

Capitol Region Council of Governments (CRCOG)

REQUEST FOR PROPOSALS: CRCOG Regional No-Cost Bikeshare

RFP Schedule:

RFP Release Date: June 21, 2019

Optional Vendor Conference: July 10, 2019

Questions Submitted by: July 12, 2019

Addenda Issued: July 19, 2019

RFP Proposal Deadline: July 26, 2019

SUBMITTALS MUST BE RECEIVED BY 2:00 p.m. EST

Selection of Short-Listed Vendors (if necessary): August 2, 2019

Vendor Interviews: August – September 2019

Final Decision: September 25, 2019

Bikeshare Start Date: April 2020

Submit Proposals to:

Capitol Region Council of Governments

c/o Caitlin Palmer

241 Main Street, Fourth Floor

Hartford, CT 06106

CRCOG Regional No-Cost Bikeshare RFP

1. Background and Intent

1.1 Vision + Overview

The Capitol Region Council of Governments (CRCOG) is a Regional Council of Governments consisting of 38 towns in the Hartford region, created under Section 4-124i through 4-124p of the Connecticut General Statutes as a voluntary association of municipal governments.

The Participating Communities (listed in section 1.2) have come together as neighboring communities to encourage bike share opportunities for and across their municipalities, and they intend to sign a Memorandum of Understanding to create a partnership with CRCOG to allow Vendor(s) to provide such services (a draft of this MOU is included in Exhibit C). CRCOG is seeking the services of a Vendor/s who meets the required bike share specifications provided below. One or more Vendors may receive a contract with CRCOG, however, the preference would be to award a contract for bikeshare to one Vendor. CRCOG may elect not to award a contract to any Vendor. This regionalized approach to bikeshare implementation will require the selected Vendor to provide seamless services across the borders of Participating Communities.

CRCOG envisions a large-scale regional private bikeshare system that is provided at no cost to the municipalities, which offers residents, visitors, students and employees a convenient and affordable way to bike seamlessly within and among the Participating Communities as applicable. The initial contract term is proposed for two (2) years, with up to three (3) one-year extensions.

Vendors (and their team, as applicable) are being asked to design, build, operate, maintain, manage, and market a modern smart bike bikeshare system. Ideally, this system would enable the public to access shared bicycles from a bike dock station or lock-to rack location located in the public right-of-way or on a public or publicly-accessible private property and return them to another dock or rack as an extension of the public transportation system and as a new mobility option for residents and visitors to our communities. The ideal system would take advantage of the regions public transportation (notably *CTfastrak*, *CTrail* Hartford Line stations, and priority transit corridors) and trail network, where feasible.

CRCOG and Participating Communities believe that the establishment of bikeshare systems can: increase bicycling in the Capitol Region; provide greater access to public transportation; offer more efficient inter- and intra- municipal travel where public transit is less accessible; make our communities more attractive places to live, work, visit and do business.

The preferred bikeshare system will be provided by the Vendor at no cost to the Participating Communities. All consumer pricing (the end user renting a bicycle from the system) must be reasonable and take into account issues of equity in Participating Communities. Equity shall take into account serving communities to ensure citizens have equal access to goods and services despite any socio-economic diversity (discussed in more detail in section 4.1).

The system will utilize state-of-the-art technology, equipment and operations. Pedal-assist technology for bicycles is permitted, but not to exceed 50% of the total bikes in operation in the system. The number of overall bikes and mix of bike types shall be left up to the Vendor to propose.

The purpose of this RFP is to solicit proposals that provide a reasonable basis to determine the most advantageous partnership for the Capitol Region Council of Governments. The proposals should contain comprehensive and effective solutions designed to achieve CRCOG's objectives as stated in this RFP.

1.2 Participating Communities and Demographics

The cities and towns that have expressed interest in participating in this initiative are as follows: Berlin, Bloomfield, Canton, East Hartford, East Windsor, Farmington, Glastonbury, Granby, Hartford, Manchester, New Britain, Newington, Rocky Hill, Southington, Vernon, West Hartford, Wethersfield, Windsor, and Windsor Locks.

We have provided general information for each of the towns listed above in the following Table. CRCOG and the participating communities are aware of the possibility that including certain communities in the bikeshare system may make more or less sense, and/or may have cost implications, or other impacts on Vendor responses. In its response, the Vendor should make clear which communities it believes it can serve and the quantity of bicycles in each of those communities.

Town	Total Population	Area (sq. miles)	Population Density
Berlin	19,866	27.0 miles ²	751/mi ²
Bloomfield	20,848	26.3 miles ²	799/mi ²
Canton	10,129	25.0 miles ²	419/mi ²
East Hartford	51,252	18.0 miles ²	2,844/mi ²
East Windsor	11,162	26.3 miles ²	425/mi ²
Glastonbury	34,427	51.4 miles ²	670/mi ²
Granby	11,282	40.7 miles ²	277/mi ²
Farmington	25,340	28.1 miles ²	903/mi ²
Hartford	123,287	17.3 miles ²	7,124/mi ²
Manchester	58,241	27.3 miles ²	2,137/mi ²
Newington	30,562	13.2 miles ²	2,319/mi ²
New Britain	72,570	13.3 miles ²	5,441/mi ²
Rocky Hill	19,709	13.5 miles ²	1,465/mi ²
Southington	43,069	36.0 miles ²	1,197/mi ²
Vernon	29,179	17.7 miles ²	1,646/mi ²
West Hartford	64,268	22.0 miles ²	2,878/mi ²
Windsor Locks	12,498	9.03 miles ²	1,384/mi ²
Wethersfield	26,668	12.4 miles ²	2,152/mi ²
Windsor	29,044	29.6 miles ²	980/mi ²

Table 1. General Town Information

1.3 Prior Bikeshare Efforts

In 2014, CRCOG along with the Greater Hartford Transit District worked with other agencies and the firm Foursquare Integrated Transportation Planning to evaluate the feasibility of implementing bikeshare in the Hartford region. The resulting report, “Metro Hartford Region Bike Share Plan,” often called the Foursquare Report, laid out a three-phased approach to gradually ramp up the size of the bikeshare system. Several challenges were identified as well including the size of the region and the region’s multiple town centers means that a regional system would be spread across a wide geographic area, lack of a strong existing bike network, and a market low in tourists and college students.

Overall the market analysis found the bikeshare was most feasible in the City of Hartford and adjacent municipalities West Hartford and East Hartford, citing additional opportunities for phased satellite locations in New Britain, Newington, Waterbury, and around certain CTfastrak locations. The study at the time based on existing technology anticipated capital costs that would grow over time as the system

expanded, resulting in a total subsidy needed for full buildout in six years of approximately \$636,000. With capital costs being too high, and new technology coming to the market, bikeshare was put on hold. Much has changed since 2014, perhaps most notably smart bike technology such as it exists today has made a regional network more feasible. Additionally, students and housing densities are on the rise in many of our communities, particularly as many of our CTfastrak and Hartford Rail cities and towns work to encourage transit-oriented development.

The full report can be found online at http://crcog.org/wp-content/uploads/2016/04/final_report.pdf. Additionally, dockless bikeshare has been piloted in the City of Hartford. The City allowed LimeBike to provide dockless bike share in the City via a resolution passed in November of 2017. The system launched in the City in June of 2018 with 300 bikes, and quickly expanded to 400 bikes. It went into winter shutdown at the end of November and was not restarted this spring. Lime indicated that given the fact that the City was working with CRCOG to issue an RFP for bike share services they would not return in the Spring of 2019.

The system was popular and there were few complaints, except that individuals indicated they had difficulty locating bicycles some days. From June through November more than 41,000 trips were made on the bike share bikes, and over 34,000 miles were travelled via bike share. The bikes travelled to surrounding towns, with the longest trip being 18.4 miles, from Hartford to West Hartford and then back to Hartford. The number of rides per vehicle on a daily basis varied from 0.2 (near the winter shutdown and on rainy days) to close to 1.7 on warm, good weather days.

2. RFP Process

2.1 Procurement Overview

This procurement process involves the following actions: this Request for Proposals, Receipt of Proposals, Qualification of Vendors, Evaluation of Vendors and Technical Proposals, Product Presentations / Interviews, Evaluation of Proposals, Determination of Award(s), Contract Execution, Program Implementation, Contract Extensions (Anticipated).

While it is the intention of CRCOG to award contracts by way of this procurement, CRCOG reserves the right to cancel all or any part of this solicitation or decide not to award any contract.

All proposals submitted in response to this solicitation are to be the sole property of CRCOG and shall be subject to the provisions of section 1-210 of the Connecticut General Statutes (re: the Freedom of Information Act).

2.2 Schedule

RFP Release Date: June 21, 2019

Optional Vendor Conference: July 10, 2019

Questions Submitted by: July 12, 2019

Addenda Issued: July 19, 2019

RFP Proposal Deadline: July 26, 2019

Selection of Short-Listed Vendors (if necessary): August 2, 2019

Interviews: August 7-21, 2019

Final Decision: September 25, 2019

Bikeshare Start Date: April 2020

2.3 General Submission Requirements

Sealed proposals, in accordance with the format prescribed below, will be received at the Capitol Region Council of Governments, c/o Caitlin Palmer, located at 241 Main Street, 4th Floor, Hartford, CT 06106, until 2:00 p.m. EST on July 26, 2019. Any responses received after the advertised opening date and time shall be rejected. Envelopes must be clearly marked "CRCOG Regional No-Cost Bikeshare" to ensure that they are recorded in connection with the correct solicitation. Respondents are required to provide one (1) signed original and six (6) copies of their response, including all supporting documentation, and must also provide a CD or flash drive containing an exact copy of all requested materials.

Note that the submission of any proposal indicates acceptance by the respondent of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

2.4 Questions, Vendor Conference, and Addenda

Vendors will be required to submit in writing, via email to cpalmer@crcog.org, any questions and inquiries they have pertaining to the RFP. These include any questions about ambiguities, inconsistencies, interpretation, clarification or possible errors within the RFP.

There will be a Vendor Conference for interested Vendors on July 10, 2019. (Further information will be provided for Vendors to join the conference at <http://crcog.org/rfprfq/>.) This conference is not mandatory, but Vendors are encouraged to participate. Vendors participating in this conference will be expected to have thoroughly read the RFP and be ready to ask questions relevant to this RFP.

No oral interpretations shall be made to any respondent as to the meaning of any of the solicitation documents. Following the Vendor Conference, CRCOG will issue an Addendum that will include a written summary of the questions and answers discussed at the conference (please note, these answers may differ from answers provided at the conference or may provide new information) and all other questions

received. CRCOG will not provide, authorize, or honor any alleged oral responses that have not been documented via an addendum.

All questions must be received in writing via email by July 12, 2019. In special cases, CRCOG staff reserve the right to post clarifying information in the form of an addendum outside of the aforementioned timelines.

Addenda will be posted on the CRCOG website by end of day (5pm EST) on July 19, 2019. It is the responsibility of each respondent to determine whether any addenda have been issued and to respond appropriately in their submittal.

2.5 Proposal Format

Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of the RFP may be disqualified. Written proposals should include, at a minimum, the following information in the order requested:

- 1) Cover Letter. A letter signed by an officer of the firm or individual, binding the respondent to all of the commitments made in the proposal. The cover letter should be addressed to Caitlin Palmer, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106.
- 2) Contact Information. The name, address and contact information of the respondent submitting the proposal. Please include telephone, fax, email and website address.
- 3) Statement of Qualifications and Experience. A narrative of the respondent's professional history background and relevant experience; the names and contact information of any additional firms and/or individuals proposed to participate in implementation of the proposed system; the background, education and relevant experience of team members and/or additional firms, as necessary and applicable; additional information you would like to highlight about your particular experience as it relates to the vision and the required and desired system specifications detailed in this RFP.
- 4) Vendor Technical Proposal. Response to sections 4 / 5 of this RFP.
- 5) System Pricing Proposal. Response to section 6 of this RFP.
- 6) Proposed Subcontractors. The successful respondent will assume sole responsibility for the system as required in this RFP. CRCOG will consider only one individual/company as the sole point of contact with regard to contract matters, whether or not subcontractors are used for one or more parts of this project. Respondents who intend to subcontract one or more elements (design, build, operate, maintain, manage, and market) of the bikeshare system to other firms/individuals shall identify those elements to be subcontracted and the subcontractor. All subcontractors shall be included in the respondent's Statement of Qualifications and Experience. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties, after contract award without the written consent of CRCOG. The selected Vendor shall be

fully responsible to CRCOG for the performance, finished product, acts, and omissions of its subcontractors and persons directly or indirectly employed thereby.

- 7) Insurance Document. Documentation of insurance coverage required under Section X of this RFP.
- 8) Response Page. See Attachment A.
- 9) Non-Collusion Statement. See Attachment B.
- 10) Equal Employment Opportunity and Minority/Female Business Enterprise Certification Form. See Attachment C.
- 11) Organizational Conflict of Interest Statement. See Attachment D.

2.6 Corrections, Modifications

Informalities that the CRCOG determines in its sole discretion are minor informalities e.g. minor deviations, insignificant mistakes, and matters of form rather than substance, will be waived or the Vendor will be allowed to correct them.

2.7 Selection Process

Proposals will first be evaluated by CRCOG staff to ensure Minimum Qualifications (Section 3 / Section 5.2) have been met. Qualifying Vendors will be short-listed and notified so they can prepare for Vendor Interviews per the schedule listed in section 2.2.

There are two components to the submittal – a Technical Proposal as detailed in Section 4 / 5 discussing the required and desired system specifications, and a System Pricing Proposal as detailed in Section 6.

Proposals will be evaluated by an Evaluation Committee selected by CRCOG. Committee members will independently review all Technical Proposals and evaluate them based on the evaluation criteria described in section 2.8, below. Each committee member will assign a rating to each proposal. CRCOG will then convene the Committee to review their evaluations and arrive at agreement on composite ratings for each proposal. The Committee will then open the System Pricing Proposals.

Vendor interviews for all qualified and/or short-listed respondents are anticipated. Product demonstrations are anticipated to be a portion of this interview. Interviews are anticipated to be held during the months of August – September.

Although proposals that are not the lowest in system pricing may be selected for award, price is still a significant factor. Contracts will be awarded to eligible, responsive, and responsible Vendor(s) whose proposal is determined to be the overall most highly advantageous taking into consideration minimum quality requirements, comparative evaluation criteria set forth in the RFP and composite ratings as well as price. The Committee may award contracts to more than one Vendor if it determines that such an award

will best serve the intent of this RFP and the interests of the communities, but otherwise expects and prefers to award one contract.

2.8 Evaluation Criteria

CRCOG desires to award a contract to the Vendor who demonstrates the ability to provide a regional no-cost bikeshare system that is self-sufficient at the proposed system size and is the most advantageous partnership for CRCOG and meeting the objectives of this RFP. Vendors will be evaluated on the following criteria as described in this RFP and will collectively be classified by the Selection Committee as Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable.

- Understanding and ability to deliver the regional no-cost bikeshare vision
- Proven, relevant experience of the Vendor
- Quality of responses from relevant references and past performance of operating similar systems
- Understanding and ability to deliver on the required and desired system specifications
- Vendor pricing for customers
- Completeness of response

2.9 Contract

A sample copy of CRCOG's standard contract can be found in Exhibit A of this RFP. CRCOG will make all reasonable efforts to award contracts immediately following the Final Decision date stated above.

This RFP document, any Addenda issued, and all included forms and requirements, and Vendor's proposal will be incorporated by reference into any resulting contract.

2.10 Authorization to Proceed

Upon receipt of signed contracts from the Vendor, CRCOG will return executed copies of the contracts and issue a written "Authorization to Proceed." Thereafter, Vendor agrees to work with the Participating Communities to complete a scope of work and project plan and implement the plan with each community. To streamline the individual community process, a Template Municipal Agreement has been included as Exhibit B of this RFP, which has been shared with the Participating Communities.

3. Minimum Vendor Qualifications

3.1 Experience

Vendor must have experience providing the same or similar services with a government entity or private institution in the last 2 years. Experience with multiple jurisdictions, public sector clients, and North American experience are preferred. Experience with bikeshare along trails is of interest. Responses should provide relevant information regarding previous experience related to developing public bikeshare systems and providing services similar to what is described in this RFP including number of years in business, description of vendor service model and qualifications, description of up to three similar bikeshare systems owned, operated and maintained by Vendor (including system size, characteristics and contact information of public agency), visual examples of implemented systems and products, and summary of key lessons learned from experiences.

3.2 Financial Capacity

Vendor must provide evidence of financial capacity to demonstrate that the required number of bicycles necessary to serve the participating communities can be provided at the appropriate densities and that bicycles can be reallocated and/or replaced in a timely manner. Responses should include a description of financial and capital resources, including identifying parent company or associated companies that allows Vendor to deliver on proposed plan.

The Vendor's system must be financially self-sufficient and be funded through sponsorships, membership revenues, system fees, and potentially dock/rack location advertising.

If you are selected to enter into a contract with CRCOG, you may be asked to provide an Audited Financial Statement.

3.3 References

Vendor must provide 3 references including contact information from local governments and/or private institutions where their product is used and a brief description of the services provided. These references must have engaged Vendors within the last 3 years to provide a service of a same or similar scope to the one requested in this RFP. These references may be the same as those described to establish experience in section 3.1. Letters of recommendation from such references are encouraged.

4. Regional Bike Sharing System - Required and Desired Specifications

The ideal proposal will result in a self-sufficient, independently operated system requiring no community capital or operating expenses. It is preferred that the system will be sustained by sponsorship, membership revenues, and bikeshare system fees. In certain municipalities, it is possible that advertising may be utilized (see section 4.3.6 for more information).

4.1 Equity

Vendors must ensure that their system equitably services low-income neighborhoods, which may include ensuring accessibility of bicycles in low-income neighborhoods, lower cost fee structure to riders demonstrating low-income, and offering means of accessing bicycles that do not require the use of a smartphone and/or access to a credit or debit card. The ability to offer a bilingual mobile app is preferred.

4.2 Multi-Modal Interoperability

CRCOG prefers a regionalized bikeshare system that increases the accessibility of other modes of transportation and builds upon a cohesive regional transportation network. Vendors that provide a system that can interact with other modes of transportation are preferred. To this end, CRCOG also prefers a system where bikeshare would be available at identified transit stops but is amenable to Vendors proposing which station locations might be more feasible or self-sufficient than others. A map of CTfastrak and CTrail Hartford Line have been included as Exhibit F of this RFP.

4.3 Individual Participating Community's Local Requirements

Due to the varying demographics and municipal organizational structures across the region and preferences regarding specific elements, each of the Participating Communities anticipates electing to have a contract with the selected vendor(s) to agree to and enforce these municipality-specific regulations. This contract may differ from but shall not be in conflict with the contract between CRCOG and the Vendor.

To streamline this process and rollout of the system once the CRCOG contract has been executed, a Template Municipal Contract has been included as Exhibit B of this RFP, which has been reviewed by the Participating Communities and several communities have provided additional information regarding anticipated approvals pertaining to certain information that Vendor's may find useful, such as additional advertising, future scooter use, etc. This information has been provided in Exhibit D).

4.3.1 Bicycle permitting fees

Participating Communities have elected not to levy bicycle permitting fees to a Vendor that proposes a no-cost system. It is likely that fees typically required for encroachment permits to

install docks or lock-to racks in the city or town rights-of-way will be waived by individual municipalities. The encroachment permit process to install parking in the State right-of-way is discussed in section 4.10.

4.3.2 Request a parking siting plan

It is anticipated that all Participating Communities prefer a smartbike bikeshare system with lock-to capabilities rather than a dockless, free-floating system. To this end, Participating Communities have provided preliminary maps of their towns indicating preferred and/or possible locations or areas where parking locations would be permitted or desired. These maps have been included as Exhibit C to this RFP for informational purposes. Final locations will be determined between the Vendor and the community; however, the included maps are intended to provide information that has been vetted by each individual community to help Vendor's scope the system in their response.

4.3.3 Siting parking facilities on private property

Each Participating Community may work with interested private property owners to site bicycle parking facilities on private property.

4.3.4 Wintertime operations

Each Participating Community has discretion over whether they will continue to remain in operation during winter months, which can be negotiated between the Vendor and the community. However, it is anticipated at least in year one that there will be no wintertime operations. It is not currently anticipated that CRCOG will be able to assist with winter storage, this will need to be arranged by the Vendor.

4.3.5 Coordination with local issue reporting services

In addition to other operation requirements, Participating Communities may elect to integrate the Vendor with their local issue reporting services such as SeeClickFix, 311, or similar to enable the Vendor to serve as an "active ticket resolver" that can respond and close out issues in the system. Communities with such services likely to request such coordination have been noted in Exhibit D.

4.3.6 Advertising & Sponsorship

Participating Communities agree to permit sponsorship and/or advertising on the bicycles themselves with the provision of a no-cost regional bikeshare system.

Communities that anticipate allowing limited advertising at parking locations are noted in Exhibit E. "Limited advertising" is anticipated to mean a size no larger than the eight-foot by five-foot panels location in New Haven, CT (example available here:

<https://www.nhregister.com/news/article/Placement-of-New-Haven-s-bike-share-program-s-13086967.php#photo-15784561>).

Individual municipalities may specify locations where advertising is prohibited or limited, i.e. historic districts, residential districts, or otherwise regulate the placement of advertising locations to ensure pedestrian accommodations and appropriate sight lines are maintained.

4.3.7 Trail Communities

Several of our interested communities have extensive bicycle/walking trails in their towns, and it is encouraged that a bikeshare system be proposed to take advantage of these networks where feasible (a map of these trails as of 2016 has been provided in Exhibit G). A few things of note about these trails:

- a) Trails are not maintained during the winter, and
- b) Use of electric vehicles on trails is regulated by the individual municipality but are typically not permitted.

4.4 Interaction with Existing and Future Multi-Modal Transportation Systems

Vendors are required to work in a cooperative manner with existing and emerging multi-modal transportation systems. This includes but is not limited to CT Department of Transportation, *CTtransit*, *CTrail*, other public or private bike sharing systems (not part of this RFP), and the Greater Hartford Transit District.

4.5 Helmets

Per section 14-286d (d), any person, firm or corporation engaged in the business of renting bicycles shall provide protective headgear conforming to nationally recognized standards to any person under sixteen years of age who will operate the bicycle if such person does not have protective headgear in his or her possession. A fee may be charged for the rental. Vendors are encouraged to offer helmet for rent at any office locations or coordinate/partner with Participating Communities to provide helmet rental locations.

Vendors must display in an area conspicuous to customers of the business the following statement, or otherwise address how compliance with helmet laws in Connecticut are being addressed: "In accordance with section 14-286d of the Connecticut State Statutes, no child fifteen (15) year of age or under shall operate a bicycle unless such child is wearing properly fitted, fastened, conforming protective headgear."

4.6 Equipment- Overview

The CRCOG requests proposals for bikeshare systems using smartbikes with lock-to technology for universal racks or vendor-specific docks; preferring physical versus virtual parking locations that are provided at designated locations. Vendors may include electric-assist bicycles in their system proposal but

are encouraged to incorporate this technology in communities that would benefit the most due to topography or other reasons, which should be explained in the response.

Not all participating communities are amenable to permitting scooters to operate in their community. While Vendors may arrange with individual communities to incorporate scooters in the system at a community's request (communities have indicated their preliminary preference on scooters in Exhibit D), scooters are not included in this RFP and are not anticipated to be part of this system.

Equipment must be designed to withstand the demands of outdoor, shared use. Equipment must be attractive and highly durable; theft and vandal resistant; able to weather winter conditions; safe, comfortable and easy to use by a wide range of users and include an adjustable seat. Bikes must include a front light that emits white light and a rear red reflector or light (see CT General Statutes 14-288 for lighting requirements). Bikes must come with a self-locking mechanism and can remain upright when parked, should they be left at non-designated parking locations. It is preferred that bicycles include additional specifications that accommodate a wide range of users and include the use of proprietary parts to deter equipment theft and vandalism.

4.7 Equipment- Compliance with Laws and Regulations

All bikes must be in compliance with all applicable local, state, and federal laws and regulations covering bicycles. This includes the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.

- a. Electric-assist bicycles must meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as the other bikes described herein. Electric assist bikes shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. If providing electric-assist bicycles, the vendor must demonstrate the ability to comply with local and state regulations around motorized vehicles.
- b. Vendors must comply with applicable state laws, Section 14-288 of the Connecticut General Statutes and Public Act 18-165.

4.8 Technology

Vendors must offer state-of-the art bike share technology. Vendors must be able to provide the technology necessary to accommodate Participating Communities that opt for stricter regulations around parking and develop and follow a bicycle parking siting plan, i.e. penalties for parking in areas other than designated locations.

Vendors providing a system to allow people without smartphones or internet access to rent and return bikes is required. The ability of a vendor to be able to remotely lock a bicycle is preferred but not required.

We expect this system to include the following advanced technologies:

Mobile application to handle transactions and provide information on bike availability and locations, and other means to rent bicycles for users without credit/debit cards or smart phones

GPS or equivalent technology to provide real-time tracking of bike location, routes, and to be able to record trip data

CRCOG anticipates using physical docks/racks but expects the system to also have the ability to virtually designate system and/or parking areas using geofencing or equivalent technology.

4.9 Bike Maintenance

Vendor must be able to ensure that all bikes in its fleet available to the public are in good working order and are safe to operate. Vendor must provide a regular maintenance schedule and have a plan in place to maintain charge on any pedal-assist bicycles.

4.10 Bike Parking

Barring specific agreements between the Vendor and a Participating Community otherwise specifying parking locations, Participating Communities will make public city or town sidewalks available for parking bikeshare bicycles to the Vendor at no cost. Participating Community may further support the bikeshare program by installing additional municipal (or private) bike racks, allowing painted bike parking areas, or other similar efforts.

The State of Connecticut is responsible for multiple state roads throughout the region (a map has been provided in Exhibit H). It is anticipated that the process for establishing bicycle parking locations in any state right-of-way will go through the standard encroachment permit process by way of the municipality, thereby eliminating a need for a contract between the Vendor and the State. Typically, municipalities are not charged an encroachment permit fee for this process.

4.11 Bicycle Parking Requirements

Vendors need to be able to demonstrate ability to comply with bikeshare parking requirements (ex: correct parking location on a sidewalk if parked in non-designated parking locations) and likely include removal or relocation by vendor after a certain point in time.

The system is anticipated to have physical bike stations using either standard bike racks or vendor supplied racks. When parked at a station, bikes must stand upright, must not impede the pedestrian way and must be securely locked. In Participating Communities where bicycles are permitted to be locked at non-station locations (see Exhibit D), such bikes must be returned to a station within 24 hours. Clear direction should be provided to users as to any parking restrictions for non-station locations and how to park appropriately at non-station locations. The fee structure should deter parking non-station locations. Bicycles that are incorrectly parked should be reparked within 3 hours of receiving such notice if received 7 am to 8 pm on weekdays, not including holidays, and within 12 hours of receiving notice at all other times.

4.12 Customer Service

Vendors must be able to provide customer service via multiple mechanisms (e.g.: mobile applications, website, phone number), enabling members of the public to ask questions, report bikes that are damaged or improperly parked, request refunds, or otherwise receive support. 24/7/365 customer support must be available in both English and Spanish with a minimal response time. Multiple languages are preferred.

4.13 Operations

Vendors must provide ground operations to ensure the safety, accessibility and responsible placement of bicycles. Vendor operational responsibilities will include:

- Daily bike rebalancing and distribution

- Ensuring a minimum number of functional bikes are operation each day in each Participating Community

- Equipment inspection, maintenance and repair consistent with or exceeding manufacturer's recommendations

- Coordination and timely response with communities reporting issues; Ability of Vendor able to receive and resolve tickets for See Click Fix, 311, or similar reporting mechanisms (communities with this technology have been indicated in Exhibit D)

- If operational in the winter, Vendor must provide services to ensure bicycles are accessible and safe to use

4.14 Data Access and Reporting

Vendor must provide data at minimum as identified in this section to CRCOG, or CRCOG and municipalities, on a monthly basis. It is preferred that the data is provided in the General Bikeshare Feed Specification (GBFS) format. Data includes, but need not be limited to:

- Bike data per bike, real-time (location of parked bikes, bike ID, type of bike, charge level if applicable)

Anonymized trip-level data for each trip record to assist with transportation planning efforts (trip duration, distance, start/end times and dates, start/end locations)

Bikeshare system data (total users in system by month, trip numbers, rides per bike, etc.)

Maintenance record for each bicycle, reported collision, customer service inquiries

Route data in a vector line or polyline format that is compatible with ESRI products

4.15 Data Security

Vendors will be responsible for providing secure system applications. The appropriate safeguards within the environment should include the use of encryption software and unique IDs and passwords to protect the data's confidentiality, integrity, and availability. All applications must meet security standards appropriate for the information type that they will be storing, processing or transmitting. It is preferred Vendors not sell or share personally identifiable information (PII).

4.16 Sale of Data

Vendors are required to follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. It is strongly preferred vendors do not resell users' personally identifiable information. If the vendor engages in such a practice, then it is preferred that that is communicated clearly and transparently to all users, and users have a clear means of opting out if they do not want their data sold.

4.17 Contingency Plan

In the event a Vendor is no longer able to successfully operate the bikeshare system, it is preferred that this is communicated to Participating Communities and CROCOG well in advance to avoid any potential disruption in service. Vendor agrees to use best efforts to work with any successive Vendor.

5. Vendor Technical Response

This section describes the information to be provided in the Vendor Technical Proposal. Maximum length is 20 pages, not including graphics. To avoid repetitive responses, where necessary you may refer to answers provided elsewhere in your response. Your responses do not have to directly indicate each item listed below (i.e. 5.1.2) but should be clearly marked with each section (i.e. 5.1 Overall System Vision).

5.1 Overall System Vision

Please describe your overall vision for this project/system. Additionally, please describe what you believe the initial system start-up size and Participating Communities would be, and if necessary, how it would be increased in size over time. Feel free to describe if there are particular communities you need to

participate in order to make the system feasible, and/or if there are interested Participating Communities that you cannot reasonably see accommodating in the system now and/or in the future.

Your response should be sure to demonstrate understanding of the vision elements mentioned in section 1.1, the above criteria listed in section 5.1, and include the following:

5.1.1 Overall system size

5.1.2 Number of bicycles and parking locations per community

Please include in your narrative any assumptions you are making that enable you to provide the no-cost system you have described and have detailed in the following sections (i.e. sponsorship, advertising on bikes and/or at some or all parking stations, etc.)

5.2 Qualifications

Please describe your organization's experience and qualifications (section 3.1 and 3.3) including:

5.2.1 Number of systems and bikes worldwide and in North America. If applicable, highlight any systems that utilize trail networks

5.2.2 Biographies and qualifications of lead team members

5.2.3 Organization chart of entire company and local team

5.2.4 Length of corporate operation (minimum 2 years)

5.2.5 Related or ancillary business operations beyond bikeshare systems

5.2.6 Describe up to three similar bikeshare systems owned, operated, and maintained by your organization

5.2.7 References (may be included here or as a separate attachment to the response)

5.3 Financial Capacity

5.3.1 Please describe your organization's financial and capital resource capacity, including identifying any parent owned company that allows you to deliver on your proposed plan and respond to unexpected challenges, and major sources of funding.

5.3.2 Demonstrate that your organization can provide the required number of bikes necessary to serve all the Participating Communities in your proposed system and your capacity to operate, own and maintain the system. If you are selected to enter into a contract with CRCOG, you may be asked to provide an Audited Financial Statement.

5.4 Project Plan and Timeline

Please provide a timeline of milestones for launch and implementation of the bike share system, which shall include the number of bikes provided at each timeframe listed below:

5.4.1 Signed contracts

5.4.2 System launch

5.4.3 The end of first three months of operation,

- 5.4.4 The end of the first and second year of operation, and
- 5.4.5 Any extension terms, assuming contract extension through those time periods.

5.5 Service Area & System Size

- 5.5.1 Please include a minimum number of bikes guaranteed to be in each Participating Community's service area at least once per day.
- 5.5.2 Provide any information on any contractual obligation for exclusivity and your ability to operate in the same municipal boundaries with other vendors, should you be unable to provide an adequately sized system now or in a phased approach.
- 5.5.3 Describe your ability to scale the system size in response to changing user demand.
- 5.5.4 If proposing an electric-assist bicycles, please describe how many bikes are proposed per community, confirm that less than 50% of total bikes in the system would be electric-assist, and why you believe they should be provided there.
- 5.5.5 If proposing electric-assist bicycles, describe how you will conform to local requirements for trails that do not permit any motorized vehicles.

5.6 Multi-modal Interoperability

Please describe the ability of your bikeshare system to expand the regional transportation network and interact with other modes of transportation, including public transit, car sharing services, ride hailing services, and existing bike share services.

5.7 Equity

Please describe your approach to equity consideration in the bikeshare system. Describe whether you offer the following features and how you ensure bicycles are equitably placed in low-income neighborhoods, including but not limited to:

- 5.7.1 Method to ensure availability of bicycles in low-income neighborhoods
- 5.7.2 Method to determine placement and quantity of bicycles in low-income neighborhoods
- 5.7.3 Users can access system without use of a smartphone or other similar technology
- 5.7.4 Users can access system without use of credit card/debit card (i.e.: can make cash payments) and lower cost pricing is provided for low income individuals
- 5.7.5 Any other features of the system that serve low-income communities

5.8 Equipment & Technology

- 5.8.1 Please describe the bikes and bike parking equipment that you will be using. Provide details regarding the equipment specifications as well as front and back end technology. Include screenshots if necessary. Submit any and all specifications of all bikes that would be provided to the Participating Communities, including validation that the equipment meets all required safety requirements.

Additionally, please include the following:

- 5.8.2 Description of renting and locking/unlocking a bicycle, including requests by underage users
- 5.8.3 Mobile application services provided
- 5.8.4 Bicycle reservation services provided and if/how intermediate stops are accommodated
- 5.8.5 Geofencing and virtual station capabilities
- 5.8.6 Use of GPS, RFID, and NFC technology
- 5.8.7 Please note whether you make use of any proprietary parts to help deter equipment theft and vandalism
- 5.8.8 Vandalism rates and total bicycles stolen and/or vandalized in other systems you operate. Please feel free to describe lessons learned or any other pertinent details about your experiences

5.9 Parking

- 5.9.1 Describe your plan and approach to parking bicycles and whether you commit to the conditions required in Section 4.11 Bicycle Parking Requirements.

Please describe which of the following parking management technology is available through your organization and how you intend to utilize the following technology and/or equipment, as applicable:

- 5.9.2 Physical, proprietary docking stations
- 5.9.3 Bike racks
- 5.9.4 Virtual stations (created via geofencing or other means)
- 5.9.5 Kickstands
- 5.9.6 “No Parking Zones” (i.e. in certain locations and/or after certain hours) and the degree of specificity that can be provided
- 5.9.7 Ability to use various parking management technology depending on the community
- 5.9.8 Map of designated parking locations available on mobile app
- 5.9.9 Locking mechanisms that allow bicycles to be locked to a fixed/stationary object at non-designated parking locations
- 5.9.10 Describe any other parking management technology and equipment you utilize that is not noted above.
- 5.9.11 Please describe how you will encourage customers to park properly.
- 5.9.12 Please describe the process you will take to develop a parking siting plan for a Participating Community, noting what technology and/or physical elements you will utilize and how parking regulations will be communicated to users.
- 5.9.13 Please describe your plan, including average timeframes, for moving bicycles that are parked incorrectly and your ability to comply with the parking regulations detailed in Section 4.11: Bicycle Parking Requirements

5.10 Maintenance and Useful Life of Equipment

- 5.10.1 Describe your method and anticipated maintenance schedule of bikes and parking locations, including your plan for equipment replacement (as necessary).
- 5.10.2 Describe your method for addressing unanticipated maintenance issues.
- 5.10.3 What is the average useful life of your equipment (include both bikes and docks)
- 5.10.4 When equipment can no longer be used or repaired, how does your organization plan to dispose or recycle parts.

5.11 Customer Service

Please describe your customer service plan, including the following:

- 5.11.1 Hours of operations
- 5.11.2 Average wait time for live phone or email response
- 5.11.3 Languages provided and by what means are they available
- 5.11.4 Explain how customers (users and municipalities) can communicate maintenance issues, how you will respond, and your timeframe for response (weekday/weekend).
- 5.11.5 Explain how you will communicate to or otherwise address users who regularly violate bicycle parking rules or otherwise misuse the system.
- 5.11.6 Describe you plan to retrieve bicycles that have been removed from the system by placement on private property and/or non-participating communities.
- 5.11.7 Explain how you will monitor system effectiveness, customer satisfaction, and municipal relationships over time, and how you will use that information to adjust the operation of the system.
- 5.11.8 Please note the steps you will take to involve the Participating Communities before and during the system launch, as well as after system implementation

5.12 Operations, please describe the following:

- 5.12.1 Number of local staff and full-time employees (FTEs), and their responsibilities
- 5.12.2 Hours of service
- 5.12.3 Local office and/or warehouse facilities, including if a local office and/or partnering businesses will provide helmet rental.
- 5.12.4 Service level commitments
- 5.12.5 Please describe the frequency and nature of your rebalancing service.
- 5.12.6 Please explain how you will ensure that bikes remain generally available rather than becoming concentrated in a relatively small number of locations.
- 5.12.7 Please describe your plans or ability to remain in operation during the wintertime months.

- 5.12.8 If intending to operate, please describe your plan to work with Participating Communities to maintain operational standards during wintertime months, including your plan to manage bicycles during snow emergencies.
- 5.12.9 How will you coordinate with existing issue reporting processes in the Participating Communities (i.e. SeeClickFix, 311), and what method of contact will you provide other municipalities that need to report issues.

5.13 Communication of State, Local, and System Rules and Regulations

- 5.13.1 Please describe how you comply and, where applicable, communicate requirements of the State (i.e. helmets usage).
- 5.13.2 Please describe rules or policies of your system and how you communicate these rules to the user (i.e. allowable age of renter).
- 5.13.3 Please describe how you will comply and communicate local rules to the user (i.e. ability to ride on sidewalks, trails, parking locations, etc.).

5.14 Marketing, Advertising, and Sponsorship

- 5.14.1 Please describe your plan to market the system before, during, and after launch within the Participating Communities to generate ridership and promote use of the system.
- 5.14.2 Please describe your plan to market any discounted fees or membership services available. Include current rates of registered users taking advantage of such services for other systems where you operate such programs (rates from system start and current rates, preferred).
- 5.14.3 Describe plans to secure additional non-ride related revenues such as sponsorship and advertising
- 5.14.4 If you are pursuing sponsorship or advertising, please show samples of equipment (including bike, docks, advertising panels as applicable) with sponsorship and advertising placements, or digital advertisements via your website or mobile application. Specifications with dimensions should be included.
- 5.14.5 Please include estimated percentage of total revenue from such sources.
- 5.14.6 Please include any information relative to sponsorships and advertising and how it impacts your proposed system and cost structure (i.e. minimum number of advertising locations necessary, if known, etc.)
- 5.14.7 Please include any assumptions your organization is making relative to this section in order to provide a no-cost bikeshare system.

5.15 Data Access & Reporting

- 5.15.1 Show or describe in detail the data you will provide to CRCOG and/or the Participating Communities and at what intervals will you provide these reports.

5.15.2 Please provide samples of any reports, dashboards, and maps similar to the data requested in the specifications Section 4.14 Data Access and Reporting.

5.15.3 Describe your system for providing secure system applications and include all pertinent security compliance certifications.

5.16 Data Security

5.16.1 Please provide your most recent third-party PCI audits, and

5.16.2 Describe your method for ensuring security of user data (including personally identifiable information and credit card information)

5.17 Vendor Use of Users' Personally Identifiable Information

5.17.1 Please describe what, if any, user data you intend to collect and sell, including personally identifiable information and credit card information.

5.17.2 If you are intending to sell user data, please describe how this will be communicated to users, and what opt-out features you offer to users who do not want their data sold.

5.18 Contingency Plan

5.18.1 What is your contingency plan in the event that revenue or costs do not match projections?

5.18.2 In the event revenue does not match projections, what is your minimum commitment to continue operating the system?

5.19 Additional Information

5.19.1 Vendors are encouraged to provide any additional relevant information and recommendations for the Evaluation Team's review and consideration.

Vendors are reminded not to include any pricing information within the Technical Proposal.

6. Vendor Pricing Questions

Vendors must offer customer pricing that is reasonable, transparent and easy to understand. It is preferred that vendors offer a variety of membership options, and use incentive pricing strategies to encourage users to aid in rebalancing of bikes. Please note that through the first contract term, the Vendor may not adjust pricing. Any request to adjust the consumer pricing or user incentive and fee structures during successive terms is subject to CRCOG express written consent and contract amendment. Any rate changes must be reasonably based on user demand.

6.1 Customer Pricing

- 6.1.1 Please describe your customer pricing plan/structure and any planned or possible changes during the entire Contract term
- 6.1.2 Please describe the user fee structure

Please describe the customer price for the following casual ride and membership options (if offered)

- 6.1.3 Single Ride
- 6.1.4 Three-day pass
- 6.1.5 Multiple-ride pack
- 6.1.6 Monthly membership
- 6.1.7 Annual membership
- 6.1.8 Low-income membership
- 6.1.9 Corporate membership
- 6.1.10 Institutional membership (e.g. for college/university students)
- 6.1.11 Any other memberships or pricing options available

6.2 User Incentives and Fees

- 6.2.1 Please describe any incentives you provide for users to return bicycles to desired locations (designated parking locations, parking locations that need more bikes for purposes of redistribution, etc.).
- 6.2.2 Please describe any and all fees that may be charged to the user as penalties for misuse of the system, including but not limited to parking bicycles incorrectly, parking at non-station locations, and leaving bikes outside the permitted service area.
- 6.2.3 Please describe any and all fees that may be charged to the user for additional services, such as reserving a bicycle or other.

6.3 Additional Impacts on a No-Cost System

CRCOG recognizes that individual Vendors are best able to determine optimal system sizes and to provide proposals that deliver a no-cost system. As such, CRCOG invites Vendors to provide information on the impact of allowing the following, including but not limited to system costs and system size:

- 1) Advertising allowed on bikes
- 2) Advertising allowed on bikes, docks, and/or on panels at parking locations
- 3) No scooters permitted
- 4) Scooters permitted.

7. Specific Contracting Requirements

7.1 User Revenues

Should the system be successful whereby the Vendor is realizing a profit, only applicable beginning in year two, 1% of the annual user revenues generated by the system shall be paid to CRCOG for administration.

7.2 Service Failure

Service failure is considered such after the system does not provide services as per the agreement in excess of one week (unless service change/interruption agreed upon) and can result in forfeiture of bikes/materials to be disposed of as each community chooses.

7.3 Marketing, Advertising and Sponsorship

Vendors shall include in their proposal a plan to market the system within the Participating Communities. There is a preference for a marketing strategy that is inclusive of all users and utilizes creative and engaging strategies to promote the system and system features, which may include but are not limited to advertisements in multiple languages, advertisement of available discount rates, general bikeshare functionality, cross-advertising on other modes of transportation, safe riding habits, and other.

Any advertising on the system equipment or other, must meet the requirements as set forth in the Contract. Vendor marketing, advertising, and sponsorship packages must comply with all state and local advertising regulations.

8. Standard RFP Terms and Conditions

The selected Vendor shall comply with all applicable federal, state and local laws and regulations as may be applicable. Respondents are advised to review all applicable federal and state regulations prior to submitting a proposal. The Vendor also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the Vendor concerning lack of compliance with these laws and regulations.

8.1 Equal Employment Opportunity / Affirmative Action

The Capitol Region Council of Governments subscribes to a policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the

certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable). See also, section 11, Required Forms.

8.2 Severability

If any terms or provisions of this solicitation shall be found to be illegal or unenforceable, then such terms or provision shall be deemed stricken and the remaining portions of this solicitation shall remain in full force and effect.

8.3 Collusion

By responding, the marketer implicitly states: that his/her proposal has not been made in connection with any other competing firm submitting a separate response to this solicitation; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the marketer did not participate in the solicitation development process, had no knowledge of the specific contents of the solicitation before its issuance, and that no employee of the CRCOG participated either directly or indirectly in the marketer's proposal preparation.

8.4 Assigning/Transferring of Agreement

Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from CRCOG.

8.5 Liability and Insurance

Vendors must be able at all times during the term of a Contract, including any extension period, to maintain insurance coverage adequate to meet its obligations under a Contract and to name both CRCOG and the Participating Communities as insureds. The Vendor will be required to procure and maintain, at its sole cost and expense, the following types of insurance from an insurance company acceptable to CRCOG:

- a. Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limit of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Vendor to pay and/or indemnify.

- b. Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in section 8.2.a above.
- c. Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- d. Excess Liability Umbrella Form over section 8.2.a, b, and c, Employers' Liability, above with limits up to \$4,000,000.
- e. CRCOG and Participating Communities shall be named as an Additional Insured as their interest may appear on the appropriate coverage in section 8.2.a, b, and c, Employers' Liability, and d in the section reserved for comments on the ACORD Form insurance certificate.
- f. Professional Liability Insurance with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the Vendor's cost.

Policies specified shall contain a provision that such policy cannot be amended or terminated without fifteen (15) days prior written notice to CRCOG and each Participating Community.

In addition to its obligation to provide insurance as specified above, the Vendor, its subcontractors, agents and assigns shall indemnify and hold harmless CRCOG and its member municipalities, including but not limited to, its elected officials, and its officers, from any and all claims made against CRCOG, including but not limited to damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the Vendor during the Vendor's performance of the agreement or any other agreements of the Vendor entered into by reason thereof. CRCOG agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8.6 Contract Extension

With the consent of the Vendor, the terms of any contract executed as a result of this solicitation may be extended for up to three (3) one-year extensions.

8.7 Termination

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the Vendor; or if the vendor fails, in the opinion of CRCOG, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of CRCOG.

8.8 Ethics

The conduct of any contracted Vendor shall be subject to the CRCOG Ethics Policy, found online at: <http://www.crcog.org/about/rfqs.html>.

8.9 Statutory Requirements and Executive Orders

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the solicitation may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section , each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

9. Required Forms/Attachments

- 1) Insurance Document. Documentation of insurance coverage required under section 10.5 of this RFP.
- 2) Response Page. See Attachment A.
- 3) Non-Collusion Statement. See Attachment B.
- 4) Equal Employment Opportunity and Minority/Female Business Enterprise Certification Form. See Attachment C.
- 5) Organizational Conflict of Interest Statement. See Attachment D.

10. Exhibits

- A. Sample Copy of CRCOG Standard Contract
- B. Template Municipal Contract
- C. Draft Memorandum of Understanding (CRCOG and Participating Communities)
- D. Participating Community Survey Responses
- E. Participating Community Draft Parking Location Maps
- F. *CTfastrak* map and *CTrail* Hartford Line Map (with links to website maps)
- G. Capitol Region Bike Trails Map
- H. State-Owned Roads
- E. Foursquare Maps (report link)

ATTACHMENT A

RESPONSE PAGE

**Capitol Region Council of
Governments
REQUEST FOR PROPOSALS**

**DATE ADVERTISED:
June 21, 2019**

DATE / TIME DUE: July 26, 2019, 2 PM

NAME OF PROPOSAL

CRCOG Regional No-Cost Bikeshare

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E-mail Address/Website

SS # or TIN#

ATTACHMENT B

CAPITOL REGION COUNCIL OF GOVERNMENTS

NON-COLLUSION STATEMENT

The company responding to this Request for Proposals certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this response must be signed by an authorized agent of our company to constitute a valid response.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

ATTACHMENT C

**CAPITOL REGION COUNCIL OF GOVERNMENTS
EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY/FEMALE
BUSINESS ENTERPRISE CERTIFICATION FORM**

The undersigned certifies that _____ is an
(Name of Company)
Equal Opportunity Employer and is in compliance with federal and State rules and regulations
pertaining to Equal Employment Opportunity and Affirmative Action.

(Respondent's Signature)

IF APPLICABLE:

The undersigned also certifies that _____
(Name of Company)

is a Minority/Female Business Enterprise and is in compliance with federal and state rules and
regulations pertaining to Minority/Female Business Enterprise designations.

(Respondent's Signature)

_____ (Today's Date)

ATTACHMENT D

Organizational Conflict of Interest Statement

Each entity that enters into a contract with the Capitol Region Council of Governments (CRCOG) is required, prior to entering into such contract, to inform CRCOG of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity. When the CONSULTANT (*proposer, bidder, etc*) is unable, or potentially unable, to provide impartial and objective assistance or advice to CRCOG due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information. The CONSULTANT has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules. During the conduct of an earlier procurement, the CONSULTANT has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The CONSULTANT warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. The proposer agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to CRCOG, which must include a description of the action, which the CONSULTANT has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, CRCOG may, at its discretion, cancel the contract award. In the event the CONSULTANT was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to CRCOG, CRCOG may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime consultant, and the terms “contract” and “CONSULTANT” modified appropriately to preserve CRCOG’s rights.

Organizational Conflict of Interest - Proposer’s Signature and Certification

The undersigned on behalf of the CONSULTANT hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and date

Title of Request for Qualifications

Typed or Printed Name

Title

Company Name and Address

Exhibit A

Sample Copy of CRCOG Standard Contract

Professional Services Agreement by and between

Capitol Region Council of Governments

And

Software Consulting Associates

For

Online Permitting and Other Related Services

This Agreement is by and between the **Capitol Region Council of Governments**, having its principal address at 241 Main Street, Hartford, Connecticut 06106 acting herein by Lyle D. Wray, its Executive Director, duly authorized hereinafter referred to as "**CRCOG**", and **Software Consulting Associates**, a private corporation with its principal place of business at 54 Elizabeth St., Suite 17, Red Hook, NY, 12571, hereinafter referred to as "**CONSULTANT**".

WITNESSTH THAT:

WHEREAS, CRCOG published a Request for Proposal for the purpose of establishing a contract through competitive negotiation for the performance of an online permitting system on behalf of its membership and members of the IT Services Cooperative. Municipalities participating in this contract via CRCOG or its IT Services cooperative are hereinafter referred to as "MEMBER" individually and "MEMBERS" collectively);

And

WHEREAS, CONSULTANT has been selected through a competitive process to provide such services; and

WHEREAS, CRCOG and CONSULTANT desire to enter into an Agreement in accordance with the Request for Proposals which incorporates the scope, objectives, activities and budget and included herein (attached as Appendix A);

NOW THEREFORE, CRCOG and CONSULTANT do mutually covenant and agree as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be from the date of contract execution through and including June 30, 2021 with additional multiple two year extension options. It shall remain in force until terminated by either party in accordance with the terms and provisions of this Agreement as specified in Section 13 Termination of Agreement.

2. **SCOPE OF SERVICES**

The CONSULTANT agrees to provide a non-exclusive software license, including but not limited to hosting, support and maintenance to the CRCOG and its MEMBERS as set forth in Request for Proposals and the CONSULTANT'S Proposal dated November 2, 2015 (Appendix A). CONSULTANT'S Service Level Agreement (Appendix B), Additional Statement of Work (Appendix C), Pricing (Appendix D) and applicable side letter agreements between CRCOG, CONSULTANT and

a MEMBER as defined in the side letter (Appendix E) and are incorporated herein as if fully set forth.

The CONSULTANT will:

- 2.1 Provide licensing for an Online Permitting System (Municipity), its base software, Connect, and other modules as requested by the MEMBER.
- 2.2 Implement, support, host and maintain the above system for the MEMBERS and provide status reports for the project in the format and frequency as requested by the CRCOG staff.
- 2.3 Provide a written estimate for scope, cost and fee per request from CRCOG or the MEMBER for any services that are outside of the scope of services covered by this contract. The CONSULTANT shall not be authorized to perform any work outside of the scope of this contract unless and until CRCOG or the MEMBER executes written approval to the CONSULTANT. Upon receipt of any such executed written approval, the CONSULTANT shall perform the services contained at the fee and in accordance with the timetable agreed to by the parties as set forth in the additional scope of services.

3. **PRICING/FEE SCHEDULE**

- 3.1 Billing invoices will be sent to the individual MEMBERS for services, software licensing, maintenance and hosting.
- 3.2 Fee schedules will be as outlined in Appendix D, Pricing and Fee Schedule
- 3.3 All Applicable Purchase Orders shall include a line item for CRCOG from the town for the services rendered. The amount and frequency for CRCOG is as outlined in Appendix D, Pricing and Fee Schedule.

4. **MANAGEMENT**

This contract will be managed for CRCOG by Pauline Yoder, its project director.

The CONSULTANT's contact person shall be William (Wil) LaBossier who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of project(s) assigned.

5. **RELATIONSHIP WITH MUNICIPALITIES**

Under this contract, MEMBERS will receive the services outlined in Section 2. Each MEMBER that wishes to benefit from the discounted pricing being offered by SCA for its permitting system must sign a separate side letter agreement (Appendix D).

6. **EVALUATION**

The CONSULTANT hereby agrees to participate fully with the guidance and assistance of CRCOG in the implementation and maintenance of an evaluation system whereby the services provided under this Agreement may be continuously monitored. CRCOG agrees to share such data and reports derived therefrom.

The CONSULTANT shall comply with any and all reasonable recommendations of CRCOG in regard to improvements and changes in services being performed which may result from evaluation, as they pertain to the provision of services as specified in the Scope of Work of this Agreement. The CONSULTANT shall correct any deficiencies identified by CRCOG in a reasonable period of time to be determined by the CRCOG.

CONSULTANT's failure to comply with the recommendations of CRCOG in the provision of services herein described in a reasonable time period to be determined by CRCOG may be considered a violation of this Agreement and sufficient reason for termination of same without any penalty, including financial penalty to CRCOG or its MEMBER.

7. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONSULTANT agrees to abide Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063.

In carrying out this contract, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The CONSULTANT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship.

The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause. The CONSULTANT shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The CONSULTANT shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.

8. **RELATIONSHIP BETWEEN PARTIES**

The CONSULTANT is an independent contractor and not an officer, employee or agent of the CRCOG or the MEMBERS. Therefore, it is mutually agreed that this Agreement is a contract for services and not a contract of employment, and that, as such, the CONSULTANT and any and all subcontractors shall not be entitled to any employment benefits of CRCOG or MEMBERS such as, but not limited to: vacation, sick leave, insurance, worker's compensation, and pension and retirement benefits.

All personnel matters affecting project team MEMBERS will be the responsibility of the CONSULTANT.

9. **INSURANCE**

The CONSULTANT shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of this Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments as the Additional Insured will be grounds for termination of the contract. In addition:

- (a) *The insurance requirements shall apply to all subcontractors and/or consultants.*
- (b) *All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.*
- (c) *Acceptable evidence of coverage will be on the ACORD form or a form with the same format.*
- (d) *All renewal certificates shall be furnished at least 10 days prior to policy expiration.*
- (e) *Each certificate shall contain a 30 day notice of cancellation.*
- (f) *Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A"-VIII policy holders rating according to Best Publications latest edition Key Rating Guide.*

9.1 **Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance**, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the CONSULTANT to pay and/or indemnify.

9.2 **Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated in Section 9.1, above.

9.3 **Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.

9.4 **Excess Liability Umbrella Form** over sections 9.1, 9.2, and 9.3-Employers' Liability with limits up to \$4,000,000.

9.5. ***The Capitol Region Council of Governments shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections 9.1, 9.2, 9.3-Employers' Liability and 9.4 in the section reserved for comments on the ACORD Form insurance certificate.***

9.6 **Professional Liability Insurance** with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the CONSULTANT's cost.

10. **HOLD HARMLESS AND INDEMNIFICATION**

In addition to its obligation to provide insurance as specified above, the CONSULTANT, its subcontractors, agents and assigns shall indemnify and hold harmless the Capitol Region Council of Governments , including but not limited to, its elected officials, and its officers, ("the CRCOG") from any and all claims made against the CRCOG, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the CONSULTANT during the CONSULTANT's performance of this Agreement or any other Agreements of the CONSULTANT entered into by reason thereof. CRCOG agrees to give the CONSULTANT prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

11. **CONFLICT OF INTEREST**

CRCOG and the CONSULTANT hereby covenant and agree that no MEMBER of the governing body of CRCOG, or its designees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this program during the individual's tenure or for one (1) year thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the program assisted under this Agreement. The CONSULTANT shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

12. **EVENTS OF DEFAULT AND REMEDIES**

12.1 **Events of Default**

Any of the following occurrences of acts shall constitute an Event of Default under this Agreement:

12.1.1 If default shall be made by the CONSULTANT, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the CONSULTANT set forth in this Agreement; or

12.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public

accountant, that the CONSULTANT's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal; or

- 12.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the CONSULTANT bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the CONSULTANT under the federal bankruptcy laws, or any other similar applicable federal or state law; or
- 12.1.4 If any competent authority shall have determined that the CONSULTANT is in default of any federal, state or local tax obligation.

12.2 **Election of Remedies**

If any Event of Default hereunder shall have occurred and be continuing, CRCOG may elect to pursue any one or more of the following remedies, in any combination or sequence:

- 12.2.1 Take such action as it deems necessary, including, without limitation, the assessment of liquidated damages as described herein; and/or
- 12.2.2 Suspend the provision of services; and/or
- 12.2.3 Require the CONSULTANT to correct or cure such default to the satisfaction of the CRCOG; and/or
- 12.2.4 Terminate this Agreement for cause in accordance with Section 13 hereof.

The selection of any remedy shall not prevent or stop CRCOG from pursuing any other remedy and shall not constitute a waiver by CRCOG of any other right or remedy.

13. **TERMINATION OF AGREEMENT**

13.1 **Termination**

"Termination", for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: the CONSULTANT's obligation to perform the services described in the Scope of Services of this Agreement, and CRCOG obligation, as described in Section 3 of this Agreement, to compensate the CONSULTANT for such services performed.

13.2 **Termination for Cause**

Upon the occurrence of any Event of Default, as set forth in Section 12 hereof, CRCOG may terminate this Agreement only after providing written notice of default to CONSULTANT and thirty (30) day opportunity to cure.

MEMBERS individually may terminate their individual relationship with CONSULTANT upon the occurrence of any Event of Default as set forth in Section 12 hereof, after providing written notice of default to CONSULTANT and thirty (30) day opportunity to cure.

13.3 **Termination at Will**

CRCOG may terminate this Agreement at any time by giving sixty (60) days written notice thereof to the CONSULTANT.

MEMBERS, individually may terminate their individual relationship with CONSULTANT by giving sixty (60) days written notice thereof to the CONSULTANT.

13.4 **Reimbursement upon Termination**

In the event this Agreement is terminated by CRCOG or MEMBERS as herein provided, the CONSULTANT shall receive compensation for services performed prior to the effective date of termination, which conform to the Scope of Services and the Fee Schedule. However, if the CONSULTANT has damaged the CRCOG or its MEMBER, such payment may be withheld until CRCOG determines whether or by how much such payment should be reduced.

14. **AMENDMENTS**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The CONSULTANT's duly authorized representatives shall be **William (Wil) LaBossier, President** and CRCOG duly authorized representative shall be **Lyle D. Wray, its Executive Director**.

CRCOG and the CONSULTANT may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between CRCOG and the CONSULTANT shall be incorporated in written Amendments to this Agreement.

Changes in any regulations or requirements pertaining to the provision of consultant services adopted by the State of Connecticut shall be effective upon adoption by the State.

15. **SUBCONTRACTORS**

CONSULTANT shall have the right to subcontract any of their work to CRCOG MEMBERS pursuant to terms and conditions of a side letter agreement between CRCOG, CONSULTANT and the MEMBER. No portions of the work CONSULTANT performs for CRCOG may be subcontracted, unless:

15.1 CRCOG shall give prior approval to such subcontract in writing. Existing sub-contractors listed in the RFP are given approval with the execution of this contract; and

15.2 Any document incorporated into any such subcontract shall be approved as to form and legality by CRCOG legal counsel; and

15.3 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract and the subcontractor shall have agreed in writing to

assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof, and shall have made the representation as to its expertise in the same form as set forth in paragraph four (4) hereof; and

15.4 CRCOG shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

16. **DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS**

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the CRCOG.

17. **REPORTS, INFORMATION AND MAINTENANCE OF RECORDS**

The CONSULTANT shall furnish CRCOG with such information and reports concerning the progress and management of this Agreement as may be required from time to time. The form of said reports shall be determined by CRCOG and consistent with CRCOG requirements.

The CONSULTANT agrees that all records with respect to all matters covered by this Agreement shall be maintained for a period of three (3) years after expiration or termination of this Contract or any renewal or extension thereof.

18. **AUDITS**

At any time during normal business hours, and as often as may be deemed necessary, the CONSULTANT shall make available to the CRCOG, for examination, all records with respect to all matters covered by this Agreement.

19. **COPYRIGHT**

No reports or other documents produced in whole or in part under this Agreement shall be subject to an application for copyright by or on behalf of the CONSULTANT.

20. **ASSIGNABILITY**

The CONSULTANT shall not assign or transfer any interest in this Agreement without prior written consent of the CRCOG.

21. **FINDINGS CONFIDENTIAL**

All of the information, reports, and documents prepared or assembled by the CONSULTANT, under this agreement, are the property of the CRCOG and MEMBERS. The CONSULTANT agrees that said documents shall not be made available to any individual or organization, other than authorized Federal and State officials, without written approval of the CRCOG.

22. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

23. **CUMULATIVE REMEDIES**

All rights exercisable by and remedies of CRCOG hereunder shall be cumulative and the exercise or beginning of the exercise by CRCOG of any of its rights or remedies hereunder shall not preclude CRCOG from exercising any other right or remedy granted hereunder or permitted by law.

24. **NOTICES**

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this project, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following address:

As to the CRCOG:

**Lyle D. Wray, Executive Director
Capitol Region Council of Governments
241 Main Street
Hartford CT 06106**

As to the CONSULTANT:

**William A. LaBossier, President
Software Consulting Associates, Inc.
54 Elizabeth St.
Suite 17
Red Hook, NY 12571**

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

25. **SUCCESSORS**

This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors.

26. **NON-WAIVER**

Any failure by CRCOG or CONSULTANT to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be

relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

27. **CONDITIONS**

The CONSULTANT agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and Capitol Region Council of Governments, including but not limited to the following:

- 27.1 Civil Rights Act of 1964, as amended
- 27.2 Civil Rights Act of 1991, as amended
- 27.3 Executive Orders Numbers 3 & 17 of the State of Connecticut
- 27.4 Davis Bacon Act
- 27.5 Copeland "Anti-Kickback" Act
- 27.6 Hatch Act (Title 5 USC Chapter 15)
- 27.7 Section 504 of the Rehabilitation Act of 1973
- 27.8 Architectural Barriers Act of 1969
- 27.9 Fair Labor Standards

28. **AMERICANS WITH DISABILITIES ACT**

The CONSULTANT shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a the CONSULTANT, or be subjected to discrimination by the CONSULTANT. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the CONSULTANT.

Any television public service announcement that is produced or funded in whole or in part under this Contract shall include closed captioning of the verbal content of such announcement. The CONSULTANT shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The CONSULTANT shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

29. **TAXPAYER IDENTIFICATION NUMBER**

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the CONSULTANT to the CRCOG, is hereby made a part of this Contract and is incorporated herein by reference. It is understood and agreed that CRCOG shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the CONSULTANT under this agreement. It is further understood and agreed that CRCOG shall not be liable for inaccurate information contained on said IRS Form W-9.

30. **GENDER/NUMBER/TITLE**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

31. **GOVERNING LAW and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the by-laws, policies and procedures of the Capitol Region Council of Governments. The parties agree that the venue for any legal proceeding with respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

32. **ARBITRATION**

Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover, as part of its judgment, reasonable legal fees and costs from the other party. The arbitration shall be in Hartford County, Connecticut.

33. **NON-SOLICITATION OF EMPLOYEES**

CRCOG and CCAT mutually agree they will not employ or otherwise contract for the same or similar technical services of any present employee, or subcontractor of each other, performing duties in support of this Agreement, or an employee hired by either, performing duties in support of this Agreement, during the term hereof until one year after the earlier of: (a) the termination of such employee's employment; and (b) the termination of this Agreement. Upon breach of this clause, the offending party agrees to pay the affected party, an amount equal to fifty percent (50%) of the affected employee's base annual salary for each such employment solicitation made in breach of this provision. Such amount will be due and payable within ten (10) days of receipt of written demand.

34. **CONFLICTS**

The following provisions, if addressed in individual project quotes, shall supersede any conflicting provisions contained in this Agreement and all Attachments subject to the terms and conditions of a side letter agreement pursuant to this Agreement:

1. Termination
2. Payment terms
3. Contract type
4. Term
5. Service Level Agreement (SLA)
6. Project Cost

35. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on this 14th day of March 2016.

CAPITOL REGION COUNCIL OF GOVERNMENTS

By: _____
LYLE WRAY, EXECUTIVE DIRECTOR

Date: _____

SOFTWARE CONCUSLTING ASSOCIATES

By:  _____
WILLIAM LA BOSSIER, PRESIDENT

Date: _____ 3/14/2016 _____

**APPENDIX E
SIDE LETTER AGREEMENT**

(Member Name and Address)

Re: Information Technology Agreement concerning the online permitting software and services to CRCOG as an agency and to member communities for an IT Services Cooperative to be administered by the Capitol Region Council of Governments ("CRCOG"); such services to be provided by the Software Consulting Associates ("SCA")

Dear _____ and SCA,
(Member) (Consultant)

This letter ("Letter Agreement") is intended to confirm the agreement of SCA (Consultant), CRCOG and the Town/Agency of _____ (the "Member") as one of the members of the IT Services Cooperative (each a "Member", collectively, the "Members") to participate in an Information Technology Sales Agreement (the "Agreement") for the provision of an online permitting system to CRCOG as an agency and to member communities for the period commencing _____ and ending June 30, 2021 with additional one year options to renew. By executing this side letter agreement, the undersigned Member agrees to be bound by the terms and conditions of the agreement.

IT Services Cooperative members are defined as members of CRCOG, the Capitol Region Purchasing Council (CRPC), or the Connecticut Council of Small Towns (COST). Other towns may access membership to the IT Services Cooperative through a \$250 annual fee, payable to CRCOG.

The parties to this side letter agreement agree that SCA (Consultant) will provide an online permitting system and services as required by the Member and agreed to by SCA. These services shall be provided during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this letter and thereby incorporated herein by reference.

Further, the Member agrees to promptly pay all SCA invoices for such services at the agreed-to prices subject to and in accordance with SCA's quote and the terms and conditions of the Agreement any and all attachments thereto. If the Member fails to meet its obligations under this letter, SCA's quote and any and all attachments thereto, SCA agrees that it shall pursue its legal remedies against the Member and that SCA shall have no legal remedies whatsoever against CRCOG. The Member agrees to indemnify, defend and hold CRCOG harmless against any and all claims made by SCA, specifically including nonpayment, arising from this side letter agreement and/or any services rendered hereunder by SCA to Member.

The Parties agree that CRCOG has agreed to act as the administrator of the Agreement, which includes the duties to manage any renewal options, or other administrative tasks that exist under the Agreement.

Acting as the administrator does not include any of the following day-to-day management tasks: monitoring services, monitoring of town-based project work, billing arrangements or responsibility for any payments under the Agreement.

Please acknowledge your acceptance of the terms contained in this letter by **signing three copies** of this letter where indicated below, **retaining one original for your file, and returning two to my attention.**

Sincerely,

Lyle D. Wray
Executive Director, CRCOG

Accepted and agreed to:

Software Consulting Associates

Signature: _____

Name: Wil LaBossier

Date: _____

Accepted and agreed to:

Member Organization: _____

Signature: _____

Printed Name: _____

Date: _____

Exhibit B

Template Municipal Contract
(Vendor/Participating Communities)

AGREEMENT AND
STATEMENT OF WORK
BY AND BETWEEN
THE <NAME OF MUNICIPALITY
AND
<NAME OF VENDOR>
FOR THE
PROVISION OF A
CRCOG REGIONAL NO-COST BIKE SHARE SYSTEM

1. INTRODUCTION

The following document will serve as the Scope of Work (“SOW”)¹ by and between the (Name of Municipality) (“MUNICIPALITY”), a Municipality of the Commonwealth of Connecticut and (Name of VENDOR) (“VENDOR”) to apply to approved VENDOR work on the provision of a No Cost Bikeshare System. Work effort under this SOW will be limited to activities and services relating to the planning and implementation of the CRCOG Regional No-Cost Bikeshare System, including, but not limited to, the provision of bike share equipment, operational services, customer service, system marketing and advertising, and data sharing.

This Agreement shall serve as setting forth the agreed to contractual obligations between the parties. It consists of the following documents which are hereby incorporated into this SOW, in the following order of precedence:

- (1) RFP CRCOG Regional Bikeshare and any Amendments thereto;
- (2) VENDOR response to the RFP;
- (3) CRCOG Memorandum of Understanding; and,
- (4) this SOW

2. OVERVIEW, EFFECTIVE DATE AND TERM

Pursuant to an Request for Proposals (“RFP”) facilitated by the Capital Region Council of Governments (“CRCOG”), the Vendor has been selected to implement a no cost regional bikeshare system for the municipalities of: Berlin; Bloomfield; Canton; East Hartford; East Windsor; Glastonbury; Granby; Hartford; Manchester; New Britain; Rocky Hill; Southington; Vernon; West Hartford; Windsor Locks; Newington; Farmington; Wethersfield; Windsor.

This SOW shall become effective on the later date upon which this Municipality completes execution of this SOW (the “Effective Date”).

The terms of this SOW are as follows:

¹ The terms Agreement, Contract and Scope of Work shall be used interchangeably throughout this document.

3. SINGLE POINT OF CONTACT

MUNICIPALITY and VENDOR will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the period the SOW is in force. VENDOR's contact person is **VENDOR Contact - Title**, who can be reached at:

Name
VENDOR Name
Address Line
City, State Zip,
phone:
email:

MUNICIPALITY's contact is **Municipal Contact - Title**, who can be reached at:

Name
Agency Name
Address Line
City, State Zip,
phone:
email:

4. DATA SECURITY

As part of this SOW, VENDOR must adhere to and comply with all State and or Federal statutes, regulations and policies related to data privacy and security breaches and Payment Card Industry ("PCI") standards now in effect or implemented throughout the Term of the Contract.

5. ACCEPTANCE OR REJECTION PROCESS

VENDOR will upon execution of this SOW, immediately develop and submit the a Project Plan and Time Line ("Deliverables") for to this MUNICIPALITY's Project Manager for written approval and acceptance.

Unless otherwise notified by MUNICIPALITY, MUNICIPALITY'S Project Manager shall, within ten (10) working days of receipt of the Deliverables, notify VENDOR, in writing, of the acceptance or rejection of said Deliverables using the acceptance criteria specified in this section. A form signed by MUNICIPALITY shall indicate acceptance. VENDOR shall acknowledge receipt of acceptance forms in writing. Any rejection will include a written description of the basis therefor.

VENDOR will, upon receipt of such rejection, act diligently to correct the specified defects and deliver an updated version of the Deliverables to MUNICIPALITY. MUNICIPALITY will then have an additional ten (10) business days from receipt of the updated Deliverables to notify VENDOR, in writing, of the acceptance or rejection of the updated Deliverables. Any such rejections will include a description of the way in which the updated Deliverables fails to correct the previously reported deficiency. Failure of MUNICIPALITY to reject Deliverables within the above specified notification periods does not constitute acceptance by MUNICIPALITY of said Deliverables.

6. PROJECT MANAGERS

VENDOR and MUNICIPALITY must determine the project management methodology and any and all project management electronic tools that will be used throughout the planning and implementation of the Bikeshare System prior to launch of the system in MUNICIPALITY.

6.1 VENDOR Project Manager

VENDOR's Project Manager will:

- Work closely with MUNICIPALITY Project Manager to ensure successful implementation and ongoing monitoring of the system.
- Consult with MUNICIPALITY Project Manager to develop the Deliverables.
- Provide regular status reports and schedule regular meetings with MUNICIPALITY, as necessary.
- Coordinate participation with other Municipalities and CRCOG and/or others as required during the project.
- Acquire VENDOR project team members as needed.

6.2 MUNICIPALITY Project Manager

MUNICIPALITY Project Manager will:

- Serve as an interface between VENDOR Project Manager and all VENDOR personnel participating in this engagement and the Municipality.
- Work with Vendor Project Manager to ensure that the Deliverables are updated as needed on a regular basis and distribute at regular meetings for the duration of the project.
- Delivery of regular status reports/updates including review of the project performance against Deliverables. Facilitate regular project status meetings for the duration of the engagement.
- Sign acceptance forms to acknowledge their receipt from VENDOR.
- Be responsible for the management and deployment of MUNICIPALITY personnel.

VENDOR's Signatory Name is an authorized signatory named in VENDOR's response to RFP CRCOG 2019 Regional Bikeshare System, will sign this SOW and all amendments thereto on behalf of VENDOR.

7. ISSUE RESOLUTION

The project managers from each organization bear the primary responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are responsible for escalating the issue through to CRCOG for mediation as outlined in the master contract between CRCOG and the VENDOR.

8. CHANGES IN SCOPE OF WORK

The Project Manager who would like to request a change in scope for this engagement will provide the suggested change in writing to the other team's Project Manager. The Project Managers will jointly determine whether the change impacts the Deliverables, system implementation or operations, and/or any other relevant aspects of the regional system. The parties can mutually agree to the change through a written amendment via an agreed upon change request form and agreement must be in writing signed by an identified signatory authority from. Should any changes results in modification to the project that are realized on a regional scale, the opportunity to change the SOW should be presented to all Municipalities named in the CRCOG Regional No-Cost Bikeshare RFP.

9. KEY PERSONNEL

VENDOR will assign personnel as necessary to fulfill this SOW. In the event that a personnel change is necessary, VENDOR's Project Manager will provide prompt written notice to MUNICIPALITY's Project Manager of the proposed change. Any personnel replacements must have the same or similar qualifications (*educational background and certifications*) and experience as that of VENDOR person being replaced.

10. SUBVENDORS

SubVendors may be used to perform work under the Contract or this SOW pursuant to the prior written approval of MUNICIPALITY. The hiring of a SubVendor or other third-party vendor by VENDOR or the utilization of a third-party vendor's products or services shall not eliminate or reduce VENDOR's obligations as prime VENDOR under the Contract. VENDOR is not allowed to transfer MUNICIPALITY Data to any other VENDOR or third party, including SubVendors, without the prior written approval of MUNICIPALITY.

11. ADDITIONAL TERMS

11.1 Definitions

The terms used in this SOW, unless defined herein, shall have the meaning ascribed to them in the other documents that constitute the entire Agreement between the parties as per Section 1 herein and they are interpreted solely by the MUNICIPALITIES and where applicable MAPC.

11.2 Warranty

VENDOR makes the following warranties with respect to services and products delivered under this SOW: VENDOR's services shall be performed in a professional and workmanlike manner and in accordance with the specifications and description of services as set forth in this SOW and Deliverables.

12. TITLE AND INTELLECTUAL PROPERTY RIGHTS

12.1 Definition of Property

The intellectual property required by VENDOR to develop, implement, and monitor the No Cost \ Regional Bike Share System to (hereinafter the "Property") may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the VENDOR system, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, and other works of authorship fixed in any tangible medium.

12.2 VENDOR Property and License

VENDOR will retain all right, title and interest in and to all Property developed by it, including without limitation i) for clients other than VENDOR, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by VENDOR in connection with such work (hereinafter the "VENDOR Property"). MUNICIPALITY acknowledges that its possession, installation or use of VENDOR Property will not transfer to it any title to such VENDOR property.

MUNICIPALITY acknowledges that VENDOR Property may contain commercially valuable and proprietary trade secrets of VENDOR, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. MUNICIPALITY acknowledges that VENDOR Property is being disclosed to MUNICIPALITY to be used only as expressly permitted under the terms of this SOW. MUNICIPALITY will take no affirmative steps to disclose such information to third parties, and, if required to do so under the State of Connecticut's public records law or by legal process, MUNICIPALITY will promptly notify VENDOR of the imminent disclosure so that VENDOR can take steps to defend itself against such disclosure.

Except as expressly authorized in this SOW, MUNICIPALITY will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble VENDOR Property.

VENDOR grants to MUNICIPALITY the right to use, make, distribute, display and create derivative work based on VENDOR Property to the extent reasonably necessary for the MUNICIPALITY to publicly communicate information about the bikeshare system.

13. PROJECT PLAN AND TIME LINE, GENERAL

VENDOR and MUNICIPALITY shall develop a Project Plan and Time Line, which upon mutual written acceptance shall automatically be annexed to and incorporated into this SOW. The Project Plan and Time Line will be updated as VENDOR and MUNICIPALITY work together to determine and confirm scheduling. The plan will detail resources, dependencies and tangible deliverables.

13.1 The Project Plan

The Project Plan must include the following elements, but the Project Plan is not limited to:

Parking

VENDOR and MUNICIPALITY must develop a plan for how the following parking regulations will be implemented and monitored:

- Bicycles shall be parked at a [VENDOR proprietary dock or rack, and/or public bike rack], or other locations expressly permitted by the municipality that is consistent with the local laws and regulations, at minimum ensuring compliance with the Americans with Disabilities Act.
- Bicycles must not be parked immediately adjacent to or within: transit zone, loading zone, accessible parking zone or other facilities specifically designated for handicap accessibility, fire hydrant, street furniture, curb ramp, entryway, driveway, or parklet
- Use of public sidewalks must not a) adversely affect the streets or sidewalks b) not inhibit pedestrian movement or c) create conditions which are a threat to public safety and security
- Bicycles parked in one location for more than seven consecutive days without moving may be removed by the municipality at the expense of the bikeshare vendor
- Any bicycle that is parked incorrectly shall be re-parked or removed within 3 hours of receiving notice if received 7am – 8pm on weekdays, not including holidays, and within 12 hours of receiving notice at all other times.
- An inoperable bike, or any bicycle that is not safe to operate, shall be removed from the public right-of-way by the vendor and made not available to the public, within 24 hours of notice, unless such bike is also parked or left incorrectly in which case the bike shall be removed from the public right-of-way within 12 hours.

- The vendor will inform customers of how to appropriately park bicycles.
- The VENDOR will provide the MUNICIPALITY with a list of all proposed bike parking locations and number of bikes to start each day. MUNICIPALITY will consult with VENDOR to approve final locations, and may veto parking locations.
- VENDOR shall provide a bike fleet as provided in their response to the CRCOG Regional No-Cost Bikeshare RFP. Any number of bikes outside of that range will require MUNICIPALITY approval and CRCOG approval should there be regional impacts.
- VENDOR must submit information on all complaints received and provide information on follow-up response provided.

Customer Service

VENDOR must describe how they will provide customer service via multiple mechanisms (i.e.: mobile applications, website, phone number), enabling members of the public to ask questions, report bikes that are damaged or improperly parked, request refunds, or otherwise receive support. 24/7/365 customer support must be available in multiple languages with a minimal response time.

Helmets

Vendors must demonstrate the ability to comply with applicable State Statutes regarding helmets. This may include providing helmets to bicycle share system users.

Operations

Vendors must provide ground operations plan that ensures the safety, accessibility and responsible placement of bicycles. Vendor operational responsibilities that should be described in the plan include:

- Daily bike rebalancing and distribution strategies, including ensuring a
- Minimum number of functional bikes guaranteed operational each day in MUNICIPALITY.

VENDOR and MUNICIPALITY must develop a maintenance plan, which includes equipment inspection, regular maintenance schedule, and repair consistent with or exceeding manufacturer's recommendations.

Pricing

VENDOR must provide customer pricing structure. Pricing must be reasonable, transparent and easy to understand.

Data

VENDOR must demonstrate how they will comply with all data sharing requirements described in the RFP, noting the process by which MUNICIPAL will receive data.

14. INDEMNIFICATION OBLIGATION AND LIABILITY LIMITATION

The MUNICIPALITY shall have no liability or responsibility for the acts or omissions of the VENDOR or its employees or subcontractors. VENDOR shall indemnify and hold harmless MUNICIPALITY, including MUNICIPALITY, its agents, officers and employees ("Indemnified Parties") against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages the Indemnified Parties may sustain which arise out of or in connection with VENDOR's performance under this SOW, including but not limited to the negligence, reckless or intentional conduct of VENDOR, its agents, officers, employees or SubVendors. VENDOR shall at no time be considered an

agent or representative of MUNICIPALITY. After prompt notification of a claim by an Indemnified Party, VENDOR shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Indemnified Party shall not be liable for any costs incurred by VENDOR arising under this section. Any indemnification of VENDOR shall be subject to appropriation and applicable law.

The term "other damages" shall include, but shall not be limited to, the reasonable costs MUNICIPALITY incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services). "Other damages" shall include damages to MUNICIPALITY as a result of third party claims, provided, however, that the foregoing in no way limits MUNICIPALITY's right of recovery for personal injury or property damages or patent and copyright infringement under this section nor MUNICIPALITY's ability to join VENDOR as a third party defendant. Further, the term "other damages" shall not include, and in no event shall MUNICIPALITY be liable for, damages for VENDOR's use of VENDOR provided products or services, loss of VENDOR's records, or data (or intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of VENDOR.

VENDOR shall purchase and maintain insurance throughout the Term of the Contract with CRCOG in accordance with the requirements of the Request for Proposals and VENDOR's Response thereto. VENDOR shall bear the risk of loss for any of VENDOR's materials used under this SOW, for all services and products provided hereunder, and, MUNICIPALITY personal or other data which is in the possession of VENDOR or used by VENDOR in its performance under this SOW.

14.1 Personal Liability

VENDOR may not charge MUNICIPALITY's appointees, employees, agents, or servants with any liability arising from or related to VENDOR's performance under this SOW or otherwise.

14.2 Independent VENDOR Status

VENDOR is an independent VENDOR and not an employee or agent of MUNICIPALITY. VENDOR neither is nor may be obligated under any contract, subcontract, or other commitment that VENDOR makes, except as this SOW specifically permits and MUNICIPALITY Contract Manager authorizes in advance and in writing. VENDOR is responsible for any liability to third parties resulting from negligent acts or omissions or intentional misconduct or that of its agents, consultants, employees, SubVendors, or suppliers that arise from or occurs during VENDOR's course of performance under this SOW.

15. ASSIGNMENT

VENDOR may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under this SOW, with the exception that VENDOR shall be authorized to assign present and prospective claims for money due to VENDOR pursuant to this SOW. VENDOR must provide sufficient notice of assignment and supporting documentation to enable MUNICIPALITY to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to VENDOR and these payments will be subject to intercept, offset, counter claims or any other VENDOR rights which are available to VENDOR or the State against VENDOR.

16. TERMINATION

MUNICIPALITY reserves the right to Terminate this SOW without cause and without penalty, or may terminate or suspend this SOW if VENDOR breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate MUNICIPALITY action. Upon immediate notification to the other party, neither MUNICIPALITY nor VENDOR shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. SubVendor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond VENDOR's control.

17. ACCESSIBILITY

VENDOR, in compliance with any statement regarding accessibility provided in its response to the RFP, is responsible to ensure that such features have been fully integrated into its solution.

In web applications VENDOR is encouraged to measure accessibility compliance by implementing the World Wide Web Consortium's Web Content Authoring Guidelines, version 2, level AA (the WCAG2 Standards), as defined at <http://www.w3.org/WAI/intro/wcag.php>.

WHEREFORE VENDOR and Municipalities agree to the foregoing, the undersigned hereby represent that they are duly authorized to execute this SOW on behalf of their respective organizations.

MUNICIPALITY

VENDOR

Date

Date

Approved as to Form:

Exhibit C

Draft Memorandum of Understanding
(CRCOG and Participating Communities)

**MEMORANDUM OF UNDERSTANDING
TO FACILITATE COLLABORATION IN MANAGEMENT OF A REGIONAL
BIKESHARE SYSTEM**

This Agreement is made by and between the Capital Region Council of Governments (hereinafter “CRCOG”) and the Connecticut cities and towns of [Berlin; Bloomfield; Canton; East Hartford; East Windsor; Glastonbury; Granby; Hartford; Manchester; New Britain; Rocky Hill; Southington; Vernon; West Hartford; Windsor Locks; Newington; Farmington; Wethersfield; Windsor; South Windsor] (hereinafter “Participating Communities”).

WHEREAS, CRCOG and the Participating Communities support the creation of a regional bike share system to provide residents, visitors, students and workers with a sustainable transportation option;

WHEREAS, CRCOG and the Participating Communities believe that collaboration in the management of such a system will lead to a better coordinated bike share system for the parties to this Agreement and users of the system;

WHEREAS, the establishment of a regional bike share system can increase bicycling in the Metro Hartford region; provide greater access to public transportation and address first-mile, last-mile challenges; offer more efficient inter-and intra- municipal travel in CRCOG communities where public transit is less accessible; and make the Participating Communities more attractive places to live, work, visit and do business;

WHEREAS, CRCOG has been established as a Regional Council of Governments, created under Section 4-124i through 4-124p of the Connecticut General Statutes and has long supported greater inter-municipal collaboration in providing innovative and green transportation options to area residents and considers the establishment of expanded regional bike sharing options critical to achieving smarter growth patterns in the Metro Hartford region;

WHEREAS, CRCOG has significant experience administering collective purchasing arrangements for supplies and services empowered by state law to administer procurements and to enter into contracts on behalf of the Participating Communities;

WHEREAS, the Participating Communities were all listed communities in CRCOG’s Request for Proposals (RFP) for CRCOG Regional Bikeshare, issued on June 21, 2019, and in agreeing to be so listed, agreed to have CRCOG serve as the Master Contractor for the procurement of regional bike sharing services on their behalf;

WHEREAS, the RFP Evaluating Committee, comprising representatives from Participating Communities, bikeshare experts, and CRCOG recommended a Vendor for contract award, which was subsequently so awarded by the CRCOG Policy Board; and

WHEREAS, Master Contracts based on the sample contract included in the RFP will be negotiated and executed by CRCOG and awarded vendors, but Contract documents will be made available to Participating Communities before they are finalized and will be available at all times to Participating Communities.

NOW, THEREFORE, BE IT RESOLVED, that CRCOG and the Participating Communities agree to work together in overseeing the regional bikeshare system so procured and make the following commitments to ensure it functions optimally:

1. The Participating Communities will allow the Vendor contracted pursuant to the CRCOG procurement to operate in their limits, on public ways and public property, subject to their

meeting and continuing to meet any specific local regulations and the terms and conditions set out in the CRCOG contracts. The Participating Communities shall also refrain from officially sanctioning or permitting to operate in their limits, on public ways and public property, any other bikeshare vendors so long as the CRCOG contracts remain valid and the contracted Vendor is meeting their obligations.

2. The Participating Communities can develop and enforce local rules or fees for regulating the operation of the bike share systems within their limits, such as through Statements of Work they agree to with vendors, but they must do so cognizant of the regional system's needs. Participating Communities agree not to charge an operating or per-bike fee and agree not to charge for bicycle parking installation (i.e. encroachment permit) on publicly owned property or rights-of-way. Participating Communities shall inform and consult with CRCOG in developing and adopting any such regulations, particularly when those regulations could impact system operations in other Participating Communities. If a Participating Community determines that a vendor is not meeting any local regulation they have established, they shall notify CRCOG before taking any action to bar said vendor from operating in their community. CRCOG will use regularly scheduled meetings with Participating Communities, or other mediums, to communicate any regulatory or enforcement actions taken by a Participating Community to the other parties to this agreement.
3. Participating Communities shall provide CRCOG with proposed maps delineating desired and/or acceptable parking locations in their city or town. The Participating Communities agree to allow the Vendor to propose minimum or maximum number of bikes per community, based on system viability. CRCOG and the Vendor will use these maps to agree with the Vendor on the initial number of bikes operated across the system overall at launch. The number of bikes in the system is expected to be adjusted over time. CRCOG will work with Participating Communities to determine revised numbers that could be allowed at future stages, based on roll out and adjustment schedules to be agreed with by the Vendor and Participating Communities. Adjustments to both overall and community-by-community bike numbers shall be part of any discussion on extending the Master Contracts and shall be informed by demand and travel destination information.
4. The responsibility for day-to-day oversight of bike sharing operations shall fall to the Participating Communities. They will need to engage directly with contracted vendors to resolve any problems relating to bike share operations within their limits. CRCOG will work to enforce the terms and conditions agreed to in the Master Contracts and will help to mediate issues with vendors if a Participating Community or Communities has not found satisfactory resolution through its own efforts.
5. After the Master Contracts are executed for the first two year period, CRCOG will determine whether they shall be extended for further year(s) before expiration, with no more than three annual extensions allowed under the Request for Proposals. In advance of that determination, CRCOG will discuss with the Participating Communities the overall performance of the Vendor and obtain the Communities' views on whether the contracts should be extended. This discussion shall be held well in advance of the expiry of the Master Contracts to enable time for rebidding if necessary before such expiration, and will inform CRCOG's decision on whether to extend. Participating Communities can determine independently whether any Statement of Work they have agreed with vendors shall be extended for additional time periods, but similar to the provisions in paragraph 2 of this agreement, shall notify CRCOG of any decision not to extend such a Statement.

6. The Participating Communities shall each designate a lead bike share point of contact (“POC”). The POC should be an employee or elected official of municipal government and shall be responsible for overseeing bike share operations within their community’s limits. The POCs shall attend meetings convened by CRCOG to discuss the regional bike share system and should be the primary contact for contracted vendors in their community and for CRCOG. We anticipate meetings will take place approximately on a quarterly basis.
7. From time to time, CRCOG may convene a meeting of the mayors, managers, or administrators of the Participating Communities to discuss higher-level policy issues and to gain their input about the future of the bicycle share system. POCs will be invited to attend and participate in these meetings.
8. The Participating Communities shall coordinate any communication and marketing announcements surrounding the signing, extension or termination of contracts with CRCOG and shall not make any individual announcement relating to the launch of the system in advance of a coordinated regional announcement without CRCOG approval.
9. Additional municipalities may seek integration into the regional bikeshare system, which is the subject of this agreement. CRCOG and the Participating Communities will consider further agreements, or amendments to this agreement and the Master Contract to enable integration with additional municipalities under the contracted terms and conditions in place at the time. CRCOG may also, in the future, consider conducting additional procurements for communities in the region.
10. This Agreement constitutes the entire and complete agreement between the parties and supersedes any and all prior agreements or understandings. This Agreement may not be amended except in writing agreed to and executed in the same manner as the Agreement itself.

IN WITNESS THEREOF, the parties, through the signature of their Chief Administrative Officers, hereby accept this Memorandum, which will go into effect when Master Contracts between the Vendor and CRCOG have been executed.

Exhibit D

Participating Community Survey Responses

(not all interested communities provided responses)

Survey Responses

	East Hartford	Glastonbury	Granby	Hartford	Newington	Southington	West Hartford	Windsor	Windsor Locks
Advertising									
Will allow advertising/sponsorship information on bicycles	Y	Y*	Y	Y	Y	Y*	Y	Y	Y
Will allow advertising at specified docking locations (similar in size to New Haven)	Y	N	Maybe- would like to see what has been done in New Haven	Y (but wil require zoning regulation amendment)	Y	N	N	N (Advertising bikeshare ok)	Y

Parking Preferences	East Hartford	Glastonbury	Granby	Hartford	Newington	Southington	West Hartford	Windsor	Windsor Locks
Only will permit bikes to be parked at designed parking locations (may be proprietary docks or standard U-rack or similar)	N	Y	Y	Y	Y	Y	Y	N	N
Would accept bikes being parked elsewhere other than specified locations	Y	N	Maybe*	Only if done occassionally	N	N	N	Y	Y
<i>Prefer additional fee charged for this to discourage occurrence</i>	Y	Y	Y	Y	Uncertain	X	Y	N	X
<i>No preference if additional fee charged for this service</i>	X		X		Uncertain	Y	X	Y	X

Issue Reporting/Resolution	East Hartford	Glastonbury	Granby	Hartford	Newington	Southington	West Hartford	Windsor	Windsor Locks
My community has a local reporting system (i.e. SeeClickFix, 311) and we would like to integrate the Vendor as an end user capable of receiving alerts for issues, responding to complaints, and closing out items.	Y	Y	We do not have a reporting system.	Y	Y	N	Y	Maybe	N

Scooters	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow	Absolutely No / Uncertain / Definitely Would Allow
Scooters are not going to be permitted in our city/town at this time.	Uncertain	N	Uncertain	Uncertain	Uncertain	No Scooters	N	N	Uncertain, we have several users in town already and I don't hear complaints or enforcement concerns, but waiting on feedback from WLPD.

Encroachment Fees	East Hartford	Glastonbury	Granby	Hartford	Newington	Southington	West Hartford	Windsor	Windsor Locks
If enter into Agreement with Vendor, encroachment fees to install parking locations in the right-of-way will not apply (or will most likely not be charged)	Need more location info	Maybe	Y (no fee)/N Y, if on town property/town ROW.	Y	Definitely would allow	Y/N Y	Y/N N	Y/N Yes	Y/N Unsure, depends on location. If on town property we'd likely waive.
Other Comments		* - Would like to discuss, likely that "branding" would be considered more favorable as opposed to "advertising"	*Would like more information about how this would work, would someone be responsible for collecting bikes periodically and bringing them back to docking station?		We are open to negotiations on these items and would like to see what costs are projected for any service details or locations from bikeshare vendors. If possible, a cost analysis of locations and services would help our decision.	* - Likely would allow in order to participate but approval is uncertain. "Branding" likely more acceptable than "advertising."	Time frame for bicycle rebalancing/retrieval no more than 12 hours Seasonal Limitations No winter operations Ability to remove dock stations for winter Clause for bicycle conditions	Combo of docking stations and pick up locations would be ideal	

Exhibit E

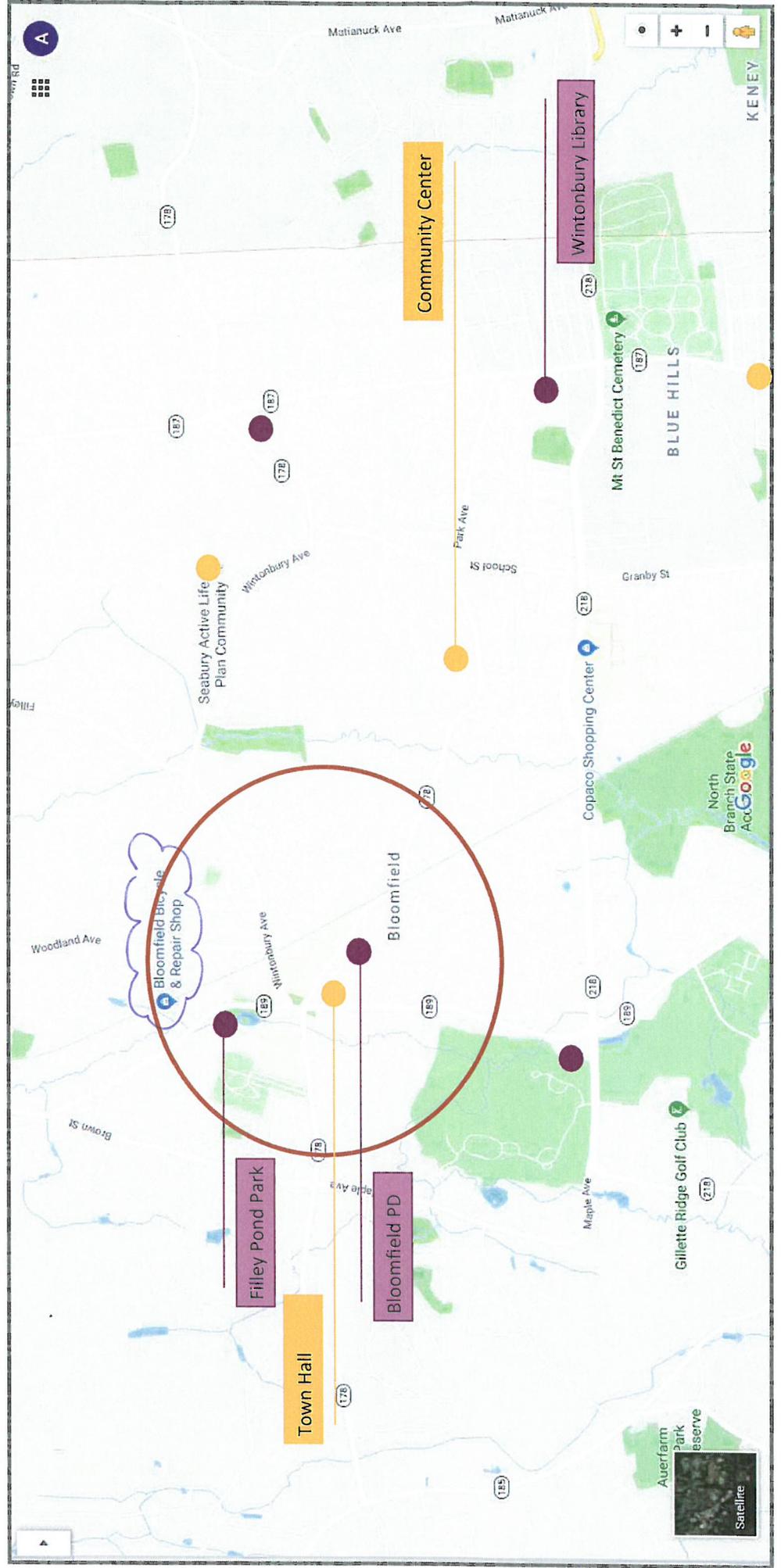
Participating Community Draft Parking Location Maps

(not all interested communities provided responses)

Bloomfield Hypothetical Bike Share Rack Locations

KEY

- Preferred Locations
- Possible Locations
- General Area





General Areas for Docking Locations

Coordinate potential bike station with Goodwin College in this area

Town of Granby

Route 20

Possible Station- Town Green area

Route 189

Route 10

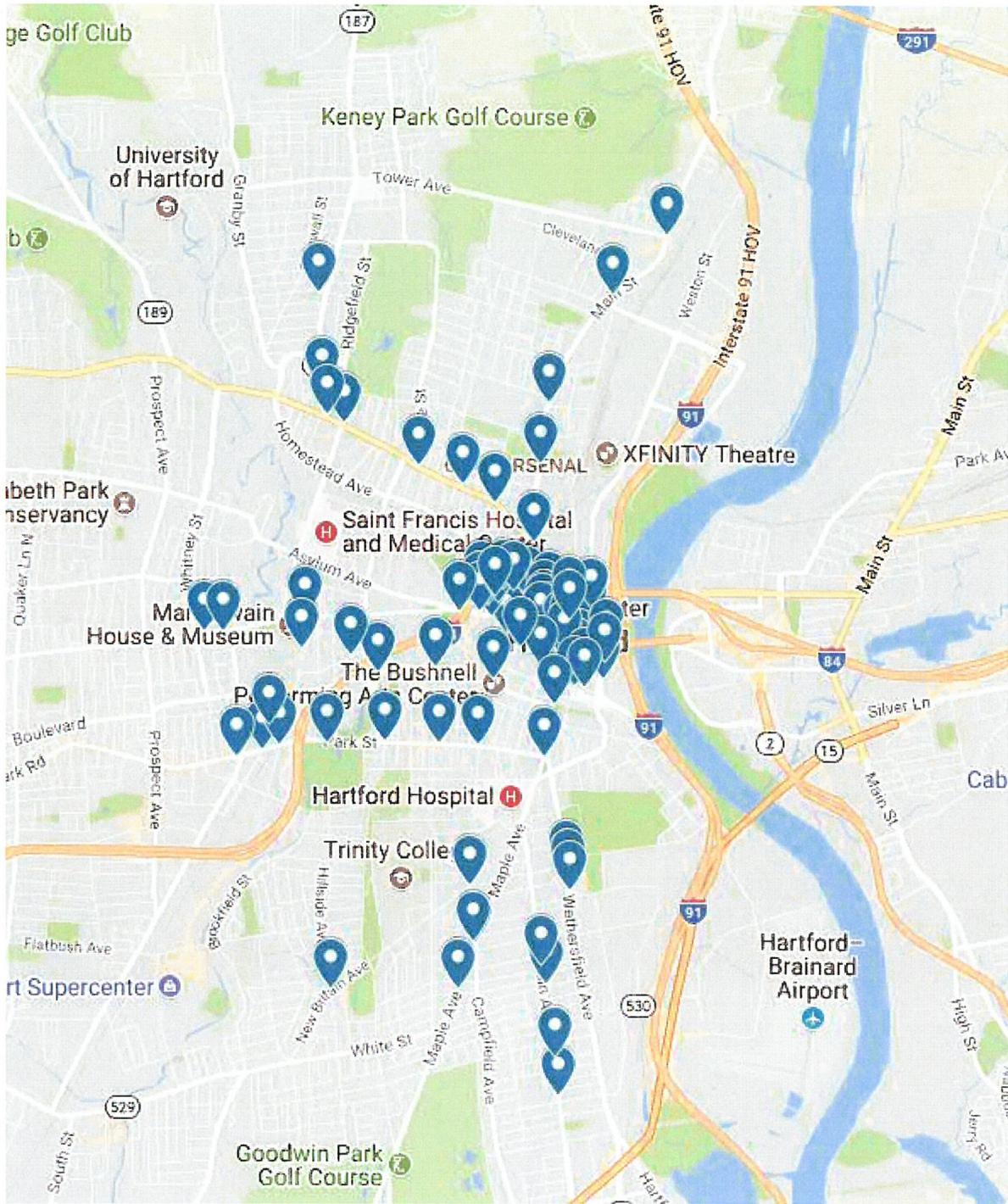
Bike Trail

Possible Station- 83 Salmon Brook Street



LIME BIKE HOTSPOTS

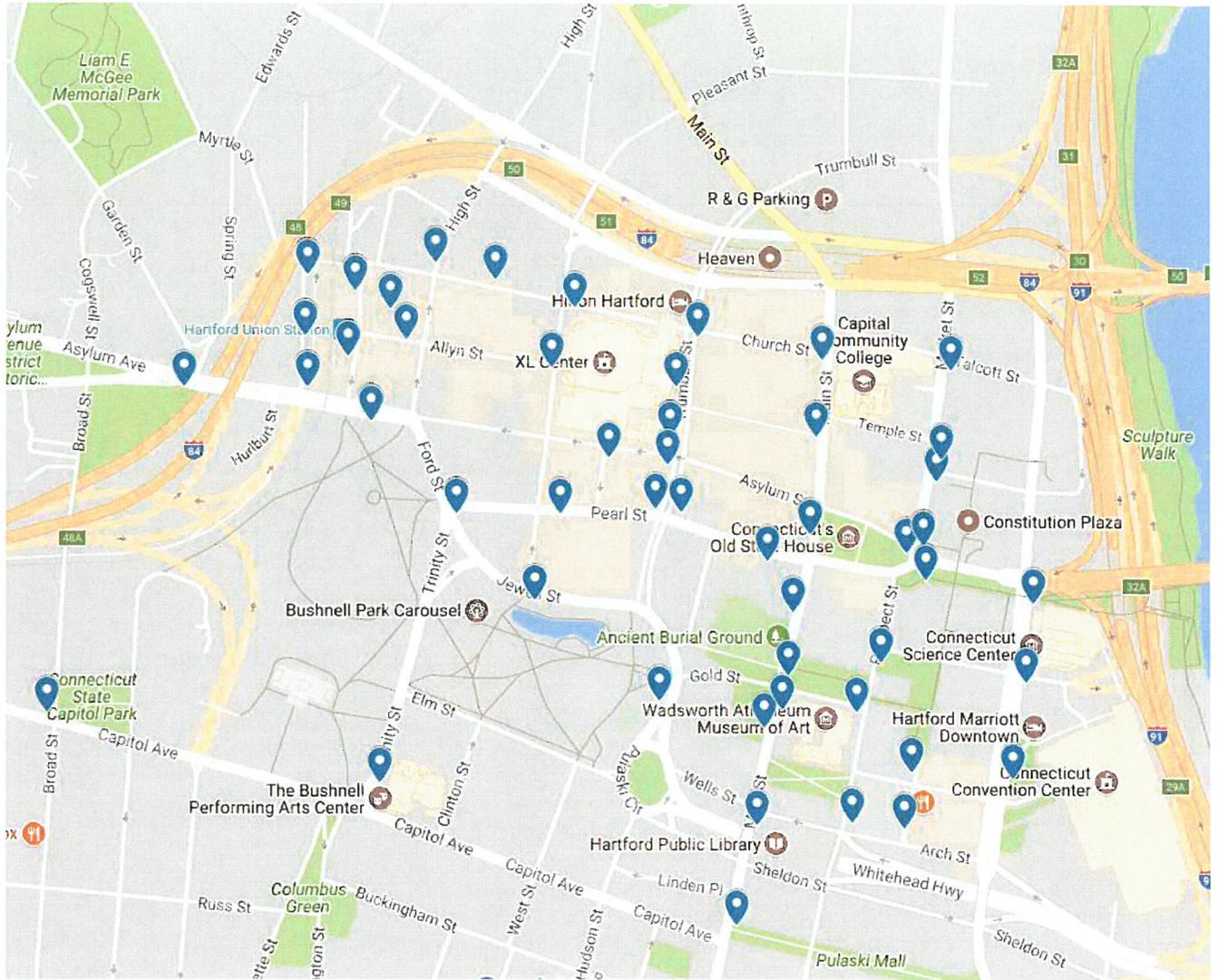
City wide view of hotspots



LIME BIKE HOTSPOTS

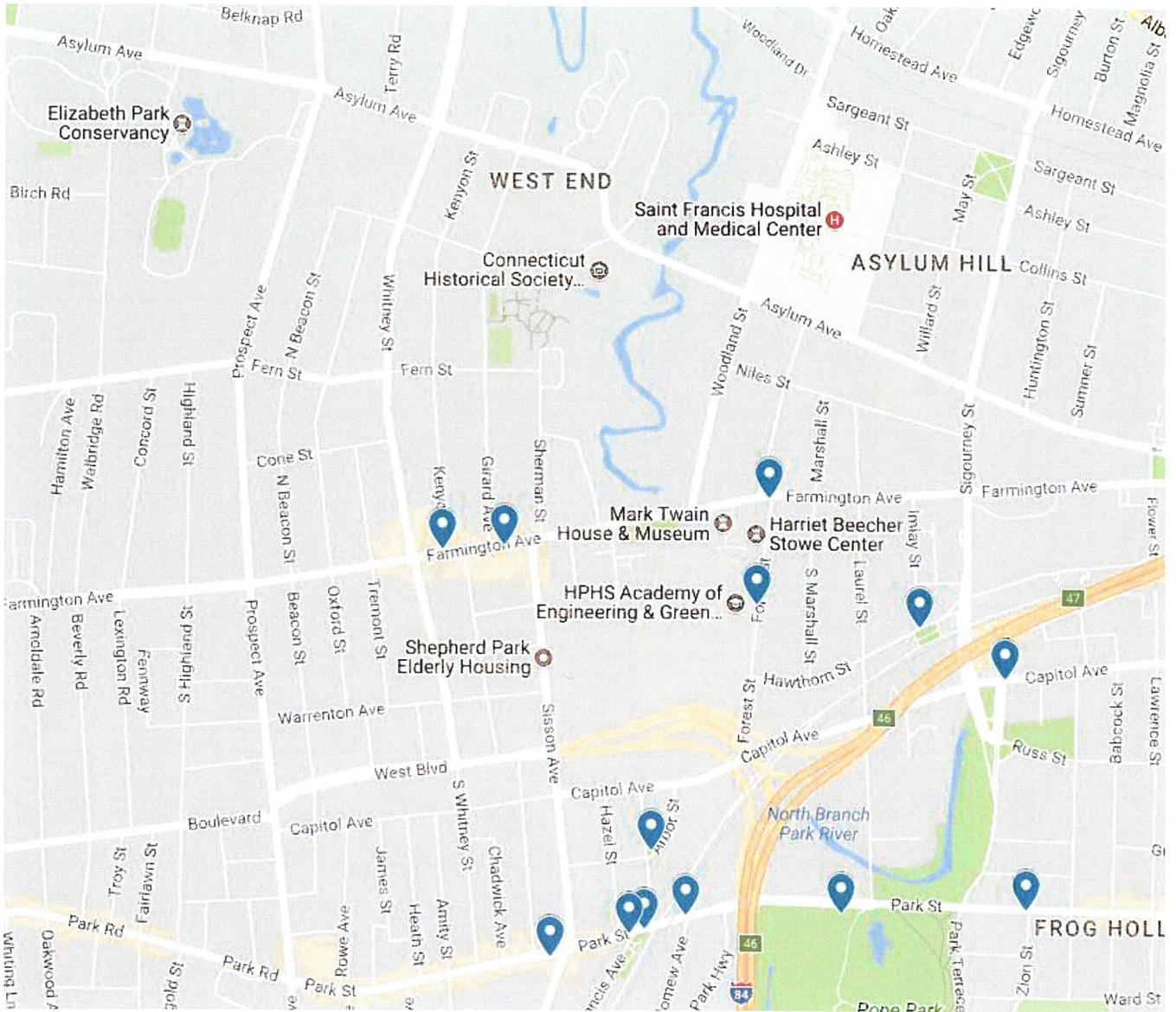
Hartford

Downtown Hotspots



LIME BIKE HOTSPOTS

Western Hot Spots



Town Name Newington

Y/N

Advertising

Will allow advertising/sponsorship information on bicycles	Y
Will allow advertising at specified docking locations (similar in size to New Haven)	Y

Parking Preferences

Only will permit bikes to be parked at designed parking locations (may be proprietary docks or standard U-rack or similar)	Y
Would accept bikes being parked elsewhere other than specified locations	N
Prefer additional fee charged for this to discourage occurrence	uncertain
No preference if additional fee charged for this service	uncertain

Issue Reporting/Resolution

My community has a local reporting system (i.e. SeeClickFix, 311) and we would like to integrate the Vendor as an end user capable of receiving alerts for issues, responding to complaints, and closing out items.	Y
---	---

Absolutely No / Uncertain
/ Definitely Would Allow

Scooters

Scooters are not going to be permitted in our city/town at this time.	uncertain
---	-----------

Encroachment Fees

Y/N

If enter into Agreement with Vendor, encroachment fees to install parking locations in the right-of-way will not apply (or will most likely not be charged)	Def. would allow.
---	-------------------

Other Comments

Please feel free to add any additional comments to the above questions or other topics.

We are open to negotiations on these items and would like to see what costs are projected for any service details or locations from bike share vendors. If possible, a cost analysis of locations and services would help our decision.

Newington Map Locations:

 = Preferred or Possible Locations
 = General Areas

- ① CT Fast Track Station: Fenn Road & Myra Cohen Way.
- ② Newington Junction Station: Willard Avenue & W. Hill Road.
- ③ Mill Pond Park: Willard Avenue & Garfield (roughly).
- ④ Market Square: Bounded by Cedar Street, Constance Leigh Drive.
- ⑤ Newington High School: Willard Avenue & Veterans Drive.
- ⑥ Clem Lemire Recreation Complex: Willard Avenue & New Britain Ave.
- ⑦ South End of Mill Pond Park

Secondary Locations: Newington

- ① John Wallace Middle School: Hallerhan Dr. & Willard Ave.
- ② Willard Ave & Richard St.
- ③ Churchill Park: Main St. & Churchill Dr.
- ④ Main St & Hartford Ave.
- ⑤ Daming St & Culver St.

Southington

Generally speaking, general rack locations would be anywhere up or down the multi-use trail. Perhaps specific locations could be the Municipal Center (Mill Street crossing) or any key road crossing like West Center, West Main in Plantsville, or Meriden/Waterbury Tnpke near the Cheshire town line.

Robert A. Phillips, MS/MPA, AICP

Director of Planning and Community Development
John Weichsel Municipal Center
196 North Main Street, Southington, CT

CRCOG – Regional Bikeshare RFP

West Hartford: Map Denoting Possible Bike Rack Parking Locations

Legend



General Areas Preferred Locations

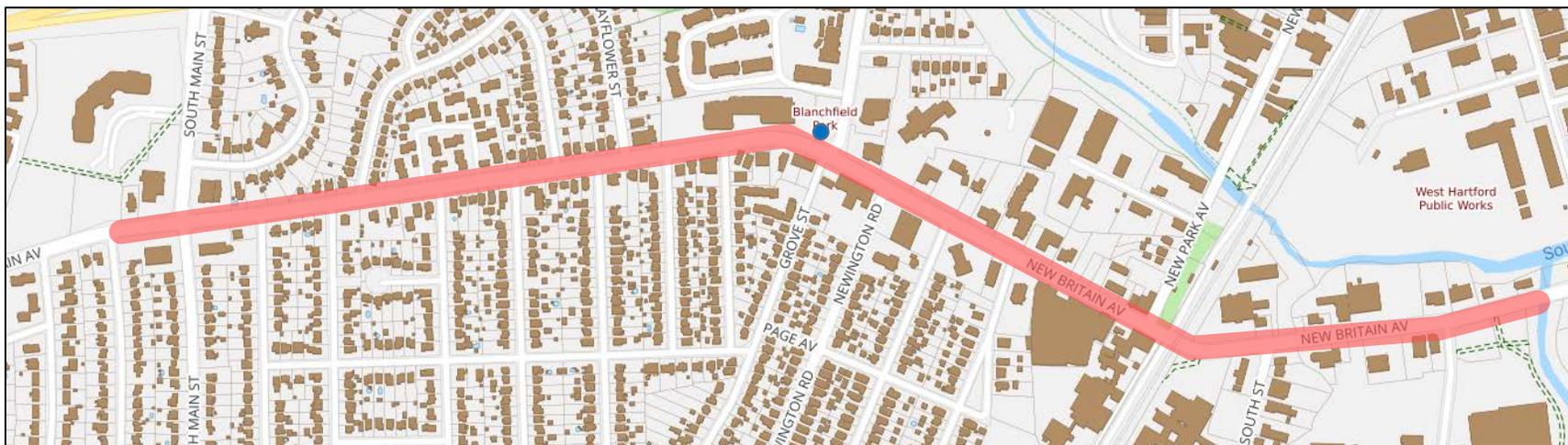
West Hartford Center and Farmington Avenue West



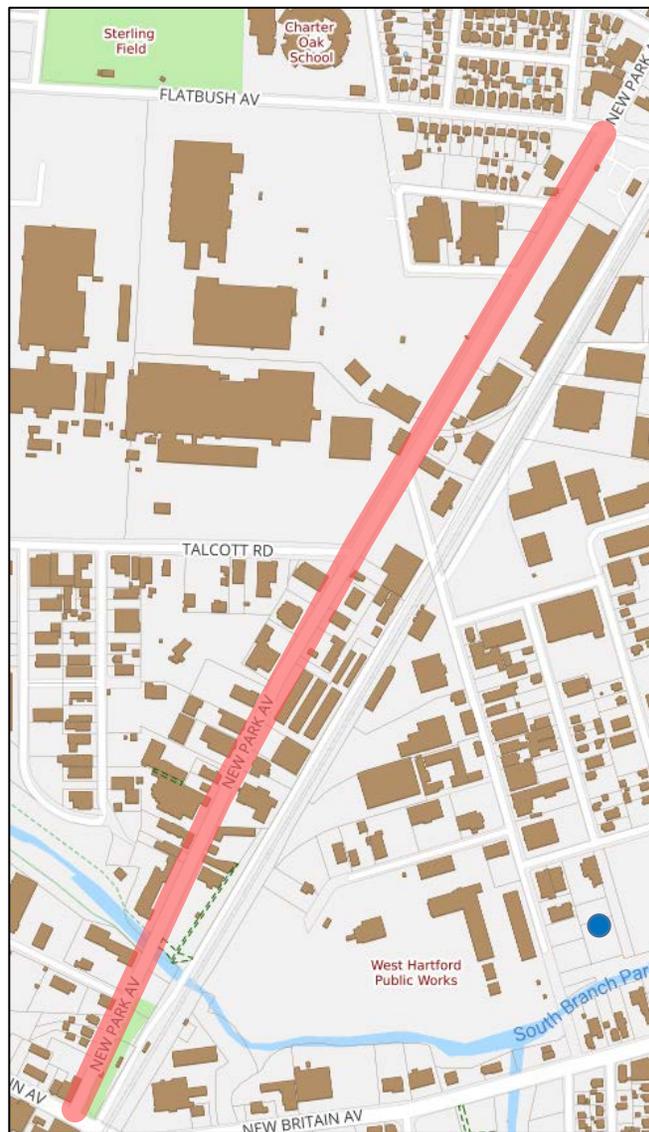
Park Road



Elmwood Center and New Britain Avenue



New Park Avenue



Bishops Corner



Corbin's Corner/Westfarms Mall



Potential Bike Rack Locations

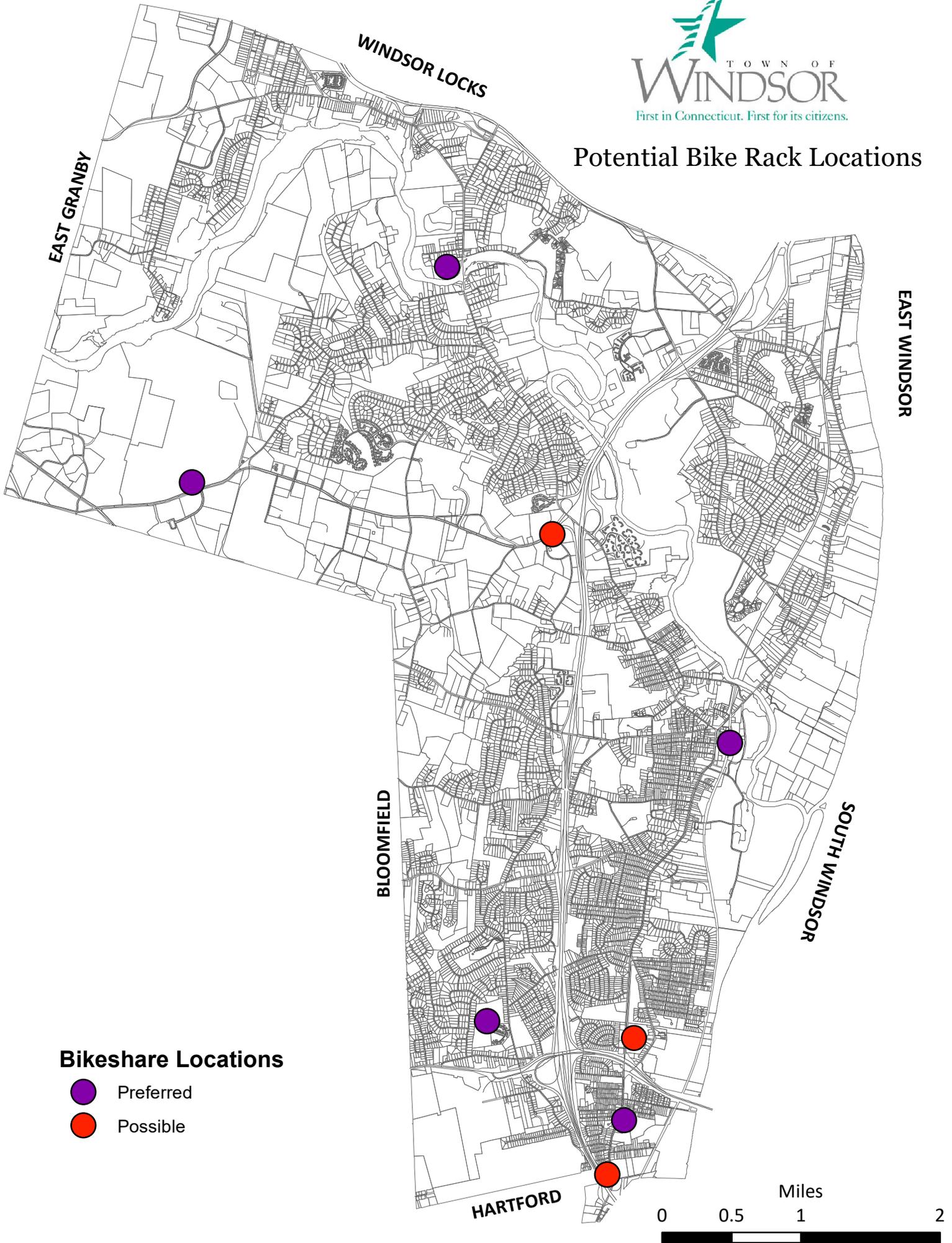


Exhibit F

CTfastrak map and CTrail Hartford Line Map

<https://crocog.org/transit-oriented-development/>

(interactive map at the bottom of the page for both systems)

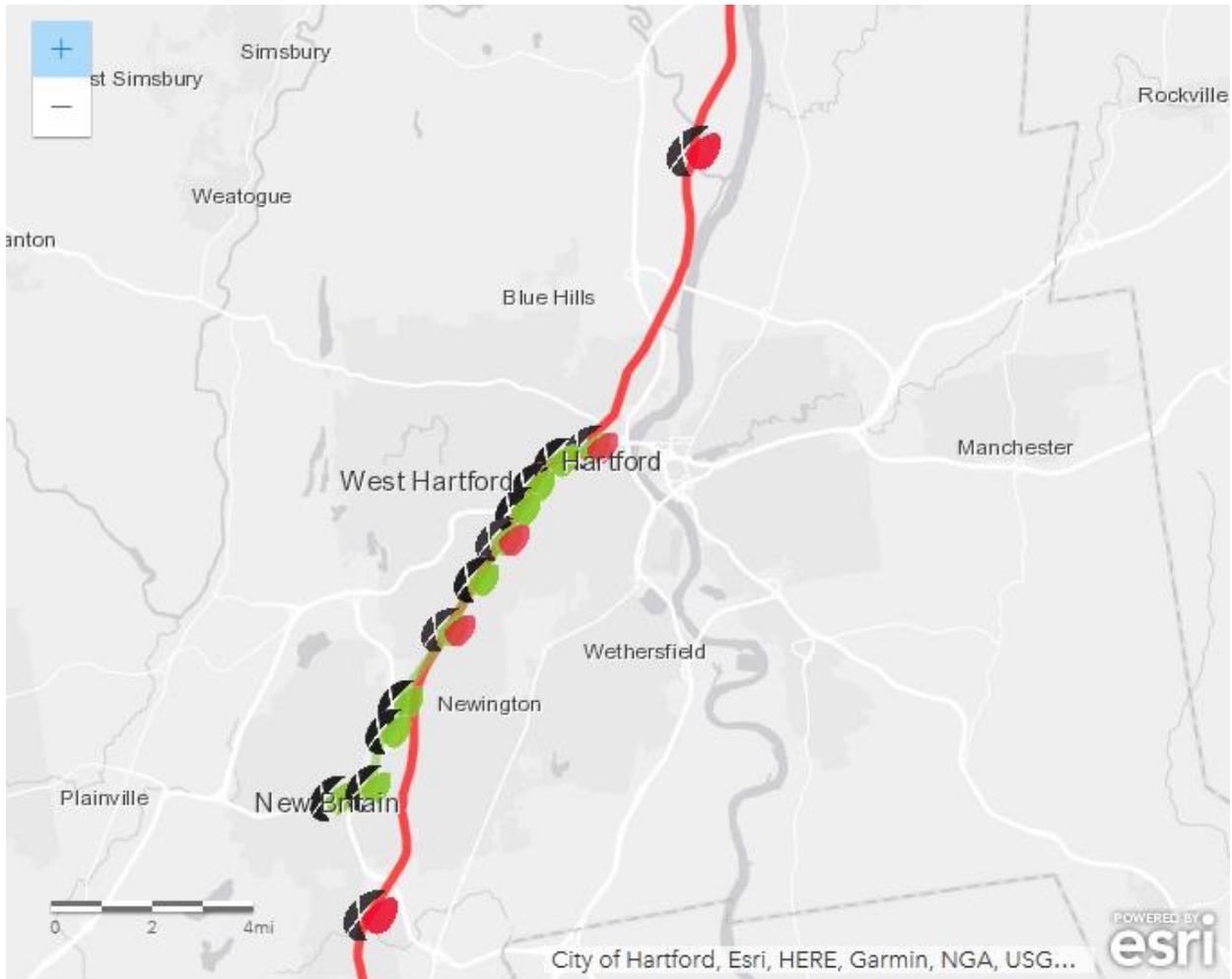


Exhibit G

Capitol Region Bike Trails Map (2016)

<https://crcog.org/regional-gis/>

(Under "Themes" Tab, select "Regional Bike Trails")

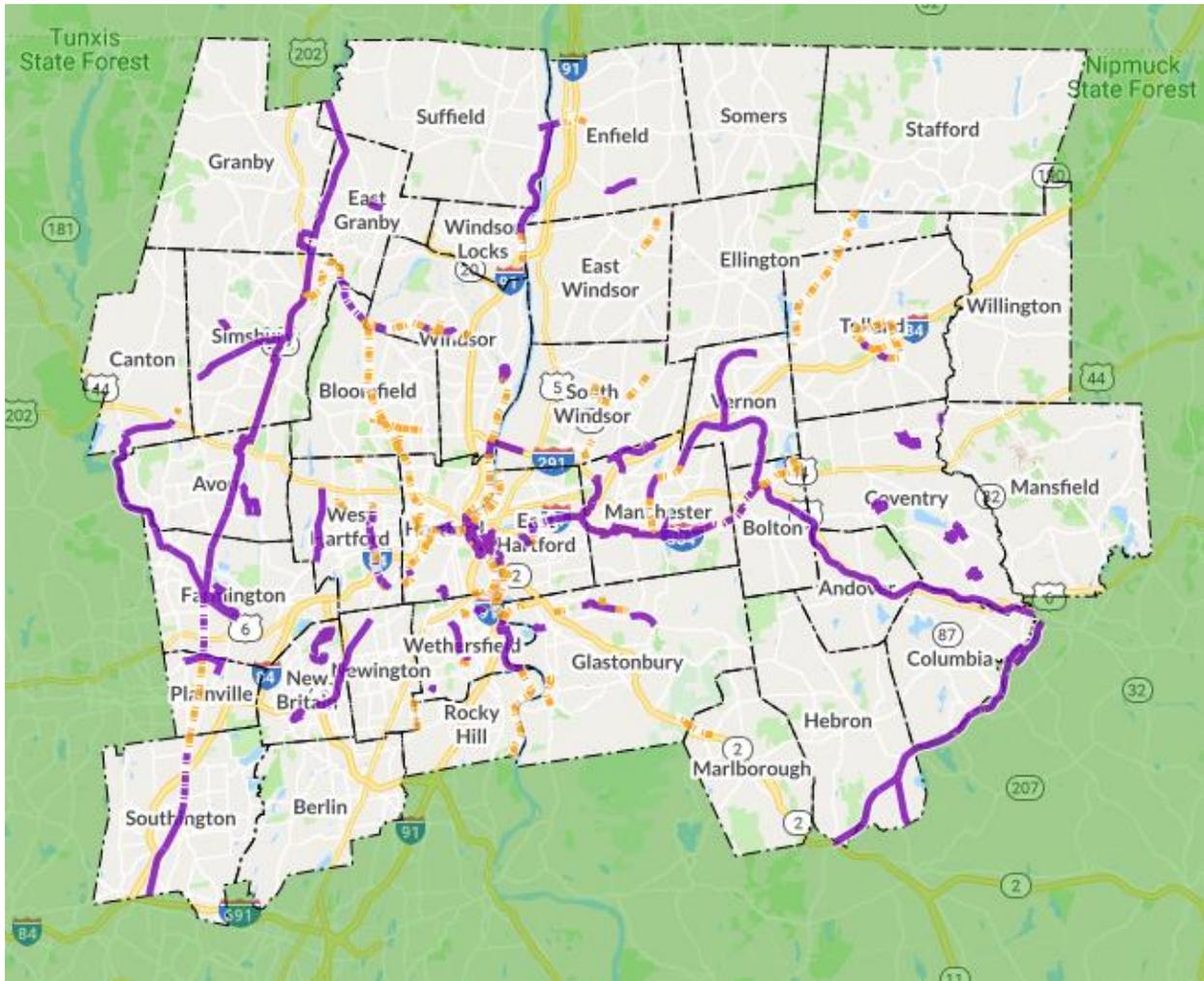
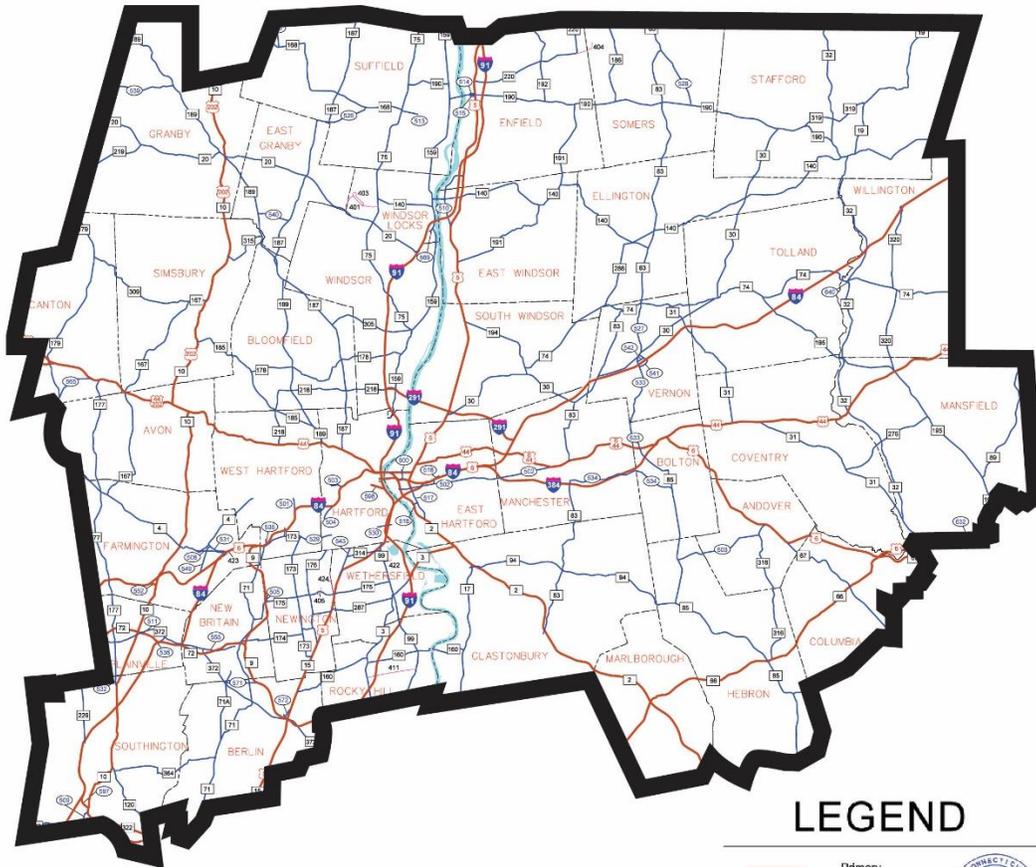


Exhibit H

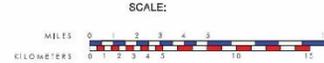
State-Owned Roads

<https://www.ct.gov/dot/cwp/view.asp?q=305564>



LEGEND

- Primary
- Secondary
- Special Service
- Interstate Highway
- U.S. Route
- State Route - Posted
- State Road - Not Posted



THIS MAP WAS CREATED BY THE ROADWAY INVENTORY SECTION OF THE BUREAU OF POLICY & PLANNING OF THE CONNECTICUT DOT.

Exhibit I

Foursquare Report

In 2014, The Greater Hartford Transit District and CRCOG worked with a consortium of agencies to investigate the feasibility of implementing bikeshare in the Hartford region and in locations outside the region. The study's final report laid out a phased plan for implementation of a regional bikeshare system. The links to the Executive Summary and the Final Report are below:

http://crcog.org/wp-content/uploads/2016/04/executive_summary.pdf

http://crcog.org/wp-content/uploads/2016/04/final_report.pdf

