

REQUEST FOR PROPOSALS (RFP)

Bicycle Share Operation Services

Solicited by

MAPC – the Metropolitan Area Planning Council

On behalf of acting on behalf of the Cities of Boston and Somerville
and the Town of Brookline

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Part I Introduction & General Information

Introduction

This **Request for Proposals (RFP)** is being issued by the Metropolitan Area Planning Council (MAPC)^{1, 2}, on behalf of the Cities of Boston and Somerville and the Town of Brookline to solicit responses from qualified for- or non-profit organizations to provide Bicycle Sharing Operation Services for the “Hubway” bike share system. The system currently operates in the cities of Boston, Cambridge, and Somerville, and the Town of Brookline. Work may include some or all elements of operations including organization development, system oversight, bike and station maintenance, customer service, station installation and removal, bike distribution, permitting, helmet operations, sponsor fulfillment, reporting, marketing, and IT. The scope is more specifically defined in Part II, Scope of Work. Each municipality will have the opportunity to select the scope of services that best fits its own needs.

Please see a listing of the MAPC Region municipalities in Appendix D, that by being listed, will be legally eligible to, and may of their own volition, contract with the selected vendor.

Adjacent municipalities that have expressed varying levels of interest to date include Arlington, Malden, Newton, Revere, Watertown, and Winthrop.

Applicable Laws

This procurement is conducted in conformance with Massachusetts General Laws, Chapter 7, Section 22B and Chapter 30B. Government entities are generally exempt from Massachusetts sales tax and U.S. excise tax.

Funding of the system at the municipal level has in the past and may continue to involve federal and/or state funding. All federal, state, Massachusetts Department of

¹ MAPC is the regional planning agency (RPA) for the greater Boston region. It is a governmental entity established by M.G.L. c.40B, s.24, et al, to maintain a regional perspective on growth, development and governance for the welfare of the region. It is qualified as a collective purchasing entity under M.G.L. c.7, s.22B.

² As a regional planning agency, MAPC is committed to policies and initiatives that help the region’s populace, businesses, and governments make responsible choices related to land use, transportation, economic development and environmental management.

Transportation (MassDOT), Massachusetts Bay Transportation Authority (MBTA), and municipal requirements must be followed.

Decision to Use Request for Proposals

The Metropolitan Area Planning Council (MAPC), acting on behalf of the Cities of Boston and Somerville and the Town of Brookline, to secure the services of Bicycle Sharing Operation Services for the “Hubway” bike share system, has determined that in order to select the most advantageous proposal, comparative judgment of technical factors in addition to price will be necessary and that the RFP process will best achieve this end.

Therefore, the proposal offering the lowest price may not necessarily be the most advantageous proposal.

MAPC reserves the right to cancel all or any part of this solicitation and to accept or reject, in whole or in part, any and all proposals as permitted by law if in its judgment doing so is in the best interest of MAPC and the Cities of Boston and Somerville and the Town of Brookline.

Definitions

The following terms are used in this Request for Proposals (RFP).

Term	Definition
▶ Highlighted Text	Indicates warnings or instructions that if not heeded will or could result in Proposer disqualification
Contract	Any contract resulting from this procurement
Contractor Vendor	Any party to whom a contract has been awarded under this procurement <i>Requirements pertaining to Proposers(or Respondents) and Contractors (or Vendors) may vary</i>
Days	Calendar days, unless otherwise specified

Proposer	Any offeror who submits a proposal in response to this solicitation
Respondent	
RFP	This request for proposals
Successful Proposer	The responsive and responsible contractor (vendor) selected as offering the most advantageous proposal and having the opportunity to contract with each municipality
Successful Respondent	

Contract Term

TERM

One (1) year from date of execution with the option to renew for two (2) additional one-year terms at the discretion of the municipality.

MAPC is performing this procurement on behalf of the Cities of Boston and Somerville and the Town of Brookline. Each municipality shall have the sole authority to award a contract in its best interests, but all contracts so executed shall be consistent with the terms of this procurement.

Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products/ services offered during the contract periods.

RFP Availability

Contact ...

Primary: Heidi Anderson 617.933.0764
 Email handerson@mapc.org
 Fax 617.423.0584

Email requests must contain Vendor's ...

- Contact person name;

- Company name;
- Street address, city, state and zip;
- Phone and fax numbers, and
- Email address.

RFP documents will be emailed unless delivery via U.S. Mail is specified by the requestor.

The RFP may be obtained from Mon, Nov 25, 2013 at 10:00 AM through Fri, Nov 13, 2013 at 5:00 PM.

Vendors Conferences

There will be no mandatory pre-proposal vendors' conference for this RFP. However, there will be at least two (2) Proposers Calls currently scheduled for Wed, Dec 5, 2013 at 12:00 noon EST and Wed, Dec 18, 2013 at 12:00 noon EST with MAPC reserving the right to add additional Proposers Calls if needed. Location and Conference Call-In information TBD.

Disclosure of Information

Submission of a Proposal shall be deemed acknowledgement that the Proposer is familiar with the Massachusetts Public Records Law, M.G.L. c. 66 s. 10 and is bound thereby. Disclosure of any information provided by a Proposer in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c. 66 s. 10. To review copies of proposals after contracts have been awarded, submit a written request in compliance with the Massachusetts Public Record Law to the RFP contact person identified in Part I of this RFP.

Bid Bond

No Bid Bond is required.

General Contract Terms and Conditions

Any contract(s) resulting between the selected vendor and a municipality, shall include, though not be limited to including, the following terms and conditions:

- Identify schedule
- Specify term of contract
- Identify areas/locations of operation
- Specify payment schedule
- Identify the parties to the contract and the responsible parties to receive any notices under the contract;
- Incorporate by reference the selected vendor's proposal;
- Incorporate by reference the acquisition description;
- Specify the warranties and remedies;
- Specify the contractor's responsibility for providing liability insurance;
- Specify that all contract amendments must be in writing and signed by responsible officials;
- Specify what constitutes cause to terminate the contract, what notice must be provided prior to termination, and what opportunity will be granted to correct any problem;
- Prohibit any activity that would constitute a violation of the conflict of interest statute (M.G.L. c.268A.);
- Include a certification of tax compliance by the vendor. (M.G.L. c.62C, s.49A.);
- Specify that the document is the entire contract and that there are no agreements other than those incorporated therein;
- Specify the vendor's responsibility for defending and indemnifying participating municipalities and Eligible Entities;
- Include provisions on waiver, severability, non-assignment, and force majeure.

Part II Scope of Services

Overview

The Metropolitan Area Planning Council, on behalf of the Cities of Boston and Somerville and the Town of Brookline, pursuant to G.L. c. 7, § 22B, is seeking responsive proposals from qualified organizations including for- and non-profit organizations, to provide Bicycle Share Operation Services for the “Hubway” bike share system. The system currently operates in the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline, Massachusetts. Work may include some or all elements of operations including organization development, system oversight, bike and station maintenance, customer service, station installation and removal, bike distribution, permitting, helmet operations, sponsor fulfillment, reporting, marketing, and IT.

The scope is divided into required and premium services. The RFP is so structured so that each municipality may choose the scope of services, within those services listed in this RFP that best fits its own needs. The vendor will be required to provide required services; each municipality may opt to have the vendor perform premium services as well. Each municipality will have the opportunity to select the scope of services that best fits its own needs.

Schedule A - Statement of Work from Boston’s current contract with Alta Bicycle Share, Inc. (Alta) is included in Appendix J to provide more information regarding current services provided. Additionally, Appendix E has pertinent data from the Hubway system to help understand more specific requirements.

Hubway launched in 2011, becoming one of the first fully automated, third-generation bike share systems in the country. The US bike share landscape has changed dramatically since then. The system has proven itself to be more than viable and is now a valuable transportation asset for the Participating Municipalities. Dozens of systems have launched including New York City, San Francisco and Chicago; the country’s earliest systems will soon turn five.

It is the intent of this RFP that the Successful Respondent will fully appreciate lessons learned in bike share, particularly relative to costs and operations efficiencies. The Successful Respondent will provide state-of-the-practice and cost-effective operations services. Competence in business management and operations, a demonstrated knowledge of technology and an understanding of the project are critical.

The Successful Respondent will have the right to contract with the Cities of Boston and Somerville and the Town of Brookline. Each municipality may opt to contract with the Successful Respondent, or to have a different operations provider operate its portion of the Hubway system. While the municipalities would like to have a single vendor oversee operations for the entire Hubway system, it is possible, as a result of this RFP, that two or more vendors will operate Hubway.

The Successful Respondent will be required to provide a seamless transition of service. In the event of two operators, it will be the operators' responsibilities to ensure the system functions as a seamless, single system to the user. The Successful Respondent will need to work with the existing vendor, Alta Bicycle Share, Inc. and its sub-consultants.

This RFP provides for a flat fee for service, based on the number of docking points under the Successful Respondent's operations. Cost will play a significant role in proposal ratings.

Vision

Hubway is part of a collective vision for a vibrant and healthy urban region that benefits all its citizens. It seeks to make Metro Boston a world-class bicycling destination by not only offering convenient access via bicycle, but also creating safe and inviting conditions for all residents and visitors. MAPC and the municipalities currently comprising the Hubway system seek to support a state-of-the-art green mass transportation system that inspires mainstream residents and tourists to choose bicycling as a primary means of transportation. Bike share has proven transformative around the world by dramatically increasing the bicycling mode share. Hubway has had a similar impact here in Metro Boston, and is a key factor underlying the dramatic increase in bike ridership.

The municipalities of the Hubway system believe Hubway can achieve the following:

- Expand options for personal transportation;
- Reduce dependency on automobiles, particularly for short trips in the city center;
- Reduce motor vehicle trips, vehicle emissions and demand for parking;
- Enhance the region's existing public transportation system by facilitating the first or last leg of a trip and enable bus, rail, and boat commuters to make short trips from the workplace or home without a car;

- Expand the health and wellness benefits of bicycle transportation beyond traditional enthusiast groups to everyone living or working in the municipalities served by Hubway;
- Spur the transformation of streets in urban areas to become environments where pedestrians and bicyclists feel safe and comfortable.

Purpose

It is the purpose of this RFP to identify an organization that can support the region's vision for the Hubway system while ensuring users of all backgrounds have a seamless and positive experience.

The operating team will be efficiently and thoughtfully organized and managed; the system operated in an innovative and cost-effective manner, realizing economies of scale, with an eye to a self-sustaining system in which user revenue and fees equal to operations costs.

The operating team will prioritize the needs of Hubway users, quickly addressing any issues that arise.

Equipment, helmets and inventory will be maintained and in excellent condition. Rebalancing will be optimized with appropriate technology employed to ensure that bikes are evenly and regularly distributed throughout the system.

The operators, regional and municipal partners, and funding agencies will be partners, aligned in their efforts to realize the vision and system goals outlined in this RFP.

Background

Launch

In October, 2010 MAPC conducted a procurement process for a bicycle share vendor, consistent with the requirements of MGL Ch. 30B. Individual municipalities were encouraged to contract with the selected vendor. In July, 2011, Boston became the first municipality to do so, launching the Hubway bike share system providing third generation automated bicycle rentals in the City of Boston. The original system consisted of 61 stations and 610 bicycles in downtown Boston and immediately surrounding neighborhoods of the city. In 2012, neighboring municipalities of Cambridge, Somerville and Brookline joined the system, growing Hubway to 105 stations and creating a

network of interconnected bike share stations across multiple municipalities and in numerous neighborhoods. The system currently has 131 stations and 1,126 bicycles. All stations, bicycles, and IT resources are completely unified and seamless from the user's perspective.

Pricing

Like other third generation bike share systems, Hubway works by allowing users to swipe a credit card or membership key to unlock a bike, which can be returned to any station. Daily, weekly, monthly, full-year, corporate and subsidized passes are currently available. All pass types entitle users to an unlimited number of bike trips of 30 minutes or less; trips over 30 minutes incur additional fees. Pricing is as follows:

- Daily passes - \$6.
- Annual passes - \$85.
- Corporate annual passes - \$50.
- Subsidized annual passes - \$5.
- Monthly passes - \$20.

Bike Share Equipment

Bikes and stations are designed specifically for use as shared bikes. The stations are fully mobile, modular and solar-powered. This allows for easy installation and removal; station sizes can be increased or decreased simply based on demand; stations do not need to hook into electrical grids but instead use solar power.

Bicycles have reinforced frames to hold up to vandals; use non-standard parts and require non-standard tools to deter theft; are fully rust-resistant for outdoor use; are specially designed for use by inexperienced and casual users with a step through design and simple shifting and braking systems; function in a lock-and-key system with the hubs for secure renting and returning; include puncture resistant tires; and incorporate pedal-powered lighting systems for safety.

All bike share equipment has been purchased from PBSC Urban Solutions ("PBSC") and runs on a software platform, created through a joint venture between PBSC and 8D Technologies Inc. (the "Backend"). Municipalities will reimburse, on an actual costs basis, the operator for licensing of software and spare parts purchases. The required Scope of Services does not include the purchase of new bike share stations or bicycles. Municipalities that choose to purchase new station equipment will do so through separate procurements. It is anticipated that any new equipment will be fully interoperable with PBCS equipment and operate on the existing Backend.

Technical Specifications

The PBSC system has been recognized as one of the best bike share systems in the world. The system has received numerous international awards including Time Magazine's 19th best invention of the year, in 2008, following the "Mars Rover." The PBSC systems currently power 2,600 stations and 37,000 bicycles in 10 cities including London, Melbourne, New York City, Chicago, Montreal, San Francisco and metro-Boston. PBSC is headquartered in Montreal with manufacturing in New York State.

Bike

Critical components of the bike include:

- Light, strong, durable aluminum frame
- One piece handlebar to cover and protect all components
- Cables and derailleur covered for protection
- Chain protector integrated into the bicycle structure for longer useful life and rider protection
- Active front and rear lighting powered by Shimano Nexus hub dynamo (10,000 hour lifespan)
- Front and rear internal brakes
- Open style luggage carrier
- Adjustable seat that cannot be removed. Seat post is marked with a numbered scale.
- An RFID tag which doubles as anti-theft mechanism
- 3 speed internal gearing
- Low center of gravity for stability
- Heavy duty double wall rims with anti-snake bike design to avoid pinch flats. 36 spoke wheels
- Tires made of rugged heavy duty puncture proof casing with security reflector band on each side.

Station

Stations and components are modular, portable and designed to fit neatly into urban settings, including historical districts. A station is comprised of a technical platform on which docking points and a terminal are mounted. Because of the modularity of the system, each station can easily be expanded to meet demand. Station components include:

- A wireless terminal where users, subscribers and occasional riders carry out transactions
- A variable number of docking points where bicycles are secured when not in use.

The system is fully autonomous and relies entirely on solar power and wireless communications, eliminating dependence on telecom cabling and electrical grid connectivity, thus reducing installation costs and start up times. No excavation is needed for installation. Per station installation can take as little as one hour, once all components are on site.

Station-wide electrical requirements are powered by a constant energy supply from two batteries. The charge from the solar panels is controlled by a proprietary internal power controller board (power hub). This ensures that power failures across the grid do not impact the PBSC system and do not compromise the continuity of operations.

Terminal

The terminal is the bicycle station component where all communications are linked between the bicycles, the docking points and the PBSC control center. It is also the place where non-subscribers and occasional users such as tourists can secure a day or week pass for immediate use of the bicycles. The terminal includes a communication device, credit card processing, multi-function user interface and more.

Docking Points

The docking point is the module where bicycles are parked and locked when not in use. It is also the point where subscribers can check in and out a bicycle by inserting a PBSC-key in the reader. This feature allows multiple users to pick up and return bicycles concurrently without delays or standing in line at the terminal. Docking point features include:

- Uniform “plug and play” modules that enable an easy fit into the technical platform
- Corrosion resistant aluminum
- Easy to remove, replace and repair
- Virtually no downtime
- Simple and easy to use interface
- Front-end protector that also serves as an anti-theft mechanism
- Breakdowns may be reported directly from the docking points.

Technical Platform

The technical platform is the physical support onto which docking points and terminals are mounted. It is the base and hub for all electronic communications between a docking point and the terminal. The same base is used to mount the terminal or docking points. Its “Drop and Go” design makes the station completely portable and infinitely expandable. As many as 250 bicycles may be parked at a single station. Features include:

- Uniform modules enable “plug and play” expansion of the system
- No construction, excavation or site preparation is needed. No damage done to the area pavement under the station
- Easy to install, maintain, relocate and remove.

PBSC-key

The PBSC-key is an RFID-embedded key. Upon registration each user receives a key which allows users to bypass the terminal and go directly to a docking point and choose the bike he/she wants. To check a bike out, members simply insert the key into the docking point of their choosing.

Backend

The Backend provides on the ground operators and program administrators with a complete suite of tools for real-time management of the system in order to facilitate maintenance, repair and redistribution. The system allows the aforementioned individuals to check at all times the critical conditions such as:

- Number of hubs and bicycles available in real time at any location or time
- The functional status of any bicycle, wherein users may notify the system of bicycle malfunctions upon returning a bicycle to the station. This in turn triggers a response from the control center and a real time work order to the ground maintenance crew
- The real time status of key station components such as the communications devices, solar panels and electronics
- Traffic and usage patterns of stations and bicycles
- The real time priority redeployment needs of bicycle hubs and bicycles at any station
- Real-time locating of any bicycle at any station in the network
- Other useful usage data that the system generates including:
 - Bicycle miles travelled
 - Number of trips and their duration
 - Number of bike share users with each type of membership
 - Number of rentals

- Number of rentals per member per day, week or month
- Average number of miles biked per user
- Percentage of additional time granted when the station is full
- Number of bikes in service per day and month
- Average repair time for bicycles needing repair
- Percentage of up time
- Time to respond to requests for stations
- Number of bicycle hubs used per day
- Number of repeated calls to report problems on the most needed spare parts.

Staffing and Operations

Bike and Equipment Operations is currently organized as shown below. As of November 2013, Hubway employs 23.5 FTE. Staffing includes a General Manager who oversees a Deputy General Manager, Marketing Manager and Account & Administration Manager. There is also an Assistant Administrative Manager. In addition the Deputy Manager oversees a street team of 13 FTE including Dispatchers, Bike mechanics, Station Technicians, Rebalancers and Bike checkers. A full organization chart is provided in Appendix E, Hubway Data.

- Rebalancing: Each weekday during which the system is operational, four full size rebalancing vehicles, with one staff person per vehicle, provide rebalancing services from 6 AM to 10 PM. Shift one works from 6 AM to 2:30 PM; Shift two, from 2:30 PM to 10 PM. On weekends and non-work holidays, an average of three vehicles, with one staff person per vehicle, service the system from roughly 8 AM to 10 PM. Weekend and holiday rebalancing varies slightly based on seasonal changes or special events.

One dispatcher oversees rebalancing Monday through Friday during regular business hours. A second dispatcher provides direction Sunday through Thursday evenings.

- The operator currently uses Sprinter vans which hold roughly 30 bikes per vehicle. Occasionally, for special events, the operator may use rebalancing bikes with bike trailers that hold 4 bicycles.
- An average “gain/loss rate” has been established for each station (for the weekdays). Rebalancing is organized around the gain loss rate in a proactive

manner. For example, the AM rush hour, transit hubs lose bicycles, while employment centers gain bicycles. As such, the operator pre-balances by removing bikes from the employment centers and adding them to transit hubs in advance of rush hour. Most outlying stations require little rebalancing.

- Station Technicians: A total of 1.5 FTE currently provide station technical support weekdays from 9 AM to 5 PM. Emergency service is available for unexpected outages on weekends. Technicians travel by bicycle.
- Roving Bike Mechanics: Weekdays, from 9 AM to 5 PM, two bike mechanics travel throughout the system providing basic bike maintenance and repair. Mechanics travel by bicycle. For bicycles requiring significant repairs, roving mechanics designate them as unavailable for use while at the station. The rebalancing team later picks them up and delivers them to the warehouse for repair
- Mechanics: 3 FTE mechanics work in the warehouse to provide ongoing bike maintenance.

Training

Obtaining appropriate training will be the responsibility of the Successful Respondent. Some options for training are as follows:

- Nice Ride Minnesota oversees the longest running PBSC system in the United States. The Nice Ride team is available to provide expert training on all aspects of bike share operations including hardware (bike and station assembly, installation, removal and maintenance), software backend, operations (rebalancing, permitting, logistics, etc.), customer service, reporting, marketing and legal. Contacts include Bill Dossett, Executive Director bdossett@niceridemn.org, 612 436 2074 (office) and Mitch Vars, mvars@niceridemn.org, 877-551-6423.
- PBSC has experience training new operations teams to become successful operators. PBSC may provide hardware and software training related to all aspects of operations including bike and station assembly and maintenance, spare part ordering, back end software systems including reporting and financial, installation and removal requirements, organizational structure, etc. Training may include sending lead bike mechanics, station technicians, operations managers and/or customer service team members to Montreal for multiple days for on-site

training. For more information, please contact PBSC, Gian Carlo Crivello, gcrivello@publicbikesystem.com, 514-789-2494 x 2022.

- 8D Technologies Inc. is available to answer questions regarding software and the IT systems associated with the equipment. Contact information for 8D Technologies Inc.: Isabelle Bettez, President and CEO, ibettez@8D.com, 514 906.1212, x222.
- Numerous independent operations teams have successfully run bike share systems using PBSC equipment including the bike share systems in London, Minneapolis, Salt Lake City, and Aspen. Staff from these operations team may be able to provide training. For information on how to reach out these operations teams, contact: David Vega-Barachowitz, Director Designing Cities Initiative, NACTO, david@nacto.org, 212-839-6421

Season

Hubway currently operates in the spring, summer, and fall of each year, and closes for the winter. Stations historically were installed mid-April and removed the last week in November, weather dependent, for winter storage. During the operational season, Hubway bikes may be rented twenty-four (24) hours per day. It is anticipated in this RFP that the system may extend the standard season to start in early-to-mid March and run through mid-to-late December. Some or all of the municipalities may choose to keep the system open year-round in the undetermined future. The City of Cambridge is operating year-round on a pilot basis starting December, 2013.

Users & Trip Types

The Hubway system, from equipment design and station placement to price structure and marketing attracts the following types of users:

- Residents and commuters who frequently use Hubway and purchase annual or corporate annual memberships;
- Low income residents who purchase annual Hubway memberships at a subsidized rate. Eligibility is established by each municipality based on income, public assistance, etc.
- Visitors and tourists using the system for short periods, typically purchasing casual or weekly memberships and contributing a significant amount of revenue to the system;

- Residents who use the system infrequently, typically purchasing casual memberships.

Trips tend to be of the following nature:

- Short bicycle trips in conjunction with public transit usage;
- Short bicycle trips to replacing vehicle and/or pedestrian trips;
- Short bicycle trips in areas not well served by public transportation.

System Size

The four municipalities currently comprising Hubway include Boston, Cambridge, Brookline and Somerville. A map of the Hubway region can be found in Appendix E, Hubway Data.

The system currently has the following number of docks, stations and bikes:

- 131 total stations
- 2300 total docks
- 1126 total bikes
- Average docks to bikes: 2:1
- Average docks per station: 17:1
- Average station length: 41- 61' (41' = 15 docks; 51' = 19 docks; 61' = 23 docks)

The breakdown of stations and docks by municipality is as follows:

- Boston 88 stations, 1537 docks
- Cambridge 27 stations, 505 docks
- Brookline 4 stations, 64 docks
- Somerville 12 stations, 194 docks

Stations are concentrated primarily in areas with high commercial, job, residential, educational and transit density. However, geographic distribution and equity are key public goals and municipalities have begun expanding the system further from the downtown cores into early adopter neighborhoods. Although individual municipalities choose to prioritize station locations with varying objectives, station locations are typically selected for the following reasons:

- Revenue generating

- Equity
- Gap fill
- Rebalancing
- Demand/ridership potential.

Connectivity to the existing network is a prerequisite for new station placement, as station density is a key success factor for the system. Existing station density is 1.95 stations per square mile, with 130 stations in a coverage area of 66.56 square miles. Anticipated future density will decline a somewhat as the system expands more into neighborhoods. However, stations will typically not be placed than 1 mile from existing station, and in only rare occasions.

In 2014, the four municipalities anticipate adding roughly 28 new stations to the system, with the majority of stations placed in Cambridge and Boston. Farther in the future, it is envisioned that the system will expand into new, adjacent municipalities. Adjacent municipalities that have expressed varying levels of interest to date include Winthrop, Watertown, Newton and Arlington. Based on early calculations of population density, total population and land area, the system could reach the following size long term:

- | | |
|-------------------------|--------------------------------|
| • Total System Size | 601 stations. 10,000+ bicycles |
| • Boston | 225 stations. 3,825+ bicycles |
| • Cambridge | 143 stations. 2,431+ bicycles |
| • Brookline | 22 stations. 374+ bicycles |
| • Somerville | 91 stations. 1,574+ bicycles |
| • Future Municipalities | 120 stations. 2,040+ bicycles |

Organizational Structure

While Hubway provides a seamless, regional service to users, each municipality owns its own equipment and each municipality contracts directly with the operations vendor. The four currently participating municipalities have signed a Memorandum of Understanding (“MOU”) to ensure the system functions smoothly as a regional system. The MOU codifies the regional features of the system, determines a cost/revenue attribution and provides for a decision making process to determine system wide features. The MOU discusses front and back end elements that are to be consistent across the system

including the pricing structure, user waiver, system name, website, marketing, payment collection, reporting, etc.

Each participating municipality has appointed a Project Manager (“PM”). The four PM’s, known as the Hubway Advisory Committee (“HAC”), meet bimonthly with the vendor’s general manager to oversee system operations.

Additionally, MAPC helps facilitate numerous aspects of the bike share program including data analysis as well as interactions among existing bike share municipalities, the operations vendor, and interested future municipalities. MAPC also helps to raise funds for the system from public and foundation sources, and may from time to time administer some of these funds. MAPC is a signatory on the regional MOU, facilitates the regular HAC meetings, and advises participating municipalities on issues of importance to the regional system. MAPC is a regional planning agency serving the people who live and work in the 101 cities and towns of Metro-Boston, including all of the participating municipalities. MAPC’s mission is to promote smart growth and regional collaboration

Currently all four municipalities have contracted with a single vendor, Alta Bicycle Share, Inc. (“Alta”). Alta has performed all operations service listed in this RFP since the system’s inception except helmet operations. Existing contracts with Alta expire as follows:

- Boston: April 20, 2014.
- Brookline: March 29, 2015
- Somerville: April 22, 2015

Having a single operations vendor is simplest and strongly preferred. However, since municipalities are not required to contract with the Successful Respondent, this RFP process could result in two different operations vendors. Should two operations vendors exist, the municipalities will want to preserve the regional nature of the system. It is expected that the Successful Respondent will participate in HAC meetings and may need to become a party to the MOU. It is expected that each of the following operations elements will be the sole responsibility of one vendor:

- Website Maintenance, including member agreements
- Customer Service
- Payment Gateway/ Revenue Collection, including bank account management, financial reporting and revenue distribution among the municipalities
- IT Management/ System Backend, including the ability to make all backend changes such as inputting prices, membership types

System Goals

The municipalities of Hubway and MAPC seek to create a safe, significant green public transportation option for all residents at a sustainable cost.

- Significant: The system should carry a significant number of trips per day and have significant membership relative to other public transit options. The system currently has 9,000 members and averages 4,500 trips per day. The population of the four municipalities total nearly 900,000 and Boston sees more than 2,000,000 trips per day (public transit, driving, walking and biking). As such, Hubway membership represents 1% of the local population; Hubway daily trips represent a fraction of one percent of area trips per day.

While membership and trips per day are on par per capita relative to other bike share systems in the United States, the municipalities want Hubway to become a greater part of the region's transportation system. In 2014, the municipalities seek to increase membership and ridership by 50% for 7,000 daily trips and 14,000 members.

- Green: The municipalities envision that Hubway can contribute to the region's greenhouse gases reduction goals by eliminating vehicle trips and environmentally sustainable corporate practices.
- Safe: The municipalities seek to maximize the safety of all users, ensuring all equipment is well-maintained, users are adequately educated on rules of the road and safety issues, and that there is an effective system for making helmets available to users.
- All residents: It is the intent of the municipalities that Hubway serve all residents equally. The four municipalities hope to expand ever deeper into the neighborhoods to serve a greater percentage of the population. In 2014, the municipalities hope to grow the system by 18% to more than 150 stations.

Boston currently runs a subsidized Hubway membership program, which provides reduced cost memberships to low-income Boston residents. The city has sold 800 subsidized memberships to date; nearly 7% of Hubway members residing in Boston registered via the subsidized membership program. In 2014 Boston seeks to grow its subsidized membership program 25% to sell 500 subsidized

memberships. Cambridge, Brookline and Somerville may be interested in starting a subsidized member program.

- Sustainable Costs: The municipalities seek to identify an operator that can provide turnkey operation services at a sustainable cost, roughly equal to the revenue generated from usage fees and memberships. This will ensure the system stays operable into the future, while allowing the municipalities to focus fundraising efforts on purchasing new stations for expansion into the neighborhoods.

It is the intent of the RFP to identify an operator that will be aligned and partnered with the Hubway municipalities and MAPC in support of and pursuit of these goals.

System Costs

As previously noted, cost will play a significant role in proposal ratings.

The preferred standard in the bike share industry is to compare operations costs per dock month. Based on information provided by other municipalities, we list a few examples of approximate operations costs per dock month in those cities. Please note that the scope of services for operations may vary slightly among cities. For instance, DC oversees marketing in-house, while in Minneapolis, costs for fundraising are born by the non-profit operator. In Boston, the operator covers marketing, but not fundraising. Please note also, cost of living, rebalancing demands, etc. all lead to some differences. Although not the only factor in this RFP, cost will be a relevant part of the evaluation process, and cost per dock month will be used as one element of comparison.

1. Minneapolis \$32
2. San Antonio \$49
3. Denver \$106

To better understand basic system costs, FY'2013 direct costs as reported by the Hubway's current operator are shown below.

<p>HUBWAY FY'2013 Annualized system size 104 stations, 1773 docks</p>
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Pro-Forma Description	Totals	
Spare Parts*		*Municipalities will reimburse operator for spare parts purchased from equipment manufacturer, PBSC
Bicycle Spare Parts	\$38,529	
Station Spare Parts	\$35,557	
Direct Costs		
Office Admin/Workroom/Storage	\$155,862	
· <i>Rent</i>	\$70,489	
· <i>R & M Office Equipment</i>	\$400	
· <i>R & M Facilities</i>	\$32,114	
· <i>R & M Vehicles and Equipment</i>	\$14,630	
· <i>R & M - Other</i>	-	
· <i>Delivery and Postage</i>	-	
· <i>Stamps and Regular Postage</i>	\$6,751	
· <i>Overnight Delivery</i>	\$2,247	
· <i>Taxes - Business</i>	-	
· <i>Taxes - Personal Property</i>	-	
· <i>Taxes - Real Property</i>	\$24,900	
· <i>Taxes - Sales</i>	\$3,404	
· <i>Bank Fees</i>	\$392	
· <i>Miscellaneous Expense</i>	\$535	
· <i>Property Taxes</i>	-	
Winter Takedown, Redeployment and Storage	\$21,699	
· <i>Station Deployment</i>	-	
· <i>Site Plans (APD)</i>	\$1,690	
· <i>Station Installation Contractor</i>	\$20,009	

Furnishings	\$10,230	
· <i>Depreciation and Amortization - FFE</i>	\$10,230	
Utilities	\$35,116	
· <i>Water, Sewer and Gas</i>	\$38,791	
· <i>Trash and Refuse Removal</i>	\$2,725	
· <i>Utilities - Other</i>	(\$6,400)	
Supplies	\$27,553	
· <i>Bike Shop Supplies</i>	\$14,152	
· <i>Facilities Supplies</i>	\$2,358	
· <i>Office Supplies</i>	\$11,043	
· <i>Supplies - Other</i>	-	
WebSite/Hosting - see AA	-	
Communication/IT	\$29,549	
· <i>Communications</i>	\$8,184	
· <i>Software & Technical Support</i>	\$835	
· <i>IT Support Services</i>	\$474	
· <i>Conference Calling</i>	\$473	
· <i>Internet Services</i>	\$564	
· <i>Software Subscriptions</i>	\$154	
· <i>Landline and Cell Phone</i>	\$13,949	
· <i>Technology Supplies</i>	\$4,916	
Marketing/Promotions	\$21,892	
· <i>Map Design and Production</i>	\$4,862	
· <i>Material Printing</i>	\$17,030	
· <i>Prospecting and Outreach</i>	-	
· <i>Marketing and Public Relations</i>	-	

Vehicle Lease - see DD	-	
Truck Expenses	\$97,548	
· <i>Equipment Rental</i>	\$2,912	
· <i>Truck Rentals</i>	\$15,582	
· <i>Other Rentals</i>	\$2,839	
· <i>Interest and Finance Charges- Owned Vehicles</i>	\$10,916	
· <i>Depreciation - Owned Vehicles</i>	\$65,299	
Fuel	\$18,979	
· <i>Fuel</i>	\$18,979	
Vehicle Maintenance	-	
Station Supplies	\$9,150	
· <i>Station Operating Supplies</i>	\$6,651	
· <i>Station Paper</i>	\$2,499	
Station Batteries (5 year life) - see S	-	
Employee Uniforms	\$1,688	
· <i>Employee Uniforms</i>	\$1,688	
Insurance (Liability, Equipment, Auto, Workers Comp)	\$57,260	* Insurance requirements may have changed. Past costs are not reflective of future costs.
· <i>Professional Liability</i>	\$15	
· <i>General Liability</i>	\$34,780	
· <i>International Policy</i>	-	
· <i>Workers Compensation</i>	\$1,630	
· <i>Umbrella and Other</i>	\$4,936	
· <i>Vehicle/Equipment</i>	\$15,598	
· <i>Voluntary Life</i>	\$301	
· <i>Insurance - Other</i>	-	
Credit Card Fees	\$85,031	*Fees commensurate

· <i>Merchant Fees</i>	\$84,966	with membership and user fees.
· <i>Credit Card Processing Fees</i>	\$65	
Software License, Support, Upgrades	\$4,510	*Municipalities will reimburse operator for software licenses required by PBSC/8D
· <i>Dues and Subscriptions</i>	\$790	
· <i>License and Permits</i>	\$3,720	
Customer Service	\$186,717	*PBSC customer service call center was used
Annual Bike Replacement-see separate fund	-	
Travel	\$918	
· <i>Car Share</i>	\$100	
· <i>Mileage and Transit Reimburse</i>	\$1,456	
· <i>Parking</i>	\$19	
· <i>Other Travel</i>	(\$832)	
Shipping and Customs - see Q	-	
Total Spare Parts & Direct Costs	\$837,788	

Living Wages

Town of Brookline Living Wage

Effective July 1, 2013, the living wage is \$12.93 per hour. The Town of Brookline will pay each of its employees no less than the living wage amount listed above with the following exceptions: seasonal employees who work less than six months in any twelve-month cycle; employees participating in a work-study or cooperative educational program; employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies; library Junior Pages; Putterham Meadows Golf Course rangers; volunteers and all persons appointed or elected to town committees; or elected officers of the town. The living wage will be adjusted annually by the same percentage and on the same wage adjustment schedule given to full-time, non-union town employees.

Exempt positions will be paid no less than one dollar more than the State Minimum Wage. Effective January 1, 2008, employees exempt from the Living Wage will be paid an hourly wage of no less than \$9.00 per hour.

The guidelines outlined in the Living Wage By-Law, shall apply to all service contracts of the Town of Brookline. Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees. Services means the furnishing of labor, time, or effort by a contractor and/or covered employer. Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter.

The employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article. A Person claiming to be aggrieved by a violation of this By-Law may file a grievance with the Town or School Human Resources Department. Upon exhaustion of this administrative remedy, a person may seek appropriate legal relief.

City of Somerville Living Wage

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage". The Living Wage as of July 1, 2009 is \$11.22 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, contact the City of Somerville's Purchasing Department directly. The respondent will be required to fill out the City's Living Wage Form. See Appendix H.

City of Boston Living Wage

For Fiscal Year 2014, a vendor that employs at least 25 full-time equivalents (FTEs) and that is awarded a service contract by the City of Boston in the amount of \$25,000 or more is subject to the City's Living Wage Ordinance and must pay employees expending time on the contract a living wage of \$13.76/hr. The City's living wage is subject to an annual adjustment on July 1 of each year.

Customer Service

Currently Alta Bike share contracts with PBSC’s call center to provide 24 hour customer service, 365 days per year. In 2013, the system received roughly 3,000 calls and 500-600 emails per month during the peak season, translating to 80-100 and 15-30 emails per day. Customers are all users and/or potential users of the bike share services. Calls and emails drop ten-fold in the offseason. Service is provided in French and English. Full statistics are provided in Appendix E. It is advantageous to have some bilingual customer service representatives, with English and Spanish being the primary languages to be spoken.

Contract and Licensing

Municipalities and/or other government agencies wishing to participate will sign a contract directly with the Successful Respondent under the terms of this RFP. This contract may include information including a licensing agreement for right-of-way access, a minimum required bond to ensure long-term operations, liability and insurance requirements, and other issues. The existing municipal contract between Alta Bicycle Share, Inc. and Boston can be viewed in Appendix J.

Siting and Permitting

Each municipality has a different approach to station siting and permitting.

The City of Boston will make a good faith effort to work with the selected vendor to locate, permit, and provide use of up to 100 parking spaces or other public rights-of-way for deployment within Boston. The Director of Boston Bikes will work with the vendor to identify specific locations and assist in the approval process. Some or all station locations may be restricted by sponsor agreements, grants awards, and/or each participating municipality’s requirements. A sample timeline and process in Boston would be similar to the following:

Completion Date	Task
Order + 1 week	<ul style="list-style-type: none"> Vendor presents demand analysis for Boston and expansion regions based on existing station data. Vendor presents long list of station suggestions (1.33 x # stations purchased) according to following criteria: Revenue

	generating, Equity, Gap fill, Rebalancing, Demand/ridership potential.
Order + 3 weeks	<ul style="list-style-type: none"> • Boston comments on and presents Vendor with updated long list of station locations and Notice to Proceed (can be in email format) for 1.25 x # stations permitted. Vendor to pursue entire long list, knowing that some stations will fail to be finalized.
Order + 4 weeks	<ul style="list-style-type: none"> • Boston schedules neighborhood/ public meetings • Vendor finishes site visit round 1 and presents options for all locations requiring extra approvals (Department of Conservation and Recreation, Massachusetts Bay Transportation Authority, various historic and landmarks commissions, Massachusetts Department of Transportation...)
Order + 3-8 weeks	<ul style="list-style-type: none"> • Vendor prepares options and attends and presents at any required neighborhood/ public meetings. • Vendor conducts any required follow up from neighborhood meetings.
Order + 10 weeks	<ul style="list-style-type: none"> • Vendor conducts site visits, and prepares and submits to Boston permit packages for all preferred options plus a backup as appropriate for any on-street locations or otherwise challenging locations.
Order + 12 weeks	<ul style="list-style-type: none"> • Vendor secures permits for all locations (municipality plus extra approval locations) • Vendor sends abutters letters
Order + 14 weeks	<ul style="list-style-type: none"> • Repeat order + 10 weeks through Order + 12 weeks for all rejected locations.
Order + 17 weeks	<ul style="list-style-type: none"> • All permits in hand, finalized. Abutters informed. • Station locations announced. • Stations arrive
Order + 18 weeks	<ul style="list-style-type: none"> • Build all stations/ prep for install

Order + 19 weeks	<ul style="list-style-type: none">• Install all stations at a minimum rate of 4+ per weekday, weather permitting (heavy rain + cancels).• If weekend permits made available then rate of 4 continues through weekend.
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The City of Somerville does all of its site design and permitting in-house and as such does not require the additional station siting and permitting services. The vendor will be responsible for coordinating any required police details and/or closing parking meters necessary for delivery or removal of stations, as well as any costs associated with either of these items.

The Town of Brookline will assist the selected vendor to locate and permit stations located within the public right-of-way for deployment within the Town. The vendor will be responsible for coordinating any required police details and/or closing parking meters necessary for delivery or removal of stations, as well as any costs associated with either of these items.

Helmetts

Most recently, Boston contracted HelmetHub to pilot the first helmet dispensing unit (“HDU”) in the United States. Boston installed the first HDU’s in mid-November 2013. If successful, Boston may add up to 14 total HDU’s during or around April 2014.

Machines will rent a helmet for most likely \$2 or sell a helmet for most likely \$20. Helmetts returned to the machine within 24 hours will be considered rented; helmetts not returned to the machine within 24 hours will be considered sold. HDU’s are installed onto the existing PBSC bike share station platform similar to the existing map frame. Like the map frame, the HDU exterior contains a map frame on one side and advertising/information panel on the second side. If/when installed, HelmetHub may replace the existing map frame. As with the PBSC system, the HDU is solar powered with a backup battery. A terminal built into the machine allows user to make transactions on site.

In the near term, the HelmetHub and PBSC/Backend bike share system are not integrated other than the physical placement of the HDU onto the bike share platform. Renting or purchasing a helmet with bike share requires users to conduct two separate transactions: one for bike share and one for the helmets. Backend systems tracking finance and operations are likewise distinct. Boston, and potentially other municipalities, may desire to integrate both systems into a single front and back end. It is not anticipated that this will take place within the original contract term of this RFP, prior to April, 2015. The Successful Bidder will be responsible for access to and use of the HelmetHub backend system. Contact information for HelmetHub is: Chris Mills, President and CEO, ccmills@helmet-hub.com, 832-335-0134.

Since 2011, the municipalities have implemented a low-tech but effective system to provide helmets with bike share that subsequently ensures compliance with state laws for bike rentals.

The municipalities, not Alta, oversee all operations relative to the purchase and distribution of helmets online and via retail sites via three methods:

- Hubway members currently purchase helmets for \$18 which are shipped to them within 10 days. The City of Boston oversees the shipping for all Hubway members. 700 helmets were shipped to members in the first two quarters of FY2013.
- Nearly 40 retail locations throughout the Hubway region sell low-cost helmets to the public, typically for less than \$9. Retail locations sold 1,629 helmets in the first two quarters of FY2013.
- Free helmets are shipped to all Boston subsidized Hubway members. Subsidized members received 323 helmets in the first two quarters of FY2013.

The municipalities will likely continue the low tech system until HDU's are reasonably distributed throughout the system.

Bike Culture

Massachusetts is currently ranked the 6th most bike friendly state by the League of American Bicyclists. Bicycling is especially strong in the four existing Hubway municipalities.

Boston has recently transformed itself into one of the best biking cities in the country. Since 2007, Boston bike ridership has doubled, with the American Community Survey

reporting 2% of trips currently being made by bicycle. The League of American Bicyclists has rated Boston a silver level bike friendly city. Key accomplishments are as follows:

- One of first regions in the United States to implement a bike share system;
- Creation of 79 miles of on-road bicycle lanes and shared lanes;
- Installation of 1400 new bicycle racks;
- Completion of a visionary Bike Network Plan.
- Production of event series including the Hub On Wheels citywide bike ride (5,000 attendees) and the TD Bank Mayor's Cup Professional race;
- Community biking initiatives including the Youth Cycling Program that provides on bike training for 4,000 youth per year and Roll it Forward that collects, refurbishes and donates 750 bikes per year to low-income residents;
- Ongoing "safety and education campaigns with goal of reducing crash injury rate 50% by 2020.

Somerville has installed more than 25 miles of on-street bike markings since 2010; added hundreds of bicycle parking spaces including 10 on-street "corrals" holding 16 bikes apiece; programs, events, and initiatives including a very active Bicycle Advisory Committee, Safe Routes to Schools, Cycle Kids, and Somerstreets, have complimented the new infrastructure with education and enforcement. According to annual spot counts, cycling is up by over 50% since 2010. Somerville was recently awarded Silver level rating from the League of American Bicyclists and joined NACTO as an affiliate member.

The Brookline Transportation Board created a Bicycle Advisory Committee and gave it a charge to encourage, plan for, advocate for, and advise about bicycling in the Town of Brookline. In order to improve bicycle safety and promote greater bicycle use, the Brookline Bicycle Advisory Committee developed a master plan for a network of safe bicycle routes. To date, a number of improvements noted in the plan have been implemented, such as: bicycle lanes on major routes, including Beacon Street and Washington Street; contraflow lanes; additional covered bicycle shelters and; repaving of bicycle paths within the Riverway. There are a number of other projects underway, including major initiatives to provide enhanced bicycle/pedestrian crossings on Rt. 9 in the vicinity of the Longwood Medical Area, Olmsted Park and the Riverway.

Scope of Required Services

Organization Development

- Identify, set up and maintain local warehouse, office space and vehicles;

- Manage relationship with municipal clients (the HAC) and MAPC;
- Hire and manage local employees and contractors;
 - Municipalities reserve the right to approve hiring/appointment of the local operations and marketing (if any) manager(s) and their direct supervisor(s) on the corporate level. Municipalities will have seven (7) business days to approve said hires/appointments, and said approval shall not be unreasonably withheld.
- Train staff relative to:
 - Vendor responsibilities, client expectations, and contract requirements
 - PBSC manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair and replacement of all Equipment
- Secure appropriate insurance. The minimum insurance coverage requirements are shown below. Municipalities may seek additional insurance coverage later at their own cost. Please see Appendix F for standard insurance language typically used for Boston, Brookline, and Somerville.

Minimum Insurance Coverage Requirements

Prior to the effective date of any municipality's contract, the Successful Respondent shall deliver to such municipality's purchasing agent a Certificate of Insurance indicating that it has in force the insurance coverages described below. The Successful Respondent agrees to maintain such insurance coverages until the completion of all of its obligations pursuant to its contract with the applicable municipality(s), including without limitation, all warranty periods. As such, all liability insurance coverages shall be written on an occurrence basis. All required insurance coverages shall be acquired from insurers qualified to do business in the Commonwealth of Massachusetts and acceptable to the city. The minimum insurance coverages shall be:

- A. Worker's Compensation, with Employer's Liability limits of not less than the greater of: (i) one million dollars (\$1,000,000) for each accident; or (ii) the statutory limit for each accident.
- B. Commercial General Liability, including all coverages contained in an unamended I.S.O. Form CG 00 01 with limits not less than one million (\$1,000,000) dollars for each occurrence and three million (\$3,000,000) in the aggregate for each annual policy period of Combined Single Limit Bodily Injury and Property Damage. Such form includes Contractual Liability,

Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages.

- C. Comprehensive Automobile Liability Insurance, with limits not less than one million (\$1,000,000) dollars each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired auto coverages, as applicable.
- D. Excess Liability Coverage, following the insurance referred to in clauses A, B, and C above in the amount of three million (\$3,000,000) dollars per occurrence, Combined Single Limit, and three million (\$3,000,000) dollars in the aggregate for each annual policy period.

Endorsements. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

- A. To name as additional insureds, with respect to the operations of Successful Respondent under its contract(s) with the municipality(s), the name of each municipality, and all of their respective elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions, and those sponsors who own property on which bike stations that are a part of Hubway system are located (if applicable); and
- B. To provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of Successful Respondent's contract(s) with the applicable municipality(s), and that insurance applies separately to each insured against whom claim is made or suit is brought.

Notice. All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to the applicable municipality(s) of cancellation, non-renewal or reduction in coverage.

Equipment Operations

- Facilitate ongoing relations with Equipment and software providers, including but not limited to Equipment and spare parts purchasing, warranty repairs and replacement purchases, equipment and software upgrades, software licensing. Municipalities will pay for costs as required consistent with separate contracts

with the Equipment and software providers, directly or indirectly through the Successful Respondent at cost, as applicable.

- Maintain a sufficient supply of spare parts for stations and bicycles.
- Receive, inventory, inspect and assemble all Equipment per manufacturers Technical Specifications.
- Provide ongoing Equipment inspection, maintenance and cleaning including annual overhaul of all equipment; use most environmentally friendly cleaning solutions when cleaning required. Work must be in compliance with manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair and replacement of all Equipment.
 - Provide the following services at least every two weeks:
 - ride each bicycle;
 - inspect drive chain for proper functioning and lubrication;
 - inspect tires for proper inflation, defects, and wear;
 - ensure proper working order of brakes;
 - inspect saddle for proper tightness, excessive wear, and deterioration;
 - inspect shifters for proper functioning;
 - inspect lights for proper functioning;
 - inspect fenders and chain guard for proper functioning, defects, and wear;
 - ensure that the basket and bell are properly attached and functioning;
 - inspect advertisements and labels/stickers.
 - Provide the following services at least one time per year and on an as-needed basis:
 - remove and clean entire drive train;
 - inspect and adjust tension, and true wheels;
 - inspect tires for excessive wear, defects, and replace inner tubes;
 - inspect hubs for proper functioning.
 - Cover any graffiti or soiling of equipment within twenty four (24) hours of discovery.
 - Clean/remove any stickers and/or standard ink/paint.
 - Repair any damaged or malfunctioning docking station to make Functioning within twenty four (24) hours of discovery, or contact Project Manager if repair is expected to require more time.
- Maintain accurate and up to date inventory of all Equipment including serial numbers.

- Clean each station site area from debris, dirt, leaves, trash, or other objects consistent with municipality's street sweeping schedule for the area. (For example, if a municipality's street sweeping schedule requires sweeping once per week, vendor must provide similar services a minimum once per week.)
- Maintain, replace and produce sponsor and information stickers for Equipment and HDU, if applicable. Current stickers include helmet stickers on kiosk, info stickers on kiosk, sponsor stickers on bicycle frames and fenders, sponsor and info stickers on map frames, information sticker on bike stem. Vendor may be required to replace sponsor stickers up to 2 times per year on Equipment due to sponsor changes. Vendor will be responsible for cost of stickers. Note: Sponsorships occur when a municipality permits a third party to place, or caused to be placed, a logo of such third party on the bicycles and/or stations owned by that municipality in exchange for a financial contribution to that municipality. See Appendix G for photos of existing sponsor logo placements in Boston.
- In case of snowstorm, remove snow from all station sites in accordance with municipalities' snow removal schedule or within seventy two (72) hours, whichever is shorter. Stations on snow emergency routes and/or on street locations may need to be removed in accordance with applicable Snow Emergency policies.
- Provide seasonal station installation and removal using at least one (1) crane truck allowing for a minimum average rate of 4 stations per weekday, except with heavy rain or extenuating circumstances.
 - Remove stations for winter shutdown, allowing for a shutdown date between mid-to-late December, 2014. Stations should be removed such that the maximum number of stations are in place and operational through the publicized last operational date of the season.
 - Install stations for season opening, taking place early-to-mid March 2015. Stations should be installed such that the maximum number of stations are in place and operational on the official season launch date.
- Track lost /stolen equipment and assess Loss/replacement fees, as needed.

Bicycle Distribution

- Distribute bicycles among station sites.
 - Move bicycles between stations to minimize the percent of time stations are full or empty.

- Vendor must provide, at minimum, the same level of service as currently provided:
 - On weekday during which the system is operational, four full size rebalancing vehicles capable of holding up to 30 bicycles, with one staff person per vehicle, provide rebalancing services from 6 AM to 10 PM.
 - On weekends and non-work holidays, an average of two vehicles, each capable of holding up to 30 bicycles, with one staff person per vehicle, service the system from 6 AM to 10 PM.
 - As needed for special events, vendor should provide additional light rebalancing services.
- It is the vendor's responsibility to maximize the efficiency of rebalancing to achieve the highest level of service for the user for the bike share system. Currently, on a monthly basis, the percent of time each station under operation is "Normal" (non-full or empty) is greater than or equal to eighty five percent (85%).

System Oversight

- Day to day coordination with all HAC municipalities
- Implement ongoing technical improvements;
- Coordinate with and oversee relationship with municipalities, users and community and media (with permission only);
- Comply with applicable obligations and provide information to municipalities to help fulfill obligations of any grants, sponsorships, advertisers and/or donors supplying funds to finance the system.³
- Support participation by new member municipalities and other eligible entities;
- Facilitate data collection for member and user surveys. Survey development and analysis is included below in Premium Services.
- Manage ongoing reporting and support accounting and legal issues associated with system;
 - While the vendor will work on a flat fee, the municipalities will retain audit rights. Vendor must employ internal controls that include timesheets for labor shared by other systems outside of Hubway, direct costs and a system to attribute costs amongst the municipalities.

³ The Hubway system was originally partially funded by an FTA grant. Certain minimal FTA grant obligations may be ongoing.

- Anticipated reporting requirements are as follows. Note: This represents a significant reduction in reporting requirements. Current requirements provide for monthly reporting on the majority of these items. For current reporting requirements, please see Appendix I for the reporting requirements included in the Regional MOA, and Appendix J for the City of Boston contract with Alta.

Monthly Report	Timeline
1. Membership	
Active Members - members by month	Monthly
New members by Day	Monthly
New members by month	Monthly
Cancellations	Annual
Renewal rate	Annual
2. Ridership	
Trips per day	Monthly
# trips (trips per month)	Monthly
Trip origin and destination	Monthly
Trips by day (of week)	Quarterly
Trips per hour – weekday	Quarterly
Trips per hour – weekend	Quarterly
Trips per hour figures	Quarterly
Avg. trip duration (by month)	Quarterly
Bicycle miles travelled	Quarterly
Trip duration breakdown	Quarterly
3. Environmental & Health Impacts	
Calories burned	Annual
Carbon offset	Annual
Motor Vehicle miles travelled *	Annual

4. Rebalancing	
# bikes rebalanced	Monthly
# bikes in service	Monthly
List of empty full	Monthly
Count of empty by station	Monthly
Count of full by station	Monthly
Empty full duration	Monthly
% stations empty, full, normal	Monthly
Full empty violations	Monthly
# active stations	Monthly
# active docks	Monthly
Additional time granted	Annual
5. Stations	
Station visits by technicians	Monthly
Station and dock malfunctions	Monthly
Station availability	Monthly
6. Bicycle Fleet	
# Bikes checked	Quarterly
Breakdown of shop repair	Quarterly
7. Incidents	
Incidents (including helmet use)	Monthly with/ immediate reporting of serious incidents. **
# Bikes lost, stolen, damaged, vandalized w/ status	Monthly
8. Customer Service	
Total # of calls	Spot check up to 8 days per month
Statistics regarding responsiveness to	Spot check up to 8 days per

calls	month
Primary reason for each call	Spot check up to 8 days per month

9. Revenue Report

Member revenue by subscription type ***	Quarterly
Usage revenue by subscription type	Quarterly
Revenue from other sources	Quarterly
Full revenue report	Annual

10. Misc.****

Corporate membership status by company	Quarterly
Marketing Activity Report, with comparison to goals and metrics	Quarterly
Non-Aggregated Usage Information reports shall contain (i) for all trips taken, start date/time, end date/time, start Station, end Station, bicycle number, and duration; (ii) for all trips taken, the Subscriber ID or other unique identifier for each individual customer, and (iii) for only those trips taken by registered members, zip code, date of birth, gender, and any other information collected upon registration, excluding only all data that must be kept confidential under applicable law, such as, customer names, contact information, and credit card information, but including user zip codes when available.	Upon request, no more than quarterly

*Gas (or other motor fuel) miles traveled to operate Hubway.

**Crash report details (may be modified slightly)- User info: name, injuries, gender, phone, DOB, address, damage to bike, status of bike, Crash details: crash location, type, outcome, traffic violation, property damage, police involvement, police information, helmet usage, Injury to others: name, gender, date of birth, phone, cell, address, # vehicle occupants, insurance carrier and phone, policy number, vehicle type, license plate info, damage, towing, injuries, driver's license, license state, description.

***Members subscribe for use of the service on a daily, monthly or annual basis. Usage fees are charged for rides in excess of thirty (30) minutes.

****All Non-Aggregate Usage Information produced by the Vendor and delivered to any municipality shall also be delivered to MAPC.

Scope of Services - Premium

The following services may be requested but are not required as part of this RFP. The Respondent must include these items in their response since a participating municipality may wish to include them in its contract's scope of services.

Customer Service

- Fulfill member subscriptions
 - Create, produce and distribute registration packets, letterhead and other collateral needed to fulfill memberships;
 - Ship member keys within 2 business days;
 - Facilitate City of Boston's subsidized member program. Vendor will need to set up corporate member portal for Boston Bikes subsidized program and set up email alert for the City of Boston confirming when a subsidized member registers. The City oversees all other aspects of the program including: marking subsidized memberships, communications with subsidized memberships and registration of subsidized members.
- Provide phone and email customer service
 - Customer service operators should be trained to answer questions, assist with and/or provide information concerning, among other things, subscription process, subscription prices, billing, refunds, Crashes, comments, complaints, malfunction problems, location of station sites, directions to nearest station site that has bicycles available for rental and/or available docks for returns, directions to helmet location(s), instructions on how to fit a helmet, and subsidized memberships.

- The customer service manager shall be knowledgeable about the metro-Boston region with a strong preference for a metro-Boston based or U.S. based customer service.
- During the operation season, vendor must be able to respond to calls and emails weekdays from 6 AM to 10PM and weekends/holidays from 9 AM to 8 PM (“Customer Service Hours”);
- During the winter shutdown, when bikes are not available for rental, vendor must have an ability to respond to calls and emails during regular business hours, weekdays from 9 AM to 5 PM. (Call volume is significantly reduced during this period.)
- Emergency customer service number must be available at all other times;
- Phone operators will be fluent in English. Customer service team must be able to respond by phone or email to Spanish inquiries;
- Telephone answering shall not exceed sixty (60) seconds, more than twenty percent 20% of the time during Customer Service Hours;
- If outsourcing customer service, there must be a solid plan to gain a deep understanding of customer needs and issues.
- Staff schedules should be coordinated to optimize level of service to bike share users.
- Note customer service hours, language requirements and answering times represent a substantial decrease from existing customer service requirements in anticipation of reduced cost. Current requirements provide for twenty four(24) hours of service, three hundred sixty-five (365) days per year, in Spanish and English, with “hold” times not exceeding thirty (30) seconds more than twenty percent (20%) of the time.

Marketing, Public Relations (“PR”) and Corporate Sales

Oversee some or all branding, marketing, social media, public relations and corporate sales efforts;

- Develop a comprehensive marketing, PR and corporate sales strategy to reach ridership and revenue goals, as approved by the HAC or by individual municipalities for their own communities. Strategies can include online outreach and/or offline programs such as search engine optimization, email, marketing, social media, location based optimization and offline strategies such as corporate outreach and sales, public relations, public service announcement programs, events, inbound and outbound calls etc. Note: Corporate Sales/Memberships

occur when a corporation or other entity pays member and/or usage fees, in whole or in part, on behalf of such entity's individual employees, students, and/or other related affinity group.

- Implement all aspects of the marketing plan including design and development of marketing collateral necessary to implement plan, event attendance including seasonal launch events, writing and distribution of emails or press releases, social media postings, etc. All design work must be consistent with existing Hubway branding.

Payment Gateway, Revenue Collection, IT Management, Website Maintenance

- Maintain website and ensure the following information is available and up to date; ensure information is translatable into multiple languages:
 - Eligibility requirements;
 - Contact information for customer service, sponsorship, corporate memberships, PR and other key positions;
 - Subscription information and rate schedules;
 - Payment information and subscription processing;
 - Method for members to update required information;
 - Member Agreement and acceptance of terms;
 - A map with the entire regional network of station sites and real-time availability of bicycles at each station site, both for a standard computer screen and mobile phone;
 - Frequently Asked Questions
 - Links to area based bike programs and events as requested;
 - Time-sensitive information such as events, etc.;
 - Safety requirements and information including safety video addressing safe use of bicycles, helmets, and rules of the road;
 - Sponsor logos and representation;
 - Encouragement of helmet use, map of helmet sales locations and ability to purchase helmets online either as part of the subscription process or independent of the subscription process;
 - Subsidized membership information and promotion;
- Comply with all applicable federal, state and local laws, ordinances, and regulations concerning the privacy of member information.
- Oversee system backend including the ability to make all backend changes such as inputting prices, membership types.

- Maintain member agreement on website and at kiosk; incorporate updates as needed or requested by municipalities.
- Oversee payment gateway and finance system, including bank account, revenue collection, financial reporting and revenue distribution among the municipalities.

Station Siting and Permitting

Per this RFP, the vendor may be asked to conduct some or all permitting and licensing. It will be the operator's right and responsibility to work with municipalities, institutions, and private landowners to get public and private space commitments and secure all required permits according to the processes identified by each municipality, institution, and/or private landowner.

- Work with municipality to identify general locations for stations;
- Determine ownership of or title of underlying real estate;
- Verify whether placement is permissible under zoning or other ordinances and regulations;
- Obtain all permits and permission necessary to place a station at such location.

Winter Operations

The Vendor may be asked to maintain full operations including but not limited to Equipment Operations, Bicycle Distribution and Helmet operations for the winter months for some or all of the stations in some or all of the municipalities. Vendor will be responsible for removing snow in accordance with municipality(s)' snow removal plans.

Helmets

- Maintain helmet stickers on kiosks, map frame and HDU's, if applicable. Vendor will pay for cost of stickers;
- Ensure station map and online map lists locations of HDU's and retail locations selling helmets;
- Insert and remove helmets from HDU to ensure availability to rent or purchase and return helmets to machine;
 - Vendor will minimize empty/full instances by pro-actively inserting and removing helmets at least once per 24 hours in anticipation of usage patterns;
- Clean, sanitize and inspect helmets before restocking into HDU;

- Remove helmet liner and inspect helmet for cracks to confirm re-usability. Sanitize helmet using a biodegradable all natural cleanser. Put new helmet liner in helmet.
 - Method to clean, sanitize and inspect helmets must be approved by each applicable municipality
- Provide customer service for helmet related calls. Direct HDU equipment related inquiries to HDU manufacturer;
- Facilitate purchase of helmets on behalf of municipality(s). Municipalities will reimburse the Vendor for the cost of the helmets;
- Vendor is not required to maintain or service HDU.

Additional Services and Requests

- Vendor will provide additional bike share or bike share supportive services to be paid at an hourly rate based on additional actual direct costs for goods and third party services and local labor costs plus 10% or other method to be agreed upon with each municipality and set forth in its contract. Overhead is not to be included in actual direct costs for goods and third party services and local labor costs. Work may include but is not limited to the following activities:
 - New Station Launch – Assemble, inspect, add sponsor logos and install new station into the system.
 - Station Move, Removal or Installation– Remove individual station from one location and install in another location; Remove station and place in warehouse; Install station stored in warehouse or other location.
 - Reconfigure Station – Increase or decrease the size of a station or otherwise alter the station layout in a way that requires use of a crane;
 - Additional Full Size Rebalancing Vehicle– Addition of a full size rebalancing vehicle servicing the system up to 6 AM to 10 PM seven days per week
 - Additional Rebalancing Trailer – Addition of a rebalancing trailer servicing the system up to 6 AM to 10 PM seven days per week.
 - Special events – Live staffing of stations to allow for high volumes of rentals and returns for large special events such as Red Sox games, etc.;
 - Retail helmet distribution – Oversee helmet distribution at retail sites including delivering helmets to retail locations;
 - Annual Survey - Develop, administer and analyze an annual member survey. Survey will be developed in coordination with municipalities and MAPC. Survey questions cover topics including transportation choices,

health and physical activity, customer service and satisfaction, and member demographics.

- Safety Promotion – Preparation and implementation of citywide safety campaign to ensure safety of all cyclists, particularly bike share users;
- Participation in some or all other bike share supportive activities

Part III RFP Process

Overview

This procurement process is comprised of the following elements.

- This solicitation
- Receipt of Proposals
- Qualification of Proposers
- Evaluation of Proposers and Non-Price Proposals
- Evaluation of Price Proposals
- Determinations of Awards
- Contract Executions
- Program Implementation
- Contract Extensions

Procurement Timeline

RFP Due:	Mon, Jan 6, 2014, 5:00 p.m., EST
Award Made	Anticipated - Late January
Contract Signed	Anticipated – Late February

1. Advertise in Boston Globe	Mon, Nov 25, 2013
2. Advertise in Goods & Services Bulletin	Mon, Nov 25, 2013
3. Post at MAPC	Mon, Nov 25, 2013
4. RFP Available	Mon, Nov 25, 2013 – Fri, Dec 13, 2013 at 5:00 PM
5. Proposers Call #1	Wed, Dec 5, 2013, 12:00 PM, EST
6. Proposers Call #2	Wed, Dec 18, 2013, 12:00 PM
7. Last Date to Submit Questions	Fri, Dec 20, 2013, 12:00 PM

8. Last Addenda Issued	Fri, Dec 27, 2013, 12:00 PM
9. Proposal Due Date	Mon, Jan 6, 2014, 5:00 PM
10. Potential Interviews ⁴	Mid January
11. Anticipated Notice of Selection of Vendor	Late January

Rule of Award

MAPC, on behalf of the Cities of Boston and Somerville and the Town of Brookline, has determined that identification of the most advantageous proposal for the goods and/or services called for in this RFP requires comparative judgment of factors in addition to price.

MAPC will identify the eligible, responsive^{5,6}, and responsible⁷ Vendor whose proposal is determined to be the most advantageous taking into consideration minimum quality requirements and comparative evaluation criteria as well as price.

The responsive and responsible vendor selected as offering the most advantageous proposal shall have the opportunity to contract with each municipality listed in this RFP.

An Evaluation Committee will evaluate and identify the most advantageous proposal of those received and report to MAPC, which will then make a final decision regarding procurement under this RFP.

MAPC will promptly notify the selected Vendor upon conclusion of the evaluation process.

⁴ MAPC reserves the right to conduct proposer interviews with those Proposers who have received the highest ratings.

⁵ The proposal submitted conforms to the requirements set out in this Request for Proposals.

⁶ MAPC is required by law to overlook "minor technical formalities" such as misspellings and other non-material errors. MAPC may, at its sole discretion, waive strict compliance with RFP requirements that are not required by law, when it determines that so doing is in its best interest and that of the Cities of Boston and Somerville, the Town of Brookline, and the other MAPC Region municipalities MAPC is further required to correct arithmetic errors where the intent is obvious, but cannot do so where intent is not obvious.

⁷ The Proposer has the integrity, capability, and reliability to do the work.

Selection Process

By law, Non-Price proposals must be evaluated by either MAPC or an evaluation committee selected by MAPC. This procurement will employ an evaluation committee. The names of evaluators are not a matter of public record prior to, or during the evaluation process. Committee members will independently review all proposals that meet the Minimum Quality Requirements listed in this document. They will evaluate the proposals based on the comparative evaluation criteria set out in this document⁸ using forms provided by MAPC. MAPC will then convene the committee to review their evaluations and attempt to arrive at agreement on overall ratings of the Non-Price Proposals.

The Evaluation Committee will assign each responsive Non-Price Proposal submitted by Vendors who meet the minimum quality requirements a composite rating as follows:

- Highly Advantageous
- Advantageous
- Not Advantageous

After a rating has been determined for each Non-Price Proposal, MAPC or its designee will open and analyze the Price Proposals and determine the most advantageous overall Proposal, taking into consideration the ratings on all comparative evaluation criteria and price.

Although proposals that are not the lowest in price may be selected for award, price is still a factor.

In selecting proposals that are not the lowest in price, MAPC will explain in writing why the added benefits of the selected Proposal justify the higher price.

Contract

The Contract Term will be for a period as set out in Part I of this RFP. The municipalities signing contracts will retain sole right to extend their respective contracts. However, in no instance shall any contract term, including any extension, exceed three (3) years in total.

This RFP document, any Addenda issued, all included forms and requirements, and vendor's proposal will be incorporated into any resulting Contract, provided that where

⁸ See Appendix B – Evaluation Criteria

conflicts arise, terms, conditions and requirements peculiar to the specifications shall supersede.

All relevant correspondence giving rise to obligations of the parties or clarification of the business relationship defined by the aggregation of RFP related documents will be incorporated into any resulting contract.

The Price Proposal must extend out three years to account for the renewal options and new participants.

Except, as provided elsewhere in this RFP, there will be no change in terms and conditions, prices, or specifications during the Contract term or any extension thereof.

Part IV Proposal Preparation

General Requirements

The following general requirements and cautions apply to Proposal preparation.

- Proposals MUST be received by MAPC at their reception desk at 60 Temple Place, 6th Floor, Boston, MA 02111 no later than Mon, Jan 6, 2014, 12:00 PM as indicated on the clock in MAPC's reception area, as may be amended. Late proposals will be rejected as non-responsive and will be returned unopened.
- By law, Proposals must be Price Proposals and Non-Price Proposals MUST be submitted in separate, sealed packages. Proposals not meeting this requirement must be rejected automatically.
- Proposers MUST submit all required documents, forms, and materials as instructed in this RFP in the order and format specified and meet the Minimum Quality Requirements in order to be considered responsive. Proposers who meet the Minimum Quality Requirements will have their Proposals evaluated, but are not guaranteed a contract.
- All Proposals MUST contain all originally completed and signed Forms provided in Appendix A - Required Forms. Faxed or emailed pages will not be considered.
- The Proposal document MUST be submitted with original ink signatures by the person authorized to sign the Proposal (blue ink is preferred).
- Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- The Proposal must indicate the responsible entity, which must also be the signatory on all documents.
- Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a consortium, joint venture, or team to perform will not relieve the other party or parties of total responsibility for performance.

- All forms must be signed by the same authorized person.
- Erasures, between the lines insertions or other modifications to a proposal **MUST** be initialed in original ink by the authorized person signing the offer.
- Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
- It is the responsibility of all Proposers to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing an offer confers no right of withdrawal after the Proposal Due Date.
- Electronic copies should be submitted on properly labeled portable media. Electronic versions **MUST** mirror paper versions exactly.
- Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be weighed as such in the evaluation phase.
- Since all or a portion of the successful RFP response may be incorporated into any ensuing Contract, all prospective Proposers are further cautioned not to make claims or statements that cannot be subsequently included in a legally binding agreement.
- In all cases where a Proposer offers a product or service, including, but not limited to warranty, that exceeds any standards or specifications or requirements set out in this RFP, such offers will be considered binding obligations requiring performance by the Proposer.
- Neither MAPC nor the Cities of Boston and Somerville nor the Town of Brookline assume liability for and will not reimburse any costs or expenses incurred by any Proposer (whether or not selected) in developing Proposals in response to this RFP.

Non-Price Proposal Preparation

- ▶ **Reminder ... The Non-Price Proposal MUST be submitted in a SEPARATE, SEALED package from the Price Proposal.**
- ▶ **Non-Price Proposals MUST ...**
 - Be submitted in the following required format.
 - Sections must be separated using tab divider pages.
 - Tab divider pages must be properly labeled with the required section headings.

- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable the evaluation of the Proposals against the Evaluation Criteria in Appendix B.⁹
- Proposers should refer to Appendix B - Evaluation Criteria when preparing proposals to ensure that all elements regarding qualifications and performance etc. are addressed in a manner suited to evaluation against the stated criteria.

▶ **Non-Price Proposals MUST be divided into the following tabbed sections ...**

Section 1 – Introduction

Section 2 – Minimum Quality Requirements

Section 3 – Financial Information and References

Section 4 – Organization Development & System Oversight

Section 5 – Equipment Operations & Bicycle Distribution

Section 6 – Transition Plan

Section 7 – Premium Services

Section 1 – Introduction

In this section Proposer must provide the following required forms provided in Appendix A in the following order:

- Cover Letter (template to be typed on Proposer’s letterhead)
- Proposal Signature Page
- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Conflict of Interest Certification
- Certificate of Compliance with MGL c. 151B

⁹ Proposers are reminded that all information and statements provided will be considered true, accurate, and binding representations of the Proposers intentions and commitment in responding to this RFP. Any such representations constitute legal obligations on the part of the Proposer to perform as stated and that failure to so perform may be used by MAPC as grounds to terminate the my contract.

- Certificate of Non-Debarment
- Additional Certifications
- Right to Know Law Page
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
- Lobbying Certification
- Offeror's Certification

Section 2 – Minimum Quality Requirements

Proposers must meet certain minimum quality requirements in order to be considered for further evaluation and contract award under this RFP.

In this section Proposer must provide the following required form provided in Appendix A, Minimum Quality Requirements.

A “No” response or a failure to respond to any of the quality requirements will result in a rejection of the Proposal.

Section 3 – References and Financial Information

In this section Proposer must provide the names and contact information for a minimum of three relevant references. References should be clients to whom similar services have been provided with a brief description of the services provided. Additionally, the Proposer must provide financial information sufficient to concisely represent Proposer's financial stability in easily understood terms. This information will be used to evaluate a Proposer's financial solvency and capacity and will be used as part of a responsibility determination.¹⁰

¹⁰ MAPC, the Cities of Boston and Somerville, the Town of Brookline and the other MAPC municipalities reserve the right to act as their own reference as well as perform whatever additional due diligence they deem necessary to determine that the Proposer is responsible including, but not limited to contacting past clients not referenced in Vendor's proposal.

Section 4 – Organization Development & System Oversight

In this section Proposer must address the following topics and respond to all the required technical questions:

1. Describe your organization’s approach and vision to meet the goals and measurable objectives for the Hubway system. (1000 word maximum).
2. Describe the structure of your company or organization. Please include:
 - a. Where and when was or will the organization be incorporated?
 - b. Where will the company be headquartered?
3. Describe, with examples, your organization’s prior experience in operating bike share systems, or related systems. Describe your prior experience working with municipal or government contracts and clients.
4. Describe the experience of lead person/principal overseer of the organization (i.e. President or similarly situated person). Please include:
 - a. In what capacity and for how many hours per week will this person work during the contract phase, first six months post contract signing and ongoing after six months.
 - b. How many days per month will this person be in metro-Boston for each of those periods?
 - c. Where is this person based?
 - d. What are the qualifications of this person?
5. Who participated in writing this proposal? Please include:
 - a. What sections did each person contribute?
 - b. What roles will each of these people have during the contract phase, first six months post contract signing and ongoing after six months?
 - c. Where are each of these people based?
6. Please submit an organizational chart showing all proposed full time, part time, contracted and sub-contracted positions that will be involved in this project. Please include:

- a. All management and support staff that may or may not be physically present on-site and/or may work on multiple bike share systems in other cities.
 - b. Detailed description of the tasks and trades associated with each position;
 - c. Estimated number of people per position and combined FTE per position;
 - d. Which positions are seasonal versus annual, and which receive benefits;
 - e. What work will be done in-house and what will be contracted or subcontracted if known.
 - f. Name of individuals, contractors or subcontractors as proposed or known. If identified, please describe their experience.
7. Please list any positions or individuals who are not solely working on Hubway. For your internal allocation and attribution purposes, how will your organization account for their hours? Contracting municipalities reserve the right to approve all lead persons (see Part II, Scope of Services, Required Scope of Services, "Organization Development") or contractors who will be working on the Hubway system.
8. Please describe your overall hiring strategy. Include the three most important qualifications, in order of priority, for the positions shown in your organizational chart.
9. Describe your organizations leadership and management style.
10. Describe your quality control protocols and procedures.
11. Describe your organization's experience and qualifications as they relate to accounting.
12. If you are hired to operate the Metro-Boston system and your contract is renewed for the full three year term, what improvements would you hope to make to the system beyond the scope of this proposal? How would you hope to grow the system?
13. Other than the fact that the vision for Hubway is "green" brand, what environmentally friendly business practices will your organization incorporate? Will you use environmentally friendly vehicles, such as electric or biodiesel?

14. Is there anything else you would like to add that we have not asked anywhere else in this technical proposal?

Section 5 – Equipment Operations & Bicycle Distribution

In this section Proposer must address the following topics and respond to all the required technical questions:

1. Describe your organization’s recommended operations approach, including maintenance and redistribution of bicycles, repairing or replacing damaged system components, installation and removal of stations and any other regular maintenance activities described in the Scope of Services.
2. If you have run bike share systems in the past, what lessons have you learned? What improvements will you bring to Hubway? For first time operators, what best practices do you see from other systems that you believe should be implemented in relation to Hubway?
3. What efficiencies will you introduce to ensure your operations are a cost-effective as possible? (Please do not include any financial numbers in this section).
4. How will your team optimize bike distribution, assuming you maintain the same number of staff hours and vehicles currently used?
 - a. What do you believe is an achievable and successful level of service?
 - b. What steps will you take to try to achieve this level of service?

Section 6 - Transition

In this section Proposer must address the following topics and respond to all the required technical questions:

1. How will you ensure a smooth operator transition that does not interrupt or impact service? If you have not run bike share systems before, or have not

worked with our existing Equipment manufacturers, what specific steps have you taken and/or will you take to ensure you can deliver a seamless transition?

2. In the event there are two vendors, please describe how you will ensure seamless interoperability between the municipalities.
 - c. How will you maintain the same level of service for the bike share user?
 - d. List and describe the ways you plan to cooperate with a second vendor.
 - e. How will you ensure efficiencies for the municipalities?
3. Please show activities/ anticipated timeline for transitioning the system to your full services.

Section 7 – Premium Services

Please note that the tasks outlined in this section represent premium services. Vendor is required to respond to the following questions, regardless of a municipality's intention to hire. In this section Proposer must address the following topics and respond to all the required technical questions:

1. Describe your approach to customer service. Please include:
 - a. How will you measure and report bike share user satisfaction?
 - b. How will you deal with emergency situations?
 - c. What service if any is provided after Customer Service Hours? (See Part II, Scope of Services, Scope of Services – Premium)
 - d. How will you maintain service levels on high call volume days?
 - e. What do you propose for staffing schedules?
 - f. What do you propose as an acceptable level of service in terms of time to respond to email and voice mails?
2. How will you use bike share user feedback to improve overall bike share user satisfaction? Please give specific examples.
3. Describe your approach to winter operations. Please include:
 - a. What additional considerations are required for operations? What percent of stations do you feel need to be open for a successful winter system.

- b. Will you be able to support a winter system in just one of the municipalities?
 - c. How do you propose to deal with snow and shoveling?
4. Describe your overall approach to marketing, PR and corporate sales. Please include:
 - a. What percent of your time will be spent on each strategy in the marketing/PR and corporate sales plan?
 - b. What metrics will you use to determine the success of your efforts?
 - c. What do you propose as marketing, PR and sales goals?
 - d. Who is your target market?
 - e. How will you respond to an emergency situation such as a fatality or serious injury?
 - f. What strategies will you employ to generate free PR?
5. How will you approach and manage the IP, website and technological tasks?
6. How will you approach station siting? On a municipal level, what elements of station placement contribute to a successful bike share system? How will you ensure the most optimal stations get approved?
7. Describe your organization's recommended operations and maintenance approach relative to helmets, including distribution, inspection and cleaning of helmets and any other regular maintenance activities. Specifically, how will your team ensure returned helmets are clean, safe and in compliance with safety standards?
8. Describe your organization's ability to assume other supplementary bike share activities on an as needed basis.

Price Proposal Preparation

- ▶ **Reminder ... The Price Proposal MUST be submitted in a SEPARATE, SEALED package from the Non-Price Proposal.**
- ▶ **Price Proposals MUST ...**
 - Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP.

- Be submitted in the following required format.
- Sections must be separated using tab divider pages.
- Tab divider pages must be properly labeled with the required section headings.
- Price Proposals should be submitted in a format that is clear, logical and easily interpreted.

► Price Proposals MUST be divided into the following tabbed sections ...

Section 1 – Introduction

Section 2 – Price Proposal

Section 1 – Introduction

In this section Proposer must provide the following required forms provided in Appendix A in the following order:

- Proposal Signature Page
- Price Proposal Page

Section 2 – Price Proposal

Please submit all financial information in this section.

The Price or Financial Proposal shall show a flat fee for service based on the required scope of services. Additional fees will be shown for premium services. A proposed, itemized budget must be provided showing only estimated actual and direct costs of running the Hubway system with no markups or allocation of overhead. A template is provided below and should be followed as closely as possible.

The Financial Proposal must extend out three years to account for the renewal options.

The Financial Proposal should:

- Account for all items described in the Scope of Services section;
- Show a flat-fee for services based on number of docking stations;

- Provide a breakdown of costs for premium services not included in the standard service package;
- Provide a guarantee that a pricing structure resulting from this RFP and contracts entered under the terms of this RFP will contain the best prices offered to any municipality, institution, or private landowner in Massachusetts;
- Use the template provided as much as possible.
- Exclude equipment, spare parts, licensing and software costs from PBSC and 8D costs. The municipalities will reimburse the operator for these expenses except new equipment purchases which will be purchased directly by the cities from the manufacturer.

Please respond to all the following required questions in this section:

1. Are the prices provided as part of this financial proposal the best prices offered by your organization to any municipality and/or other government agency in Massachusetts? In the United States? In the world? (Yes or No response sufficient)
2. Please describe your accounting procedures in detail.
3. Assuming the Hubway system of 140 stations, 2485 docks and 1203 bikes, please show the following costs and expenses for the Required Services:
 - a. Salary/wages
 - b. Cost of benefits
 - c. Cost of goods
 - d. Cost of third party services
4. Assuming the Hubway system 140 stations, 2485 docks and 1203 bikes, please show the following costs and expenses for each of the premium services - a) Customer Service b) Marketing, Public Relations and Corporate Sales c) IP and website d) Station Siting and Permitting and e) Winter Operations. For station siting and permitting, please calculate on a per station basis
 - a. Salary/wages
 - b. Cost of benefits
 - c. Cost of goods

d. Cost of third party services

5. What overhead items do you anticipate charging to the municipalities?
6. If your contract is renewed for one or more years, will the prices from this proposal stay the same? In this section Proposer must provide the following:
 - Detail of deliverables and payment schedule
 - Detail of pay rates and estimated hours
 - Full detailed disclosure of the prices and charges being proposed

Finance Template				
Show fee based on 140 Stations, 2485 Docks, 1203 Bikes, 1 Helmet dispensing Units				
Your Final Bid is Line m2				
Ref		REQUIRED SERVICES	Total	
A		LABOR - REQUIRED SERVICES (includes salary, wages, benefits, taxes, etc)		Please adjust titles as needed
a1		Management		
a2		Operations		
a3		Technical/IT		
a4		Admin/Legal/Accounting/HR		
a5		Bike Mechanics/Station Technicians		
a6		Other Street Team		
A		TOTAL LABOR - REQUIRED SERVICES		sum a1 thru a6
B		DIRECT COST -REQUIRED SERVICES		
b1		Office Admin/Workroom/Storage		
b2		Winter Takedown, Redeployment and Storage		
b3		Vehicle, fuel, maintenance, etc		
b4		Utilities, phone, communications		
b5		Supplies & Tools		
b6		Insurance (Liability, Equipment, Auto, Workers Comp)		
b7		Credit Card Fees	\$112,200	Credit card fees are based on user and member revenue. Value is

				added as placeholder for consistency among bidders. Flat fee paid to operator will be adjusted up or down at the end of the year to reflect actual credit card fees.
b8		Other (if any)		
	b8.1			Add line items as desired
	b8.2			
	b8.3			
	b8.4			
	b8.5			
	b8.6			
		Subtotal Other		sum of b8.1 thru b8.6
B		TOTAL DIRECT COSTS - REQUIRED SERVICES		sum b1 thru b8
* Spare Parts, Batteries, and Shipping thereof paid reimbursed at actual costs incurred to the vendor. Municipalities pay the manufacturer directly for equipment for new station purchases.				
C		TOTAL REQUIRED SERVICES (LABOR + DIRECT)		sum A +B
		TOTAL REQUIRED SERVICES (PER DOCK MONTH)		(sum A+B)/(12*# Docks)
		PREMIUM SERVICES		
D		Customer Service		
E		Marketing, Public Relations and Corporate Sales (please list)		
	e1	Marketing		

	e2	Public Relations		
	e3	Corporate Sales		
F		Payment Gateway, Revenue Collection, IT Management, Website Maintenance		costs for software from 8D and upgrades not included in this line. See b12
J		TOTAL PREMIUM SERVICES		sumd thru f
		TOTAL PREMIUM SERVICES PER DOCK MONTH		(sum d thru f)/(12*docks)
K		SUBTOTAL REQUIRED + PREMIUM SERVICES		sum c + J
		SUBTOTAL REQUIRED + PREMIUM SERVICES PER DOCK MONTH		(sum C+J)/(12*docks)
L		MANAGEMENT FEE/ OVERHEAD/ PROFIT (write in %: _____)		show %
M	m1	TOTAL OPERATIONS FEE (REQUIRED +PREMIUM +MGMT FEE)		sum k+l
	m2	TOTAL OPERATIONS FEE PER DOCK MONTH		(k+l)/(12*docks)
<p>This cost per dock month will be valid for 128-150 stations (approximately 2246 to 2632 docks) and will be applied based on actual dock numbers and for up to 3 years.</p>				
<p>Operations show significant economies of scale. Section N below suggests the operator provide a discount on the operations cost per dock-month that will apply to ALL stations in the system, not just new stations as the system expands.</p>				<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Line m2is your bid</p> </div>



N		OPERATIONS FEE PER DOCK MONTH (151-200 station total)		
		OPERATIONS FEE PER DOCK MONTH (201-250 stations total)		
		OPERATIONS FEE PER DOCK MONTH (251+ stations total)		
		UNIT PREMIUM SERVICES		
		<i>*The following services will be paid as actual direct costs plus management fee/overhead/profit at the percent listed above. Please show estimated fees, not to be exceeded in practice, for items in grey. Labor will be paid according to hourly rates from financial proposal.</i>		
		Launch fee (per new station)		includes assembly, set up, stickers, install, etc
		Station Reconfiguration (per station)		
		Additional Rebalancing Truck - vehicle cost		
		Additional Rebalancing Truck - operations cost per 40 hours		
		Additional Rebalancing Bike Trailer - vehicle costs		
		Additional Rebalancing Bike Trailer - operations costs per 10 hours		
		Station Siting and Permitting (per final station location)		Process includes review of multiple locations. See permitting section.
H		Winter Operations Fee (if applicable, per station		Provide details as needed

		based on a minimum of 20 stations)		
	h1			
	h2			
	h3			
	h4			
		Helmet Dispensing Unit Operations (per machine)		

Part V Proposal Submittal

Proposal Packages

- ▶ By law, Price Proposals and Non-Price Proposals MUST be submitted in SEPARATE, SEALED packages.
- ▶ Proposal submissions that do not conform to this protocol must, by law, be rejected.
- ▶ All exterior packaging (e.g., UPS, FedEx, etc.) must be properly labeled with the Proposer's name, the RFP, and the Proposal Due Date

The Sealed Non-Price Proposal displays on all outer and inner packaging including shipping packaging ...

- RFP#
- Proposer Name
- Proposal Due Date

The Sealed Non-Price Proposal Contains ...

- ONE (1) unbound paper original
- FIVE (5) bound paper copies
- ONE (1) electronic copy on a portable media (single file .pdf)

The Sealed Price Proposal displays on all outer and inner packaging including shipping packaging ...

- RFP#
- Proposer Name
- Proposal Due Date

The Sealed Price Proposal Contains

- ONE (1) unbound paper original
- FIVE (5) bound paper copies
- ONE (1) electronic copy on a portable media (single file .pdf)

Submittal

Submit Proposals To:

Heidi Anderson

Metropolitan Area Planning Council

60 Temple Place, 6th Floor, Boston, MA 02111

No later than Mon, Jan 6, 2014, 12:00 Noon EST as read on the clock in the 6th floor
MAPC lobby

- ▶ Proposals must be in the actual possession of MAPC on or prior to the exact time and date indicated above
- ▶ By law, late proposals and proposals that are not submitted in separate, sealed non-price and price proposal packages **MUST** be rejected.

Questions & Addenda

- ▶ Failure of any Proposers to read and become familiar with any portion of this RFP will not relieve them from any of the obligations described herein, whether they may be required during review of the proposals, or performance required under a contract. MAPC will not provide, authorize or honor any alleged oral responses.

Proposers are asked to notify MAPC promptly of any ambiguities, inconsistencies or errors they discover upon examination of the RFP. Questions and inquiries will not be answered directly. All questions and requests for clarification must be submitted ***in writing via email*** to handerson@mapc.org.

Responses to inquiries regarding interpretation or clarification that affect all Proposers and corrections or changes to the RFP will be issued as Addenda. Addenda will be distributed via email or faxed to all parties that MAPC is aware have obtained the RFP no later than the "addendum Issues" date above, unless notification otherwise has been sent to all parties. In such an event, MAPC may elect to alter the proposal due date.

Proposers should contact either of the MAPC contacts above if they are concerned that they have not received an addendum.

MAPC maintains a record of addenda sent to all parties who have received the RFP documents. Confirmation of a successfully sent (i.e. received) fax or the lack of a return Internet message that an email delivery failed will be considered proof of delivery. To

ensure that Proposers have taken all addenda into consideration, acknowledgement of receipt of each addendum issued must be noted in the space "Addendum #" provided on the Proposal Signature Page (Appendix A – Required Forms).

The last date to submit questions and requests for clarification will be Fri, Dec 20, 2013 and the last Addendum will be issued on Fri, Dec 27, 2013.

If such requestor notifications are received after the "Last Addendum Issue" date, then MAPC, in its sole discretion, will determine if additional addenda are required and whether to alter the proposal due date. MAPC will advise all prospective Proposers of such activity.

MAPC reserves the right to disqualify any Proposer that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.

Corrections, Modifications & Withdrawal of Proposals

A Proposer may correct, modify, or withdraw a proposal by written notice if received by MAPC prior to the proposal due date. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. __". Each modification must be numbered in sequence and must reference the original RFP.

Proposers may not, after the proposal due date, change any provision of the proposal in a manner prejudicial to the interest of MAPC, the Cities of Boston and Somerville and the Town of Brookline. Minor informalities¹¹ will be waived or the Proposer will be allowed to correct them. If a mistake is obvious and the intended correct wording, figure or calculation is clearly evident on the face of the proposal document, the mistake will be changed to reflect the apparent correct meaning and the Proposer will be notified in writing; however, the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording, figure or calculation is not similarly evident.

¹¹ M.G.L. c.30B §2 defines "minor informalities" as "... minor deviations, insignificant mistakes, and matters of form rather than substance ... which can be waived or corrected without prejudice to other offerors, potential offerors, or the government body."

Part VI Appendices

Appendix A – Required Forms

- ▶ The following pages contain forms that **MUST** be fully executed by the Proposer and submitted with the proposals.
 - Cover Letter (template to be typed on Proposer’s letterhead)
 - Proposal Signature Page
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance
 - Conflict of Interest Certification
 - Certificate of Compliance with MGL c. 151B
 - Certificate of Non-Debarment
 - Additional Certifications
 - Right to Know Law Page
 - Price Proposal Signature Page
 - Minimum Quality Requirements
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
 - Lobbying Certification
 - Offeror’s Certification

- ▶ **The following requirements and cautions apply to all proposals and all forms.**
 - Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
 - Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
 - The Proposal must indicate the responsible entity, which must also be the signatory on all documents.

- Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Cover Letter

Using this template, provide an originally signed letter on company letterhead reciting and asserting as follows:

Heidi Anderson, Municipal Procurement Services Manager

Metropolitan Area Planning Council

60 Temple Place, 6th Floor

Boston, MA 02111

Phone: 617.933.0764

Email: handerson@mapc.org

Re: RFP#: Bicycle Operations Services 2014 RFP

Dear Ms. Anderson,

In response to your Request for Proposals (“RFP”), we [insert name of Proposer] (“the Proposer”) hereby submit our Proposal to provide Bicycle Operations Services to the “Hubway” bike sharing system.

We offer the following commitments and representations to Metropolitan Area Planning Council (“MAPC”) and the Cities of Boston and Somerville and the Town of Brookline:

1. The undersigned is authorized to submit this Proposal on behalf of the Proposer and to bind the Proposer to its terms. We have fully reviewed the RFP and any and all addenda thereto, and we fully understand the scope and nature of the RFP and contractual arrangements for which Responses are being requested.
2. Our Proposal has been prepared and is being submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the response to this RFP.
3. Neither the Proposer nor any of its employees or representatives is currently suspended or debarred from doing business with any governmental entity.

4. Neither the Proposer, nor any of its employees or representatives is currently the subject of or party to a Massachusetts public employee conflict of interest action or investigation.
5. The Proposer is not a party to any pending or current litigation that might adversely affect its performance on this project.
6. The Proposer has not filed for bankruptcy protection in the last seven years. If the Proposer has filed for bankruptcy protection in the last seven years, the Proposer must describe the circumstances that led to the filing, the ultimate disposition of the matter, the current situation and substantial, detailed evidence of the Proposer's financial ability to complete this project if selected.
7. The Proposer has no business dealings with countries or organizations that fund or support terrorist activities anywhere in the world.
8. We certify that all of the information provided in our Proposal is true and accurate and that MAPC and the Cities of Boston and Somerville and the Town of Brookline may rely on such information in the evaluation of our Proposal. We have read and understand the evaluation criteria in the RFP. We accept that MAPC reserves the right to waive informalities and to reject in whole or in part any or all Proposals. We accept that the MAPC Evaluation Committee reserves the right to select the Proposals that they view as the most advantageous on the basis of the evaluation criteria listed in the RFP.
9. We agree to take full responsibility for all costs of preparing this Proposal. We waive any and all claims against MAPC and the Cities of Boston and Somerville and the Town of Brookline, their employees, representatives, agents, and members related to the cost of preparing, submitting and having MAPC review and evaluate this Proposal.
10. We have read and understand the product requirements and standards specified in this RFP, and certify that any and all equipment offered in response to this RFP meet or exceed those requirements and standards.

Sincerely,

[Insert name of Proposer]

By: [Insert signature of authorized representative]

[Print or Type Name of authorized representative]

[Street Address]

[City, State, Zip]

[Telephone]

[E-Mail]

[Date]

Proposal Signature Page

The accompanying Forms & Documentation are hereby submitted as a Proposal in response to the subject RFP.

Company Name	Contact Person
_____	_____
Street	Phone
_____	_____
City, State, Zip	Fax
_____	_____
Email	

Proposer acknowledges receipt of the Request for Proposals (RFP) and Addendum No(s)._____, dated _____, and submits the attached proposal for this RFP to the Metropolitan Area Planning Council (MAPC) on the authority of the undersigned and as dated below who by signing confirms and pledges to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with MAPC.

Authorized Agent of the Proposer:

*(If a corporation,
attach Certificate
of Vote or apply
Corporate Seal)*

Signature (blue ink please)

Printed Name

Title

Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Certificate of Non-Collusion

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under Chapter 30B of the Massachusetts General Laws certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the proposal.

“The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.”

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certificate of Tax Compliance

"Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Conflict of Interest Certification

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certificate of Compliance with MGL c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable State Office of Minority and Women Business Enterprise Assistance (SOMWBA) thresholds that have been established in conjunction with this Request for Proposals.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certificate of Non-Debarment

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the MAPC and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Additional Certifications

I certify that all information, statements, and pricing made in my Proposal are true, accurate, and binding representations of the Proposer's intentions and commitment in responding to this RFP. Any such representations that exceed the minimum requirements of the RFP constitute legal obligations on the part of the Proposer to perform as stated and that failure to so perform may be used by MAPC as grounds to terminate the my contract.

I certify that pursuant to 28 CFR Part 42.204 (d) my employment practices comply with Equal Opportunity Requirements and comply with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Right to Know Law Page

Any Proposer who receives an order or orders resulting from this invitation, agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. Ch 111F, s 8, 9, 10 and the regulations contained in 454 CMR 21.06 when deliveries are made. The Proposer agrees to deliver all containers properly labeled pursuant to M.G.L. Ch 111F, s 7 and the regulations contained in 454 CMR 21.05. Failure to submit an MSDA and/or label on each container will place the Proposer in noncompliance with the Purchase Order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action or prevent the Proposer from selling said substances or mixtures containing said substances within the Commonwealth. All Proposers furnishing substances or mixtures subject to Ch 111F or M.G.L. are cautioned to obtain and read the Law and Rules and Regulations referenced above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 (617-727-2834) for a fee.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Price Proposal Page

The undersigned proposes to provide products and services to the MAPC and the Cities of Boston and Somerville and the Town of Brookline in accordance with my response to the Request for Proposals (RFP) cited above. The Price Proposal attached to this page includes all products and services offered in my Non-Price Proposal per the terms and specifications stated in the RFP and incorporated into the Non-Price Proposal. The prices offered are guaranteed not to change except as permitted by the terms and conditions of the RFP and the signed contract. The prices offered account for all charges to be expected by Buyers. No other charges will be invoiced to Buyers under this Proposal and any resulting contract.

- The attached document recites all pricing in the manner required by the RFP.
- The electronic files (if required by the RFP) are enclosed).

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Minimum Quality Requirements

In order for a Proposal to receive further consideration, Proposer must unconditionally check "Yes" to each Quality Requirement below. A Proposal will be rejected in its entirety if a Proposer fails to check "Yes", or who modifies, qualifies, or limits its affirmative response in any way.

Circle "Yes" or "No" for each of the following requirements ...

- Provided all forms, documents, and other information required by this RFP to thoroughly evaluate the proposal.

Yes

No

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions

The undersigned offeror certifies, to the best of his or her knowledge and belief, that the offeror, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the offeror not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The offeror agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier transactions in accordance with 45 CFR Part 76.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Lobbying Certification

The undersigned offeror certifies, to the best of his or her knowledge and belief, that:

1. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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;
2. 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, the undersigned 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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.); and
3. the undersigned agrees that by submitting this proposal it shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil

penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Offeror's Certification

The undersigned offeror certifies that it:

1. Intends to use the following listed construction trades in the work under the proposal:

2. Will comply with any minority manpower ratio and specific affirmative action steps contained in the Bicycle Operations Services 2104 Request for Proposals (RFP) and/or in any documents attached thereto and as may be required by applicable municipal, state, or federal law; and
3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Appendix B – Evaluation Criteria

The following criteria categories will be applied in evaluating the Non-Price Proposals and will be weighted as follows:

- Organization Development & System Oversight (25%)
- Equipment Operations & Bicycle Distribution (25%)
- Transition Plan (25%)
- Premium Services (25%)
 - Customer Service
 - Marketing, Public Relations and Corporate Sales
 - Payment Gateway, Revenue Collection, IT Management, Website Maintenance, Station Siting & Permitting
 - Winter Operations
 - Additional Bike Share Activities

Organization Development & System Oversight (25%)

Highly Advantageous: The vendor has presented a detailed, logical, and highly efficient plan to meet the goals and measurable objectives for the Bicycle Share Operations, has superior qualifications for implementing the plan, has demonstrated a great understanding for and ability to build and lead a cost-efficient, best in class organization, and has presented references that consistently rate the leadership team as excellent.

Advantageous: The vendor has presented a credible plan to meet the goals and measurable objectives for the Bicycle Share Operations, has good qualifications for implementing the plan, has demonstrated a reasonable understanding for and ability to build and lead an organization, and has presented references that consistently rate the leadership team as good.

Not Advantageous: The vendor has presented a questionable plan to meet the goals and measurable objectives for the Bicycle Share Operations, has mediocre qualifications for implementing the plan, has demonstrated a poor understanding for and ability to build and lead an organization, and has presented references that consistently rate the leadership team as below average.

Equipment Operations & Bicycle Distribution (25%)

Highly Advantageous: Vendor's operations and maintenance approach is comprehensive, is highly sensitive to the need to redistribute, maintain, repair and/or replace damaged system components in a timely manner, demonstrates an exceptional ability to understand and implement efficiencies and best practices, has a plan for the highest level of optimization in bicycle redistribution.

Advantageous: Vendor's operations and maintenance approach is reasonable, is sensitive to the need to redistribute, maintain, repair and/or replace damaged system components in a timely manner, demonstrates an ability to understand and implement efficiencies and best practices, has a plan for the above average optimization in bicycle redistribution.

Not Advantageous: Vendor's operations and maintenance approach to redistribute, maintain, repair and/or replace damaged system components in a timely manner is questionable. The proposal does not demonstrate an ability to understand and implement efficiencies and best practices and does not have a credible redistribution plan.

Transition Plan (25%)

Highly Advantageous: The Vendor has presented an extremely thoughtful and logical plan to overcome transition and interoperability challenges in order to maintain the highest level of service including possessing a deep understanding of issues and willingness to cooperate with a second vendor.

Advantageous: The Vendor has presented a logical plan to overcome transition and interoperability challenges in order to maintain the good level of service including demonstrating an understanding of issues and willingness to cooperate with a second vendor.

Not Advantageous: The Vendor has not presented a credible plan to overcome transition and interoperability challenges, or to maintain the level of service including demonstrating an understanding of issues and willingness to cooperate with a second vendor.

Premium Services (25%)

Highly Advantageous: The Vendor presents highly comprehensive, detailed and knowledgeable approaches to customer service, marketing, website and IP, station siting, helmets and additional services. The customer service plan is highly sensitive to the needs

of bike share users and can respond to bike share user needs in a timely fashion. The marketing plan encompasses a myriad of effective and efficient tactics to deliver significant numbers of new member and revenue and the Vendor has demonstrated the ability to implement all marketing plan components. The vendor possesses a deep understanding of and comfort working with technology, IP and websites.

Advantageous: The Vendor presents credible approaches to customer service, marketing, website and IP, station siting, helmets and additional services. The customer service plan is sensitive to the needs of bike share users and can respond to bike share user needs in reasonable timeframe. The marketing plan includes effective tactics to deliver new members and revenue and the Vendor has demonstrated the ability to implement most of the marketing plan components. The vendor possesses an understanding of and comfort working with technology, IP and websites.

Not Advantageous: The Vendor does not present a credible approach to customer service, marketing, website and IP, station siting, helmets and additional services. The customer service approach lacks sensitivity to the needs of bike share users and an inability to respond to bike share user needs in a reasonable timeframe. The marketing plan does not include effective tactics to deliver member and revenue increases nor an ability to implement marketing plan components. The vendor lacks understanding of and comfort working with technology, IP and websites.

Appendix C - Legal Notice

The Metropolitan Area Planning Council (“MAPC”), acting on behalf of the Cities of Boston and Somerville, the Town of Brookline and on behalf of other MAPC Region municipalities listed in the Request for Proposals (RFP), pursuant to M.G.L. c. 7, § 22B and M.G.L. c. 30B, is seeking responsive proposals from qualified organizations including for- and non-profit organizations to provide Bicycle Share Operation Services for the “Hubway” bike share system currently existing in the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline, MA. Work may include all elements of operations including bike and station maintenance, customer service, station installation and removal, bike rebalancing, permitting, helmet operations, sponsor fulfillment, reporting, marketing, and IT. The responsive and responsible vendor selected as offering the most advantageous proposal shall have the opportunity to contract with each municipality listed in this RFP. Proposals will be evaluated as Highly Advantageous, Advantageous or Not Advantageous based on Organization Development & System Oversight; Equipment Operations & Bicycle Distribution; Transition Plan; and Premium Services.

Funding of the system at the municipal level may involve federal and/or state funding. All federal, state, Massachusetts Department of Transportation (MassDOT), Massachusetts Bay Transportation Authority (MBTA), and municipal requirements must be followed and may include, but not be limited to Buy America and DBE Goals.

The RFP may be obtained on or after Mon, Nov 25, 2013 at 10:00 a.m. Eastern Standard Time (“EST”) from MAPC, by e-mailing handerson@mapc.org. The RFP shall be available until 5:00 p.m., EST, Fri, Dec 13, 2013. Optional proposer’s conference calls may be held; dates will be published in the RFP. MAPC reserves the right to add one or more additional calls. Proposals shall be due at 12:00 Noon, EST, Mon, Jan 6, 2014 at MAPC, 60 Temple Place, 6th Floor, Boston, MA 02111. Price and non-price proposals must be submitted separately, sealed, and clearly marked. Late proposals will not be accepted.

MAPC reserves the right to waive any defects or informalities, to accept or reject any and all proposals, or any part or parts thereof. Each participating municipality shall have the sole authority to award a contract in its best interests, but all contracts so executed shall be consistent with the terms of this procurement.

The term of the contract resulting from this RFP shall be for one (1) year with the option to renew for two additional one-year periods at the discretion of the applicable municipality.

MAPC Posted: Mon, Nov 25, 2013

Goods & Services Bulletin Published: Mon, Nov 25, 2013

Boston Globe Published: Mon, Nov 25, 2013

Appendix D - Listing of MAPC Region Municipalities Eligible to Contract with the Selected Vendor

This RFP is being issued on behalf of the Cities of Boston, and Somerville and the Town of Brookline. However, the following MAPC Region municipalities by being listed below will be legally eligible to, and may of their own volition, contract with the selected vendor.

Adjacent municipalities that have expressed varying levels of interest to date include Arlington, Malden, Newton, Revere, Watertown, and Winthrop.

- | | |
|----------------|-----------------|
| 1. Acton | 26. Foxborough |
| 2. Arlington | 27. Framingham |
| 3. Ashland | 28. Franklin |
| 4. Bedford | 29. Gloucester |
| 5. Bellingham | 30. Hamilton |
| 6. Belmont | 31. Hanover |
| 7. Beverly | 32. Hingham |
| 8. Bolton | 33. Holbrook |
| 9. Boston | 34. Holliston |
| 10. Boxborough | 35. Hopkinton |
| 11. Braintree | 36. Hudson |
| 12. Brookline | 37. Hull |
| 13. Burlington | 38. Ipswich |
| 14. Canton | 39. Lexington |
| 15. Cambridge | 40. Lincoln |
| 16. Carlisle | 41. Littleton |
| 17. Chelsea | 42. Lynn |
| 18. Cohasset | 43. Lynnfield |
| 19. Concord | 44. Malden |
| 20. Danvers | 45. Manchester |
| 21. Dedham | 46. Marblehead |
| 22. Dover | 47. Marlborough |
| 23. Duxbury | 48. Marshfield |
| 24. Essex | 49. Maynard |
| 25. Everett | 50. Medfield |

- | | |
|-------------------|------------------|
| 51. Medford | 77. Sharon |
| 52. Medway | 78. Sherborn |
| 53. Melrose | 79. Somerville |
| 54. Middleton | 80. Southborough |
| 55. Milford | 81. Stoneham |
| 56. Millis | 82. Stoughton |
| 57. Milton | 83. Stow |
| 58. Nahant | 84. Sudbury |
| 59. Natick | 85. Swampscott |
| 60. Needham | 86. Topsfield |
| 61. Newton | 87. Wakefield |
| 62. Norfolk | 88. Walpole |
| 63. North Reading | 89. Waltham |
| 64. Norwell | 90. Watertown |
| 65. Norwood | 91. Wayland |
| 66. Peabody | 92. Wellesley |
| 67. Pembroke | 93. Wenham |
| 68. Quincy | 94. Weston |
| 69. Randolph | 95. Westwood |
| 70. Reading | 96. Weymouth |
| 71. Revere | 97. Wilmington |
| 72. Rockland | 98. Winchester |
| 73. Rockport | 99. Winthrop |
| 74. Salem | 100. Woburn |
| 75. Saugus | 101. Wrentham |
| 76. Scituate | |

Appendix E – Hubway Data

Appendix F – Standard Insurance

The following are the standard insurance requirements typically used by the Cities of Boston and Somerville and the Town of Brookline are for informational use only. The Minimum Insurance Coverage Requirements for this RFP can be found in Part II, Scope of Services, Required Scope of Services

Insurance Requirements - Brookline

Vendor agrees to maintain such insurance coverage. All required insurance coverages shall be acquired from insurers qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town. The minimum insurance coverages shall be:

- A. Worker's Compensation, with Employer's Liability limits of not less than the greater of: (i) one million dollars (\$1,000,000) for each accident; or (ii) the statutory limit for each accident.
- B. Commercial General Liability, including all coverages contained in an unamended I.S.O. Form CG 00 01 with limits not less than one million (\$1,000,000) dollars for each occurrence and three million (\$3,000,000) in the aggregate for each annual policy period of Combined Single Limit Bodily Injury and Property Damage. Such form includes contractual Liability, Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages.
- C. Comprehensive Automobile Liability Insurance, with limits not less than one million (\$1,000,000) dollars each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired auto coverages, as applicable.
- D. Excess Liability Coverage, following the insurance referred to in clauses A, B, and C above in the amount of three million (\$3,000,000) dollars per occurrence, combined Single Limit, and three million (\$3,000,000) dollars in the aggregate for each annual policy period.

Endorsements. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

- A. To name as additional insureds, with respect to the operations of Vendor under a signed Agreement, the Town of Brookline, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards,

and commissions, and those sponsors who own property on which Rental Site(s) that are a part of the System are located; and

B. To provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of an Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Notice. All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to the Town of cancellation, non-renewal or reduction in coverage.

Assumption of Risk. Vendor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any negligent action, omission, commission or operation under this Agreement, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the Town shall be construed as relieving or excusing Vendor from any liability or obligation imposed upon Vendor by the provisions of the Contract Documents.

Vendor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

Vendor shall be as fully responsible to the Town for the acts and omissions of its subcontractors and of persons employed by the subcontractors as Vendor is for acts and omissions of persons directly employed by Vendor

Insurance Requirements – Somerville

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

City Of Somerville

Purchasing Department

93 Highland Avenue

Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

See Appendix H for forms.

Insurance Requirements - Boston

Prior to the effective date of the contract, vendor shall deliver to the city's purchasing agent a Certificate of Insurance indicating that it has in force the insurance coverages described below. Vendor agrees to maintain such insurance coverages until the completion of all of its obligations pursuant to its contract with the city, including without limitation, all warranty periods. As such, all liability insurance coverages shall be

written on an occurrence basis. All required insurance coverages shall be acquired from insurers qualified to do business in the Commonwealth of Massachusetts and acceptable to the city. The minimum insurance coverages shall be:

- A. Worker's Compensation, with Employer's Liability limits of not less than the greater of: (i) one million dollars (\$1,000,000) for each accident; or (ii) the statutory limit for each accident.
- B. Commercial General Liability, including all coverages contained in an unamended I.S.O. Form CG 00 01 with limits not less than one million (\$1,000,000) dollars for each occurrence and three million (\$3,000,000) in the aggregate for each annual policy period of Combined Single Limit Bodily Injury and Property Damage. Such form includes Contractual Liability, Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages.
- C. Comprehensive Automobile Liability Insurance, with limits not less than one million (\$1,000,000) dollars each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired auto coverages, as applicable.
- D. Excess Liability Coverage, following the insurance referred to in clauses A, B, and C above in the amount of three million (\$3,000,000) dollars per occurrence, Combined Single Limit, and three million (\$3,000,000) dollars in the aggregate for each annual policy period.

Endorsements. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

- A. To name as additional insureds, with respect to the operations of vendor under its contract with the city, the City of Boston, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions, and those sponsors who own property on which bike stations that are a part of Boston's Hubway system are located (if applicable); and
- B. To provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of vendor's contract with the city, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Notice. All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to the City of Boston of cancellation, non-renewal or reduction in coverage.

Appendix G – Sponsor Logo Placement

The following pages contain Sponsor Logo Placement.

Appendix H – Somerville Living Wage Ordinance and Insurance Forms

The following pages contain the City of Somerville’s Living Wage and Insurance Forms.

Appendix I – Regional MOA

The following pages contain the Regional MOA.

Appendix J – City of Boston Contract with Alta Bicycle Share, Inc.

The following pages contain the Alta Bicycle Share, Inc. Contract with the City of Boston.