



**SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS 18-04**

**FOR**

**DOCKLESS BIKE SHARE PROVIDER**

**Due Date:** To be received than no later than  
**11:00 a.m. (PST) on November 1, 2018**

**RFP NO. 18-04**  
**TABLE OF CONTENTS**

<b>Section</b>	<b>Title</b>	<b>Page No.</b>
1.	Introduction	1
2.	Objective	1
3	Scope of Work	2
4.	RFP Timeline	2
5.	Submittal Requirements	3
6.	Selection Process	7
7.	Submittal Instructions	8
8.	Questions	9
9.	Additional Terms & Conditions	9
10.	Appeal Procedure	10

**APPENDICES:**

- Appendix A - SGVCOG Strategic Plan
- Appendix B - Scope of Work
- Appendix C - Sample Service Provider Agreement

## 1. INTRODUCTION

The San Gabriel Valley Council of Governments (SGVCOG) was awarded by the California Transportation Commission a Greenhouse Gas Reduction Fund Grant to expand bike share throughout the San Gabriel Valley. This grant will fund 840 bikes in the following participating cities:

1. Arcadia
2. Covina
3. Duarte
4. El Monte
5. La Verne
6. Monterey Park
7. Pomona
8. San Dimas
9. South El Monte
10. Pasadena

The participating cities have come together to encourage bikeshare opportunities for and across their municipalities and have pledged their commitment. For additional information about the SGVCOG, please visit [www.sgvkog.org](http://www.sgvkog.org).

## 2. OBJECTIVE

The SGVCOG, on behalf of the participating cities, is inviting proposals from qualified companies and teams, known herein as the Provider. The purpose of this RFP is to select a Provider who is interested in providing design, marketing, operation, maintenance and financial and business management of a bike share system. The agreement period for these services shall be three years, with the option to extend for up to two (2) additional, two-year terms, to be exercised at SGVCOG's sole discretion.

The SGVCOG's goals for the dockless bike share program are to:

1. Decrease drive alone trips and increase the share of bicycling trips within the San Gabriel Valley.
2. Promote and encourage bicycling as a safe and sustainable mode of transportation for short local trips, including one-way trips.
3. Expand low-cost transportation options.

Responsive proposals must address the required elements presented in this RFP. However, SGVCOG does not seek to limit the creativity of the respondents. Therefore, respondents are encouraged to propose innovative business models, additional opportunities and technology advances as part of their proposal.

The program will encompass the participating cities identified above and bicycles will be permitted to be parked in the public right-of-way. The program will consist of 840 non-electric bicycles. The addition of more bicycles will be evaluated as the program progresses and may be allowed during the contract period, at the discretion of SGVCOG. Bike share rentals should be available on-demand, 24 hours a day, seven days a week, through a range of membership options.

The selected Provider will be responsible for all aspects of the dockless bike share program, including system planning, any necessary permitting, design, equipment purchases, construction/installation, pre-launch and ongoing marketing, operations and maintenance, ongoing customer services, financial transaction handling, dispute resolution, and evaluation and reporting.

The SGVCOG seeks a Provider to provide these services at no cost to the SGVCOG, and who will bear the financial responsibilities identified in the Scope of Work.

### **3. SCOPE OF WORK**

The attached Scope of Work (Appendix B) identifies the requirements and constraints of the proposed dockless bike share program for the SGVCOG.

The Provider will be expected to take on all liability for the program and fully indemnify the SGVCOG and the participating cities.

The Scope of Work addresses the following areas:

- Parking Requirements
- Data and Reporting
- Operations and Maintenance
- Financial Plan

### **4. RFP TIMELINE**

SGVCOG reserves the right to alter the following schedule as necessary:

RFP Issued	October 8, 2018
Deadline for Written Questions	October 24, 2018 by 5:00 p.m. (PST)
Proposals Due	November 1, 2018 by 11:00 a.m. (PST)
Interviews/Bicycle Testing	November 15, 2018
Announcement of Top Ranked Provider	November 16, 2018
Committee Approval	December 17, 2018
Bike Share Services Launched	Early 2019

## 5. SUBMITTAL REQUIREMENTS

Proposals should be no more than 30 pages (excluding attachments) and include all of the following sections, in the ensuing order:

### A. Cover Letter

Cover letter shall be addressed to Nathan Bocanegra, Contracts Manager and at a minimum, must contain the following:

- i. Identification of person within the Provider's firm that has authority to negotiate with SGVCOG and to execute on behalf of Provider any agreement that may result from such negotiations. Identification shall include legal name of company, corporate address, telephone number. Include name, title, address, telephone number and email address of the individual who will be responsible for any negotiations with SGVCOG and any contact person for Provider during the period of proposal evaluation.
- ii. Identification of all proposed subcontractors including legal name of company, address and contact person [RESPONSIVENESS ITEM].
- iii. Acknowledgement that Provider is obligated by any and all RFP addenda [RESPONSIVENESS ITEM].
- iv. A statement to the effect that the proposal submitted shall remain valid of a period of not less than one hundred eighty (180) days from the date of submittal [RESPONSIVENESS ITEM].
- v. Acknowledge acceptance of the terms and conditions contained in Appendix C – Service Provider Agreement or state objections to specific parts of Appendix C.
- vi. Signature of a person authorized to bind Provider to the terms of the RFP [RESPONSIVENESS ITEM].
- vii. Signed statement attesting that all information submitted with the proposal is true and correct.
- viii. The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the proposal.

**B. Understanding and Approach**

- a. Provide a statement demonstrating the company's understanding and approach operating dockless bike share in San Gabriel Valley, including its understanding of and approach to addressing the SGVCOG's key issues including Disadvantaged Communities.

**C. Overview of Company, Qualifications and Experience**

- a. Provide an overview of the company and describe its experience providing the services, especially in the United States.
- b. List each bike share program or system that the company has successfully launched and operated in the U.S., including the current status (active/inactive), how long services have been in place, number of bikes in the fleet, and square miles of the services area.
- c. Provide an organizational chart and resumes for key project personnel that will work on the project.
- d. Describe the experience of key personnel with public and stakeholder engagement and municipal government interactions, as part of the bikeshare system launch/operations or other projects.
- e. Describe where key firm functions are physically located, including bicycle storage and maintenance, customer service, and data/evaluation.

**D. Description of Equipment**

- a. Provide an overview of the proposed bicycle equipment, and any products to be used for bike parking (paint, stencils, decals, etc). Include information on safety features and what state and federal standards they meet, vandalism/theft resistance, accessibility to a wide range of users and other relevant parameters.
- b. Describe the weight, materials, and design features of the bicycles.
- c. Describe the expected life of the bicycles and replacement schedule.
- d. If different generations of bicycles will be deployed in San Gabriel Valley, describe each one and what percentage each generation will be of the fleet upon program launch.
- e. Describe any physical bicycle parking features that will be needed for successful systems operations.

**E. Description of Program Operations**

- a. Describe how the proposed program will operate and describe how and where users will leave/lock bicycles at the end of the trips.
- b. Describe in detail how maintenance and rebalancing will be accomplished.

- c. Describe resources that will be available to resolve customer service complaints and payment disputes, including which resources/channels will be available during normal business hours and which will be available during evenings and weekends.
- d. State the number of personnel and the full time equivalent (FTE) for the staff that will work in field operations.
- e. Describe step-by-step how the public can sign-up to use the bikes, check out and check in bikes. Provide screenshots or mockups of program website and smartphone apps as applicable.
- f. Describe options, if any, for payment by users without credit cards or bank accounts, and users without smart phones.

**F. Estimated Program Demand**

- a. Describe the ideal number of bicycles for the program. Describe how the proposed system size is appropriate for the SGVCOG and its participating cities land use context, density and trip generators/attractors.
- b. Describe how many trips per day would be anticipated.

**G. Strategy for Bicycle Parking**

- a. Propose a comprehensive strategy for ensuring that a very high percentage of bicycles will be parked legally and responsibly at any time, minimizing the negative impacts of pedestrians, transit riders, private property owners, SGVCOG and the participating cities. The strategy should be multi-faceted and could include existing or new technology, user incentives/disincentives, education, restrictions on parking areas (and in which types of locations). The strategy must include use of geo-fencing to encourage/enforce legal bike parking. The strategy must also include section on zones would be selected and marked (i.e. paint, decals, etc), and may include areas prohibited for parking.
- b. Propose a performance target for the percentage of bikes that will be parked correctly, on average in a month.
- c. Describe any expectations of what the SGVCOG, at its own discretion, would provide to support the parking strategy.

**H. Strategy for Safety Program**

Describe a comprehensive strategy to encourage helmet use by youth and safe bicycle by all. The strategy should be multi-faceted, using in-app features, visual reminders and queues, giveaways, incentives/disincentives, etc. Include how many helmets will be distributed and what amount of funding will be provided to support bicycle safety education for youth and adults.

**I. Pricing and Membership Operations**

- a. Describe proposed pricing for individual rides and membership packages, if any. Provide a schedule of any membership fees and penalties.
- b. Describe the discounts to be offered and to whom they will be offered.
- c. Describe how, if at all, cash payments could be made, for those without credit/debit cards.
- d. Describe planned integration with regional fare payment systems or integrated fare discounts.

**J. Program Marketing and Public Education**

- a. Describe proposed marketing and public education efforts including use of traditional media, social media, community meetings/open houses, partnership with local employers and community organizations and any other techniques. Marketing and public education should include information about availability of bike sharing and about how to safely, legally and properly check out, use and check-in bicycles and should be disseminated prior to and after system launch.
- b. Describe how the Provider will collaborate with stakeholders and partners, such as transit agencies and business associations, both before and after the program is launched, to ensure a smooth launch and ongoing operations.

**K. Key Performance Indicators and Performance Targets**

- a. Propose Key Performance Indicators (KPIs) and performance targets (numeric service levels that will be use to evaluate performance during program operations) for each KPI. At a minimum, KPIs should cover the following areas:
- b. Customer services responsiveness – average response time to resolve complaint/concern, and number of complaints with more than 24 hour response time.
- c. Bicycle Parking – average percentage of bicycles parked responsibly, average number of complaints about parking.
- d. Rebalancing – frequency of rebalancing bicycles, maximum time bikes will be allowed in place before moved.
- e. Maintenance – in-service availability of bicycles, and frequency type of inspections.
- f. Helmet usage – number distributed.
- g. Website, app, and telephone hotline time online.
- h. Ridership/utilization – average number of users per day, number of unique riders.

**L. Reporting Systems**

Describe how real-time data on usage and complaints/service call will be provided to the SGVCOG, including screen shots of any data dashboards. For more details on requirements, see Scope of Work.



**M. Business Financial Plan**

Provide materials about the Provide that are sufficient to show financial viability of the company through at least the next three years. Describe contingencies and financial resources available to ensure continue program operations if revenues are lower than anticipated in a particular month or quarter.

**N. User Agreement**

Provide a copy of the current User Agreement that users must review and acknowledge as part of program enrollment. Identify any changes that the Provider proposes for the SGVCOG project.

**O. Data Security Policy**

- a. Describe systems that will be used to store sensitive user data, including protocols to protect privacy and prevent data breaches. Describe procedures for anonymization as part of open data.
- b. Describe if and how user information could be shared with local law enforcement, if bike share bicycles are involved in a crime.

**P. References**

Provide a list of at least three references from other U.S. municipal dockless bike share systems, including name, title, phone and email address. Include a short description of services offered in each municipality, dates of program service and marketing name, if different from company name.

**Q. Agreement and Scope of Work**

- a. Provide statement that the Provide has read through and can meet all requirements in the Scope of Work, or alternatively, list those requirements (by number) that the Provide would request changing and describe the proposed change. Not being able to meet all requirements will not be disqualifying, but will impact the scoring of the proposal.
- b. The Provider may also offer any innovations/enhancements to the levels of services in the Scope of Work, clearly indicating what would be modified and how this would be a benefit to the program.

**6. SELECTION PROCESS**

Following proposal submission, SGVCOG staff will review all timely proposals to ensure that they are responsive to all RFP requirements. An evaluation committee comprised of SGVOG staff and the participating entities will review all proposals and may develop a shortlist of firms to interview. All key members of the Provider team including Project Manager and Operations Manager should be present in person at the interview. The SGVCOG may request two to three bicycles to test out.

The proposal score, combined with the interview score, if any, and references, will be used to select a top-ranked Provider. The SGVCOG will not be obligated to accept a proposal, but will make in the best interests of the SGVCOG after all proposals have been evaluated.

The SGVCOG will review and evaluate all proposals using the following criteria:

#### Evaluation Criteria

Qualifications and breadth of experience, knowledge and financial stability in successfully operating a dockless bikeshare system, including key personnel. Ability to meeting SGVCOG Scope of Work and Agreement requirements.	25
Understanding of, and approach to, providing services in the San Gabriel Valley, including addressing key issues of bicycle parking and services to Disadvantaged Communities (DAC)	20
Demonstration of innovative business models, technology advances and tested approaches	15
Demonstrated success in working collaboratively with municipalities	15
Bicycle safety and convenience features	15
Demonstrated success in data access and reporting and security	10
<b>TOTAL</b>	<b>100</b>

#### 7. SUBMITTAL INSTRUCTIONS

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Each provider shall submit one (1) original (unbounded) and five (5) copies (bounded) and one (1) copy on a disc or flash drive in a sealed envelope with a return address, including business name, **no later than 11:00 a.m. (PST), November 1, 2018** to the following address:

San Gabriel Valley Council of Governments  
4900 Rivergrade Road, Suite A120  
Irwindale, CA 91706  
Attention: Nathan Bocanegra, Contracts Manager

RFP No. 18-04: Dockless Bike Share Provider  
DO NOT OPEN WITH REGULAR MAIL

## 8. QUESTIONS

All questions regarding the RFP must be submitted in writing and submitted via SGVCOG's online bidding system, [www.theaceproject.org/contract.php](http://www.theaceproject.org/contract.php) no later than **5:00 p.m. (PST) October 24, 2018**. No other questions will be received after the deadline. Only written inquiries transmitted online will be considered. All questions and answers will be posted on SGVCOG's online bidding system, [www.theaceproject.org/contract.php](http://www.theaceproject.org/contract.php).

Under no circumstances should prospective providers, discuss with, or inquire of any SGVCOG employees, city employees or elected officials including the SGVCOG Board and Capital Projects and Construction Committee members on any matter relating to this solicitation.

## 9. ADDITIONAL TERMS AND CONDITIONS

### A. Nondiscrimination

The SGVCOG will not discriminate against any interested individual, firm or Proposer on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

### B. SGVCOG's Right to Modify RFP

The SGVCOG reserves the right at its sole discretion to modify this RFP (including but not limited to the requirements and or the selection criteria) should the SGVCOG deem that it is in the best interests to do so. Any changes to the proposal requirements will be made by written addendum posted on SGVCOG's online bidding system, [www.theaceproject.org/contract.php](http://www.theaceproject.org/contract.php). The failure of a Proposer to ready any addenda shall have no effect on the validity of such modification.

### C. SGVCOG's Right to Cancel RFP

The SGVCOG reserves the right at its sole discretion to cancel this RFP in part or its entirety should the SGVCOG deem that it is in the SGVCOG's best interests to do so.

### D. SGVCOG's Right to Extend RFP Deadlines

The SGVCOG reserves the right to extend any of the deadlines listed in this RFP by written addenda should the SGVCOG deem that it is in the best interests to do so.

**E. Costs of Proposals**

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

**F. Liability for Proposal Errors**

Proposers are liable for all errors and omissions contained in their Proposals.

**G. Permits and Licenses**

Proposers, at their sole expense and at the appropriate time, shall obtain and maintain all appropriate permits, certificates and licenses including, but not limited to, a City business license(s), which will be required in connection with their Proposal.

**10. APPEAL PROCEDURE**

SGVCOG has prepared written protest procedures that are applicable to its solicitations and a copy of the procedures may be obtained by contacting the SGVCOG Nathan Bocanegra identified in this RFP.

## LEGISLATIVE & REGULATORY ADVOCACY



### Goal:

Advocate for San Gabriel Valley priorities and interests on the County-wide, State and Federal level.

### Key Actions:

- Form a Legislative Committee to track and comment on legislation related to key initiatives (i.e. stormwater, transportation, and homelessness)



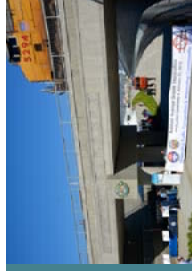
## HOMELESSNESS

### Goal:

Serve as a clearinghouse to member agencies for resources related to homelessness and advocate for resources to address homelessness in the San Gabriel Valley.

### Key Actions:

- Educate city staff and elected officials on issues related to homelessness.
- Develop consensus on regional strategies to address homelessness and assist regional partners in identifying funding to implement these strategies.
- Re-constitute Housing Committee to focus on Homelessness.



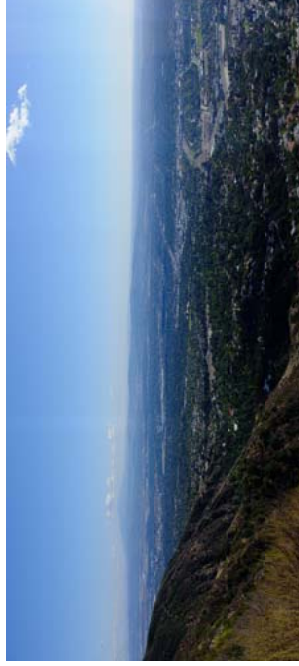
## LARGE CAPITAL TRANSPORTATION PROJECTS

### Goal:

Ensure the timely implementation of regional priority transportation projects.

### Key Actions:

- Advocate for increased subregional discretion regarding Measure R2 funding.
- Advocate on County-wide, Regional, State and Federal level for SGVCOG priority projects.
- Identify options and strategies to ensure timely implementation of projects.



### Contact Us:

**Phone:**  
626-457-1800

**Email:**  
[sgv@sgvcog.org](mailto:sgv@sgvcog.org)

**Address:**  
1000 S. Fremont Ave.,  
Unit 42; Bldg A-10N, Suite 10-210;  
Alhambra, CA 91803



San Gabriel Valley Council of Governments



# SGVCOG

## Strategic Plan Update

## OUR MISSION

The SGVCOG is a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley.

## OUR VISION

The San Gabriel Valley Council of Governments will be recognized as a leader in advocating for and achieving sustainable solutions for transportation, housing, economic growth, and the environment.

## OUR VALUES

- Reflecting the Diversity of our Member Agencies
- Accountability
- Mutual Respect
- Integrity
- Unity of Common Goals & Objectives
- Collaboration
- Fiscal Responsibility
- Transparency
- Being Proactive and Results -Oriented
- Creativity

The SGVCOG Mission, Vision and Core Values were reaffirmed by the SGVCOG Governing Board on October 17, 2013 and accepted as part of the FY 2016-17 update effort.

The Strategic Plan is intended to improve the organization and its operations and refocus the activities of the SGVCOG to best meet the needs of its the member agencies.

The latest update to the SGVCOG's Strategic Plan was adopted by the SGVCOG Governing Board on April 21, 2016. It was developed using a collaborative process that engaged all of the SGVCOG's member agencies. The Strategic Plan builds off the SGVCOG's existing mission, vision and core values and identifies five key initiatives for FY 16-17 as follows:

- Water Quality & Stormwater;
- Active Transportation;
- Legislative Advocacy;
- Homelessness; and
- Large Capital Transportation Projects

Each initiative identifies overarching goals as well as specific actions to be completed in the coming year. The Strategic Plan is intended to be specific enough to allow the SGVCOG to assess progress and identify successes and challenges, while at the same time be flexible enough to allow the SGVCOG to adjust its action giving changing external and internal circumstances.

Staff will regularly report to the Governing Board on progress, and identify and request additional resources as needed to reach the goals identified in the Strategic Plan.

## KEY INITIATIVES

### WATER QUALITY & STORMWATER

#### Goal:

Assist cities in addressing stormwater MS-4 permit requirements, with an emphasis on securing long-term funding and identifying regional solutions.

#### Key Actions:

- Educate elected officials, city staff and the public on MS-4 permit requirements.
- Develop a policy position and advocate for regulatory and legislative solutions that assist cities in meeting requirements, including long-term funding, extended timing, and additional assistance and/or modifications to the permit.

### ACTIVE TRANSPORTATION

#### Goal:

Create a regional active transportation network that increases safety for bicyclists and pedestrians and enhances access to transit.

#### Key Actions:

- Identify, assist in securing funding for, and identify an agency or agencies to implement projects that advance the COG's active transportation priorities: Greenway Network; Complete Streets Network; and First-Mile Last-Mile Improvements.
- Secure funding for and implement regional bike share program and education/encouragement programs.



### Scope of Work

The San Gabriel Valley Council of Governments (SGVCOG) desires to engage a qualified firm to provide services for implementing, operating and maintaining a highly successful and financially self-sustaining regional automated bike share system. At a minimum, the system must include 840 bicycles. The bike share system should incorporate technology to allow bicycles to be returned at any existing bike rack or identified bike parking location. At least 40% of the bicycles in this fleet must be enabled with pedal-assist or fully electric technology, and at least 420 bicycles in the fleet must serve communities that are identified as Disadvantaged Communities as defined by [CalEnviroscreen](#) or [SB 535](#). Implementation of the system is expected to take place beginning in Spring of 2019. It is expected that the system will launch in phases, with flexibility for proposers to set a timeline of implementation.

The successful firm shall be responsible for site planning and installation of the system at locations on public properties, private properties (including colleges, universities and major employers), parks, in the public right-of-way and at all other proposed locations. Additionally, the successful firm must show, by using supporting data, how their proposal would reduce vehicles miles traveled (VMT) and encourage long-term mode shift from single occupancy vehicles.

#### **List of Participating Cities:**

Pomona, Arcadia, Covina, South El Monte, San Dimas, Duarte, La Verne, Monterey Park, Pasadena, and El Monte

*As described in the scope of work below, the SGVCOG, on behalf of the participating cities, will fund certain expenses related to equipment, infrastructure and program launch. The vendor must agree to operate and maintain the system at no cost to the SGVCOG and/or participating cities. The participating cities will work with the SGVCOG to develop a local ordinance to manage the vendor as an authorized bike share provider within their jurisdiction.*

#### **Scope**

- Vendor must deliver, at a minimum, 840 bicycles to identified communities in the San Gabriel Valley. Proposal should identify an optimized fleet size and cost per bicycle. The SGVCOG reserves the right to fund and award additional bicycles and include additional cities under this contract, if deemed appropriate. At least 40% of the bicycles must be pedal assist or fully electric. Proposal should indicate how users access bicycles (e.g. via a mobile phone app, at specified “mobility hub” locations, etc.) **(Eligible Expense)**.

## APPENDIX B

- Proposal must include a long-term (minimum 36 months) plan for launch, maintenance and operations that addresses the following:
  - **Launch and Pre-Launch (Eligible Expense):** Vendor will be responsible for planning and executing launch events to showcase the system and provide an opportunity for media and community engagement. These events will begin the region wide roll out of the system. Based on coordination with participating cities, the vendor may launch the system in phases. Additionally, vendor will assist with the enrollment of users, coordinate with cities on City-specific launch events, and identify and support additional strategies, such as open streets events, to engage first-time users.
  - **Marketing, Outreach and Education (Ineligible Expense):** Vendor will oversee branding, marketing, membership sales and public relations. Marketing and outreach should, at minimum, focus on the following groups: college and university students, major employers, and transit users. Marketing and outreach materials should incorporate safety information and best practices to minimize accidents, encourage use of helmets and reinforce existing laws. Vendors are encouraged to partner with nonprofit or community-based organizations to outreach to community members to increase participation and support safety messaging. Marketing should also include encouraging potential riders to develop long-term mode-shift behaviors.
  - **Maintenance and Operations:** This includes ongoing reporting, customer service, accounting, complaint resolution and legal issues associated with system.
    - **Bicycle Parking Infrastructure (Eligible Expense):** Vendor will be responsible for installation of additional bike racks, bike corrals, designated parking zones, charging stations, mobility hubs, signage and wayfinding to locate bike infrastructure. For any proposed parking zones and/or mobility hubs, proposal should include details on how designated zones would be selected and marked (i.e. paint, decals, etc), and may include areas prohibited for parking. A mobility hub is defined as a single location (business, university, housing, etc.) where users can rent/return bicycles. Hub locations should encourage multimodal connectivity and reduce travel times. Bike parking placement can be informed and improved by mapping hot spots of demand for walking, biking, and bike share and connections to existing bike lanes and trails.
    - **Bike Parking and Charging Strategy (Eligibility Varies):** Proposal must include a comprehensive strategy for ensuring that a very high percentage of bicycles will be parked legally and responsibly at any time, minimizing the negative impacts to pedestrians, transit riders, and private property



## APPENDIX B

owners. In addition to leveraging additional bicycle parking infrastructure referenced above, the strategy should be multi-faceted and could include existing or new technology, user incentives/disincentives, education, restrictions on parking areas (and in which types of locations). The strategy may include the use of geo-fencing to encourage/enforce legal bike parking. If any proposed technology is not yet available, provide a date by which it would be launched. Vendor Bike Parking Strategy should ensure at least 90% of bicycles not in use are available for rental, and are parked in compliance with the parking strategy at all times. The eligibility of the expenses will vary based on their nature. Any up-front infrastructure costs, such as geo-fencing technology, sensors, etc, are eligible as well as any initial education and marketing included as a part of launch activities. Any ongoing labor, marketing, pricing incentives or other expenses incurred after launch are ineligible for reimbursement. Additionally, the vendor can propose charging infrastructure for pedal assist / electric bikes. This would be an eligible expense.

- **Ongoing Maintenance Plan (Ineligible Expense):** Vendor must identify a plan to ensure ongoing, regular maintenance of all bicycles. Maintenance includes, but is not limited to, repair and lifecycle replacement of entire system and all components to ensure safe and usable bikes. Additionally, vendor must identify a strategy to ensure that a high percentage (>90%) of pedal-assist and/or fully electric bicycles available for rental are charged.
- **Ongoing Operations Plan (Ineligible Expense):** Utilizing fully-informed data-driven recommendations, vendor shall work with participating communities to identify bike share priority service zones. The operations plan will address re-balancing of the bikes, incorporating system equity to ensure stations are accessible to a broad cross section of the community. In particular, the vendor should identify how their proposed plan addresses first-last mile connectivity with transit, while concurrently ensuring that their product will not hinder or otherwise add a barrier to access or capacity on local transit. Vendors must also identify and implement unique and innovative approaches in their plan to ensure bicycles do not become a public nuisance.
- **Benefit to Disadvantaged Communities (DAC):** Per the terms of the funding source, at least 420 bicycles must be intended to serve Disadvantaged Communities as defined by [CalEnviroscreen](#) or [SB 535](#). The Vendor operations plan and placement strategy must describe how the bikes will serve the DAC's within the participating communities.

## APPENDIX B

- **Ensuring User Privacy and Data-Sharing to Public Agencies:** Vendor must agree to cooperate with the SGVCOG and participating cities in the collection and analysis of aggregated operations and usage data. Additionally, the vendor must describe what reasonable precautions will be taken to ensure user privacy and encryption of financial data. Requirements related to the sale of data will be negotiated during the contracting phase.
- **Financial Plan:** Proposal must describe how the bike share system will be financially sustained without public funds, including an identification of sponsorships (if applicable) and detailed ridership fee information.

### RFP Evaluation Criteria

- **Proposer's Expertise, Experience, and Innovation (25%):**
  - Experience in developing and operating similar bike share systems for cities, or institutional partners, including launch, marketing, and outreach. Proposal should specifically identify experience in operating multijurisdictional systems.
  - Ability to maintain a system in a state of good repair for routine and non-routine needs of bikes and station areas
  - References from municipal or institutional clients; minimum 3 references.
  - Proposal should include ridership data for any existing systems.
  - Qualifications of key personnel and roles.
  - Demonstrated ability to achieve mode share shift.
  - Proposal identifies unique or innovative strategies to address issues identified with existing bike share systems (public nuisance/ infringement in public ROW, low ridership, high maintenance and operations costs).
- **Quality of Equipment & Software (15%):**
  - Demonstrate reliability, quality of installation, and quality of equipment as demonstrated in existing systems in operation.
  - Ability to meet all "required" elements listed in Table 3 - Bicycle Elements.
  - Ability to acquire high quality equipment with enough stock to serve all participating cities and mechanisms for the SGVCOG and participating cities to monitor the quality of user experience and enhance the system as needed over time.
- **Maintenance and Operations Plan (30%)**
  - Ability to address elements identified in Scope of Work and meet Performance Metrics identified in Table 2 – Performance Metrics.
- **Cost (30%):** The Cost Proposal shall include costs listed as eligible in Table 1 – Task Funding Expense Eligibility. Proposal must clearly identify cost per bicycle (standard, pedal-assist and fully electric).

## APPENDIX B

**Table 1 – Task Funding Expense Eligibility**

Task	Funding
Bicycles/ebikes	Eligible Expense
Launch and pre-launch activities	Eligible Expense
Marketing, outreach and education	Ineligible Expense
<i>Maintenance and Operations</i>	
Bicycle Parking Infrastructure	Eligible Expense
Bike Parking Strategy	Varies (See above)
Ongoing Maintenance	Ineligible Expense
Ongoing Operations	Ineligible Expense
Benefit to Disadvantaged Communities	N/A
User Privacy and Data-Sharing	N/A
Financial Plan	N/A

**Table 2 - Performance Metrics**

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	App/ reservation system fully operational	Uptime reporting	99.5% uptime.	Any given point in time/Quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving the following communities: <ul style="list-style-type: none"> <li>List Once Confirmed</li> </ul>	Any given point in time/Monthly
Bicycles in service (In working order)	Bikes in service	Daily uptime reports	Deploy and maintain a minimum of 840 bicycles (including at least 40% pedal assist and/or fully electric) in service in any calendar month. Bicycles	Any given point in time/Quarterly

## APPENDIX B

			will be phased into deployment over a 6 week period and can be increased based on usage and demand. Vendor will inspect and perform maintenance on all bicycles at least monthly or every 200 miles, whichever is less, to ensure a minimum of 97% of bicycles are available for public use at all times, and a minimum of 90% of all pedal assist and/or fully electric bikes should be at least 50% of full charge when available for rental. Vendor may propose short-term and long-term rental options (i.e. hourly, daily, and weekly rental options)	
Report Responsiveness	Response time to non-working bicycles, improper bicycle parking, graffiti / other damage on bicycles or other complaints communicated to Customer Service	Time relative to report logs	All reports will be resolved within two (2) hours during business hours between 8am to 8pm, Monday through Friday except for State and Federal holidays. For any reports outside of business hours, issues must be resolved within two hours (2) of start of next business hours.	Any given point in time/Quarterly
Data Reporting	Real-time data on usage	Aggregate data reports, data dashboards, and mapping	Vendor shall develop and maintain a data “dashboard” that is available to the City and the SGVCOG 24-hours a day, 7 days a week, with real time data, at a minimum the following will be included: <ul style="list-style-type: none"> <li>• Total bicycle trips</li> </ul>	Any given point in time/Monthly

## APPENDIX B

			<ul style="list-style-type: none"> <li>• Avg. number of daily riders</li> <li>• Avg. distance of rides</li> <li>• Pick-up and drop-off heat maps</li> <li>• Trip route heat maps</li> <li>• Location of parked bikes</li> <li>• Avg. duration of trips</li> <li>• Unique riders per week</li> </ul>	
Bicycle Parking	Implementation of bicycle strategy to ensure that bicycles are not blocking ADA access or right-of-way. Minimized nuisance parking. This could also mean the implementation of a mobility hub for parking, charging and rental.	Reported complaints and maps of designated parking locations compared to available bikes within the location.	Vendor shall ensure that at least 90% of bicycles are parked in compliance with the agreed upon parking strategy at all times. For pedal assist and fully electric bicycles, parking locations must have charging infrastructure, at the location it is returned to, or vendor must provide a mode for easy self-serve charging.	Any given point in time/Monthly

**Table 3 - Bicycle Elements**

### *Required Elements*

- Lighting and reflector system (include rear and front light and meeting California Vehicle code requirements for bicycles ridden at night)
- Puncture resistant tires
- Reliable and intuitive braking system
- One size to fit majority of adult population with seat-only adjustment
- Theft and tamper resistant
- Cargo capacity for up to twenty pounds
- Equipped with GPS tracking devices or equivalent
- Bike with a chain-guard and multiple gears (3 or more)
- Easy to operate: easy to mount and to hold in stopped position
- Kickstand or other device to allow the bicycle to be supported upright

## **APPENDIX B**

- Equipped with sensors on bikes to diagnose and self-report mechanical problems
- Front or rear basket

### *Desired Elements*

- Corrosion resistant material with rust-proof external parts
- Chainless bike
- Light weight (less than 35 pounds)
- Comfortable seat with an upright riding position allowing for confident riding in traffic
- Record of reliable operation under similar regional bikeshare system conditions
- Easily adjustable seat that resists movement after adjustment
- Lighting system that remains on when the bicycle is not in motion (i.e., stopped at an intersection)

### **Pedal Assist and Fully Electric Bicycle Elements**

#### *Required Elements*

- User interface panel that lets riders know their speed and battery charge level.
- Capped speed of 20MPH (Type I or Type II)
- 40+ mile range on a single charge
- 15-20 mile range for fully electric bicycles

#### *Desired Elements*

- Optional on/off drive system
- Solar Charging

**SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the San Gabriel Valley Council of Governments (the "SGVCOG"), and \_\_\_\_\_ (the "Provider") to provide Bike Share Program for the SGVCOG and its participating cities.

**1. TERM:**

The term of this Agreement shall commence on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, and shall terminate on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to two (2) additional years, at the sole discretion of the SGVCOG, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. This Agreement may be amended by mutual agreement of the Parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the Parties.

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the SGVCOG to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

There is no monetary compensation for the program services under this Agreement. In the event valid services are performed by the Provider during this Agreement, the SGVCOG shall compensate Provider for such services. The Provider shall obtain written approval from the SGVCOG prior to performing such work.

As soon as practical after the first day of each calendar month, but in no event later than the fifteenth (15th) of the month, Provider shall furnish to SGVCOG an original invoice. The invoice shall identify all compensation due to the Provider by SGVCOG for services performed in the previous month. Each original invoice shall also include sufficient supporting materials to enable SGVCOG to confirm that all claimed services have been properly completed and costs incurred as claimed by Provider. SGVCOG shall endeavor to pay the amount due Provider in full within thirty (30) days after receipt of invoice.

**4. TIME IS OF THE ESSENCE:**

Provider and SGVCOG agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the SGVCOG.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the SGVCOG to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from the SGVCOG to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**8. NON-DISCRIMINATION:**

Consistent with the SGVCOG's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a SGVCOG employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

Provider shall defend, pay, indemnify and hold harmless the SGVCOG, participating cities, its officers, officials, employees, agents, invitees, and volunteers (collectively "SGVCOG Indemnitees") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:

1. Any occurrence upon, at or from participating cities' Right of Way or City Parks or occasioned wholly or in part by the entry, use or presence upon participating cities' Right of Way or City Parks by Provider or by anyone making use of participating cities' Right of Way or City Parks at the invitation or sufferance of Provider, except such loss or damage which was caused by the sole negligence or willful misconduct of



- participating cities.
2. Use of Provider's bicycles by any individual, regardless of whether such use was with or without the permission of Provider, including claims by users of the bicycles or third parties.

Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. CONDITION OF PARTICIPATING CITIES RIGHT OF WAY:**

The SGVCOG makes the public right of way and City Parks available to Provider in an "AS IS" and "WITH ALL FAULTS" condition. SGVCOG makes no representations or warranties concerning the condition of the public way and City Parks or its suitability for use by Provider or its customers, and assumes no duty to warn either Provider or its customers concerning conditions that exist now or may arise in the future.

SGVCOG assumes no liability for loss or damage to Provider's bicycles or other property. Provider agrees that the SGVCOG is not responsible for providing security at any location where Provider's bicycles are stored or located, and Provider hereby waives any claim against the SGVCOG in the event Provider's bicycles or other property are lost or damaged.

**11. INSURANCE:**

On or before the commencement of the terms of this Agreement, Provider shall furnish the SGVCOG's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 11 A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the SGVCOG. Attention: Risk Manager."

It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the SGVCOG and licensed to do insurance business in the State of California. Endorsements naming the SGVCOG, participating cities, its City Council, boards, committee, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

**A. COVERAGE:**

Provider shall maintain the following insurance coverage:

- (1) Workers' Compensation:  
Statutory coverage as required by the State of California.
- (2) Liability:

Commercial general liability and Right of Way damage coverage in the following minimum limits:

Bodily Injury:                      \$2,000,000 each occurrence  
   \$2,000,000 aggregate - all other

Property Damage:                \$2,000,000 each occurrence  
   \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3)    Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                      \$1,000,000 each occurrence  
Property Damage:                \$1,000,000 each occurrence

or

Combined Single Limit:        \$2,000,000 each occurrence

B.    SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to SGVCOG, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or SGVCOG with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against SGVCOG by virtue of the payment of any loss under such insurance.

C.    FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, SGVCOG shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D.    ADDITIONAL INSURED:

SGVCOG, Participating Cities, its City Council, boards, committee, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to

which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by the SGVCOG are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

F. **CASH BOND:**

Provider shall provide a cash bond of \$50/bicycle, with a set maximum of \$15,000, and be replenished should the bond drop below \$10,000. The form of the bond shall be approved by the SGVCOG. These funds shall be accessible to the SGVCOG for future public property repair and maintenance costs that may be incurred; for removing and storing bicycles improperly parked; or for promptly removing, repurposing or recycling bicycles if Provider is not present to remove bicycles if this Agreement is terminated. If the Provider increases the size of their bicycle fleet, the cash bond shall be adjusted appropriately before deploying additional bicycles.

**12. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**13. PROHIBITION AGAINST TRANSFERS:**

Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the SGVCOG. Provider shall submit a written request for consent to transfer to the SGVCOG at least thirty (30) days in advance of the desired transfer. The SGVCOG may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the SGVCOG under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or

syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**14. APPROVAL OF SUB-PROVIDERS:**

Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the SGVCOG, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the SGVCOG at least five (5) days in advance. The SGVCOG may consent or reject such requests in his/her sole and absolute discretion.

Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

The requirements in this Section 14 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**15. PERMITS AND LICENSES:**

Provider at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of participating cities Right of Way and City Parks and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Provider's lawful use or occupancy of participating cities Right of Way or City Parks or any portion thereof, Provider shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement.

**16. REPORTS:**

Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the SGVCOG.

No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the SGVCOG or his/her designee.

Provider shall, at such time and in such form as SGVCOG or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**17. RECORDS:**

Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the SGVCOG that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the SGVCOG or its designees during regular business hours upon reasonable prior notice. The SGVCOG has the right to examine and audit the Records, and to make copies or transcripts thereof as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the Records is necessary due to concerns raised by SGVCOG preliminary examination or audit of records, and the SGVCOG supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the SGVCOG for all reasonable costs and expenses associated with the supplemental examination or audit.

**18. NOTICES:**

All notices shall be in writing and delivered: (1) by hand; or (2) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (3) sent by overnight or same day courier service at the party's respective address listed in this Section.

Each notice shall be deemed to have been received on the earlier to occur of: actual delivery or the date on which delivery is refused; or three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and SGVCOG holidays excepted).

Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

All notices, demands, requests, or approvals from Provider to SGVCOG shall be addressed to the SGVCOG at:

SGVCOG  
4900 Rivergrade Road, Suite A120  
Irwindale, CA 91706  
ATTENTION: Chief Engineer  
Ph: (626) 962-9292 / Fax: (626) 962-3552

All notices, demands, requests, or approvals from SGVCOG to Provider shall be addressed to Provider at:

[Provider Name]  
[Department]  
[Address]  
[City, State, zip]  
ATTENTION: [Title]  
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

**19. SAFETY:**

The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

The Provider will immediately notify the SGVCOG within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the SGVCOG a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (1) name and address of injured or deceased person(s); (2) name and address of Provider's employee(s) involved in the incident; (3) name and address of Provider's liability insurance carrier; (4) a detailed description of the incident; and (5) a police report.

**20. TERMINATION:**

This Agreement may be terminated prior to the expiration date set forth in Section 1, above, upon the occurrence of any of the following conditions:

- 1) Upon delivery of at least thirty (30) days' prior written notice from SGVCOG to Provider terminating this Agreement for any reason, or for no reason, or if circumstances pose a serious threat to public health or safety, the Agreement may be terminated immediately.
- 2) An attempt by Provider to transfer or assign this Agreement.

Provider shall not terminate this Agreement without first giving at least thirty (30) days'

written notice of plans for termination.

Upon the effective date of termination of this Agreement by either Party, Provider shall, at its sole cost and expense, immediately remove all bicycles from the SGVCOG and restore all participating cities Right of Way and City Parks to the condition of the participating cities Right of Way and City Parks at the Commencement Date of this Agreement.

**21. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the SGVCOG Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the SGVCOG Attorney's services were rendered who practice in Los Angeles County in law firms with approximately the same number of attorneys as employed by the SGVCOG Attorney's Office.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the SGVCOG which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by SGVCOG.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Los Angeles, State of California.

**24. WAIVER:**

A waiver by SGVCOG of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both SGVCOG and Provider.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**27. NO JOINT VENTURE:**

Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

**28. COUNTERPARTS:**

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



**29.        SIGNATURES:**

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**PROVIDER**

By\_\_\_\_\_

Title\_\_\_\_\_

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

By\_\_\_\_\_

Title\_\_\_\_\_ Chief Engineer\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Counsel to SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS