



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Updated 3/1/12 (changes highlighted in yellow)
Updated 3/7/12 (changes highlighted in blue)
Updated 3/12/12 (changes highlighted in green)

Request for Proposals
RFP # 2012-005

**Bay Area Regional Bicycle Share
Pilot Project**

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SECTION I – SUMMARY

The Bay Area Air Quality Management District (Air District) serving as the initial "Program Administrator" in partnership with the City and County of San Francisco, San Mateo County Transit District, City of Redwood City, County of San Mateo, and Santa Clara Valley Transportation Authority ("Partners") is seeking proposals from qualified firms to design, build, operate, maintain, manage and publicize a network of publicly available bicycles. The Program Administrator will sign a contract with the selected firm ("Contractor") to implement a pilot Regional Bikeshare System ("System") that will deploy a minimum of 1,000 in the cities of San Jose, Palo Alto, Mountain View, Redwood City and San Francisco for a duration of at least 12 months.

The goal of the pilot is to test and develop a self-funded regional Bikeshare System that complements existing transportation options by providing a convenient option for residents, commuters, and visitors making short trips to and from transit facilities, places of employment and residence, and social and recreational destinations.

Although the primary purpose of this solicitation is to obtain proposals for the pilot

period, the Air District is also seeking proposals that include options for: 1) the future expansion of the System i.e. increasing the number of bicycles and kiosks within the initial participating pilot areas; and 2) increasing the number of participating areas to expand the System to provide service in additional Bay Area communities.

Minority business enterprises, women's business enterprises, veteran's business enterprises, and Certified Green Businesses are encouraged to submit proposals. The Air District also encourages bidders to form teams, if necessary, with service and equipment providers that would serve as sub-contractors to the primary Contractor to adequately address the financial, programmatic, operational, maintenance and promotional aspects of the System.

To respond to this Request for Proposals (RFP), an interested company should submit six hard (6) copies and one (1) electronic copy (in Microsoft Office or Adobe format on a disc) of its proposal to:

Tom Flannigan, Administrative Analyst
Bay Area Air Quality Management District
939 Ellis Street; San Francisco, CA 94109

Proposals must be received by 12:30 p.m. Wednesday, March 21, 2012.

Late proposals will not be considered.

Proposals must address all information requested in this RFP. A proposal may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format.

Any questions regarding this RFP should be directed to Tom Flannigan at: tflannigan@baaqmd.gov.

SECTION II – BACKGROUND

A. Air District Overview

The Air District was created by the California Legislature in 1955 as the first regional agency to deal with air pollution in California. The Air District jurisdiction includes Alameda, Contra Costa, Marin, Napa, Santa Clara, San Francisco, San Mateo, southwestern Solano, and southern Sonoma counties.

The State Legislature originally authorized the Air District to regulate stationary sources of air pollution, such as factories, oil refineries, chemical plants, gasoline stations, and agricultural burning. With more recent legislation, the Air District was granted authority to enact certain transportation and mobile source measures.

The Air District is governed by a twenty-three member Board of Directors, consisting of elected officials, including county supervisors, mayors, and city council members. The chief executive officer of the Air District is the Air Pollution Control Officer (APCO), a position currently held by Jack Broadbent.

In the Bay Area, the transportation sector accounts for more than 50% of criteria pollutants (ROG, NOx, and PM), and more than 40% of greenhouse gas (GHG) emissions. Therefore, significant emissions reductions from the on-road transportation sector are key to helping the Bay Area attain State and Federal ambient air quality

standards. Through this pilot, the Air District and its partners are testing bike sharing's potential to reduce single vehicle occupancy (SOV) miles travelled in order to improve air quality in the region.

B. Regional Bay Area Bicycle Share Program

Definitions

Bike	Bike share bicycle
Bike Share System Equipment	Bikes, docks, computer system, and kiosks
Central Computer System	Computer server, software, database, upgrades, and website; responsible for customer interface, transaction management, data collection and storage (including financial data security), and monitoring the bicycles and docks
Contractor	Provider of bike share equipment, technology, operations, and maintenance. "Contractor" may subcontract portions of the project.
Dock	The place where a single bike is parked and locked, empty or occupied
GUI	Graphical User Interface for the kiosk and website
Kiosk	Unattended, interactive portal at the bike station, where users can sign up, make payment, view other critical information (such as locations of other bike stations, bike availability and empty docks at other bike stations), and check out and return bikes.
Member	Subscriber who registers in advance to use the system (e.g. memberships may be daily, weekly, and annual
Partners	The City and County of San Francisco, San Mateo County Transit District, City of Redwood City, County of San Mateo, and Santa Clara Valley Transportation Authority
Pilot	The period of time during which federal funds are used to pay for equipment and services. The Pilot shall be conducted in the participating cities including San Francisco, Redwood City, Mountain View, Palo Alto, and San Jose and have a minimum duration of at least 12 months. This period may be extended up to 24 months.
Program Administrator	Administrator who contracts with vendor for System. Initially the Air District will serve in this role, but this responsibility may be transferred to a third party.
Station, Bike Station	A cluster of docks and a kiosk
System	Regional Bicycle Share System that allows users access to bicycles in any of the participating areas.
Users	A member or day-use patron

System Description:

The System will be designed to allow users, including subscription-based members and day-use patrons, to easily remove and return bicycles from any Station. Contractor will make available a designated webpage for prospective users to register, select a subscription option, submit credit card or other form of payment data, and execute a user agreement. After registration, members will be able to immediately access a bike from any Station. Subscription options will include annual,

monthly, weekly, single and multi-day options. A web portal will also be accessible at every kiosk station, allowing non-members the opportunity to register on-site and join as a member on a subscription basis or select the single-day use option.

The bicycles will be tamper and vandalism proof and will employ radio-frequency identification smartcards, wireless, and internet technologies to coordinate and track bicycle reservations, pick-up, drop-off, and subscriber information. The system will be designed to track user demand in order to allow Contractor to maintain a balanced distribution of bikes within each host community and the desirable number of bikes and spare parking at each station.

The stations will be designed to negate the need for on-site excavation or construction and will rely on renewable power or batteries to eliminate the need for hardwiring to the electrical grid. The Bike Share System Equipment will be designed to allow for additional equipment to be quickly deployed in the event that additional capacity is needed, redeployed if a station is under-utilized, or removed if the space is need for other purposes.

Additional Pilot System Requirements:

The pilot phase is a federally funded project co-funded by the Air District and its Partners. During the pilot period, 1,000 shared bicycles at approximately 100 stations will be deployed along the peninsula transportation corridor. The pilot period will have a minimum duration of 12 months in each city, although deployment launch dates may be staggered in various project locations. Based on the proposals received the Air District may also choose to extend the pilot term and enter into a contract for a longer duration (e.g. 24 months with options to extend up to five years).

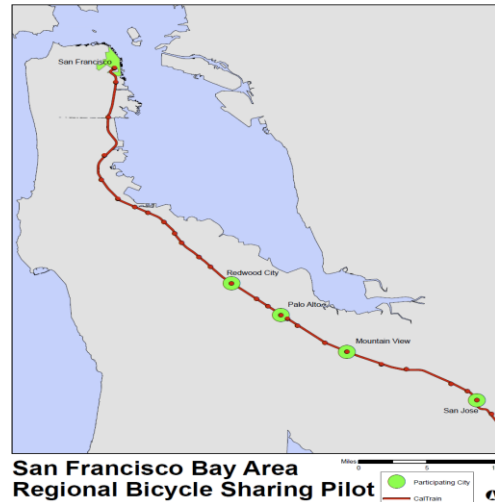
During the pilot period, Contractor will adhere to all Federal, state and local regulations and requirements, including the Buy America provisions. Contractor will cooperate with the Program Administrator and its designees and provide the Program Administrator reports containing data obtained via the technology portion of the system, along with user data obtained through periodic surveys conducted by the Contractor.

The information obtained from the Contractor will be used by the Program Administrator to calculate emissions reduced, and assess market penetration, sustainability and potential for the System to be expanded within the original pilot cities and for expanding service into other Bay Area communities. Among the outcomes of the pilot, the Air District and its Partners will research, test, and evaluate sustainable program financing models. The data will also be evaluated by the Program Administrator and Partners for other impacts and benefits such as any changes in vehicle-miles traveled, peak-hour vehicle trips and air pollution; transit facilitation; and, to the extent feasible, changes in the physical activity of bike share users and users' transportation costs.

Pilot Service Area:

The pilot phase will be conducted in five cities focused at transit station areas located along the Peninsula commuter rail corridor and key activity centers such as major commercial, residential, educational and employment centers. The map to the right displays areas that are participating in the pilot. More information about potential Station locations can be found at the RFP website

(<http://www.baaqmd.gov/Divisions/Administration/RFP-RFQ/Open-RFP-RFQ.aspx>)

**San Francisco**

Approximately 50 stations will be located in San Francisco's employment- and transit rich Downtown/SOMA area between the Financial District, Market Street and the Transbay and Caltrain terminals. This proposed service area is rich in regional transit, encompassing the Caltrain terminal, four BART stations, Ferry Building, and the Temporary Transbay Terminal which see an approximate combined total of nearly 240,000 boardings and alightings on an average weekday. This service area is also notably flat, has the city's densest bikeway network coverage and enjoys the highest numbers of cyclist in San Francisco. However those who commute by transit from cities to the east and south frequently encounter difficulties bringing a bicycle with them on BART or Caltrain. Much of San Francisco's densely urbanized northeastern quadrant is similarly well-suited to bike sharing, making a system size of several thousand bicycles viable post-pilot.

Redwood City

Approximately 10 stations will be located within a one- to three mile radius of the Redwood City Caltrain Station and in the downtown area. Preliminary analysis revealed that there are more than 1,258 businesses within a half-mile radius of the Redwood City Caltrain station, as well as more than 1,700 households are well within average bicycling distance of the downtown Redwood City area. Based on Caltrain's 2011 Annual Passenger Counts, the Redwood City Caltrain Station has an average weekday ridership of 3,200 boardings and alightings.

San Jose

Approximately 20 stations will be located within a one- to three-mile radius of San Jose Diridon Caltrain Station. Based on Caltrain's 2011 Annual Passenger Counts, this station has an average weekday ridership of 6,000 for both boardings and alightings. Priority areas are downtown, city hall, museums, San Jose State University and Cesar Chavez plaza.

Palo Alto

Approximately 10 stations will be located within a one- to three-mile radius of Palo Alto Caltrain Station. Based on Caltrain's 2011 Annual Passenger Counts, this

station has an average weekday ridership of 4,500 for both boardings and alightings. Priority areas are downtown, city hall, Stanford University, California Ave and University Ave.

Mountain View

Approximately 10 stations will be located within a one- to three-mile radius of Mountain View Caltrain Station. Based on Caltrain's 2011 Annual Passenger Counts, this station has an average weekday ridership of 3,700 for both boardings and alightings. Priority areas are downtown, city hall, shopping centers and the El Camino Real corridor.

Post-Pilot Options

One objective of the pilot is to create a program that is funded only through user fees and sponsorships that can be expanded throughout the greater San Francisco Bay Area. In the event that the pilot is successful, the System may be expanded to increase the number of bicycles and kiosks within the initial pilot deployment areas, expand the program to include new service areas and provide service to workplace campus centers in Bay Area communities.

Bidders should propose a program that lends itself to expansion and also provide an option should they be required to remove equipment at the end of the pilot period.

SECTION III – INSTRUCTIONS TO BIDDERS

A. General

1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is grounds for rejection of a proposal.
2. All information should be complete, specific, and as concise as possible.
3. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.
4. The Air District may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date. Please check our website for updates.
5. Proposals shall constitute firm offers. Once submitted, proposals cannot be altered without the written consent of the Air District, but proposals may be withdrawn.
6. The Air District reserves the right to reject any and all proposals.
7. All questions must be in written form and directed to Tom Flannigan and arrive no later than 4 p.m. on Thursday, February 23, 2012. All questions will be answered in writing and posted on the BAAQMD RFP webpage by 7 p.m. on **Wednesday, March 7, 2012.**
8. The cost for developing the proposal is the responsibility of the bidder, and shall not be chargeable to the Air District.
9. Only vendors who provide products and services complying with all federal/state requirements including the "Buy America" provision, will be selected in the RFP.

B. Submittal of Proposals

All proposals must be submitted according to the specifications set forth in Section V (A) – Contents of Proposal, and this section. Failure to adhere to these specifications may be cause for the rejection of the proposal.

1. Due Date – All proposals are due no later than **12:30 p.m. Wednesday, March 21, 2012**, and should be directed to:

Tom Flannigan, Administrative Analyst
Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA 94109

2. Proposals received after the time and date specified will not be considered.
3. Proposal should adhere to the following guidelines:
 - a) ~~Limit the proposal including all attachments to a maximum of 50 pages.~~ The main proposal is limited to 50 single-sided pages (double-sided submissions are encouraged but must still maintain the 50 side limit); however, proposers may use up to 20 pages (or 10 double-sided pages) to provide additional information related to 1) Alternative Business Plans described in Service Component (Section VI), 2) Exceptions (Section XIII), and required forms contained in Appendixes C and D. Additionally, bidders are not required to submit responses for Appendixes A and B using those forms but rather should submit responses that reference each element number in the same order that is contained in those appendixes. Any sample contract submitted with the proposal will not be included in the page count.
 - b) Use a standard 12-point font and 1-inch or larger page margins and number the pages.
4. Signature – All proposals should be signed by an authorized representative of the bidder.
5. Submittal – Submit six hard (6) copies and one (1) electronic copy on a CD (in Microsoft Office or Adobe format) of the proposal in a sealed envelope. Electronic submissions will be acknowledged with a return email. Clearly write the name and address of the bidder and the RFP number in the upper-left-hand corner. Late proposals will not be accepted. Any correction or re-submission of proposals will not extend the submittal due date. Grounds for Rejection – A proposal may be immediately rejected if it arrives after the deadline; is not in the prescribed format; or is not signed by an individual authorized to represent the firm.
6. Disposition of the Proposals – All responses to this RFP become property of the Air District and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, it may mark that portion “confidential.” The Air District will use reasonable means to ensure that such confidential information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked “confidential” in their entirety will not be honored, and the Air District will not deny public disclosure of any portion of submittals so marked.

By submitting a proposal with portions marked “confidential,” a respondent represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the Air District for, and to indemnify, defend, and hold harmless the Air District, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever, arising from or relating to the Air District’s non-disclosure of any such designated portions of a proposal.

7. Modification – Once submitted, proposals, including the composition of the contracting team, cannot be altered without prior written consent of the Air District. All proposals shall constitute firm offers valid for ninety (90) days from the due date.

C. Interviews

1. The Air District, at its option, may interview bidders. The interviews will be for the purpose of clarifying the proposals.
2. Submittal of new proposal material at an interview will not be permitted.
3. Interviews may involve a presentation or a question-and-answer format or any combination of these.
4. The highest ranked bidder(s) will be required to be present on-site at the Air District in late March - April time frame, to complete negotiations and to respond to questions arising through the pre-award audit. Costs associated with contract negotiation will not be reimbursable.

D. Pre-Bidders Conference

A pre-Bidders conference will be held from 1:30 p.m. – 3:30 p.m. on Tuesday, February 21, at the Air District’s office located at 939 Ellis Street. Bidders are encouraged, but not required, to attend.

E. Pre-Award Audit

Prior to award the recommended vendor will be subject to a pre-award audit.

SECTION IV – SCOPE OF WORK

The Air District is soliciting a comprehensive proposal to design, build, operate, maintain, manage and publicize a network of publicly available bicycles in a Regional Bikeshare System. There are two components to the scope of work: 1) equipment and 2) service. The **equipment component** refers to the bike sharing system rolling stock, hardware and software. The **service component** refers to the day-to-day operation of the program which includes the program administration and operation; maintenance; legal and risk management; marketing and outreach components, financial accounting, revenue, and reporting.

Each proposal must address both components. The Air District will not accept incomplete proposals or proposals for only one component of the system. However, bidders may submit multiple proposals with differing components. The

Contractor may be allowed to subcontract portions of the work, however; the project will require specific performance-milestones making the Contractor accountable for overall system results.

Proposals must include all associated labor, hardware, software, maintenance, and deployments costs required to establish and operate the System as no additional costs will be considered above those stated on the cost proposal sheets.

A. System Size – Pilot Phase

The pilot-phase of the System will include 1,000 bikes and the necessary stations, software, hardware, websites, customer service, maintenance, financial services, reporting and administration necessary for operations. Of the 1,000 bikes, 500 bikes will be deployed in San Francisco, 100 bikes in Redwood City and unincorporated San Mateo County combined and 400 bikes in Santa Clara County distributed in the cities of San Jose, Mountain View and Palo Alto.

B. Station Siting, Permitting and Right of Way (ROW) provision

Potential station locations have been identified by the Partners as appropriate within their jurisdictions. Local Partners are responsible for obtaining any required environmental clearance, and will offer support and coordination for any necessary permits, license, or siting agreements, but the Contractor will ultimately execute the permits or agreements in advance of the System launch. Before any equipment can be deployed to a location, the Air District must have in hand any necessary permits, license, or siting agreements for that site. The proposed sites for the pilot are intended to be ones that require no connections to utilities, construction or excavation. However, the Contractor shall be responsible for non-construction site preparation should improvements be necessary for the safe placement of the stations. In the post-pilot phases the Contractor will be responsible for obtaining the necessary permits, environmental clearances, and licensing or siting agreements from property owners of public and private property, and from all applicable government entities.

C. System Pilot Launch Date

Contractor shall begin service on or before August 1, 2012. System launch may be phased in, and must be completed no later than October 1, 2012. The Contractor shall perform a test of all system elements including bicycle, equipment, power sources, and related support systems to identify and resolve any operational and/or equipment issues prior to the public launch of the program. Any issues identified by the test must be resolved prior to the launch date. Additionally, the Contractor shall begin promotion of the program prior to delivery of the service..

D. Hours of Operation

The system will operate year-round, 365 days a year and 24 hours a day. A customer service call center with adequate staffing must be available 365 days a year and 24 hours a day. The website should maintain its full functionality during all hours of operation with the exception of scheduled maintenance windows noticed in advance to the public and the Air District.

E. Anticipated Contract Term

The contract term shall commence upon the issuance of a Notice to Proceed by the Air District and continue for a period of not less than 12 months and up to two years

starting from the date of the initial launch. The contract term may be extended, at the Air District's or its designee's sole discretion, for a period of up to five years.

F. Ownership

This solicitation is seeking proposals that address one or both ownership options:

1. **Lease Service Contract:** Contractor will own and operate the System including all Bike Share System Equipment and Operations necessary to provide the System. At the conclusion of the pilot, the Administrator will have the option to purchase the equipment at a depreciated price as identified in the Contract (based on bidder's proposal).
2. **Purchase and Service Contract:** The Air District will initially purchase the Bike Share System Equipment and immediately give Contractor possession and liability for use of that equipment during the term of the Contract. At the end of the pilot, the Air District will, based on the results of the pilot, reclaim possession of the equipment, maintain ownership of all or a portion of the Bike Share System Equipment, or have the option to sell the equipment back to the Contractor at a depreciated price as identified in the Contract (based on bidder's proposal).

Proposers are encouraged to evaluate both options and structure their responses to maximize value for the partners, and may include a hybrid options comprised of elements from both.

G. Response to Complaints

All System structures shall display a conspicuously posted telephone number and email address via which the public may direct complaints, questions, and comments to the Contractor, and instructions for filing a complaint. The Contractor shall respond to all complaints and vet all complaints with Program Administrator in a timely fashion, responding to any such complaints. The Contractor shall provide a shared database in which the Program Administrator can review complaints from the public, and where the Contractor can report the resolution of such complaints.

H. Data Security

Security of the Bike Share System shall be the responsibility of the Contractor who will be required to maintain the integrity of the collected data. It is also required that data is held securely and is only accessed by authorized personnel, and that security measures are updated to remain current with evolving industry security standards.. The Contractor shall develop a robust security policy that is subject to approval by the Air District. The Contractor must also have mechanisms to ensure that its security policy is enforced, and that any breaches are identified and reported to the Program Administrator with a plan to prevent breaches in the future.

I. Revenue

1. In compensation for providing the Program Administrator with the services of the System, the Contractor will collect membership/user fees, as approved by the Program Administrator, and may, pursuant to terms to be negotiated with the Program Administrator, share System revenues, at a prescribed level.
2. Any revenue received by the Program Administrator shall not be considered in any manner in the nature of a tax, but such payments shall be made in addition to any and all taxes of whatever kind or description that are now or at any time

hereafter may be required to be paid pursuant to any local, state, or federal law.

3. In the event that Contractor is offered sponsorship funding, contract information for that offer and any revenues to be received will be forwarded to the Program Administrator for review and approval.

J. Liability and Insurance

The contract between the Program Administrator and the Contractor will require the Contractor to indemnify and defend the Bay Area Air Quality Management District, the City and County of San Francisco, the San Mateo County Transit District, the City of Redwood City, the County of San Mateo, the Santa Clara Valley Transportation Authority, the Peninsula Corridor Joint Powers Board, Caltrans, and the Metropolitan Transportation Commission against any and all liability and loss. Furthermore, the Contractor shall also require its contract with any third party implementing any portion of the System a requirement that the third party indemnify and defend the parties listed in this section against any and all liability and loss. The Contractor shall further specify that its obligations to indemnify and defend the parties and to require the same of any third party shall survive expiration of the contract.

The Contractor will be liable for, and shall indemnify, defend and hold the Program Administrator and Partners, their officers, agents, and employees harmless from, any and all claims or damages to persons or property by reason of the design, installation, operation, maintenance, upkeep, or promotion of the System.

The Contractor will be required to procure and maintain, at its sole cost and expense, the following types of insurance from an insurance company acceptable to the Program Administrator:

1. Contractor shall maintain the following insurance:
 - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include Air District and Partners and their officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by Air District.
 - iii) Business automobile liability insurance or equivalent with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
2. All insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.
3. Prior to commencement of work under this Contract, Contractor shall furnish properly-executed certificates of insurance for all required insurance. Upon request by Air District, Contractor shall provide a complete copy of any required insurance policy. Contractor shall notify Air District in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by Air District.

If Contractor fails to maintain the required insurance coverage set forth above, Air District reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to Contractor or to terminate this Contract for breach.

K. Marketing and Outreach

The Contractor will actively engage in the marketing and promotion of the System, including creating the branding and local identity and promoting the sale of passes and subscriptions. This effort will be conducted in cooperation with the Program Administrator, Program Partners and the Metropolitan Transportation Commission. Additionally, Marketing and Promotional materials will be submitted to the Program Administrator for pre-approval prior to release to the public.

L. Other Requirements

1. Coordination with the “Making the Last Mile Connection Pilot” and 511.org Programs

The Contractor will coordinate with the Employer Outreach Program and the Last Mile marketing and program evaluation efforts.

2. Special Events

On an as needed basis, Contractor will coordinate with local partners to provide additional Bike Share System Equipment on a short term basis. Any costs associated with these services may be charged above the monthly service fee.

3. Post-Pilot

Bidders should include separate from their main bid, a proposal that includes options for the future expansion of the System that would increase the number of bicycles and kiosks within the initial deployment areas, expand the program to include new service areas, and provide service to workplace campus centers.

Also, in the event that the Program Administrator decides not to extend the contract and the System is to be decommissioned after the pilot period, the Contractor shall remove all Bike Share System Equipment and restore all sites to their pre-contract condition. Additionally, Contractor shall return a pro-rated amount of membership dues to all members that have active memberships (based on time remaining at system decommissioning).

Removal of the Bike Share System Equipment, site restoration and any other required actions to close out the System shall be at the Contractor's sole expense exceptions can only be made at the request of the Program Administrator.

4. Compliance with Federal Congestion Mitigation Air Quality (CMAQ), state and local requirements

Contractor shall comply with all applicable CMAQ, state and local requirements including but not limited to the selection of sub-contractors and Buy America requirements. Please see the following link for a description of “Buy America” provisions. (http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

Additionally, please review Exhibits I and II and Appendices C and D.

5. Contractor's Property

Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment.

M. Standards

Bike Share System Equipment – The Contractor shall furnish, deliver and install the Bike Share System Equipment subject to the specifications presented in Appendix A of this RFP. In general the system must also provide the following:

- 1) Bike share bicycle
 - a) Quantity: 1,000
 - b) 5-year useful life
 - c) Meet specifications in Appendix A
- 2) Secure locking mechanism and dock
 - a) Quantity: 1,500-1,700
 - b) 5-year useful life
 - c) Meet specifications in Appendix A
- 3) Kiosks
 - a) Quantity: Sufficient for 1,000 bikes
 - b) 5-year useful life
 - c) Meet specifications in Appendix A
- 4) Software and hardware to operate System to meet specifications in Appendix A including:
 - a) Secure Payment per industry standards, current and future
 - b) Membership database
 - c) Bike-sharing and tracking database
 - d) Customer Service
 - e) Wireless communication between kiosks and server
 - f) Upgrades
- 5) Website for Customer Service Interface
 - a) Meet specifications in Appendix A
- 6) Delivery and Installation:
 - a) Bikes, stations and associated equipment delivered and installed in San Francisco (500 bikes), Santa Clara County (400 bikes) and Redwood City including adjacent areas of unincorporated San Mateo County (100 bikes)
 - b) Equipment shall be delivered at the time and locations to be specified in the contract
 - c) Assemble the bicycles
- 7) Warranties and Service Agreements for technology and hardware
 - a) Meet specifications in Appendix A

- 8) Federal Highway Administration, DOT § 635.410, Buy America Requirements
Please see the following link for a description of “Buy America” provisions.
(http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

Any components that contain either steel or iron must be manufactured and coated in the United States. This provision does not apply to the source of the raw materials, but rather requires steel or iron-containing parts (i.e., pedals, seat posts, baskets, ball bearings, etc.) be manufactured domestically.

- 9) Quality and safety features and any potentially hazardous component (such as batteries)
- 10) Sustainable/environmentally-friendly features

Bike Share Operations – Operate and maintain the System subject to the specifications presented in Appendix B of this RFP.

The Contractor will be responsible for the day-to-day operation and maintenance of the System. The Contractor shall provide the following services:

- 1) Operations Plan with Quality Assurance and Staffing Plans
 - a) Maintenance of all bicycles, stations and docks including the assumption of responsibility for costs, repair, and replacement for damages to station and/or costs to repair or replace parts or bicycles
 - b) Custodial maintenance
 - c) Preventative maintenance
 - d) Corrective maintenance to improve system operations
 - e) Capital maintenance
- 2) Business Plan
 - c) Implementation schedule
 - d) Customer service
 - e) Financial Plan
 - i) A summary and line item budget for each category of estimated costs (start-up, operating, etc.) Include information about the cost of each piece (type) of equipment (i.e. bikes, docks, and kiosks) per unit and total.
 - ii) Estimated usage rates and how this is calculated
 - iii) Fee structure
 - iv) Revenue projections (including potential sponsorships)
 - v) Infrastructure replacement costs
 - vi) Projected 5-year cash flow
- 3) Redistribution of bicycles between stations to maintain a balance of bikes and empty docks at all stations
- 4) Data Collection and Reporting (Financial, memberships, ridership volumes, etc.)
 - a) Contractor shall cooperate with the Program Administrator and its designees to ensure that adequate data is collected and reported for purposes of

evaluating the pilot (see "System Pilot," under Section 2.B). This data includes general information about the use of the bike share system (such as the number, duration and start and end points of bicycle trips in aggregate); and trip-specific information (such as the duration and start/end points for each trip). Contractor shall provide monthly reports to the Air District and to the designated ICF Jones & Stokes sub consultant.

- b) Contractor shall also facilitate the pre-testing and distribution of surveys to bike-share users as requested by the Program Administrator or the designated ICF Jones & Stokes sub consultant. Survey results will be used to help evaluate the impacts and benefits of the bike share program.
- 5) Data Collection and Reporting (Financial, memberships, ridership volumes, etc.) Contractor shall cooperate with the Program Administrator to ensure that adequate data is collected and reported. In coordination with the Air District, local partners, the Metropolitan Transportation Commission and/or their consultants, the contractor will facilitate up to three member surveys each year throughout the pilot period to gather data on individual travel behavior that will be used for program evaluation. Survey questions will be provided to the Contractor by the Program Administrator.
 - 6) Customer service membership
 - 7) Customer service call center
 - 8) Marketing and Outreach
 - a) Create branding and local identity
 - b) Promotion of passes and subscriptions (e.g. early-bird sales prior to system launch)
 - c) Make available for local use bike share logos, outreach information and materials to the Program Administrator and Partners, and MTC.

Contractor must utilize Metropolitan Transportation Commission (MTC) Climate Initiatives Program Brand Consistency KIT, which provides guidelines on how to execute brand clearly and consistently. Anyone creating communications/promotions for the Bike Share program is expected to consult with MTC.
 - d) Provide schedule of marketing events
 - e) Reviewing (for accuracy) and/or provide text for the Bike Share project to be local marketing materials
 - 9) Legal and liability and insurance requirements
 - 10) Accounting and revenue tracking services

SECTION V – PROPOSAL FORMAT, CONTENT, AND SUBMITTAL

A. Contents of Proposal

Proposals must follow the format outlined below and include all requested information. Failure to submit proposals in the required format may result in the proposal being eliminated from evaluation and consideration.

- 1) Technical Proposal

- a) Cover Letter – Must include the name, address, and telephone number of the company, and must be signed by the person(s) authorized to represent the firm.
- b) Table of Contents – Clearly identify material contained in the proposal by section
- c) Firm Information (Section I) – Provide the following information about the firm:
 - i) Contact Information:
 - (1) Address and telephone number of office nearest to San Francisco, California and the address and phone number of the office that each of the proposed staff members are based out of if different.
 - (2) Name and email of firm’s representative designated as the contact
 - (3) Name of project manager and email, if different from the individual designated as the contact
 - ii) Project Organization – Describe the proposed management structure, program monitoring procedures, and organization of the engagement team. Provide a statement detailing your approach to the project, specifically address the firm’s ability and willingness to commit and maintain staffing to successfully conclude the project on the proposed schedule.
 - iii) Assigned Personnel – Provide the following information about the staff to be assigned to the project: List all key personnel assigned to the project by level and name. Provide a description of their background, along with a summary of their experience in providing similar services for governmental agencies, and any specialized expertise they may have. Background descriptions can be a resume, CV, or summary sheet. Substitution of project manager or staff will not be permitted without prior written approval of the Air District’s assigned program manager.
 - iv) Subcontractors – List any subcontractors that will be used, the work to be performed by them, and the total number of hours or percentage of time/budget they will spend on the contract.
- d) Project Summary (Section II) – State overall approach to delivery of pilot System and subsequent System phases, including the objectives and scope of work.
- e) Program Schedule (Section III) – Provide projected milestones or benchmarks for completing the project within the total time allowed.
- f) Project Budget (Section IV) – Provide a summary of budget for years 1 – 5 including cost estimates for each ownership and post-pilot scenario.
- g) Equipment Component (Section V)
 - i) For items categorized as Narrative in Appendix A, please provide a written response in the column under Comments/Explanations; Bidders may include optional images and diagrams to supplement their response. For certain elements, images and/or diagrams are specifically requested. If additional pages are needed, please attach and label accordingly to indicate the corresponding question the response is referring to.
 - ii) For items categorized as Yes/No/NA in Attachments A and B, Bidders should answer either “Yes”, “No”, or “Not Applicable” to indicate if the

proposal can provide the particular essential or desired element(s):

- **Yes** = The Bidder can provide this feature or function
- **No*** = The Bidder cannot provide this feature or function for reasons explained under Comments
- **NA** = The particular function or feature is not applicable for reasons explained under Comments

*Note, a “No” response to an Essential element will not result in an automatic disqualification. Bidders are encouraged to use the Comments column to elaborate on Yes/No/NA answers to provide further detail to explain the nature of their responses, as necessary. Please label and attach additional pages used for comments and explanations.

- h) Service Component (Section VI)
 - i) Use Appendix B and refer to the above instructions for responses to “Equipment Component”.
 - ii) Bidders are welcome to choose their own format for developing their Operation and Business Plans; however Bidders are encouraged to use a financial pro-forma format when developing the Business Model for their proposed system.
- i) Special Events (Section VII)-_Provide a narrative on your ability to provide additional Bike Share System Equipment on a short term as needed basis and a cost structure per bike
- j) Sample Contract (Section VIII)- Provide a sample contract for your proposal.
- k) Firm Organization (Section IX) – Provide a statement of your firm’s background and related experience in providing similar services to governmental organizations or other entities. Describe the technical capabilities of the firm and, in particular, the firm’s experience working with environmental regulations, if any. Provide references of other, similar projects including contact name, title, and telephone number for all references listed.
 - i) Provide a statement of the availability of staff in any local office with requisite qualifications and experience to conduct the requested project.
 - ii) Provide a statement of education and training programs provided to, or required of, the staff identified for participation in the project. Make particular mention of with reference to experience dealing with governmental agencies, procedures, and environmental regulations.
- l) Retention of Working Papers (Section X) – All working papers are the property of the Air District. Include a statement acknowledging that if your firm is awarded the contract, you will retain project related papers and related reports for a minimum of five (5) years.
- m) Conflict of Interest (Section XI) – Identify possible conflicts of interest with other clients affected by contractors’ actions performed by the firm on behalf of the Air District. The Air District recognizes that prospective bidders may have contracts to perform similar services for other clients. Include a complete list of such clients for the past three (3) years with the type of work performed and the total number of years performing such tasks for each client. The Air District reserves the right to consider the nature and extent of such work in evaluating the proposal.

- n) Additional Data (Section XII) – Provide other essential data that may assist in the evaluation of the proposal (e.g. green business certification, etc).
 - i) Signed Statement acknowledging DBE information in EXHIBIT I and Provisions listed in EXHIBIT II
 - ii) Completed forms found in APPENDICES C and D
 - iii) Statement demonstrating previous experience with and/or knowledge, and/or understanding of Federal and State requirements including CMAQ funding, “Buy America” requirements, and the Caltrans funding process.
- o) Exceptions (Section XIII) – Propose any alternative approaches or specifications to those laid out in the RFP, and provide a detailed explanation as to why the alternative is better.

SECTION VI – PROPOSAL EVALUATION

A panel of representatives from the Air District, Partners, and key stakeholders will evaluate the proposals. The panel will recommend the selection of a bidder to the Air Pollution Control Officer (APCO), who will, in turn, make a recommendation to the Air District Board of Directors. The Air District Board of Directors must approve the contract to carry out the work described in this RFP.

Proposals will be evaluated on the following criteria:

Past Experience: Bidder’s past experience in successfully launching and operating a bike share system similar to that specified in this request for proposals	25%
Demonstrated familiarity with state and federal procedures	10%
Service Component: Depth and quality of responses, extent to which “Essential” and “Desired” elements meet or exceed the requirements, understanding of the concept, Scope of Work, program Implementation Plan, Business/Finance Plan, insurance, etc.	20%
Equipment Component: Depth and quality of responses, extent to which “Essential” and “Desired” elements meet or exceed the requirements, infrastructure requirements, technology features, warranties, system design and durability, etc.	20%
Cost: Value of service level and quality and quantity of equipment provided	25%

The Air District reserves the right to reject any and all proposals submitted and/or request additional information. During the selection process, the Air District’s evaluation panel may interview bidders. The interviews will be for clarification only. The submittal of new material will not be permitted at that time. Interviews may involve a presentation or a question-and-answer format or any combination of these.

If two or more proposals receive the same number of points, the Air District will accept the lower cost offer.