Boise Bike Share Program
700 NE 2\textsuperscript{nd} Street Ste. 100
Meridian, ID 83642

REQUEST FOR PROPOSAL

ITEM: BIKE SHARE PROGRAM IN THE CITY OF BOISE

Solicitation No. RFP 2014-01-01

\begin{itemize}
  \item **Date Issued:** Friday, November 15, 2013
  \item **Written Questions Due:** Friday, November 29, 2013
  \item **Question Responses Due:** Thursday, December 12, 2013
  \item **Vendor Proposals Due:** Friday, December 27, 2013
  \item **Expected Award Date:** Friday, January 17, 2014
\end{itemize}

**Project Description:**
Boise, Idaho is interested in a public bike share system. The ideal system would feature a fleet of shared bicycles that may be rented from one bike share station and returned to another in a network of bike share stations, providing a transportation alternative to motor vehicle trips for Boise's residents, employees, and visitors. Once installed, the system would be operated by Valley Regional Transit (VRT).

\begin{itemize}
  \item Part I General Information
  \item Part II Scope of Goods & Services
  \item Part III Basis of Selection
  \item Part IV Contents of Proposal
  \item Part V Required Written Responses
  \item Part VI Federal Requirements
  \item Part VII Respondent's Information and Certifications
\end{itemize}

Respondent’s (Company) name: ________________________________
BOISE BIKE SHARE PROGRAM
REQUEST FOR PROPOSAL (RFP)
FOR A BIKE SHARE PROGRAM IN
THE CITY OF BOISE
Introduction

Valley Regional Transit (VRT) the regional public transportation authority for Ada and Canyon counties, Idaho, is interested in establishing a public bike share system in downtown Boise. The ideal system would feature a fleet of shared bicycles that may be rented from one bike share station and returned to another in a network of bike share stations, providing a transportation alternative to motor vehicle trips for Boise’s residents, employees, and visitors. Once installed, the system would be owned and operated by VRT. VRT recognizes that a bicycle-friendly community offers a higher quality of life, an alternative to congested streets, a cleaner environment and contributes to improved physical health. Boise, the largest urban area in VRT’s jurisdiction, is home to a rapidly growing and enthusiastic cycling community, and has developed an innovative bike plan for the downtown that will help Boise become a city where cyclists feel comfortable and safe.

Objectives

The Boise Bike Share system aims to enhance the community by providing an affordable, efficient, environmentally-friendly bike share program that complements the existing public transportation system and provides both residents and visitors a healthy, convenient way to move around the city.

This program strives to improve the quality of life for residents and visitors in the following ways:

- Providing a first and last mile solution to extend the reach of existing public transportation options,
- Creating an affordable, accessible, efficient way to experience the City,
- Encouraging cycling for short trips and supporting the City’s goal to increase the number of bicycle commuters,
- Enhancing livability by using strategically placed stations to connect business, activity, residential, and retail centers, and
- Offering a strong alternative to driving which results in improved air quality, community health, and overall well-being of the citizens in our city.

Program Overview

The bike share system is anticipated to begin in spring or summer of 2014. A study conducted by the Boise State University Department of Community and Regional Planning estimated the city could accommodate a bike share system of 140 bikes and 14 stations centered in the downtown area and on the Boise State campus. VRT has secured funding for the implementing the first half of the envisioned system. VRT is interested in an option to procure expansions of the system over the horizon of the contract with the successful proposer. The stations in the system will be located on a combination of streets, public rights-of-way and private property. To the extent feasible, VRT would prefer the stations to be solar powered, depending on site conditions.

Annual members and day-pass users alike will be able to use the bikes for commuting, social, recreational, sight-seeing, and exercise purposes. We are planning to make single-day, weekly, monthly, and annual memberships available. These bikes are ideal for daily commutes to work,
and for short trips to lunch, meetings, and errands. The Boise Bike Share System will be the first of its kind in Idaho’s largest city.

**PART I: GENERAL INFORMATION**

Request for Proposal ("RFP") Name: Bikeshare System

**Issue Date: November 15, 2013**

Brief Description: Valley Regional Transit (VRT) seeks a qualified firm (or firms) to provide a turn-key, public bicycle sharing system.

**Questions Due Date: 5:00 p.m. MST on Friday, November 29, 2013 Attachment A:** REQUEST FOR EXCEPTIONS, CLARIFICATIONS, AND CHANGES

**Proposal Due Date: 5:00 p.m. MST on Friday, December 27, 2013**

Firms will send one original electronic copy their proposal(s), formatted in Microsoft ("MS") Word or as a Portable Document Format ("PDF") file, to the e-mail address listed in the contact information box below. Additionally, firms will also send one complete hard-copy version of their proposal(s) to the physical address listed in the contact information box below. VRT reserves the right to reject proposals received after the stated due date and time.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure shall be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Oral Presentations/Negotiations: Negotiations, if needed with VRT identified finalists, will be scheduled by VRT.

**Expected Award Date: January 17, 2013**

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods if mutually agreeable to VRT and the Selected Firm. The Selected Firm and VRT will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

**PART II: SCOPE OF GOODS & SERVICES**

Valley Regional Transit seeks a qualified firm (or firms) to provide a public bicycle sharing ("bikeshare") system to include all applicable hardware, software, bicycles and stations (collectively, the "System") for the City of Boise to achieve the goals stated in this RFP.

The goal is to provide a balanced System, with minimal bicycle redistribution needed, that will offer a viable alternative transportation option. The System will be available for residents, workers and visitors to downtown Boise 24 hours a day, 365 days a year, with a targeted program launch date of Spring/Summer 2014.
The envisioned first phase of the System will be installed and launched with a minimum of 70 bikes and 7 stations. The coverage area of this first phase will be centered in downtown Boise, with the possibility of one station servicing Boise State University. Subsequent future phases may include expansion outward from the city center and across the Boise State University campus. As the program matures, additional expansion could reach into Boise’s North End neighborhood and along the Greenbelt path. A map of the initial proposed implementation zone is included in RFP Attachment B: Proposed Bike Station Locations.

The Boise Bike Share System will a). be owned and operated by VRT, and b). rely exclusively on sponsorships, advertising and membership to generate operating revenues. The System shall allow bicycles to be accessed both by annual members and visitors via a one-day or longer subscriptions. Users shall be able to register online, through smartphone applications, and/or by some type of physical user interface such as a kiosk. The ideal system would allow transit users to use a single pass for buses and bike share. The System shall provide a comprehensive back-end operation to allow VRT to monitor membership, bicycle distribution, bicycle usage, along with tracking of bicycle maintenance needs.

1. System Information

Firms are encouraged to submit proposals for the System that meets the following preferred minimum requirements.

a. Bicycles

- Bicycles shall be durable and be able to be kept in the elements 365 days per year with minimal wear. Bicycles shall be rust resistant.
- Bicycles shall have fenders of appropriate dimensions to protect users from tire spray.
- In accordance with Idaho Code 49-723 bicycles shall have a white light mounted on the front of the bike that is visible from at least 500 feet for riding after dark. Idaho Code requires only a red, rear reflector, but a red rear flashing light is preferred. Lights whose energy is generated from the bike and lights that remain on during short stops are preferred.
- Bicycles shall have multiple gears with shifters that are intuitive – like grip shifters. A minimum of three gears is required.
- Bicycles shall have reliable and intuitive braking systems.
- Bicycles shall have either a bell or a horn.
- Bicycles shall be tamper resistant, requiring special tools for servicing.
- Bicycles shall have puncture resistant tires.
- Bicycles shall be uniform in nature. Bicycles shall be marked consistently and be of the same model.
- Bicycles shall have the ability to display name and sponsor logos on bicycle’s rear fender/wheel guard, chain guard (if applicable), handlebars, down tube, and/or front placard or basket.
- Bicycles shall be new.
- Bicycles shall be one-size-fits most design (5’ - 6’2”+) with an adjustable seat. Seat post shall be marked for various heights as a guide for the user. The user shall not be able to remove the seat from the frame.
• Bicycles shall have cargo capacity for items such as a briefcase, book bag, or grocery bag in the form of a basket or rack.
• Bicycles shall be equipped with a secondary lock to enable user to secure the bike while making stops during their reservation period is preferred.
• Bicycles shall be equipped with GPS or other device that tracks its movements.
• Bicycles shall have minimum warranty of two years on parts and manufacturing defects beginning upon system commissioning and acceptance by VRT. A five-year warranty is preferred.
• Please detail what tracking system [i.e. global positioning system ("GPS"), radio-frequency identification ("RFID"), etc.], if any, that your firm uses to track its bicycles.

b. Docking Stations (if applicable)

• Docking station(s) shall be of the smallest feasible footprint. It is preferred that docking station(s) not be permanent in nature.
• Docking station(s) shall have options for AC or solar power, bolted or non-bolted base and single or double-sided configuration.
• Docking station(s) must have a user interface that allows for reservations, payments, and membership options.
• Docking station(s) must allow the user to report maintenance issues.
• Docking station(s) must be new and uniform in nature. Stations shall be marked consistently and be of the uniform model.
• Docking station(s) must have wireless connectivity.
• Docking stations(s) shall be functional and operational in all-weather situations and allow a variety of cards to be read, membership cards, credit cards, debit cards, including foreign credit and debit cards embedded with “chips.”
• Docking stations(s) shall have the capacity of maintaining security of the system during a power failure or loss of internet connectivity.
• Docking stations(s) must allow customization for name and logo of sponsors on kiosk, map display and/or docks.
• Docking stations(s) shall be constructed of tamper, theft, and vandalism-resistant, all-weather materials.
• Docking station(s) user interface must include both written and other Americans with Disabilities Act ("ADA") compliant instructions.
• Please detail whether your firm’s proposed System can offer a customizable form of identification (i.e. the use of the existing VRT transit system card).

c. Reporting Capabilities

• Software shall have ability to control/disable entire system, individual stations, and bikes from system headquarters, via wireless connectivity, or online with operator’s personal computer.
• Software must have data security for financial data, user names and addresses.
• Software must have the ability for users to read and accept liability waivers at the kiosks and online.
• Software shall have the capacity to issue reports to maintenance crews indicating where to rebalance and where bicycles needing repair are located.
• Software shall have the ability to adjust hours of operation for specific stations or entire system, with the capacity to do so 24 hours a day via wireless connectivity or online from operator’s personal computer.
• Software shall have the ability to adjust pricing for check-out and bike usage by day, time and station.
• Software shall have the ability to enable bike check-ins and check-outs away from station locations for special events.
• Software shall have the ability to collect physical addresses, email addresses, phone numbers, etc. so users can sign up for newsletters delivered electronically.
• Software shall allow users to purchase daily, weekly, monthly and annual memberships at the kiosk and online.
• Software shall have the ability to generate detailed reports by date/month/year.
• The System shall be able to provide detailed reports as needed by VRT. VRT personnel shall be able to easily and quickly run reports remotely via wireless connectivity or online from operator’s personal computer on an ad-hoc basis.
• Minimum Reporting Metrics:
  o Total users (24-hour/week/month/year)
  o Detailed trip characteristics (day/month/year)
  o Detailed miles traveled report
  o Detailed calories burned report
  o GPS bike route reports
  o User demographics
  o Carbon emissions reduced
  o Report(s) or interface showing current distribution of bikes.
  o Report(s) showing total number of members with the ability to differentiate between daily, weekly, monthly, visitor users and annual users. Report(s) shall be able to show growth over a set period of time defined by VRT.
  o Maintenance reporting feature.
  o Financial report(s) detailing membership and usage fees.
  o Real time reporting of bike availability to System users.
  o Desired Reporting Metrics
    ▪ Vehicle miles reduced
    ▪ Gallons of gas saved

d. Online Presence

• Website shall be personalized for Boise Bike Share, coordinated with partner agencies, with basic information.
• To the extent possible, website shall be able to integrate with Valley Regional Transit’s existing customer service information center – Rideline.
• Website shall have a FAQ section and brochure and map download options.
• Website shall have the ability for users to purchase memberships online and to set up auto-renew.
• Website shall have the ability to offer membership discounts to certain populations online, including students, senior citizens, and employees of a certain organizations.
• Website may have the ability for users to pay monthly installments toward the total price of annual membership.
• All elements of the website will be fully functional and thoroughly tested no less than one month before the launch of the program.
• Mobile applications shall be available on both iPhone and Android phones.
• Website and mobile applications shall have an easily navigable station map, also accessible on mobile applications.
• Website shall have a real-time display of station status (active/inactive, full/empty), also accessible on mobile applications.
• Website and mobile applications shall have a mechanism for users to report problems and make suggestions for system improvement.
• Website and mobile applications shall have social media integration for Twitter/Facebook/blog feeds, etc.
• Website shall have the ability to collect survey information and customer satisfaction ratings.
• Website shall have search engine optimization for “Boise Bike Share” and similar queries.
• Website shall allow users to create personalized member web pages that provide reporting metrics such as miles traveled, calories burned, carbon offsets, etc.
• Website and mobile applications shall have social networking features, such as member “leaderboards” displaying most active users for the week, month, year.

3. Requested Information from Firms

With respect to the Scope of Goods and Services, VRT requests that firms provide the following additional information regarding their proposed System:

  a) Describe the scope of initial implementation including number of bicycles and recommended placement and number of stations and footprint dimensions (if applicable).
  b) Describe the proposed infrastructure and technology of the System.
  c) Provide a detailed description of the bicycles to be used, including manufacturing origin. Include information on any related hardware needed to operate and/or maintain the bicycles. Description shall include information regarding the gearing, suspension, seat, branding, any onboard technology, and all other amenities (i.e. basket, bell, locks).
  d) Provide maintenance manual/protocol for the bicycles and any other needed infrastructure. Provide a timeline for replacement.
  e) Describe the System modularity and expansion capability for stations (if applicable), bicycles, and technology.
  f) Describe any bicycle redistribution protocols, hardware and software for maintenance protocols.
g) Provide a detailed description of how the System will function from a user’s perspective. This shall include those seeking annual membership and those only needing a short-term membership (day, week, month). Describe the experience from the perspective of someone walking up to a kiosk and accessing the system online.

h) Provide recommended pricing for membership levels and reservations based on the size of the system and population of the proposed service area.

i) Provide recommendations on what equipment and level of staffing would be required to sustain the System.

j) Describe any safety recommendations, communication, or initiatives that would be included in this System.

k) Describe all reporting features available to VRT (i.e. system utilization, bike distribution, customer feedback, membership levels).

l) Provide any power requirements and any proposed use of solar power.

m) Provide documentation affirming compliance with all Payment Card Industry Data Security Standards ("PCI-DSS").

n) Describe compliance with Americans with Disabilities Act (ADA).

o) Describe any information (i.e. safety, way finding) to be placed on bicycle and/or at docking stations (if applicable).

p) Describe what types of marketing assistance will be provided.

q) Describe all mobile applications available for the system.

r) Describe what types of websites will be provided, if any. Include what services will be provided (i.e. membership sign-ups, safety recommendations, system map, etc.).

s) Describe what type of customer service support will be provided to VRT.

t) Describe the firm’s approach to station permitting and installation on public right-of-way and private property.

u) Provide an estimated implementation timeframe from the time an award would be issued.

v) Warranty parameters of the System and/or System components.

PART III: BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal. The response of proposers shall include sufficient information to allow VRT to fully evaluate the capabilities of the proposer and its approach to providing the equipment and services detailed in the Scope of Work. Unnecessary elaboration or voluminous responses are neither required nor desired. It is the responsibility of the proposer to examine the entire RFP package and seek clarification of any item in the requirements that may not be clear and to check all responses for accuracy before submitting a response. Firm is to be selected on the basis of:

1. **Technical Requirements**: The firm’s plan to provide VRT with the products as described in the Scope of Goods and Services section (250 points);

2. **Company Qualifications and Experience**: The firm’s experience in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients (100 points);
3. **Pricing Proposal:** The firm’s detailed price proposal for each component of the system, to include on-going expenses for software licensing, etc. Include a schedule of pricing or volume discounts for components of the system for future expansion. (250 points)

4. **References:** Provide a list of at least three (3) clients for whom you have performed similar work in the last 3 years. Include a short description of the types of items/services your firm provided and when they were provided. The same standard of references shall be applied to any subcontractors included in this proposal. (50 points)

Disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to the invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, or disability in consideration for an award for any contract entered into with the Bike Share Program.

**PART IV: CONTENTS OF PROPOSAL**

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the Scope of Work.

If the proposer intends to subcontract any aspect of the program as described in the Scope of Work please provide details on which parts of the proposal are going to be subcontracted, who your partners will be, and what roles they will perform. Provide references for the subcontractors exactly as you are providing for your own firm.

Firms shall provide the following information:

1. A detailed description and the full specifications of the product/equipment proposed. Each firm will indicate in its proposal the firm’s ability to achieve/comply with each specification detailed in the Scope of Work. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the specifications in a line-by-line process.

2. A brief history of the firm and its experience, qualifications and success in providing the type of products and services requested.

3. Provide a detailed timeline from notice to completion of the System.

4. Information on the warranty associated with all products the firm is proposing and any extended warranty (include the price) that might be available.

5. The firm’s proposed price/fee for providing the Goods and Services, to include shipping charges.

6. At least three references where similar goods and/or services have been provided. Include the name of the firm/organization, the complete mailing address, and the name of the contact person and telephone number.
PART V - PRICING

VRT has sufficient resources to launch the first phase of the envisioned System in Spring / Summer of 2014, roughly 70 bikes and seven stations. VRT is interested in an option to procure expansions of the system over the horizon of the contract with the successful proposer. To that extent VRT is interested in specific price points for the bikes, stations and other components that would assist the agency in making decisions on what to purchase. If there are volume discounts for one or more of the components to the System they need to be clearly identified. Firms are encouraged to submit pricing that includes the following concepts: See Proposed Prices, Exhibit B.

a) Pricing for a delivered System to include all products and services needed for the initial phase of System implementation. Pricing shall be itemized for each component of the System. (bikes, docking stations, kiosks, hardware, software, etc.)

b) Pricing for installation and assembly of the System.

c) Pricing for annual on-going System costs (software licensing, connectivity, maintenance and updates of System, etc.)

d) Pricing (and/or a discount structure) for future potential expansion of the System to include not only pricing for future System expansion, but also pricing that will be available for System expansion into other areas in the City of Boise and surrounding communities. This pricing shall be made available to VRT, City government and/or University and other identified partners willing to invest in future expansion of the System. Pricing shall be itemized for each component of the System.

e) Pricing (and/or a discount structure) for replacement parts needed including the acquisition of additional bicycles.

f) Pricing (and/or a discount structure) for any maintenance plans available for the System, including any additional software licensing costs.

g) Pricing for any warranty fees.

h) Pricing for any other products/services needed for seamless continued operation of the System.

i) The project will be administered in accordance with the Project Plans and Special Provisions, the Idaho Standards for Public Work Construction (ISPWC) including local agency modifications on local agency rights of way, and the 2004 Idaho Standard Specifications for Highway Construction, including current Supplemental Specifications within Idaho Transportation Department (ITD) rights of way.
PART VI: REQUIRED WRITTEN RESPONSES

Clear and effective presentations are preferred. Content and completeness are important. Emphasis should be placed on the specific qualifications of the persons who are providing the information and who have experiences with the types of services and the firm’s ability to manage these types of services. Elaborate, decorative or extraneous materials are strongly discouraged. The proposal shall address the Respondent’s qualifications and any sub-consultants on your team.

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<tr>
<th>Item #</th>
<th>Description</th>
<th>Maximum available Raw Score</th>
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<tbody>
<tr>
<td>6.1</td>
<td>Technical Requirements: Describe how the firm will meet each of the specifications detailed in the Scope of Work. If there are specifications that the firm will not be able to meet, please provide an explanation or an alternative that would substitute for the specification.</td>
<td>250</td>
</tr>
<tr>
<td>6.2</td>
<td>Project Management/Key Personnel: Identify by name and title the specific skills of the person or persons who would be assigned to oversee the management of the Boise Bike Share Program contract from your firm and who will be the primary point of contact. Describe how this person would interact with the Boise Bike Share Director. If there are to be subcontractors, please identify them by name and title and explain which aspects of the program they will be responsible for.</td>
<td>100</td>
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<tr>
<td>6.3</td>
<td>Pricing: Provide a detailed description of the proposed system based on the specifications in the Scope of Work. Include itemized pricing for each component of the system. Provide information on discounts available for volume purchases and/or System expansion. Pricing information shall also contain on-going expenses such as software licensing, System maintenance, warranty, etc.</td>
<td>250</td>
</tr>
<tr>
<td>6.4</td>
<td>References: Provide a list of at least three (3) clients for whom you have performed similar work in the last 3 years. Provide a description of the projects, their size (number of bikes and stations) and the name, address and phone number of a person who can be contacted regarding your firm’s performance on the project. Include a short description of the types of items/services your firm provided and when they were provided. The same standard of references shall be applied to any subcontractors included in this proposal.</td>
<td>50</td>
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</tbody>
</table>
PART VI cont. - REFERENCES

A minimum of three (3) References are required

Company Name: _____________________________________________
Type of work performed: _______________________________________
When Performed: _____________________________________________
Contact Name: _______________________________________________
Contact Information: __________________________________________

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Type of work performed: _______________________________________
When Performed: _____________________________________________
Contact Name: _______________________________________________
Contact Information: __________________________________________

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Type of work performed: _______________________________________
When Performed: _____________________________________________
Contact Name: _______________________________________________
Contact Information: __________________________________________
PART VII -- FEDERAL CONTRACTING REQUIREMENTS

19.1 Disadvantaged Business Enterprises (DBA) Status. VRT is required to seek qualified, certified DBE firms for contracting and purchasing opportunities. VRT encourages such participation. Supplier shall make known to VRT Supplier’s status as a certified DBE. Should DBE status, as defined under Federal regulations, be claimed by Supplier, Supplier agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VRT as grounds for termination of this agreement. When sub-agreements with other parties are required to fulfill the Scope of Work, Supplier agrees to notify VRT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VRT) to perform the work. Supplier will notify VRT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, Supplier shall provide VRT of written proof of DBE certification.

19.2 Prompt Payment and Return of Retainage. Supplier agrees to pay each of its subcontractors for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment Supplier receives for that work from VRT, and to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)’ work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of VRT. This clause applies to both DBE and non-DBE subcontractors. It is the responsibility of the subcontractors to notify VRT of any Supplier’s noncompliance with the foregoing.

19.3 Incorporation of Federal Transit Administration (“FTA”) Terms. The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation (“DOT”), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA C 4220.1F (Rev.3 February 15, 2011), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any request by VRT which would cause VRT to be in violation of the FTA terms and conditions.

19.4 Federal Changes. Supplier shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Supplier's failure to so comply shall constitute a material breach of this Agreement.

19.5 Civil Rights The following requirements apply to this Agreement:
**Nondiscrimination** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Supplier agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Supplier agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:

**Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of providing the services contracted for under this Agreement. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements FTA may issue.

**Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Supplier agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Supplier agrees to comply with any implementing requirements FTA may issue.

**Disabilities** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Supplier agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Supplier agrees to comply with any implementing requirements FTA may issue.

Supplier also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Program Fraud and False or Fraudulent Statements or Related Acts**
Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the good and services to be provided under this Agreement. Upon execution of this Agreement, Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, Supplier further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Supplier to the extent the Federal Government deems appropriate.

Supplier also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Supplier, to the extent the Federal Government deems appropriate.

Supplier agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20.4 No Obligation by the Federal Government.

VRT and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to VRT, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

Supplier agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20.5 Federal Privacy Act Requirements.

Supplier agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Supplier agrees to obtain the express consent of the Federal Government before Supplier or its employees operate a system of records on behalf of the Federal Government. Supplier understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.
Supplier also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20.6 Records Disclosure.

Supplier agrees to provide VRT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Supplier which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Supplier also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Supplier access to Supplier's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Supplier agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Supplier agrees to maintain same until VRT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

20.7 Energy Conservation. Supplier agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19.11 Americans with Disabilities Act (ADA). Supplier agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

19.12 Buy America Requirement.

Supplier agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and
microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock shall be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror shall submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

19.13 Recycled Products.

Supplier agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

19.14 Clean Water Act

Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Supplier agrees to report each violation to VRT and understands and agrees that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Supplier also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

19.15 Clean Air Act.

Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Supplier agrees to report each violation to VRT and understands and agrees that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Supplier also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

19.16 Lobbying Limitations and Certification

By executing this Agreement, Supplier certifies that, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of Supplier, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering
into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Supplier shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 [1/19/96]).

Supplier shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19.17 Debarment and Suspension (Nonprocurement)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

By signing and submitting this Agreement, Supplier is providing certification of the facts set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VRT may pursue available remedies, including suspension and/or debarment.

Supplier shall provide immediate written notice to VRT if at any time Supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Supplier agrees by entering into this Agreement, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VRT.

Supplier further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Supplier, as a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 above, if Supplier, as a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, VRT may pursue available remedies including suspension and/or debarment.

PART VII - RESPONDENT'S INFORMATION & CERTIFICATION

RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA(S):

<table>
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<th>ADDENDA #</th>
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<tr>
<td>3.</td>
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<td>4.</td>
<td></td>
</tr>
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</table>
RESPONDENT (GENERAL INFORMATION)

The undersigned certifies as follows:
(1) That he/she has read and understands all requirements and specifications of the proposal invitation; and
(2) That he/she agrees to all requirements, specifications, terms, and conditions of the proposal referenced above; and
(3) That he/she will furnish the designated items(s) and/or service(s) as quoted in the Proposal; and
(4) That he/she certifies under penalty of perjury that the Respondent is, to the best of his/her knowledge, not in violation of any Idaho tax law; and
(5) That his/her company has been certified as one of the following registered business classifications:

DBE _____ Corporation_____ Other (identify): __________________________

Idaho Resident Bidder: Yes: _____ No: _____

Federal Tax I.D. Number: __________________________

Name of Company: __________________________

Firm’s Address: __________________________

Firm’s Telephone: __________________________ Fax: __________________________

Contact Person and Title: __________________________

Contact Phone: _______________ Contact fax: _______________

Contact e-mail: __________________________

Project Manager Name (if different from Contact Person): __________________________

Address where correspondence should be sent: __________________________

________________________________________________________

Respondent understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with Valley Regional Transit that incorporates the terms and conditions of the Project Services Agreement.

Consultant understands that this proposal constitutes a firm proposal to Valley Regional Transit that cannot be withdrawn for one hundred twenty (120) calendar days from the
date of the deadline for receipt of proposals. The successful Respondent agrees to deliver to Valley Regional Transit the required insurance certificates no later than ten (10) calendar days after the date of Contract Award by VRT and before any work can commence on the project.

Respondent, Company Name: ________________________________

Respondent's Signature ______________________________________

Date ______________________


CONFLICT OF INTEREST AFFIDAVIT

The undersigned, being first duly sworn on oath states on behalf of the Respondent:

Conflict of Interest - That the Respondent, by entering into this contract with VRT is to perform or provide work, services or materials to Valley Regional Transit, has thereby covenanted, and by this affidavit does again covenant any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such a interest. In the event that the Respondent, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to Valley Regional Transit and take action immediately to eliminate the conflict or to withdraw from this contract, as Valley Regional Transit may require.

Contingent Fees and Gratuities - That the Respondent, by entering into this contract with VRT to perform or provide services or materials for VRT has thereby covenanted, and by this affidavit does again covenant and assure:

1. That no person or selling agency except employees or designated, agents or representatives of the Respondent has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Respondent or any of its agents, employees or representatives, to any official, member or employee of Valley Regional Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

________________________
Company Name

By: ____________________________

Title: ____________________________
Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the respondent is required to verify that none of the respondent, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The respondent is required to comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Valley Regional Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Regional Transit the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If there are any exceptions to this certification, insert the exceptions in the space below:

Exceptions will not necessarily result in denial of award, but will be considered in determining proposal responsibility. For any exception noted below, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

__________________________________________ ________________________________
COMPANY NAME (Type or Print)   AUTHORIZED SIGNATURE

__________________________________________
NAME & TITLE (Type or Print)

__________________________________________
CITY, STATE, ZIP   TELEPHONE

DATE
REQUEST FOR EXCEPTIONS, CLARIFICATIONS, AND CHANGES

Project Title: ___________________________  Contract No. ____________________

Company Name: ___________________________  Date: _______________________

Document Reference (check one):
General Requirements  ___________  Page No. ___________
Specifications  ___________  Section No: ___________
Contract  ___________

Section Title: __________________________

PROPOSER’S REQUEST:

VRT Response:

Approved _________________  Denied _________________

VRT Comments:

________________________________________  _______________________
VRT Authorized Signature  Date of Response
Exhibit A

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<th>Bike Share Program Time Schedule</th>
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<td>Friday, November 15, 2013</td>
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<tr>
<td>Friday, November 29, 2013</td>
<td>Written questions due</td>
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<tr>
<td>Thursday, December 12, 2013</td>
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<tr>
<td>Thursday, December 27, 2013</td>
<td>Vendor Proposals due</td>
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<td>Monday, January 17, 2014</td>
<td>Expected Award Date.</td>
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## PROPOSED PRICE LIST

**Exhibit B**

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|   |   | TOTAL BID |

Estimated Delivery Schedule:

Respondent's (Company) name: ____________________________________________
ATTACHMENT B

PROPOSED STATION LOCATION MAP
Bike Share Station Locations with Descriptions

**Blue Dots - Phase I**

**Old Borah Post Office**

This location is close to downtown eateries, the Capitol, condos and offices. The location has broad sidewalks and is state-owned property. SW corner of 8th and Bannock.

**City Hall Plaza**

The City Hall Plaza is going to be renovated soon, it is a broad open space with high visibility. Since it is city owned property and the city supports bike share, this seems like a logical location. East side of Capitol Blvd between Main and Idaho.

**Boise Centre on the Grove**
This is a big open space where citizens gather in the summer for Alive After Five and the Saturday market. High visibility and publicly owned property make this a good choice for a bike station.

We are looking at an area that is currently grass on the north side of Front Street, the SE corner of the Boise Centre on the Grove. It is an indentation off the main 8th Street pedestrian corridor, directly abutting the Centre building.

**St. Luke's Campus**

St. Luke's represents a dense, 24-hour, seven-day-a-week employment center. The campus is just a little bit too far from the downtown core for people to walk for lunch. The campus is crowded, but there might be the possibility of using parking spaces in a lot on 2nd Street between Idaho and Bannock, or south of Main Street near an employee parking garage.

**East end of downtown**

The original suggestion was for a station at the Ada County Courthouse, but the stakeholders thought that placing the station further east, near the U of I Water Center, Winco and Whole Foods would be a better location. High visibility, residential population in apartments, retail destinations, the U of I campus and state offices all make this a good location.

There is a broad, open plaza that wraps around the Water Center to the South and Southwest. There is already existing bike parking.

**Cultural District Area**

This area offers high visibility and access to the Boise Public Library on one side of Capitol Blvd and the Art and History Museums on the other. It also offers great access to the Boise Greenbelt and the Boise State University campus. Not far to the north are several large hotel complexes and BoDo, a retail, office and dining and entertainment destination. It was thought by the stakeholders that putting the station on the Capitol Blvd would increase visibility.

The actual location would be in 2-3 current street parking spaces on the west side of the street in front of the Boise Art Museum. We suggest the spaces furthest to the north, close to the entrance to the park.

**Albertson Library BSU Campus**

The original proposal was to put bike share on the Quad at BSU, but the campus transportation plan doesn't allow bikes on the Quad. There is open space to the NW of the Albertson Library, which is currently bike parking. There is also a bike path nearby. This location is also near residence halls on the BSU campus. There is a bridge that crosses the river not far from this location that would facilitate traffic from Julia Davis park.
Red Dots – Phase II

YMCA Area - State & 11th

The YMCA has a terrible parking problem with its downtown facility. The stakeholders felt that a bike station nearby might help to relieve some of that parking problem if members could jump on a bike from another location and ride to the Y. This is a highly visible location along a transit route, and within a block of Boise High School. The actual location is yet to be determined. There is surface parking all around the intersections of 11th and State, and 10th and State. Installing bike share stations would involve losing some surface or street parking.

Idaho Power Plaza

The stakeholders felt a bike station on the Idaho Power Plaza might offer a number of advantages to providing bike share to the western part of downtown. It wouldn't intrude on the public sidewalk because its private property. It would be across the street from Idaho Mountain Touring, a bike shop, and it would serve the employers in that part of downtown, especially Idaho Power itself, which could become a sponsor. (Think carbon credits) There are a couple of alternative to this site: The Boise Plaza one block north and east, has many of the same attributes, and in some ways is superior to Idaho Power because of it’s broad sidewalks and surrounding surface parking lots. Finally there is an area near the Owyhee Plaza. This would have to be in street parking spaces because developer Clay Carley says he won’t give up space in either of his parking lots.

URS Business Park

This would be the most easterly location for a bike share station. The group felt a station should be located on the east end of this property because of its access to Municipal Park, the Greenbelt and the employment area that is the URS Plaza. Also there will be new development at this intersection in the near future.

BSU SUB

There is a broad plaza area on the SW corner of the Student Union Building that has existing bike parking with space available for a bike share station. This is a highly visible location near several important buildings on the BSU campus. The Lincoln Parking Garage across University Drive from the SUB, houses the Cycle Education Center. A block to the east is the Recreation Center. A bike station in this location could serve multiple audiences as they try to get around campus.

17th & State

This is a highly visible location on a transit line that would provide a linkage from downtown to the northend. In this area are a number of retail stores as well as restaurants and offices. The parking lot on the southwest of Albertsons closest to State is under-utilized and could be
a potential location. On 17th Street there are pull-outs that could also host a bike share station.

**State Office Complex**

An actual location for this proposed station has not been identified. However, it is felt that there needs to be a link between the proposed location at St. Luke's and downtown. State offices employ a lot of people who could use bikes to get to downtown, or run to other state offices. The downside would be that bikes at this station probably wouldn't see much use on weekends.

**JUMP**

Jack's Urban Meeting Place seems like a good location for a bike station, as long as it is put on the SW corner of the lot, near 11th St and the nearby Pioneer Pathway, that connects to the Greenbelt. JUMP is going to be an attraction in of itself, but this location is also within a block of several downtown hotels and offers ready access to the Greenbelt. This would be private property, but the design of JUMP should allow for some open plaza space that could accommodate a bike station.