractor: A. Uses their own personal property or equipment on City property and/or	<u>Commercial Property Policy/Builders Risk</u> : Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake, and

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		B. Stores or leaves equipment or personal property on City Property; and/or C. Uses materials for building NOT owned by City until installed.	terrorism. <u>Contractor's Equipment Floater</u> : Provide coverage for Contractor's mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges, and tunnels.
X	5.	Crime Policy <u>Required when Contractor:</u> A. Collects money, securities or other property on behalf of City, and/or B. Requires the use of City money, securities, or negotiable property to be in Contractor's care, custody and control and/or C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.	\$1,000,000 limit for employee theft of money, securities and other property owned by the contractor. An endorsement should also be added to the policy to cover theft of the City's money, securities, or other property (third party coverage).
	6.	Professional Liability/Errors & Omissions Required when: A. Contractor must maintain a license or special degree. B. services require high level of expertise or knowledge in a particular field to require certification or licensing. C. Law enforcement, contractors A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by the City is part of the work.	\$2,000,000 each claim and aggregate. C. Where applicable \$10M Law Enforcement contractors. Coverage may be provided in the General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).
X	7.	Excess Liability/Umbrella	\$1,000,000 Per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
	8.	Garage Liability Required when the contractor takes possession of the City's owned vehicles including buses in order to repair.	\$1,000,000 bodily injury and property damage each occurrence/accident.

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X	9.	City of Alexandria must be named as an additional insured on all insurance policies other than Worker's Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.) The contractor's insurance will be primary and the City's insurance or self-insurance shall be non-contributory. The Contractor should waive and require their insurers to waive by endorsement subrogation rights against the City for losses and damages incurred under the insurance policies required by the agreement. No work should be performed by contractors or subcontractors until a certificate of insurance has been submitted and approved by City to insure compliance with all insurance requirements.
	10.	Pollution Liability Coverage should be included with a \$1,000,000 limit for each occurrence, claim or pollution incident. This coverage is required of all contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.
X	11.	Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.
X	12.	Best's Guide rating: "A-" VIII or better, or its equivalent. The insurance companies should be lawfully authorized to do business in the Commonwealth of Virginia.
X	13.	The Certificate(s) of Insurance shall state the RFP/ITB/RFPQ/RFI Number and Title.

Proposer's Name

Proposer's Authorized Signatory

Date

Name and Title of Authorized Signatory

REQUEST FOR PROPOSALS (RFP) NO. 00000576
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ATTACHMENT C - FORM "A" INSURANCE (continuation sheet)

Review this section carefully with your insurance agent prior to Proposal submission. See "Insurance Checklist" for specific coverage requirements applicable to the Contract.

I. General Insurance Requirements:

1. The successful Proposer shall not start work under the Contract until the successful Proposer has obtained at his/her own expense all of the insurance required under the Contract and such insurance has been approved by the City of Alexandria (City); nor shall the successful Proposer allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful Proposer. Approval of insurance required of the successful Proposer and subcontractors for the City will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
2. The successful Proposer shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverage as indicated in PART IV Attachment C, in the same manner as specified for the successful Proposer. Upon request, the successful Proposer shall immediately furnish subcontractors' certificates of insurance to the City.
3. All insurance policies required under the Contract shall include the following provision: Thirty (30) day notice of cancellation, non-renewal, material change, or coverage reduction is required on all policies.
4. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the successful Proposer, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
5. The City of Alexandria (including its officers, agents and employees) is to be listed as an additional insured on all insurance policies except Workers' Compensation and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this section shall be primary with respect to the City, its officers, agents, and employees. The contractor's insurance will be primary and the City's insurance or self-insurance shall be non-contributory.
6. The successful Proposer shall provide insurance as specified in the "City of Alexandria, Virginia Insurance Checklist" PART IV Attachment C.
7. The successful Proposer covenants to save, defend, keep harmless and indemnify the City and all of its officers, agents and employees (collectively the "City") from and against

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any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful Proposer's performance or nonperformance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the successful Proposer completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the City for which the City gives notice to the successful Proposer after the City's final acceptance of the Work.

8. The successful Proposer shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the Contract. The successful Proposer assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) Calendar Days of written notice at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the successful Proposer, and successful Proposer shall be liable to the City for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the Contract at the time of termination.
10. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful Proposer shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The successful Proposer shall be fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.
12. Precaution shall be exercised by the successful Proposer at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful Proposer and its subcontractors. The successful Proposer shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.

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13. If the successful Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City's Purchasing Agent, may be considered. Written request for consideration of alternate coverage shall be received by the City's Purchasing Agent at least (10) ten Business Days prior to the date set for opening the Proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for Proposal openings.
14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the City. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class VIII" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption, in the same manner as described in section 13 above.
15. The City will consider deductible amounts as part of its review of the financial stability of the Proposer. Any deductibles shall be disclosed in the Proposal and all deductibles will be assumed by the successful Proposer.

II. Successful Proposer's Liability Insurance - "Occurrence" Basis:

1. The successful Proposer shall purchase and maintain in a company or companies authorized to do business in the Commonwealth of Virginia, and acceptable to the City such insurance as will protect the successful Proposer and the City from claims set forth below which may arise out of or result from the successful Proposer operations under the Contract, whether such operations are by the successful Proposer or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful Proposer's employees;
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful Proposer's employees;
 - D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful Proposer, or by any other person;
 - E. Claims for damages, other than to the Work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting there from;

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- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle.
2. The specific insurance policies required to cover the claims listed above in subsection II. 1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "City of Alexandria, Virginia Insurance Checklist" contained in the Request for Proposals documents.
- A. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as dictated on the "City of Alexandria, Virginia Insurance Checklist":
- i. Premises/Operations;
 - ii. Actions of Independent Contractors;
 - iii. Products/Completed Operations to be maintained for three years after completion of the Work;
 - iv. Contractual liability including protection for the successful Proposer from claims arising out of liability assumed under the Contract, and including Automobile Contractual Liability;
 - v. Personal Injury and Advertising Injury Liability
 - vi. Explosion, Collapse or Underground Hazards.
- B. Commercial Automobile Liability including Uninsured Motorist's and Underinsured Motorists Coverage.
- C. Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; and Employers' Liability coverage.

III. Commercial General or other required Liability Insurance - "Claims Made" Basis

1. If Commercial General or other liability insurance purchased by the successful Proposer has been issued on a "claims made" basis, the successful Proposer shall comply with the following additional conditions. The limits of liability and the extensions to be included as described in the "City of Alexandria, Virginia Insurance Checklist" remain the same. However, the successful Proposer shall either:
- (a) Agree to provide the certificates of insurance evidencing the above coverage for a period of three years after final payment for the Contract. This certificate shall evidence a retroactive date, no later than the beginning of the successful Proposer or subcontractors Work under the Contract; or
 - (b) Purchase a three year extended reporting period endorsement for the policy or policies in force during the term of the Contract as evidence of the

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purchase of this extended reporting period endorsement by means of a certificate of insurance or a certified copy of the endorsement itself.

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PART IV – REQUIRED SUBMITTAL D - REQUIRED INFORMATION FORM

Each Proposer submitting a response to this Request for Proposal is to provide the following information:

- | | | | | | |
|----|------------------------|----------------|-------------|---------|--------|
| 1. | Minority Business Firm | Yes [] No [] | Partnership | Yes [] | No [] |
| | Small Business Firm | Yes [] No [] | Corporation | Yes [] | No [] |
| | Sole Proprietorship | Yes [] No [] | | | |

2. Sole proprietorships and partnerships are to provide the following information:

Name_____

Address_____

City_____

State_____

Partnerships are to provide this information for all partners.

3. If the Proposer is a corporation, provide the following:
State of Incorporation _____ Charter number of the Virginia Certificate of
Authority_____ Date of Incorporation_____

Foreign corporations desiring to transact business in the State of Virginia shall register with the State Corporation Commission in accordance with Section 13.1-757 of the Code of Virginia, as amended.

4. Each corporation is to provide the names of the following officers:

President_____

Vice-President_____

Secretary_____

Treasurer_____

Registered Agent _____

Proposer's Name

Proposer's Authorized Signatory

Date

Name and Title of Authorized Signatory

REQUEST FOR PROPOSALS (RFP) NO. 00000576
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OPERATING AND MAINTENANCE SERVICES

PART IV – REQUIRED SUBMITTAL E - CERTIFIED STATEMENT OF NON-COLLUSION

A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person that is required to submit this statement that knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any Proposal submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

Proposer's Name

Proposer's Authorized Signatory

Date

Name and Title of Proposer's Authorized Signatory

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**PART IV – REQUIRED SUBMITTAL F - DISCLOSURES RELATING TO CITY
OFFICIALS AND EMPLOYEES**

A. I hereby state that, as of this date (check one):

- () Our firm has **no reason** to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board or corporation controlled or appointed by the City Council has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value
- () Our firm **has reason** to believe that the following City Council members, City officials and/or employees, and/or members of a Council-appointed or -controlled commission, committee, board or corporation have already received, in connection with or related in any way to this contract, or have been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value:

_____ Name	_____ Title/Position
_____ Name	_____ Title/Position

B. I hereby state that, as of this date:

- () Our firm has **no reason** to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm
- () Our firm **has reason** to believe that the following members of the City Council and officials and employees of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm:

_____ Name	_____ Title/Position
_____ Name	_____ Title/Position

Proposer's Name

_____ Proposer's Authorized Signatory	_____ Date
--	---------------

Name and Title of Proposer's Authorized Signatory

REQUEST FOR PROPOSALS (RFP) NO. 00000576
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**PART IV – REQUIRED SUBMITTAL G - EQUAL EMPLOYMENT OPPORTUNITY
AGREEMENT**

The contractor hereby agrees:

(1) Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, or handicap, except as is otherwise provided by law.

(2) Implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the commission and approved by the city council.

(3) To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.

(4) To notify each labor organization or representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.

(5) To submit to the city manager and the city's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the city manager.

(6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business, factors to be considered include but are not limited to, the following;

- A. the overall size of the contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
- B. the type of the contractor's operation, including the composition and structure of the contractor's work force; and
- C. the nature and cost of the accommodation needed.

Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

(7) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.

(8) In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the city's human rights commission and certification of such finding by the

REQUEST FOR PROPOSALS (RFP) NO. 00000576
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city manager, the city council may terminate or suspend or not renew, in whole or in part, this contract.

Proposer's Name

Proposer's Authorized Signatory

Date

Name and Title of Proposer's Authorized Signatory

PART IV – REQUIRED SUBMITTAL H

W-9, Request for Taxpayer Identification

Form **W-9** (Rev. 11-2005)

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**PART IV – REQUIRED SUBMITTAL I
ENHANCED BIKE AND DOCK AVAILABILITY
FOR THE DISTRICT OF COLUMBIA**

Enhanced Bike and Dock Availability for the District of Columbia only

(a) *General.* In accordance with DC Municipal Regulation 27-2406, item _____ is a line item for the Contractor to propose an advanced level of system bike and dock availability at a firm-fixed price for the applicable contract year, and is payable to the Contractor in accordance with the requirements of this clause.

(b) *Price.* \$100k for the base year, \$80K for 1st option year, \$60K for 2nd option year, \$40K for 3rd option year

(c) *Baseline standard.* DDOT calculated that for calendar year 2014, Capital Bikeshare stations in DC were neither full nor empty 90.9% of the time (referred to hereafter as “uptime”). However, this simple average does not consider the volume of trips beginning and ending at the stations that are full or empty, or the widely-varying trip volumes by the particular month of the year.

Therefore, a revised calculation for uptime shall serve as the baseline performance standard for this line item. This calculation, incorporated into the contract as Appendix [___], weights every station’s uptime for a particular month by its proportional volume of trips beginning or ending. The total uptime for the DC system for each month of the year is then weighted by the proportional volume of DC system trips beginning or ending for the year.

(d) The contractor shall propose the level of uptime that can be achieved, over and above the baseline standard in paragraph (c).

(e) *Submitting data for establishing the incentive fee eligibility.*

(1) Within 60 days after the end of the year in which the Contractor has completed _____ (see Note 1), the Contractor shall submit the following data:

(i) A spreadsheet showing each DC bikeshare station, by month:

A Total full and empty time (in minutes)

B Total time that the station was deployed (in minutes)

C Total trips beginning and ending

D Average uptime per month, weighted by each station’s trips beginning and ending as a proportion of the entire DC system’s trips beginning and ending

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(ii) A calculated average for the entire year, where each month's total (described in (i)D above) is weighted by the each month's trips beginning and ending as a proportion of the entire DC system's trips beginning and ending for the year.

(iii) Where the Contract Administrator agrees that the Contractor is relieved of their responsibility of 'rebalancing' bicycles, either for a period of time system wide, or at a particular station, the Contractor shall exclude these such data from the calculations described in (i)D above, and note them separately for verification by the CONTRACT ADMINISTRATOR.

None of the previous relieves the contractor from their requirement in section XX above to ensure that no station remains full or empty for over two hours.