

Metropolitan Area Planning Council

# No Cost Bike Sharing System

## Request for Proposals

RFP #MAPC 2018 No Cost Regional Bike Sharing System

Solicited in collaboration with the municipalities of: Arlington, Bedford, Belmont, Chelsea, Everett, Lexington, Malden, Medford, Melrose, Milton, Needham, Newton, Revere, Waltham, Watertown and Winthrop



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THIS RFP AND ALL RESPONSES HERETO INCLUDING THE WINNING BID SHALL BECOME PUBLIC RECORDS. PROPOSALS WILL BE CONFIDENTIAL UNTIL THE COMPLETION OF THE EVALUATIONS, OR UNTIL THE TIME SPECIFIED IN THE RFP, WHICHEVER IS EARLIER. ANY PORTIONS OF A RESPONSE THAT ARE LABELED AS CONFIDENTIAL WILL STILL BE CONSIDERED PUBLIC RECORD. THOSE DOCUMENTS THAT ARE CLEARLY EXEMPTED UNDER THE PUBLIC RECORDS LAW WOULD NOT BE MADE AVAILABLE TO THE PUBLIC.

VENDORS ARE ADVISED TO CONSULT WITH THEIR LEGAL COUNSEL CONCERNING PRECAUTIONS TO SAFEGUARD TRADE SECRETS AND OTHER PROPRIETARY INFORMATION.

The Technical Proposal and the Price Proposal must be submitted separately.

\*\*The use of the term "Vendor" shall be used to represent Vendors who have submitted timely and qualified bids. "Vendor" may refer to one or more selected Vendors. The terms "Vendor," "Respondent," "Vendors," and "Respondents" may be used interchangeably herein. The plural does not denote that more than one Vendor will be selected. One, many, or no Vendors may be selected as a result of this RFP.

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## Legal Notice

MAPC, (“Metropolitan Area Council”) in collaboration with the municipalities of: Arlington, Bedford, Belmont, Chelsea, Everett, Lexington, Malden, Medford, Melrose, Milton, Needham, Newton, Revere, Waltham, Watertown and Winthrop<sup>1</sup> (“Participating Communities”) is soliciting competitive proposals from qualified vendors to operate a no cost regional, bike sharing system to be operated seamlessly throughout Participating Communities. MAPC will be the awarding authority. Contracts will be awarded to those Respondents deemed responsible and responsive. This will be determined by evaluating Respondents against the quality requirements and evaluation criteria set out in the RFP, and by considering the prices offered. Those Respondents identified as offering the most advantageous proposals against these factors will be awarded contracts.

MAPC reserves the right to cancel all or part of this solicitation and to reject in whole or part any and all proposals. No bid bond is required.

The RFP will be available from 10:00 AM – 5:00 PM, Monday – Friday, Monday, November 20, 2017 through Wednesday, December 6, 2017 by 4:00 PM at the MAPC office.

The initial term of any contract(s) resulting from this RFP will be One year from the date of MAPC’s execution of a contract with awarded vendors. MAPC reserves the right to exercise options to renew for Two additional One-year extensions.<sup>2</sup> MAPC reserves the right to accept or reject any and all proposals, or any part or parts thereof, and to cancel this solicitation at any time. No bid bond is required.

This procurement conforms to the requirements of M.G.L. c. 7 §§ 22A and 22B, and M.G.L. c. 30B.

Please read this entire document before responding or submitting questions.

Vendors are advised that all interpretation of this RFP and corresponding documentation shall be interpreted solely by the MAPC Evaluation Committee.

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<sup>1</sup> Vendors are advised that the named communities have collaborated on developing this collective RFP. However, nothing herein requires or obligates the named communities to participate in the regional bike share system. Final participation will be determined by each community.

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## 1. Introduction

### 1.1 Overview

The Participating Communities have come together as neighbors to encourage bike share opportunities for and across their municipalities, and they intend to sign a Memorandum of Understanding to create a partnership to provide such services. MAPC 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 MAPC. MAPC may elect not to award a contract to any vendor. This regionalized approach to bike share implementation will require selected vendors to provide seamless services across the borders of Participating Communities.

### 1.2 Metropolitan Area Planning Council

The Metropolitan Area Planning Council (“MAPC”) is the regional planning agency (“RPA”) for the greater Boston region. It is a governmental entity established by M.G.L. c. 40B § 24, et al, to provide a regional perspective on growth, development, and governance for the welfare of the region. It is qualified to act as a lead jurisdiction under M.G.L. c. 7 §22B.

### 1.3 Vision

MAPC envisions a large-scale regional private bike share 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 inner-suburban communities. MAPC and Participating Communities believe that the establishment of bike share systems can: increase bicycling in Greater Boston; provide greater access to public transportation; offer more efficient inter- and intra- municipal travel where public transit is less accessible; make the inner-suburbs more attractive places to live, work, visit and do business. The vendor will provide the system at no cost to the Participating Communities. All Consumer (the end user renting a bicycle from the system) pricing must be reasonable and take into account issues of equity in Participating Communities. Equity shall take into account servicing communities to enable citizens have the equal access to goods and services despite any socio-economic diversity.

The system will utilize state-of-the-art technology, equipment and operations. Providing pedal-assist technology for at least 50% of the bicycles is preferred. The system may include 2,000 or more standard bikes, or a combined fleet of 1,500 combined standard and pedal-assist bicycles.

### 1.4 Objectives

MAPC seeks the services of experienced vendors who will create and operate a private bike share system across these Participating Communities. The objective of this RFP is to provide the Participating Communities with a safe, accessible, user-friendly, and equitable bike share system that allows for seamless operations across the boundaries of the Participating Communities.

Services shall include supplying equipment and providing operational services for and across 16 of Greater Boston’s inner-suburban municipalities. Vendors may seek private sponsorship and or advertising, according to the bylaws of each municipality. Vendor will keep all revenue from the system, except as provided herein.

## 1.5 Participating Communities' Demographics

Municipality	Population	Sq. Miles	Population Density (people/sq. mi.)
Arlington	45052	5.48	8221
Bedford	14411	13.84	1041
Belmont	26171	4.72	5545
Chelsea	39699	2.21	17963
Everett	46340	3.44	13471
Lexington	33410	16.64	2008
Malden	60840	5.07	12000
Medford	57213	8.45	6771
Melrose	27928	4.77	5854
Milton	27351	13.31	2055
Needham	30755	12.72	2417
Newton	89045	18.15	4906
Revere	53157	6.16	8629
Waltham	63002	13.76	4579
Watertown	35025	4.12	8501
Winthrop	18190	2.28	7978
<b>TOTAL</b>	<b>667,589</b>	<b>135</b>	<b>4945</b>

Table 1: Participating Communities Size and Population

## 1.6 Decision to Use Request for Proposals

The MAPC Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to select a Regional Bike Sharing System, other factors in addition to cost will need to be considered. MAPC believes that the choice of the successful Vendor requires an evaluation of their abilities, experience and past work product. The contract will be awarded in accordance with the M.G.L. Chapter 30B using the request for the competitive sealed proposal procedure.

MAPC has determined that price, although significant, is not the sole, nor always the primary factor in Participating Communities' decision making when considering the specialized experience of Vendors, their commitment to quality workmanship and customer service, as well as the range of product suitability, quality, and manufacturer. For these reasons, MAPC believes that the RFP process will best achieve this end.

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



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## 2. RFP Process

### 2.1 Schedule

Notice MAPC RFP Posted on Website:	Monday, November 20, 2017
Notice Goods & Services Bulletin Published:	Monday, November 20, 2017
Notice Boston Herald Published:	Monday, November 20, 2017
Notice CommBUYS Published:	Monday, November 20, 2017
RFP Released/Available	Monday, November 20, 2017. The RFP will be available 10:00 AM – 5:00 PM, Monday – Friday, Mon. November 20, 2017 through Wednesday, December 6, 2017 by contacting:  Kasia Hart at MAPC via email at <a href="mailto:khart@mapc.org">khart@mapc.org</a> .  All questions about this RFP, must please be asked by contacting Kasia Hart directly.
Vendor's Conference (WebEx)	Tuesday, November 28, 2017 (Information to follow)
Last Date for Vendor Questions	Friday, December 1, 2017
MAPC Responses to Questions	Friday, December 8, 2017
Last Date for Addendum from MAPC	Monday December 11, 2017
Proposal Due Date:	Sealed proposals are due by: 4:00 PM, Wednesday, December 20, 2017 at: The Metropolitan Area Planning Council, 60 Temple Place, 6th Floor Reception, Boston, MA 02111.
Return RFPs to:	Kasia Hart Transportation Policy Associate Metropolitan Area Planning Council 60 Temple Place, 6th Floor Reception Boston, MA 02111
Proposal Subject:	No Cost Regional Bike Sharing System
RFP Number:	MAPC 2018 No Cost Regional Bike Sharing System

## 2.2 Vendor Conference

There will be a Vendor Conference for interested, prospective Vendors on Tuesday, November 28, 2017 from 12:00 PM – 1:30 PM via WebEx. Further information will be provided for Vendors to join on the call.

Although this conference is not mandatory, prospective 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 particularly questions related to preparing proposals and the evaluation criteria.

Following the Vendor Conference, prospective Vendors will be required to submit in writing, via e-mail, any questions they asked during the conference. MAPC will use those written versions of the questions and any follow up questions, and any answers provided, to draft an addendum. This will ensure that MAPC fully understands Vendors' questions, and will avoid misinterpretations of any verbal responses offered during the Vendor Conference. MAPC will not provide, authorize, or honor any alleged oral responses that have not been documented via an addendum.

## 2.3 Procurement Overview

This procurement process is comprised of the following elements.

- This Request for Proposals
- Receipt of Proposals
- Qualification of Vendors
- Evaluation of Vendors and Technical Proposals
- Product Presentations (as determined by the Evaluation Committee)
- Evaluation of Price Proposals
- Determinations of Awards
- Contract Executions
- Program Implementation
- Contract Extensions

While it is the intention of MAPC to award contracts by way of this procurement, MAPC reserves the right to cancel all or any part of this solicitation.

## 2.4 Questions & Addenda

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

Vendors are asked to notify MAPC promptly of any ambiguities, inconsistencies or errors they discover upon examination of the RFP. Questions and inquiries will not be answered directly. All questions and requests for clarification must be received in writing via email by Friday, December 1, 2017. All questions must be sent to Kasia Hart at [khart@mapc.org](mailto:khart@mapc.org).

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

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

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

Vendors should contact either of the MAPC contacts above if they are concerned that they have not received an Addendum. MAPC maintains a record of Addenda sent to all parties who have received the RFP documents. Confirmation of a successfully sent (i.e. received) fax or the lack of a return email message that an email delivery failed will be considered proof of delivery. To ensure that Vendors have taken all Addenda into consideration, acknowledgement of receipt of each Addendum issued must be noted in the space "Addendum #" provided on the Proposal Signature Page provided in this RFP.

## 2.5 Corrections, Modifications & Withdrawal of Proposals

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

Vendors may not, after the proposal due date, change any provision of the proposal in a manner prejudicial to the interest of MAPC, eligible entities, or fair competition. Informalities that the MAPC 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. If a mistake is obvious and the intended correct wording, figure or calculation is clearly evident on the face of the proposal document, the mistake will be changed to reflect the apparent correct meaning and the Vendor will be notified in writing; however, the Vendor may not withdraw the proposal. A Vendor may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording, figure or calculation is not similarly evident.

## 2.6 Disclosing Who Submitted Proposals

A register of the names of Vendors who have submitted proposals will be open for public inspection following the opening of the Technical Proposals. Proposals will remain confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. All submissions will be considered by MAPC to be public records. Vendors are advised not to submit confidential materials.

## 2.7 Selection Process

In accordance with M.G.L. c. 30B, Technical Proposals will be evaluated by an Evaluation Committee selected by MAPC. This procurement will employ an Evaluation Committee. The names of evaluators are not a matter of public record prior to, or during the evaluation process. Committee members will independently review all proposals that meet the *Minimum Quality Requirements* listed in this document. They will evaluate the proposals based on the evaluation criteria set out in this document.

Each Evaluation Committee member will assign a rating to each evaluation criterion. MAPC will then convene the Committee to review their evaluations and attempt to arrive at agreement on composite ratings for each proposal.

The Evaluation Committee will assign each responsive Technical Proposal submitted by Proposers one of the following composite ratings:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

Vendors may be invited to give product presentations to the Evaluation Committee in person or via teleconference. MAPC reserves the right to offer presentations to all or none of the vendors.

After a rating has been determined for each Technical Proposal, MAPC or its designee will open and review the Price Proposals and determine the most Highly Advantageous Proposals, taking into consideration the composite ratings and price.

Although proposals that are not the lowest in price may be selected for award, price is still a factor. In the final evaluation, MAPC will weigh more favorably Vendors whose price proposals offer higher discounts off their catalog or standard pricing.

Vendors are advised that pricing that is offered will not be negotiated during the Term of the Contract (One (1) year). During each exercised extension term, MAPC may negotiate pricing with the Vendors prior to an executed Contract Amendment extending the Term.

Vendors may lower pricing at any time during the Contract and any extensions thereto. All reduction in pricing must be available to all Participating Communities.

In selecting proposals that are not the lowest in cost, MAPC will explain in writing why the added benefits of the selected Proposals justify the higher prices. The Evaluation Committee is permitted to recommend that contracts be awarded 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 eligible parties.

## 2.8 Rule of Award

MAPC and Participating Communities have determined that identification of the most highly advantageous proposals for the goods and services called for in this RFP requires comparative judgment of factors in addition to cost. Contracts will be awarded to those eligible, responsive, and responsible Vendors whose proposals are 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.

An Evaluation Committee selected by MAPC will evaluate proposals and recommend awards by MAPC to the responsible and responsive Vendors whose proposals it determines to be the most overall highly advantageous of those received. MAPC, as the contracting authority, will make the final determination of awards. Although multiple contracts are expected to be awarded, the number of awards will be determined on the basis of the competitiveness of the proposals received.

Only those Vendors who submit all required forms and materials and whose proposals conform to the requirements set out in this Request for Proposals will be considered responsive. Determination that a Vendor is responsible (i.e. Vendor has the integrity, capability, and reliability to do the work) will be based upon financial stability and an evaluation of references. MAPC reserves the right to perform whatever additional due diligence they deem necessary to determine that the Vendor is responsible including, but not limited to, acting as their own reference. MAPC may request additional clarifying information from a Vendor during this evaluation process.

MAPC will promptly notify Vendors about awarded contracts upon conclusion of the evaluation process.

MAPC is required by law to overlook “minor technical formalities” such as misspellings and other non-material errors. MAPC may, at its sole discretion, waive strict compliance with RFP requirements that are not required by law, when it determines that so doing is in its and Participating Communities best interest. MAPC is further required to correct arithmetic errors where the intent is obvious, but cannot do so where intent is not obvious.

## 2.9 Contract

A sample copy of MAPC’s standard contract can be found in [Exhibit A](#) of this RFP. Vendors must be willing to sign MAPC’s contract. MAPC will not accept a Vendor’s own terms & conditions.

MAPC will make all reasonable efforts to award contracts within thirty (30) days of the Proposal Due Date. The time for award may be extended for up to an additional thirty (30) days, for a total of sixty (60) days, by mutual agreement between MAPC and Vendors.

Contract recipients MUST return executed originals to MAPC within seven (7) business days of their receipt of contracts signed by MAPC. This RFP document, any Addenda issued, all included forms and requirements, and Vendor’s proposal will be incorporated by reference into any resulting Contract.

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

Upon receipt of a Contract offer by MAPC, Vendor shall make best efforts to return the document for final MAPC execution in an accelerated manner.

## 2.10 Authorization to Proceed

Upon receipt of signed contracts from Vendors, MAPC will return executed copies of the contracts and issue a written “Authorization to Proceed.” Thereafter, Vendors agree that they will work with the Participating Communities to complete a Scope of Work and Project Plan to schedule implementation, as requested by the Participating Communities.

Vendors will be required to implement without undue delay all other commitments required by the RFP and their contract, as well as those voluntarily offered in their Proposals.

### 3. Minimum Quality Requirements

In Tab 2 of the response, Minimum Quality Requirements, Vendors must provide a brief, written narrative (no more than two pages) certifying that the Vendor is in compliance (Yes or No) with each of the following listed minimum quality requirements. Statements offered by Vendor in the narrative that are intended to satisfy these requirements must be accompanied by supporting documentation and full contact information of a representative of the entity who can vouch for the Proposer's claims, which will be verified by MAPC, whose inability to do so will disqualify the proposal.

#### 3.1 Experience

Vendor must have experience providing the same or similar services with a government entity or private institution in the last 3 years. Experience with multiple jurisdictions, public sector clients, and North American experience are preferred. (See Section 5: Vendor Technical Questions; Question 5.2: Qualifications)

#### 3.2 Financial Capacity

Vendors shall demonstrate that they can provide the required number of bikes necessary to serve the Participating Communities. Such demonstration may include, but is not limited to, an Audited Financial Statement, information about the supply chain, and facilities or contracts for the production and replacement of bicycles in a timely manner. (See Section 5: Vendor Technical Questions; Question 5.3: Financial Capacity)

#### 3.3 References

Vendors shall provide the contact information for 3 references from local governments or private institutions where their product is used. The 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. Vendors must provide a brief description of the services they provided.

MINIMUM QUALITY REQUIREMENTS	YES/NO
Vendor has provided the same or similar services to a government entity or private institution in the last 3 years.	
Vendor provides sufficient documentation to demonstrate its financial capacity to provide required number of bikes necessary to serve Participating Communities.	
Vendor provides contact information for 3 references from local governments or private institutions where their product is used. The 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. Vendors provide a brief description of the services they provided.	

## 4. Regional Bike Sharing System - Required and Desired Specifications

Vendors are advised that requirements that are listed as “Must,” “Shall,” or “Required” are mandatory specifications. Failure to include these elements may lead to disqualification. Those specifications that are listed as “Desirable”, Preferred”, or “Advantageous”, are value added and their inclusion or exclusion will be reflected in the scoring.

### 4.1 Multi-Modal Interoperability

MAPC prefers a regionalized bike share 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, such as public transit, car sharing services, ride hailing services, and existing bike share services, are preferred.

### 4.2 Equity

Vendors must ensure that their system equitably services low-income neighborhoods, which may include ensuring accessibility of bicycles in low-income neighborhoods, offering means of accessing bicycles that do not require the use of a smartphone and/or access to a credit or debit card, and offering a bilingual mobile app.

### 4.3 Individual Participating Community’s Local Requirements

While this procurement will facilitate regional coordination and ensure that there is consistent regulations and standards of operating across all Participating Communities, due to the varying demographics and municipal organizational structures across the Participating Communities, certain elements of bike share operations may be left to local discretion. This may include but is not limited to:

#### *4.3.1 Holding a contract with the selected vendor(s)*

While it is not required for operation, a Participating Community may select to have a contract with the selected vendor(s) to enforce municipality-specific regulations. This contract may differ from but shall not be in conflict with the contract between MAPC and the selected vendor(s).

#### *4.3.2 Levying a bicycle permitting fee*

Participating Communities may elect to levy a nominal bicycle siting fee to the vendor(s) on a per-bicycle basis.

#### *4.3.3 Requesting a parking siting plan*

Each Participating Communities reserves the right to require the selected vendor(s) to establish a parking siting plan in coordination with the municipality so as to ensure adequate capacity and signage for bike share bicycle parking. This option shall be exercised by Participating Communities that would like to designate specific areas for bicycle parking, rather than permit a true free-floating bicycle share system.

#### *4.3.4 Wintertime operations*

Each Participating Community has discretion over whether they will continue to remain in operation during winter months.

#### *4.3.5 Siting bicycle parking facilities on private property*

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

#### *4.3.6 Removing bicycles*

For bicycles on public property, the Participating Communities may require the vendor to temporarily move bicycles to a nearby location if the approved location needs to be used for emergency purposes, snow removal, construction, or other public benefit. Bicycles may also be moved by municipal staff at Participating Communities for these purposes.

#### *4.3.7 Other entities*

Other local entities that operate within the Participating Communities, including colleges and universities, the Massachusetts Bay Transportation Authority (MBTA), and Department of Conservation and Recreation (DCR) may also have bike share regulations and permitting requirements specific to their jurisdiction. The selected vendor(s) are required to comply with all such rules and regulations.

### 4.4 Interaction with Existing and Future Multi-Modal Transportation Systems

Vendors are required to work in a cooperative manner with the existing and emerging multi modal transportation systems. This includes, but is not limited, to car sharing services, the MBTA, and other bike sharing systems, such as the Hubway System.

The four municipalities comprising the Hubway System (Boston, Brookline, Cambridge, and Somerville) have an exclusive contract with Motivate International, Inc. to operate a publicly supported bike sharing system within their municipal boundaries. The vendor(s) selected via this procurement are required to comply with all bike share rules, regulations, and laws in effect in these municipalities. Vendor(s) that extend operations into Boston, Brookline, Cambridge, and Somerville may be subject to enforcement, including fines and confiscation of equipment found in the four municipalities' boundaries.

It is the responsibility of the Vendor(s) to interact with these municipalities, as well as other cities and towns in the MAPC region that may have existing public contracts with other bike share operators. Such cooperation includes resolving any and all business issues such as bikes that are parked in these municipalities and need to be retrieved in a timely manner.

### 4.5 Helmets

Vendors must demonstrate the ability to comply with all elements of M.G.L. ch.85, section 11D. This includes providing helmets to bicycle share system users.

M.G.L. ch.85, section 11D: Bicycle helmets: display of sign requiring use

*“Every person engaged in the retail business of selling or renting bicycles, in line skates, scooters, skate boards or other manually-propelled wheeled vehicles shall display in an area conspicuous to customers of the business a sign containing the following statement: Massachusetts law requires that a bicycle helmet be worn by a person 16 years of age or under who is riding as an operator or passenger on a bicycle, in line skates, a scooter, or a skate board.*



*By posting such a sign, such retail business shall be deemed to be in full compliance with this act, and no liability shall be incurred in the event that said helmet is not worn. A person, firm or corporation engaged in the business of renting bicycles shall make available a bicycle helmet conforming to the specifications for bicycle helmets of the United States Consumer Product Safety Commission to each person renting a bicycle.*

#### 4.6 Equipment- Overview

The MAPC welcomes proposals for bike share systems using dockless smart-bikes, station-based technology, or a hybrid model. Vendors incorporating at least 50% electric-assist bicycles will be accorded preference

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. Bikes that are part of a dockless bike share system must come with a self-locking mechanism and remain upright when parked. 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 MGL c. 90, Section 1B: Motorized bicycles; operation regulations Section 1B. A motorized bicycle shall not be operated upon any way, as defined in section one within the commonwealth by any person under sixteen years of age, nor at a speed in excess of twenty-five miles per hour. A motorized bicycle shall not be operated on any way by any person not possessing a valid driver's license or learner's permit. Every person operating a motorized bicycle upon a way shall have the right to use all public ways in the commonwealth except limited access or express state highways where signs specifically prohibiting bicycles have been posted, and shall be subject to the traffic laws and regulations of the commonwealth and the regulations contained in this section, except that: (1) the motorized bicycle operator may keep to the right when passing a motor vehicle which is moving in the travel lane of the way, and (2) the motorized bicycle operator shall signal by either hand his intention to stop or turn. Motorized bicycles may be operated on bicycle lanes adjacent to the various ways, but shall be excluded from off-street recreational bicycle paths.

Every person operating a motorized bicycle or riding as a passenger on a motorized bicycle shall wear protective headgear conforming with such minimum standards of construction and performance as the registrar may prescribe, and no person operating a motorized bicycle shall permit any other person to ride a passenger on such motorized bicycle unless such passenger is wearing such protective headgear.

A person convicted of a violation of this section shall be punished by a fine of not more than twenty-five dollars for the first offense, not less than twenty-five nor more than fifty dollars for a second offense, and not less than fifty nor more than one hundred dollars for subsequent offenses committed.”

## 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. Vendors providing a system to allow people without smartphones or internet access to rent and return bikes are preferred. Advanced technologies that are not required but of particular interest include:

### *4.8.1 Mobile Application*

A mobile application to accept payments, handle all aspects of rental transactions, and provide information on bike availability and locations.

### *4.8.2 GPS Technology*

GPS technology or equivalent technology to provide real-time tracking of bicycle location and routes and to record trip data.

### *4.8.3 RFID/NFC technology*

RFID and/or NFC technology that enables users to rent bicycles from mobile devices, access cards, or other similar device.

### *4.8.4 Geofencing*

The ability to virtually designate the system service area(s) or parking areas to support fleet management.

### *4.8.5 Virtual stations*

The ability to virtually designate appropriate parking areas in the public right of way using geofence or equivalent technology.

## 4.9 Bike Maintenance

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

#### 4.10 Dockless Bike Parking

While each of the Participating Communities reserves the right to establish its own parking requirements via a parking siting plan, typically Participating Communities will make public sidewalks available for parking bike share to the vendor at no cost or for a nominal permitting fee. Participating Communities may further support the program by installing additional bike racks, allowing painted bike parking areas and/or otherwise recommending bike parking spots.

#### 4.11 Parking Identification

It is desirable that Vendors consider offering signage, pavement markings, or other methods to designate appropriate parking areas. Additionally Vendors should consider establishing additional parking areas, such as, within parks, at schools, using on-street spaces, on state property (e.g. MBTA, DCR) or on private property. In such cases, it is the vendor's responsibility to work with the appropriate property owner, official or agency.

#### 4.12 Dockless Bicycle Parking Requirements

Vendors providing dockless bike share shall demonstrate ability to comply with the following dockless bike share parking requirements:

- a. Bicycles shall be parked in the part of the sidewalk adjacent to the roadway curb (so long as 40-inches of pedestrian clear zone is maintained), at a public bike rack, or other locations expressly permitted by the municipality that is consistent with the local laws and regulations.
- b. 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, parklet. Bicycles may not be parked in a manner that in any way violates ADA accessibility requirements.
- c. 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.
- d. Bicycles parked in one location for more than seven consecutive days without moving may be removed by the municipality at the expense of the bike share vendor
- e. Any bicycle that is parked incorrectly shall be re-parked or removed by the vendor based on these times, or as otherwise proposed by the Vendor:
  - a. 6 am – 6 PM on weekdays, not including holidays – within 3 hours of receiving notice.
  - b. All other times – within 12 hours of receiving notice.
- f. An inoperable bike, or any bicycle that is not safe to operate, shall be made not available to the public and removed from the public right-of-way by the vendor within 12 hours of notice.
- g. The vendor will inform customers of how to appropriately park bicycles.

#### 4.13 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

#### 4.14 Operations

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

- a. Daily bike rebalancing and distribution, including ensuring a minimum number of functional bikes are operational each day in each municipality.
- b. Equipment inspection, maintenance and repair consistent with or exceeding manufacturer's recommendations.
- c. Coordination with Participating Communities' issue reporting processes, which can include See Click Fix, 311 calls, or phone call. Vendor must be able to receive courtesy notifications on bike issues. It is preferred that the Vendor serve as an "active ticket resolver." Vendor must also provide a reliable method for other municipalities (in addition to the Participating Communities) to report issues directly to Vendor should bicycles end up outside the permitted service area or if other system-related concerns arise.
- d. If operational in the winter, vendor must provide services to ensure bicycles are accessible and safe to use. Vendor must provide a plan for operations in the case of weather-related emergencies that prioritizes the safety of users and is responsive to municipal concerns.

#### 4.15 Data Access and Reporting

The Vendor must provide trip data identified in Section 4.15.2 to the Participating Communities and to MAPC. Participating Communities may require select data to be made available for police investigations. It is preferred that vendors provide data in the General Bikeshare Feed Specification (GBFS) format. It is preferred that vendors provide the Participating Communities and MAPC the following data on a monthly basis:

##### *4.15.1: Bike location data*

Data available on a per-bike, real-time basis:

- Point location of parked bikes (GPS coordinates)
- Bicycle identification number
- Type of bicycle
- Battery charge level (for electric assist bikes)

#### 4.15.2: Trip-level data

Anonymized data for each trip record to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts. Vendor must provide the following fields to the Participating Communities and MAPC on a monthly basis:

<u>Field Name</u>	<u>Format (example)</u>	<u>Description</u>
<u>Trip duration</u>	<u>MM:SS</u>	<u>n/a</u>
<u>Trip distance</u>	<u>Feet</u>	<u>n/a</u>
<u>Start date</u>	<u>MM, DD, YYYY</u>	<u>n/a</u>
<u>Start time</u>	<u>HH:MM:SS (00:00:00-23:59:59)</u>	<u>n/a</u>
<u>End date</u>	<u>MM, DD, YYYY</u>	<u>n/a</u>
<u>End time</u>	<u>HH:MM:SS (00:00:00-23:59:59)</u>	<u>n/a</u>
<u>Start location</u>	<u>GPS Coordinates<sup>3</sup></u>	<u>n/a</u>
<u>End location</u>	<u>GPS Coordinates</u>	<u>n/a</u>

#### 4.15.3: System reports

Anonymized data to MAPC and Participating Communities, preferably monthly. Information must include, but is not limited to:

- Total users in system by month
- Trip number by day, week and month broken out by municipality
- Detailed, aggregate trip origin/destination information for planning purposes
- Trip length and time

#### 4.15.4: Maintenance and customer service reports

Record of all maintenance performed for each bicycle, all reported collisions, and all customer services inquiries provided on a monthly basis.

### 4.16 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. If the application will not be storing, processing or transmitting any explicitly regulated information, then PCI DSS 3.1 compliance standards will be used as a best practices guide. All applications must meet PII standards which are based on NIST standards. Personally identifiable information (PII) must be physically stored within solution architecture within the United States. Vendors must provide their most recent third party PCI audits. It is preferred Vendors not sell or share customer PII.

### 4.17 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

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<sup>3</sup> Trip origin and destination must be provided in any of the following formats: GSP Coordinates, City Block Data, or another format that offers a comparable geographic scale and specificity.

preferred that a) this is communicated clearly and transparently to users, and b) users have a clear means of opting out if they do not want their data sold.

#### 4.18 Contingency Plan

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

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## 5. Vendor Technical Questions

(Maximum 20 pages, not including graphics and illustrations.) All responses to the Vendor Technical Questions must be prepared use the Bike Share Technical Matrix provided in Exhibit D. Responses that are not clearly identified as responsive to particular questions will be disregarded.

### 5.1 Vision

Please describe your overall vision for this project.

### 5.2 Qualifications

Please describe your organization's experience and qualifications, including:

- 5.2.1 Number of systems and bikes worldwide and in North America,
- 5.2.2 Biographies and qualifications of lead team members,
- 5.2.3 An organization chart reflecting the entire company as well as the local team,
- 5.2.4 Length of corporate operation,
- 5.2.5 Major sources of financing, and
- 5.2.6 Related or ancillary business operations beyond bicycle share systems.

### 5.3 Financial Capacity

- 5.3.1 Describe your organizations financial and capital resources, including identifying parent owned company that allow you to deliver on your proposed plan and respond to unexpected challenges.
- 5.3.2 Demonstrate that your organization can provide the required number of bikes necessary to serve all the Participating Communities. If you are selected to enter into a contract with MAPC, 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 during the following four timeframes in each Participating Community:

- 5.4.1 System launch
- 5.4.2 The end of first three months of operation,
- 5.4.3 The end of the first year of operation, and
- 5.4.4 Any extension terms, assuming contract extension through those time periods.<sup>4</sup>
- 5.4.5 Specifically, 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.
- 5.4.6 Please note the steps you will take to involve the Participating Communities before and during the system launch, as well as after system implementation
- 5.4.7 Please describe how you will comply with local regulations around helmets (Please see Section 4.3: Helmets)

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.
- 5.5.3 Describe your ability to scale the system size in response to changing user demand.

5.6 Multi-modal Interoperability

- 5.6.1 Please describe your ability 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.
- 5.6.2 Describe your plan to address bikes entering/exiting your service area and the Hubway service area, and discuss how users will be notified of the rules regarding operations in the Hubway system communities (e.g., posting on the bicycles, website, mobile app).

5.7 Equity

Please describe your approach to equity consideration in the bike share system. Describe whether you offer the following features, such as

- 5.7.1 Method to ensure availability of bicycles in low-income neighborhoods,
- 5.7.2 Users can access system without use of a smartphone or other similar technology
- 5.7.3 Users can access system without use of credit card/debit card (i.e.: can make cash payments)
- 5.7.4 Any other features of the system that serve low-income communities?

5.8 Equipment & Technology

- 5.8.1 Please describe in detail the equipment specifications and 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.

Please describe the following:

- 5.8.2 Description of renting and locking/unlocking a bicycle
- 5.8.3 Mobile application services provided
- 5.8.4 Bicycle reservation services provided
- 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 propriety parts to help deter equipment theft and vandalism

5.9 Maintenance

- 5.9.1 Describe your regular maintenance schedule, including your plan for bicycle replacement (as necessary).
- 5.9.2 Describe your method for addressing unanticipated maintenance issues.



## 5.10 Parking

- 5.10.1 Describe your plan and approach to parking bicycles and whether you commit to the conditions required in Section 4.12: Dockless Bicycle Parking Requirements.
- 5.10.2 Please include a description of the technology and equipment you intend to utilize to manage bicycle parking

Please describe how you intend to utilize the following parking management technology and equipment:

- 5.10.3 Virtual stations (created via geofencing or other means)
- 5.10.4 Physical docking stations
- 5.10.5 Bike racks
- 5.10.6 Map of desired parking locations available on mobile app
- 5.10.7 Locking mechanisms that allow bicycles to be locked to a fixed/stationary object
- 5.10.8 Describe any other parking management technology and equipment you utilize that is not noted above.
  
- 5.10.9 Please describe how you will encourage customers to park properly.
- 5.10.10 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.
- 5.10.11 Please describe your plan for moving bicycles that are parked incorrectly and your ability to comply with the parking regulations detailed in Section 4.12: Dockless Bicycle Parking Requirements

## 5.11 Customer Service

- 5.11.1 Please describe your customer service plan, including the following:
- 5.11.2 Hours of operations,
- 5.11.3 Average wait time for live phone or email response,
- 5.11.4 Languages provided
- 5.11.5 Explain how customers can communicate maintenance issues, how you will respond, and your timeframe for response.
- 5.11.6 Explain how you will communicate to users who regularly violate bicycle parking rules or otherwise misuse the system.

## 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 warehouse facilities
- 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 in areas of high customer demand, rather than becoming concentrated in a relatively small number of locations.
- 5.12.7 Please describe your intent 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 you will coordinate with existing issue reporting processes in the Participating Communities, and what method of contact you will provide other municipalities that need to report issues.

## 5.13 Marketing, Advertising, and Sponsorship

- 5.13.1 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.
- 5.13.2 Describe plans to secure additional non-ride related revenues such as sponsorship and advertising
- 5.13.3 If you are pursuing sponsorship or advertising, please show sample station and/or bike with sponsorship and advertising placements, or digital advertisements via your website or mobile application.
- 5.13.4 Please include estimated percentage of total revenue from such sources.

## 5.14 Data Access & Reporting

- 5.14.1 Show or describe in detail the data you will provide to MAPC and the Participating Communities and at what intervals will you provide these reports.
- 5.14.2 Please provide samples of any reports similar to the reports listed in the specifications Section 4.15: Data Access and Reporting.
- 5.14.3 Describe your system for providing secure system applications, and include all pertinent security compliance certifications.

## 5.15 Data Security

- 5.15.1 Please provide your most recent third party PCI audits, and
- 5.15.2 Describe your method for ensuring security of user data (including personally identifiable information and credit card information)

## 5.16 Vendor Use of Users' Personally Identifiable Information

- 5.16.1 Please describe what, if any, user data you intend to collect and sell, including personally identifiable information and credit card information.
- 5.16.2 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.

5.17 Contingency Plan

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

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

5.18 Additional Information

5.18.1 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 MAPC 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 available

### 6.2 User Incentives and Fees

- 6.2.1 Please describe any incentives you provide for users to bring bicycles to desired locations
- 6.2.2 Please describe any and all fees that may be charged to the user as penalties for misuse of the system, such as parking bicycles incorrectly and travelling 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

## 7. Evaluation Criteria

Described below are the characteristics that would make up a *Highly Advantageous*, *Advantageous*, *Not Advantageous*, and *Unacceptable* response in each of those categories.

### 7.1 Qualifications—Vendor Experience and Financials

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Vendors who demonstrate substantial experience with operating bike share systems and have a minimum of 10,000 bikes total in at least five distinct systems. Vendors have demonstrated excellent financial sustainability.
<i>Advantageous</i>	A rating of advantageous will be given to Vendors who demonstrate solid experience with operating bike share systems and have a minimum of 5,000 bikes total in at least three distinct systems. Vendors have demonstrated adequate financial sustainability.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Vendors who demonstrate limited experience with operating bike share systems with a minimum of 1,000 bikes. Vendors have demonstrated inadequate financial sustainability.
<i>Unacceptable</i>	A rating of unacceptable will be given to Vendors who do not demonstrate any experience operating bike share systems with a minimum of 500 bikes. Vendors have not provided any financial information.

### 7.2 Equipment, Safety & Technology

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Vendors whose technology and equipment has an exceptional capacity to withstand the rigors of four-season outdoor shared use, and incorporates most state-of-the art features. 50% or more of the proposed fleet includes electric-assist bicycles. Respondent exceeds safety requirements.
<i>Advantageous</i>	A rating of advantageous will be given to Vendors whose technology and equipment has a good capacity to withstand the rigors of four-season outdoor shared use, and incorporates many state-of-the art features. Respondent meets safety requirements.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Vendors whose technology and equipment has a questionable

capacity to withstand the rigors of four-season outdoor shared use, and incorporates some state-of-the art features. Respondent meets some safety requirements.

*Unacceptable*

A rating of unacceptable will be given to Vendors whose technology and equipment cannot withstand the rigors of four-season outdoor shared use, and does not incorporate state-of-the art features. Respondent does not meet safety requirements.

### 7.3 Service Area and System Size

Rating	Criteria
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*Highly Advantageous*

A rating of highly advantageous will be given to Vendors who will create a large, stable, regional system that has the capacity to complement mass transit. System size will exceed 1,500 bicycles within the Contract term and will cover all of the Participating Communities.

*Advantageous*

A rating of advantageous will be given to Vendors who will create a stable regional system that has some capacity to complement mass transit. System size will exceed 1,000 bicycles within the Contract term and will cover many of the Participating Communities

*Not Advantageous*

A rating of not advantageous will be given to Vendors who will create system with limited ability to complement mass transit. System size will exceed 500 bicycles within the Contract term and cover some of the Participating Communities

*Unacceptable*

A rating of unacceptable will be given to Vendors who will create system with limited ability to complement mass transit. System size is less than 500 bicycles within the Contract term and covers few of the Participating Communities. Vendor does not address equity considerations in the bicycle share system.

### 7.4 Project Plan and Timeline

Rating	Criteria
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*Highly Advantageous*

A rating of highly advantageous will be given to Vendors whose project plan and timeline enable a full or near-full system launch in summer 2018.

*Advantageous*

A rating of advantageous will be given to Vendors whose project plan and timeline enable a full or near-full system launch in fall 2018.

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<i>Not Advantageous</i>	A rating of not advantageous will be given to Vendors whose project plan and timeline does not enable a full or near-full system launch until after fall 2018.
<i>Unacceptable</i>	A rating of unacceptable will be given to Vendors whose project plan and timeline does not enable a full system launch until after spring 2019 or later.

## 7.5 Customer Service, Maintenance, and Contingency

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Vendors whose approach to operational elements is highly responsible and ensures a high service level to the public and municipalities. Customer service is offered in multiple languages beyond English and Spanish.
<i>Advantageous</i>	A rating of advantageous will be given to Vendors whose approach to operational elements is responsible and ensures an adequate service level to the public and municipalities. Customer service is offered in English and Spanish.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Vendors whose approach to operational elements is minimally responsible and ensures a minimal service level to the public and municipalities. Customer service is offered in just English.
<i>Unacceptable</i>	A rating of unacceptable will be given to Vendors whose approach to operational elements is irresponsible and does not ensure an adequate minimal service level to the public and municipalities.

## 7.6 Marketing, Sponsorship, and Advertising

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Vendors who include creative and engaging marketing strategies to encourage ridership before, during, and after system launch.
<i>Advantageous</i>	A rating of advantageous will be given to Vendors who include adequate marketing strategies to encourage ridership before, during, and after system launch.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Vendors who do not include adequate marketing strategies to encourage ridership before, during, and after system launch.

*Unacceptable* A rating of unacceptable will be given to Vendors who do not provide a marketing plan.

## 7.7 Parking

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Vendors who make use of multiple innovative strategies to ensure Participating Municipalities are equipped with adequate parking for bicycles. Vendor's parking plan includes innovative technological strategies (such as geofencing), as well as physical elements (such as bike racks and signage). Vendor's technology offers clear notification to users attempting to park bicycles outside of permitted geographic boundaries.
<i>Advantageous</i>	A rating of advantageous will be given to Vendors who make use of some innovative strategies to ensure Participating Municipalities are equipped with adequate parking for bicycles. Vendor's parking plan includes minimal technological strategies (such as geofencing), as well as physical elements (such as bike racks and signage). Vendor's technology offers some notification to users attempting to park bicycles outside of permitted geographic boundaries.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Vendors who make use of basic strategies to ensure Participating Municipalities are equipped with adequate parking for bicycles. Vendor's parking plan includes no minimal notification to users attempting to park bicycles outside of permitted geographic boundaries.
<i>Unacceptable</i>	A rating of unacceptable will be given to Vendors who do not provide any strategies to ensure Participating Municipalities are equipped with adequate parking for bicycles. Vendor's technology offers no notification to users attempting to park bicycles outside of permitted geographic boundaries.

## 7.8 Data Access & Reporting

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Vendors who demonstrate ability to provide all of the data requested in Section 4.15: Data Access and Reporting to the Participating Communities and MAPC on a regular basis.



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<i>Advantageous</i>	A rating of advantageous will be given to Respondents who demonstrate ability to provide some of the data requested in Section 4.15: Data Access and Reporting to the Participating Communities and MAPC on a regular basis.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Respondents who demonstrate ability to provide a minimal subset of the data requested in Section 4.15: Data Access and Reporting to the Participating Communities and MAPC on an as-requested basis.
<i>Unacceptable</i>	A rating of unacceptable will be given to Respondents who will not provide any data to the Participating Communities and MAPC.

## 7.9 Data Security

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Vendors who provide a recent third-party PCI security audit. Vendors offer a robust and detailed data security plan.
<i>Advantageous</i>	A rating of advantageous will be given to Vendors who provide a recent third-party PCI security audit. Vendors offer an adequate data security plan.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Vendors who provide a recent third-party PCI security audit. Vendors offer a less than adequate data security plan.
<i>Unacceptable</i>	A rating of unacceptable will be given to Vendors who do not provide a recent third-party PCI security audit and/or do not offer a data security plan.

## 7.10 Vendor Use of User Personally Identifiable Information

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents who do not resell users' personally identifiable information. Company use of user data is communicated clearly and transparently to users.
<i>Advantageous</i>	A rating of advantageous will be given to Respondents who collect and resell users' personally identifiable information, but offer a clear and transparent means for users to opt out. Sale of data is communicated clearly in the user agreement.

*Not Advantageous* A rating of not advantageous will be given to Respondents who collect and resell users' personally identifiable information and do not offer a clear and transparent means for users to opt out. Sale of data is communicated in the user agreement, but not clearly.

*Unacceptable* A rating of unacceptable will be given to Respondents who collect and resell users' personally identifiable information with no communication of such practice within the user agreement.

## 7.11 Equity

Rating Criteria

*Highly Advantageous* A rating of highly advantageous will be given to Respondents who utilize innovative and engaging strategies to address equity considerations in the bicycle share system.

*Advantageous* A rating of advantageous will be given to Respondents who offer general plan to address equity considerations in the bicycle share system.

*Not Advantageous* A rating of not advantageous will be given to Respondents who offer limited details on strategies to address equity considerations in the bicycle share system.

*Unacceptable* A rating of unacceptable will be given to Respondents who do not address equity considerations in the bicycle share system.

## 7.12 Multi-modal Interoperability

Rating Criteria

*Highly Advantageous* A rating of highly advantageous will be given to Respondents who provide interoperability and interact seamlessly with other modes of transportation, such as public transit, car sharing services, ride hailing services, and existing bike share services.

*Advantageous* A rating of advantageous will be given to Respondents who provide some interoperability and offer some additional accessibility to other modes of transportation, such as public transit, car sharing services, ride hailing services, and existing bike share services.

*Not Advantageous* A rating of not advantageous will be given to Respondents who provide minimal interoperability and

interact indirectly with other modes of transportation, such as public transit, car sharing services, ride hailing services, and existing bike share services.

*Unacceptable*

A rating of unacceptable will be given to Respondents who provide do not interoperability and do not interact with other modes of transportation, such as public transit, car sharing services, ride hailing services, and existing bike share services.

## 7.13 Operations

Rating	Criteria
--------	----------

<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents whose approach to operational elements is highly responsible and ensures a high service level to the public and municipalities. Respondent offers superior rebalancing services and has a robust local staff team. Proposal for wintertime operations is clear and thoughtful, and offers a clear management plan for weather-related emergencies.
<i>Advantageous</i>	A rating of advantageous will be given to Respondents whose approach to operational elements is responsible and ensures an adequate service level to the public and municipalities. Respondent offers some rebalancing services and has a small local staff team. Proposal for wintertime operations is sufficient, and offers an adequate management plan for weather-related emergencies.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Respondents whose approach to operational elements is minimally responsible and ensures a minimal service level to the public and municipalities. Respondent offers minimal rebalancing services and has few local operations staff. Proposal for wintertime operations is limited, and management plan for weather-related emergencies lacks detail.
<i>Unacceptable</i>	A rating of unacceptable will be given to Respondents whose approach to operational elements is irresponsible and does not ensures an adequate minimal service level to the public and municipalities. Respondent has no local staff and does not provide a proposal for wintertime operations.

## 7.14 Interviews (If Conducted)

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents who provide clear and concise responses to interview questions and/or Use Cases, and clarify any issues raised by the Evaluation Team
<i>Advantageous</i>	A rating of advantageous will be given to Respondents who provide very good responses to interview questions and/or Use Cases, and adequately clarify any issues raised by the Evaluation Team.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Respondents who provide minimal responses to interview questions and/or Use Cases, and fail to adequately clarify any issues raised by the Evaluation
<i>Unacceptable</i>	A rating of unacceptable will be given to Respondents who do not provide any responses to interview questions and/or Use Cases and do not clarify any issues raised by the Evaluation Team.

## 8. Specific Contracting Requirements – Terms and Conditions

These Terms and Conditions are hereby incorporated and annexed to the MAPC Contract. They do not represent the entire Contract. Please see Exhibit A for the MAPC Contract.

### 8.1 Contract Administration Fee and Quarterly Reporting

Vendors awarded a contract per this RFP will be required to pay to MAPC a Contract Administration Fee of 1.0 % (one percent) of the annual user revenues generated in providing bike share services to Participating Communities. MAPC may lower, but will not increase, the Contract Administration Fee at any time during the initial One year term of this Contract. MAPC reserves the right to nominally adjust the Contract Administration Fee for any extension period.

Vendors must report on a quarterly basis all revenues generated via this contract to MAPC. Quarterly Reports shall also note the one percent fees due to MAPC for that quarter. Reports shall be due within 30 days after the end of the previous fiscal quarter. After receiving said reports, MAPC will invoice Vendors after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.

### 8.2 Liquidated Damages

Failure to provide reports or payments by said due dates could result in MAPC collecting liquidated damages. Liquidated damages shall be calculated as the amount of the Vendor's annual revenues derived from the Participating Communities, divided by 12 months to determine the monthly amount, divided by the number of days of the month. The Liquidated damages shall be the daily amount multiplied by the number of days the quarterly reports were delayed by the Vendor. Liquidated damages will be calculated at the end of each Contract Term.

The Liquidated Damages equation is:

$(\text{Total Annual Revenue} \div 12 \div \text{\#of days in the month} \times \text{\# of days the Quarterly Report is delayed})$

### 8.3 Auditing

A Vendor, by submitting a proposal, grants MAPC, or its qualified agent, open and free access to all records and books of account bearing evidence of business transactions under an awarded Contract and otherwise relating to goods and services that are the subject of this Contract. Additionally, a Vendor must make available to MAPC, upon its request, copies of documentation sufficient for MAPC to determine that Vendor is in compliance with all aspects of the Contract, including placement of initial orders, on-hand inventory requirements, and other performance criteria. A Vendor shall be determined to be in compliance with the Contract when it is shown that Vendor, through its own actions, has timely met and is presently meeting all obligations as set forth in the Contract documents. MAPC will audit a Vendor's records as often as it deems necessary.

If after such audit, a Vendor is found to be not in compliance with the Contract, the Vendor shall be given a reasonable time to cure. If after such reasonable time, the Vendor has not cured and continues to be in non-compliance, the Vendor shall be considered in breach and the Contract shall be terminated pursuant to its termination provisions. Vendors agree to immediately pay MAPC any and all Contract Administration Fees unpaid and due as a result of any audit.

## 8.4 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 MAPC and the Participating Communities as insureds. Vendors shall provide MAPC with certification of such as a condition of award if requested. This insurance shall be provided at the vendors' expense and shall be in full force and effect during the full term of a Contract.

### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, s. 34 and M.G.L. c. 152 as amended.

### COMMERCIAL GENERAL LIABILITY

Personal Injury \$1,000,000 each occurrence  
\$2,000,000 aggregate

### Property Damage

\$1,000,000 each occurrence  
\$2,000,000 aggregate

### VEHICLE LIABILITY

Personal Injury \$500,000 each person  
\$1,000,000 aggregate  
Property Damage \$300,000

## 8.5 False Representations

Pursuant to Massachusetts General Laws Chapter 266, Section 67A, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the Commonwealth of Massachusetts.

## 8.6 Publicity and News Releases

The selected Vendor shall not make any pronouncements or news releases pertaining to this solicitation for proposals, the award of a Contract, or interim and final work products without the prior written approval of MAPC. Vendor will be required to develop a shared marketing strategy with MAPC and Participating Communities.

## 8.7 Intellectual Property

Awarded Vendors will retain all right, title and interest in and to all Property developed by it, i) for clients other than Participating Communities, 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 Awarded Vendors in connection with such work. The Participating Communities acknowledge that its possession, installation or use of Vendor Property will not transfer to in any title so such Property.

All data derived from Awarded Vendors' deliverables shall remain, at all times during and after the term of an Agreement, data owned by Participating Communities. At no time shall ownership of data

derived from the Awarded Vendors' deliverables pass to the Awarded Vendors. Awarded vendors shall provide Participating Communities a royalty free, perpetual, worldwide, non-transferable, irrevocable license to have, make, use, transmit, modify and create work based upon the Awarded Vendors' Property in any media now known or hereafter known, but only to the extent reasonably necessary for Participating Communities exploitation of the deliverables developed under an Agreement entered into as a result of this procurement.

Any Awarded Vendors' deliverables that contain or will contain any third-party intellectual property to which Awarded Vendors intend to provide a sublicense, must provide sublicense agreements prior to execution of an AGREEMENT. All sublicenses must be included in the Vendors' Price Proposal. If the requirement to utilize sublicensed intellectual property is not known at the outset of the Agreement, the sublicense agreement must be provided as soon as the requirement becomes known.

## 8.8 Failure to Perform as Operationally Required

Awarded Vendors acknowledge and agree that in the event that it fails to continue services under this Agreement for any period in excess of one week (unless so authorized in writing by the Participating Communities) the Participating Communities shall contact the Awarded Vendor in writing, regarding the service failure. In the event that the Awarded Vendor fails to cure the operational deficiency within 48 hours of such notice, all bikes or materials that were owed by the Awarded Vendor and remain on the property of the Participating Communities, will be forfeited by the Awarded Vendor and they will automatically become the property of the Participating Communities to dispose of as they individually choose.

## 8.9 Non-Exclusive Rights

Awarded Vendors understand and agree that any Contract entered into with MAPC as a result of this RFP is non-exclusive. MAPC retains the right to offer similar contracting opportunities to multiple qualifying Vendors.

## 8.10 Marketing, Advertising, and Sponsorship

Vendors must provide 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 targeted outreach strategies to promote the system. Any advertising on the system equipment or on the system website or mobile application must meet the requirements set forth in the Contract. Vendors marketing, advertising, and sponsorship packages must comply with all state and local advertising regulations and the requirements set forth in the MAPC Contract.

All marketing or sponsorship must comply with the following limitations:

- a. Vendor may not display or in any way demonstrate any paid or unpaid sponsorship that would endorse the use of or access to:
  - i. Tobacco; firearms; profanity; violence; unlawful goods or services; obscenity or nudity; prurient sexual suggestiveness; political campaign speech; commercial speech; or, any false or misleading statements.
  - ii. Any sponsorship or marketing may not imply endorsement by the MAPC or the Participating communities without their express written consent.

## 8.11 Miscellaneous

Where a conflict in requirements is apparent between the Terms and Conditions and the Specifications, the Specifications shall control.



## 9. General Bid Submission Requirements

### 9.1 How to Submit Technical Proposals

Competitive proposals for the goods and services specified will be received by MAPC, at the above specified location, until the time and date cited. Faxed or emailed submissions will not be accepted. Proposals must be in the actual possession of MAPC on or prior to the exact time and date indicated above according to MAPC's 6th floor reception area clock. Late proposals will not be considered. Vendors must submit all materials requested in accordance with the requirements of this RFP and in the order and format requested in order to be considered complete and responsive. Vendors whose proposals are complete and meet Minimum Quality Requirements will have their proposals reviewed. Meeting Minimum Quality Requirements does not mean that a vendor will be selected for the project.

M.G.L. c. 30B §6(b)(3) requires the separate submission of price. Do not make reference to price in the Technical Proposal. Failure to adhere to this requirement could result in disqualification.

Proposals must include the following:

1. One original price proposal and one electronic copy of the price proposal on a CD/DVD or USB memory stick in a sealed envelope clearly marked with the words: "MAPC 2018 No Cost Regional Bike Sharing System – Price Proposal" as well as the Vendor's name. Please use the Price Proposal page provided in this RFP.
2. One original technical proposal, six hard copies, and one electronic copy of the technical proposal on a CD/DVD or USB memory stick in a sealed envelope or box clearly marked with the words: "MAPC 2018 No Cost Regional Bike Sharing System – Technical Proposal" as well as the Vendor's name.
3. Vendors MUST submit all required documents, forms, and materials as instructed in this RFP in the order and format specified and meet the Minimum Quality Requirements in order to be considered responsive. Proposals of the Vendors who have done so will be evaluated, but are not guaranteed a Contract.
4. All Proposals MUST contain all originally completed and signed Forms provided in this RFP. Faxed or emailed pages will not be considered. The Proposal document MUST be submitted with original ink signatures by the person authorized to sign the Proposal (blue ink is preferred).
5. Proposals MUST be signed by a duly authorized officer(s) eligible to sign Contract documents for the firm. Proof of such authorization must be included.
6. The Proposal MUST indicate the responsible entity, which must also be the signatory on all documents.
7. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual duties rest solely with one contractor or one legal entity which shall assume liability for failure to perform. Notwithstanding the prior statement, Vendors should be aware that joint and several responsibility and liability will attach to any resulting Contract and failure of one party in a consortium, joint venture, or team to perform will not relieve the other party or parties of total responsibility for performance.
8. Erasures, between the lines insertions or other modifications to a proposal MUST be clearly understandable to the MAPC Evaluation Committee, and be initialed in original ink by the authorized person signing the offer.

9. It is the responsibility of all Vendors to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be weighed as such in the evaluation phase.
10. Since all or a portion of the successful RFP response may be incorporated into any ensuing Contract, all prospective Vendors are further cautioned not to make claims or statements that cannot be subsequently included in a legally binding agreement. In all cases where a Vendor offers a product or service, including, but not limited to warranty, that exceeds any standards or specifications or requirements set out in this RFP, such offers will be considered binding obligations requiring p
11. Proposals must include the unaltered signed forms provided in this RFP.

## 9.2 Technical Proposal Preparation Requirements

Technical Proposals must be submitted in the following required format:

- Sections must be separated using tabbed divider pages.
- Tabbed divider pages must be labeled with the required tab headings.
- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable the evaluation of the proposals against the Evaluation Criteria.
- Emphasis should be on completeness and clarity of the content. Special bindings, colored displays, promotional materials, etc., are not necessary or desired.

Technical Proposals must be divided into the following tabbed sections:

- Tab 1 – Introduction
- Tab 2 – Minimum Quality Requirements
- Tab 3 – Warranties
- Tab 4 – Technical Matrix

### *Tab 1 - Introduction*

In Tab 1 of their Technical Proposals, Vendors must submit a Cover Letter and complete and submit the unaltered signed forms provided in Section 10 of the RFP in the following order:

- Cover Letter (template provided in Section 10.1)
- Proposal Signature Page
- Certificate of Non-Collusion

- Certificate of Tax Compliance
- Conflict of Interest Certification
- Certificate of Compliance with M.G.L. c. 151B
- Certificate of Non-Debarment
- Additional Certifications

Vendor must also provide the following additional information:

- Certificate of Authority – Corporate (if applicable)
- IRS Form W9
- List of subcontractors with full contact information (if applicable)

#### *Tab 2 – Minimum Quality Requirements*

Vendors must meet certain Minimum Quality Requirements in order to be considered for further evaluation and contract award under this RFP.

In Tab 2 of their Technical Proposals, Vendors must complete and submit the “Minimum Quality Requirements Form” provided in Section 3 of the RFP. Vendors must provide evidence and attestation supporting their ability to meet each of the Minimum Quality Requirements.

The Minimum Quality Requirements include three (3) references. For each Vendor, MAPC will solicit references at random from this list. MAPC will make two attempts, one day apart, to engage references and other listed customers via telephone, and will pursue the entirety of the list until at least three responses have been recorded.

For each Vendor, MAPC will solicit references at random from this list. MAPC will make two attempts, one day apart, to engage references and other listed customers via telephone, and will pursue the entirety of the list until at least three responses have been recorded.

References will be asked to rate the Vendor in regard to:

- Customer service
- Quality and workmanship of the delivered equipment
- Quality and promptness of any warranty and non-warranty service performed
- Willingness to work with clients to resolve issues and address problems promptly
- Other material information offered by the reference

MAPC, or its designee, will evaluate the responses and make a determination that a Vendor is either “Responsible” or “Not Responsible” with regard to References.

MAPC reserves the right to perform whatever additional due diligence they deem necessary to determine that the Vendor is responsible including, but not limited to, acting as their own reference.

Failure to respond affirmatively to any of the quality requirements, or providing a qualifying statement will result in rejection of the proposal.

#### *Tab 3 - Warranties*

In Tab 3 of their Technical Proposals, Vendors must provide complete standard manufacturers’ warranty information for all products for which Vendor is submitting a proposal. Include information on extended manufacturer’s warranties that Vendor also offers.

#### *Tab 4 – Technical Matrix*

In Tab 4 of the Technical Proposal, Vendors must respond to the questions detailed in Section 5: Vendor Technical Questions by completing the Technical Matrix found in Exhibit D. Responses in this spreadsheet will be used to both confirm required specifications and determine proposals’ advantageousness based on specified Evaluation Criteria. In order to respond to this RFP, the spreadsheet must be filled out with answers in the format noted for each row: either yes/no, short answer, or attachment. Answer N/A for specifications that do not apply to Vendor’s product. All specifications are required unless otherwise noted; if answering NO to a required specification, Vendor must explain how requirement will be met in an alternative way, or provide a plan and timeline for meeting the requirement. An electronic, editable version will also be provided; submissions must include this information in an editable electronic format.

### 9.3 Price Proposal Preparation

Price Proposals must be submitted in the following required format.

- Sections must be separated using tabbed divider pages.
- Tabbed divider pages must be labeled with the required tab headings.

Price Proposals must be divided into the following tabbed sections:

- Tab 1 – Introduction
- Tab 2 – Pricing Matrix

#### Tab 1 - Introduction

In Tab 1 of their Price Proposals, Proposers must provide the following required form provided in this RFP:

- Price Proposal Signature Page

#### Tab 2 – Pricing

In Tab 2 of their Price Proposals, Proposers must provide a printed version of the Pricing Matrix spreadsheet provided in Exhibit E. Vendors should indicate N/A for customer pricing structures that are not offered in this bid.

**Note: Vendors are encouraged to add additional features and options to the Pricing Pages. To do so, Vendors must add those items to the Pricing Pages within the MS Excel compatible spreadsheet. Those items listed on the Pricing Pages that Vendors do not offer should either be deleted from the Pricing Pages, or “N/A” (Not Applicable) may be inserted in the price column. Vendors may not substitute any Pricing Pages. Any submitted Pricing Pages that are not in conformity with this bid requirement will be cause for bid disqualification**

### 9.4 Order of Submission and Required Signed Documents

All Required documents are provided in Section 10 of this RFP.

Proposals must be submitted and identified as listed below in the following order divided by separate and clearly identified tabs:

#### Section 1 - Introduction

(In this Section, Vendor must complete and submit the required forms provided in the RFP in the following order:

1. Cover Letter (template to be typed on Vendor's letterhead)
2. Proposal Signature Page
3. Certificate of Non-Collusion
4. Certificate of Tax Compliance
5. Conflict of Interest Certification
6. Certificate of Compliance with M.G.L. c. 151B
7. Certificate of Non-Debarment
8. Additional Certifications
9. Right to Know Law Page
10. A list of subcontractors with full contact information

## 9.5 Additional Proposal Information

The following requirements and cautions apply to all proposals and all forms:

1. Proposals must be signed by a duly authorized officer(s) eligible to sign Contract documents for the firm. Proof of such authorization must be included.
2. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
3. The Proposal must indicate the contracting entity, which must also be the signatory on all documents.
4. Contractors should be aware that joint responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

## 10. Required Forms

### 10.1 Cover Letter

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

Kasia Hart  
Metropolitan Area Planning Council  
60 Temple Place, 6th Floor Boston,  
MA 02111

Re: RFP#: MAPC 2018 Parking Meters

Dear Ms. Hart,

In response to your Request for Proposals (“RFP”), we [insert name of Vendor] (“the Vendor”) hereby submit our Proposal to provide a Regional Bike Sharing System to the Metropolitan Area Planning Council (“MAPC”) and the municipalities of: Arlington, Bedford, Belmont, Chelsea, Everett, Lexington, Malden, Medford, Melrose, Milton, Needham, Newton, Revere, Waltham, Watertown and Winthrop. We offer the following commitments and representations to Metropolitan Area Planning Council and the listed municipalities: The undersigned is authorized to submit this Proposal on behalf of the Vendor and to bind the Vendor to its terms. We have fully reviewed the RFP and any and all addenda thereto, and we fully understand the scope and nature of the RFP and contractual arrangements for which Responses are being requested.

Our Proposal has been prepared and is being submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the response to this RFP. Neither the Vendor nor any of its employees or representatives is currently suspended or debarred from doing business with any governmental entity.

Neither the Vendor, nor any of its employees or representatives is currently the subject of or party to a Massachusetts public employee conflict of interest action or investigation.

The Vendor is not a party to any pending or current litigation that might adversely affect its performance on this project.

The Vendor has not filed for bankruptcy protection in the last seven years. If the Vendor has filed for bankruptcy protection in the last seven years, the Vendor must describe the circumstances that led to the filing, the ultimate disposition of the matter, the current situation and substantial, detailed evidence of the Vendor's financial ability to complete this project if selected.

The Vendor has no business dealings with countries or organizations that fund or support terrorist activities anywhere in the world.

We certify that all of the information provided in our Proposal is true and accurate and MAPC may rely on such information in the evaluation of our Proposal. We have read and understand the evaluation criteria in the RFP. We accept that MAPC reserves the right to waive informalities and to reject in whole or in part any or all Proposals. We accept that the MAPC Evaluation Committee

reserves the right to select the Proposals that they view as the most advantageous on the basis of the evaluation criteria listed in the RFP.

We agree to take full responsibility for all costs of preparing this Proposal. We waive any and all claims against MAPC and Participating Communities their subdivisions, their employees, representatives, agents, and members related to the cost of preparing, submitting and having MAPC review and evaluate this Proposal.

We have read and understand the product requirements and standards specified in this RFP, and certify that any and all equipment offered in response to this RFP meet or exceed those requirements and standards.

Sincerely,

[Insert name of Vendor]

By: [Insert signature of authorized representative]

[Print or Type Name of authorized representative]

[Street Address]

[City, State, Zip]

[Telephone]

[E-Mail]

[Date]



## 10.2 Proposal Signature Page

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Street

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

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

Authorized Agent of the Contractor:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name (If a corporation, attach certificate of vote or

\_\_\_\_\_

apply corporate seal here)

Title

\_\_\_\_\_

Date

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

### 10.3 Certificate of Non-Collusion

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

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

Authorized Agent of the Vendor:

_____	_____
Signature (blue ink please)	Name (as used for tax filing)
_____	_____
Printed Name	SS# or Federal ID#
_____	_____
Title	Date

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

## 10.4 Certificate of Tax Compliance

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

Authorized Agent of the Vendor:

_____	_____
Signature (blue ink please)	Name (as used for tax filing)
_____	_____
Printed Name	SS# or Federal ID#
_____	_____
Title	Date

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

## 10.5 Conflict of Interest Certification

The Vendor hereby certifies that:

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

Authorized Agent of the Vendor:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

10.6 Certificate of Compliance with M.G.L. c. 151B

The Vendor hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) c. 151B and shall not discriminate on any prohibited basis outlined therein. The Vendor also hereby certifies that it shall comply with any and all applicable Commonwealth of Massachusetts Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Authorized Agent of the Vendor:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

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

### 10.7 Certificate of Non-Debarment

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

Authorized Agent of the Vendor:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

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

## 10.8 Additional Certifications

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

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

Authorized Agent of the Vendor:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

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

## 10.9 Right to Know Law Page

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

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

Authorized Agent of the Vendor:

\_\_\_\_\_

Signature (blue ink please)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

SS# or Federal ID#

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



## 10.10 Price Proposal Page

The undersigned proposes to provide products and services to the Metropolitan Area Planning Council in accordance with my response to the Request for Proposals (RFP) cited above. The Price Proposal attached to this page includes all products and services offered in my Technical Proposal per the terms and specifications stated in the RFP and incorporated into the Technical Proposal. The prices offered are guaranteed not to change except as permitted by the terms and conditions of the RFP and the signed contract. The prices offered account for all charges to be expected by Participating Communities. No other charges will be invoiced to Participating Communities under this Proposal and any resulting contract.

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

Authorized Agent of the Vendor:

\_\_\_\_\_  
Signature (blue ink please)  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

## 11. Exhibit A: Sample Contract

The following pages contain a sample contract that MAPC will enter into with the selected Vendor(s).

Please note that no changes, alterations or modifications of the Contract shall be permitted or deemed acceptable without the express written consent of MAPC.

**SAMPLE** CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

**INSERT VENDOR'S NAME**

This AGREEMENT, dated \_\_\_\_\_, is made and entered into by and between the Metropolitan Area Planning Council [herein referred to as "MAPC"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office located at 60 Temple Place, Boston, Massachusetts 02111, and . <Insert Vendor's Correct Legal Name> [hereinafter referred to as "Vendor"], with its principal office located at < Vendor's Address>. MAPC is acting as the collective purchasing agent for the municipalities of: Arlington, Bedford, Belmont, Chelsea, Everett, Lexington, Malden, Medford, Melrose, Milton, Needham, Newton, Revere, Waltham, Watertown and Winthrop. Such collective purchasing has been accomplished pursuant to M.G.L. c.7, Sections 22B and 30B of the Massachusetts General Laws and without liability to MAPC.

RECITALS

WHEREAS, MAPC has, on behalf of the above named Participating Communities, has conducted a collective procurement to enable Participating Communities to engage the Vendor to implement a Regional Bike Sharing System (RFP # MAPC 2018 Regional Bike Sharing System ("RFP")).

WHEREAS, Vendor's proposal has been evaluated and determined to be responsible, responsive, and advantageous by the MAPC Evaluation Team to provide A Regional Bike Sharing Systems to Participating Communities ; and,

NOW THEREFORE, in consideration the mutual covenants set forth herein and for other *good and valuable consideration*, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

TERMS AND CONDITIONS

Article I

General Description of the Work and Vendor Services

1. Pursuant to the Terms and Conditions of this AGREEMENT, the Request for Proposals ["RFP"] – RFP # MAPC 2018 Regional Bike Sharing System attached as Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached as Exhibit C; MAPC hereby authorizes Participating Communities to engage the Vendor to provide a Regional Bike Sharing System to Participating Communities.

2. The Vendor will provide the goods and/or services as described in the RFP and its response thereto and Vendor will, if required by Participating Communities, negotiate a Scope of Work.
3. There shall be no amendment to this AGREEMENT without the express written approval of MAPC.
4. The Vendor represents and warrants to MAPC as follows:
  - i. That it, and all its personnel (whether employees, agents or independent Contractors) are qualified and duly licensed as required by Massachusetts state law and/or local municipal code to provide services and/or goods required by this AGREEMENT.
  - ii. That it further agrees to perform, or have performed by a third party all services, including any manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
  - iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
  - iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

## Article II

### Performance of the Vendor

5. In the performance of services under this AGREEMENT, the Vendor acts at all times as an independent contractor. There is no relationship of employment or agency between MAPC, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent Vendor relationship.
6. The Vendor agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit E and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ["RFP"] – RFP No. attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit C, The Vendor agrees that it may not use subcontractors not named in Exhibit E without the prior written consent of Participating Communities, which consent will not unreasonably be withheld.
7. Vendor agrees that it will meet with MAPC quarterly (or a lesser period of time as determined by MAPC) to discuss the status of any implementation and review any concerns. Such meeting can be either in person at the MAPC office, or it may be conducted remotely. Vendor shall prepare a written status report and send such written report to MAPC FOUR (4) business days in advance of the meeting.

Article III

Time of Performance

8. Time shall be of the essence in relation to Vendor's performance under this AGREEMENT. Vendor shall complete performance as promised in its Technical Proposal and or any other Municipal Agreement or Municipal Scope of Work...Reasonable extensions shall be granted by Participating Communities at the written request of the Vendor, provided the justifying circumstances are documented by and are beyond the reasonable control of Vendor and without fault of Vendor. In the event of such an extension, all other Terms and Conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

Article IV

Revisions in the Work to Be Performed

9. If during the Vendor's Time of Performance, Participating Communities requires revisions or other changes to be made in the scope or character of the work to be performed, Participating Communities will promptly notify Vendor in writing
10. Participating Communities will neither unreasonably request revisions nor will it unreasonably withhold final acceptance of delivered products.

Article V

Term of AGREEMENT

11. The term of this AGREEMENT shall commence upon execution by MAPC, and it will continue for One (1) year until \_\_\_\_\_, 2019, or until otherwise terminated as provided by this AGREEMENT or the RFP, or as extended by MAPC. There are Four (4) One (1) year extensions, each of which shall be exercised solely by MAPC. The full Term of this AGREEMENT shall not to exceed Five (5) years.<sup>5</sup> Any extensions exercised by MAPC shall be made in writing, which extension shall become annexed to and incorporated into this AGREEMENT as a revised Term.
12. All Terms and Conditions of: This AGREEMENT and any amendments thereof; the RFP; Vendor's Proposal and any amendments thereof, shall remain in full force and effect during the entire Term of this AGREEMENT and any extensions thereto.

Article VI

Contract Administration Fee and Quarterly Reporting

13. Vendors awarded a contract per this RFP will be required to pay to MAPC a Contract Administration Fee of 1.0 % (one percent) of the annual user revenues generated in providing bike share services to Participating Communities. MAPC may lower, but will not increase, the Contract Administration Fee at any time during the initial One year term of this Contract. MAPC reserves the right to nominally adjust the Contract Administration Fee for any extension period.
14. Vendors must report on a quarterly basis all revenues generated via this contract to MAPC. Quarterly Reports shall also note the one percent fees due to MAPC for that quarter. Reports shall be due within 30 days after the end of the previous fiscal quarter. After receiving said reports, MAPC will invoice Vendors after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.

#### Article VII

##### Liquidated Damages

15. Failure to provide reports or payments by dates agreed to by MAPC and the Vendor shall give rise to MAPC's election to collect liquidated damages. Liquidated damages shall be calculated as the amount of the Vendor's annual revenues derived from the Participating Communities, divided by 12 months to determine the monthly amount, divided by the number of days of the month. The Liquidated damages shall be the daily amount multiplied by the number of days the quarterly reports were delayed by the Vendor. Liquidated damages will be calculated at the end of each Contract Term.

The Liquidated Damages Equation is calculated as:

(Total Annual Revenue ÷ 12 ÷ #of days in the month x # of days the Quarterly Report is delayed)

#### Article VIII

##### Auditing

16. A Vendor, by submitting a proposal, grants MAPC, or its qualified agent, open and free access to all records and books of account bearing evidence of business transactions under an awarded Contract and otherwise relating to goods and services that are the subject of this Contract. Additionally, a Vendor must make available to MAPC, upon its request, copies of documentation sufficient for MAPC to determine that Vendor is in compliance with all aspects of the Contract, including placement of initial orders, on-hand inventory requirements, and other performance criteria. A Vendor shall be determined to be in compliance with the Contract when it is shown that Vendor, through its own actions, has timely met and is presently meeting all obligations as set forth in the Contract documents. MAPC will audit a Vendor's records as often as it deems necessary. If after such audit, a Vendor is found to be not in compliance with the Contract, the Vendor shall be given a reasonable time to cure. If after such reasonable time, the Vendor has not cured and continues to be in non-compliance, the Vendor shall be considered in breach, and the Contract shall be terminated pursuant to its termination provisions. Vendors agree to immediately pay MAPC any and all Contract Administration Fees unpaid and due as a result of any audit.

Article IX

False Representations

17. Pursuant to Massachusetts General Laws Chapter 266, Section 67A, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the Commonwealth of Massachusetts.

Article XX

Publicity and News Releases

18. The selected Vendor shall not make any pronouncements or news releases pertaining to this solicitation for proposals, the award of a Contract, or interim and final work products without the prior written approval of MAPC. Vendor will be required to develop a shared marketing strategy with MAPC and Participating Communities.

Article XXI

Intellectual Property

19. Awarded Vendors will retain all right, title and interest in and to all Property developed by it, i) for clients other than Participating Communities, 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 Awarded Vendors in connection with such work. The Participating Communities acknowledge that its possession, installation or use of Vendor Property will not transfer to in any title so such Property.
20. All data derived from Awarded Vendors' deliverables shall remain, at all times during and after the term of an Agreement, data owned by Participating Communities. At no time shall ownership of data derived from the Awarded Vendors' deliverables pass to the Awarded Vendors. Awarded vendors shall provide Participating Communities a royalty free, perpetual, worldwide, non-transferable, irrevocable license to have, make, use, transmit, modify and create work based upon the Awarded V Property in any media now known or hereafter known, but only to the extent reasonably necessary for Participating Communities exploitation of the deliverables developed under an Agreement entered into as a result of this procurement.
21. Any Awarded Vendors' deliverables that contain or will contain any third-party intellectual property to which Awarded Vendors intend to provide a sublicense, must provide sublicense agreements prior to execution of an AGREEMENT. All sublicenses must be included in the Vendors' Price Proposal. If the requirement to utilize sublicensed intellectual property is not known at the outset of the Agreement, the sublicense agreement must be provided as soon as the requirement becomes known.

Article XXII

Failure to Perform as Operationally Required

22. Awarded Vendors acknowledge and agree that in the event that it fails to continue services under this Agreement for any period in excess of one week (unless so authorized in writing by the Participating Communities) the Participating Communities shall contact the Awarded Vendor in writing, regarding the service failure. In the event that the Awarded Vendor fails to cure the operational deficiency within 48 hours of such notice, all bikes or materials that were owed by the Awarded Vendor and remain on the property of the Participating Communities, will be forfeited by the Awarded Vendor and they will automatically become the property of the Participating Communities to dispose of as they individually choose.

Article XXIII

Non-Exclusive Rights

23. Awarded Vendors understand and agree that any Contract entered into with MAPC as a result of this RFP is non-exclusive. MAPC retains the right to offer similar contracting opportunities to multiple qualifying Vendors.

Article XXIV

Marketing, Advertising, and Sponsorship

24. Vendors must provide 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 targeted outreach strategies to promote the system. Any advertising on the system equipment or on the system website or mobile application must meet the requirements set forth in the Contract. Vendors marketing, advertising, and sponsorship packages must comply with all state and local advertising regulations and the requirements set forth in the MAPC Contract.
25. All marketing or sponsorship must comply with the following limitations:
- i Vendor may not display or in any way demonstrate any paid or unpaid sponsorship that would endorse the use of or access to:
  - ii Tobacco; firearms; profanity; violence; unlawful goods or services; obscenity or nudity; prurient sexual suggestiveness; political campaign speech; commercial speech; or, any false or misleading statements.
  - iii Any sponsorship or marketing may not imply endorsement by the MAPC or the Participating communities without their express written consent.

Article XXV



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Vendor User Agreement

26. Prior to Contract execution, Vendor shall submit to MAPC a copy of its intended User Agreement (Agreement by and between the Vendor and the bike purchaser (“End User”). MAPC shall review the Agreement for its compliance with this Agreement and all documents incorporated herein. MAPC shall, within a reasonable time, review the User Agreement and respond to the Vendor regarding its approval or revisions in accordance with the Terms and Conditions herein. Such approved User Agreement shall be incorporated into this Agreement as an Exhibit.

Article XXVI

Assignment

27. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article XXVII

Indemnification

28. Vendor agrees to indemnify and save MAPC and Participating Communities harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by Vendor (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of Vendor. Vendor shall reimburse MAPC and Participating Communities for any and all costs, damages, and expenses including reasonable attorney's fees which MAPC and Participating Communities pay, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC and Participating Communities expressed or not expressed in the RFP and with respect to this AGREEMENT.

Article XXVIII

Insurance

29. Before performing under this AGREEMENT, the Vendor shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the RFP and provide written documentation of such in the form specified in the RFP prior to the execution of this AGREEMENT.
30. The Vendor shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XXIX

Termination of Agreement

31. Either MAPC or the Vendor may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.
32. MAPC shall have the right to terminate this AGREEMENT for its convenience and without penalty upon fourteen (14) calendar days of written notice.
33. MAPC shall have the right to terminate this AGREEMENT immediately in the event that MAPC, in its exclusive right, determines that there has been a breach of security with regards to Personally Identifiable Information or Credit Card Data. MAPC shall bear no liability to Vendor if it is ultimately determined that no breach occurred.
34. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:
35. MAPC shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of any termination.
36. The Vendor shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

Article XXX

Negotiation in the Event of Disputes

37. In the event of an unresolved dispute between Participating Communities and Vendor, Participating Communities reserve the right to submit a written request to MAPC to work with the parties to resolve the dispute. Pursuant to this AGREEMENT, Vendor is required to participate in good faith in such dispute resolution. The Participating Communities and Vendor would submit its positions in writing to MAPC. MAPC shall apply best efforts to

resolve disputes in a fair and reasonable manner. Such efforts shall include remote or in person meeting with either or both of the parties. Participation in dispute resolution does not obviate the parties' ability to seek any legal remedies after MAPC has been given TWO (2) weeks to attempt to facilitate issue resolution. Such resolution must be mutually agreed to in writing by the parties. MAPC will not be a party to any resolution nor will it become liable for any issue resolution between the parties.

Article XXXI

Order of Precedence

38. The provisions of the RFP and the Vendor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following order of Precedence:

- Highest Priority: Amendments to Contract (if any)
- Second Priority: Contract
- Third Priority: Addenda to the RFP (if any)
- Fourth Priority: RFP
- Fifth Priority: Vendor's Proposal

Article XXXII

Severability

39. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XXXIII

Governing Law and Jurisdiction

40. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. MAPC, Vendor, and Buyer agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

Article XXXIV

Notice

41. Except as otherwise expressly provided in this AGREEMENT, any decision or action by MAPC relating to this AGREEMENT, its operation, or termination, shall be made only by MAPC or its designated representative identified in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For MAPC and Participating Communities identified herein:

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

For the **VENDOR**:

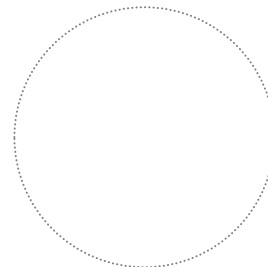
X \_\_\_\_\_  
\* Signature

\_\_\_\_\_  
\* Date

\_\_\_\_\_  
\* Title

\_\_\_\_\_  
\* Name

\* Affix Corporate Seal  
(or mark "n/a")





## 12. Exhibit B: Vendor Subcontractors

### Subcontractors

- 1.

## 13. Exhibit C: Other Documents

Other Documents:

1. Insurance Guarantee(s)\_\_(to be provided for Contract execution)

## 14. Exhibit D: Technical Matrix

QUESTION ID	QUESTION FORMAT	REQUIRED RESPONSES (unless marked as OPTIONAL)	VENDOR TECHNICAL QUESTIONS	RESPONSE
			<b>5.1. PROJECT VISION</b>	
5.1	Short Answer		Describe your overall vision for the proposed bike share system.	
			<b>5.2. QUALIFICATIONS</b>	
5.2	Short Answer		Describe your organization's experience and qualifications, including:	
5.2.1	Short Answer		Number of systems and bikes worldwide and in North America	
5.2.2	Short Answer		Biographies and qualifications of lead team members	
5.2.3	Short Answer		An organization chart reflecting the entire company as well as the local team	
5.2.4	Short Answer		Length of corporate operation	
5.2.5	Short Answer		Major sources of financing	
5.2.6	Short Answer		Related or ancillary business operations beyond bicycle share systems	
			<b>5.3. FINANCIAL CAPACITY</b>	
5.3.1	Short Answer		Describe your organizations financial and capital resources, including identifying parent owned company that allow you to deliver on your proposed plan and respond to unexpected challenges	
5.3.2	Short Answer		Describe your ability to provide the required number of bicycles necessary to serve all of the Participating Communities	



5.4. TIMELINE			
N/A	N/A		Please provide a timeline of milestones for implementation of the bike share system, covering the following three timeframes, for each Participating Community (see Table 1 below):
5.4.1	Short Answer		System launch
5.4.2	Short Answer		The first three months of operation
5.4.3	Short Answer		The remainder of the first year of operation
5.4.4	Short Answer		Any extension term, assuming contract extension through those time periods
5.4.5	Short Answer		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
5.4.6	Short Answer		Please note the steps you will take to involve the Participating Communities before and during the system launch, as well as after system implementation
5.4.7	Short Answer		Please describe how you will comply with local regulations around helmets (Please see Section 4.3: Helmets)
5.5. SERVICE AREA & SYSTEM SIZE			
5.5.1	Short Answer		Please include a minimum number of bikes guaranteed to be in each Participating Community's service area at least once per day (see Table 1 below)
5.5.2	Short Answer		Provide any information on your need for exclusivity and your ability to operate in the same municipal boundaries for other vendors.
5.5.3	Short Answer		Describe your ability to scale the system size in response to changing user demand.

		<b>5.6. MULTI-MODAL INTEROPERABILITY</b>	
5.6.1	Short Answer		Please describe your ability 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.
5.6.2	Short Answer		Describe your plan to address bikes entering/exiting your service area and the Hubway service area, and discuss how users will be notified of the rules regarding operations in the Hubway system communities (e.g., posting on the bicycles, website, mobile app).
		<b>5.7. EQUITY</b>	
5.7	Short Answer		Please describe your approach to equity consideration in the bike share system. Describe whether you offer the following features:
5.7.1	Y/N		Method to ensure a certain percentage of bicycles are regularly available in low-income neighborhoods
5.7.2	Y/N		Users can access system without use of a smartphone or other similar technology
5.7.3	Y/N		Users can access system without use of credit card/debit card (ie: can make cash payments)
5.7.4	Short Answer		Any other features of the system that serve low-income communities?

5.8. EQUIPMENT & TECHNOLOGY			
5.8.1	Short Answer/Attachment		Please describe in detail the equipment specifications and 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.
N/A	N/A		Please describe the following:
5.8.2	Short Answer		Description of renting and locking/unlocking a bicycle
5.8.3	Short Answer		Mobile application services provided
5.8.4	Short Answer		Bicycle reservation services provided
5.8.5	Short Answer		Geofencing and virtual station capabilities
5.8.6	Short Answer		Use of GPS, RFID, and NFC technology
5.8.7	Short Answer		Please note whether you make use of any propriety parts to help deter equipment theft and vandalism
5.9 MAINTENANCE			
5.9.1	Short Answer		Your regular system maintenance schedule, including your plan for bicycle replacement (as necessary).
5.9.2	Short Answer		Your method for addressing unanticipated maintenance issues

5.10 PARKING			
5.10.1	Short Answer		Describe your plan and approach to parking bicycles and note your ability to commit to the conditions required in Section 4.12
5.10.2	Short Answer		Please provide a description of the technology and equipment you intend to utilize to manage bicycle parking
	N/A		Please describe how you intend to use the following parking management technology and equipment:
5.10.3	Short Answer		Virtual stations (created via geofencing and other means)
5.10.4	Short Answer		Physical docking stations
5.10.5	Short Answer		Bike racks
5.10.6	Short Answer		Map of desired parking locations available on mobile app
5.10.7	Short Answer		Locking mechanisms that allow bicycles to be locked to fixed/stationary objects
5.10.8	Short Answer		Describe any other parking management technology and equipment you utilize that is not noted above.
5.10.9	Short Answer		Please describe how you will instruct customers to park properly
5.10.10	Short Answer		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.
5.10.11	Short Answer		Please describe your plan for moving bicycles that are parked incorrectly and your ability to comply with the parking regulations detailed in Section 4.12
5.11 CUSTOMER SERVICE			
5.11.1	Short Answer		Please describe your customer service plan, including the following:
5.11.2	Short Answer		Hours of operation

5.11.3	Short Answer		Average wait time for live phone and email response	
5.11.4	Short Answer		Languages provided	
5.11.5	Short Answer		Explain how customers can communicate maintenance issues, how you will respond, and your timeframe for response.	
5.11.6	Short Answer		Explain how you will communicate to users who regularly violate bicycle parking rules or otherwise misuse the system.	
			<b>5.12 OPERATIONS</b>	
5.12	N/A		Please describe the following:	
5.12.1	Short Answer		Number of local staff and full-time employees (FTEs) and note their responsibilities	
5.12.2	Short Answer		Hours of service	
5.12.3	Short Answer		Local warehouse facilities	
5.12.4	Short Answer		Service level commitments	
5.12.5	Short Answer		Please describe the frequency and nature of your rebalancing service	
5.12.6	Short Answer		Please explain how you will ensure that bikes remain generally available in areas of high customer demand, rather than becoming concentrated in a relatively small number of locations	
5.12.7	Short Answer		Please describe your intent to remain in operation during the wintertime months	
5.12.8	Short Answer	OPTIONAL	If intending to operate in the winter, 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	Short Answer		Please describe how you will coordinate with existing issue reporting processes in the Participating Communities, and what method of contact you will provide other municipalities that need to report issues.	

			<b>5.13 MARKETING, ADVERTISING, AND SPONSORSHIP</b>	
5.13.1	Short Answer		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.	
5.13.2	Short Answer		Describe plans to secure additional non-ride related revenues such as sponsorship and advertising, etc.	
5.13.3	Attachment	OPTIONAL	If you are pursuing sponsorship or advertising, please show sample station and/or bike with sponsorship and advertising placements, or digital advertisements via your website or mobile application.	
5.13.4	Short Answer		Please include estimated percentage of total revenue from all sources you noted above	
			<b>5.14 DATA ACCESS &amp; REPORTING</b>	
5.14.1	Short Answer/Attachment		Show or describe in detail the information you will provide to MAPC and the Participating Communities and at what intervals will you provide these reports	
5.14.2	Attachment		Please provide samples of any reports similar to the reports listed in the specifications Section 4.15	
5.14.3	Short Answer/Attachment		Describe your system for providing secure system applications, and include all pertinent security compliance certifications.	

5.15 DATA SECURITY			
5.15.1	Attachment		Please provide your most recent third party PCI audits
5.15.2	Short Answer		Describe your method for ensuring security of user data (including personally identifiable information and credit card information).
5.16 VENDOR USE OF USERS' PERSONALLY IDENTIFIABLE INFORMATION			
5.16.1	Short Answer		Please describe what, if any, user data you intend to collect and sell, including personally identifiable information and credit card information.
5.16.2	Short Answer		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.
5.17 CONTINGENCY PLAN			
5.17.1	Short Answer		What is your contingency plan in the event that revenue or costs do not match projections?
5.17.2	Short Answer		In the event revenue does not match projections, what is your minimum commitment to continue operating the system?
5.18 ADDITIONAL INFORMATION			
15.18.1	Short Answer	OPTIONAL	Vendors are encouraged to provide any additional relevant information and recommendations for the Evaluation Team's review and consideration

Table 1: Guaranteed Number of Bikes						
Municipality	5.4.1: System Launch	5.4.2: End of Month 3	5.4.3: End of Year 1	5.4.4: End of Year 2	5.4.4: End of Year 3	5.5.1: Operational Bikes/Day
Arlington						
Bedford						
Belmont						
Chelsea						
Everett						
Lexington						
Malden						
Medford						
Melrose						
Milton						
Needham						
Newton						
Revere						
Waltham						
Watertown						
Winthrop						
TOTAL						



## 15. Exhibit E: Pricing Matrix

VENDOR PRICING QUESTIONS	RESPONSE
<b>a. CUSTOMER PRICING</b>	
Describe your customer pricing plan/structure and any planned or possible changes during the entire contract term	
Please describe the user fee structure	
Please describe the customer price for the following membership options (if offered)	
Single ride	
Three-day pass	
Multiple-ride pack	
Monthly membership	
Annual membership	
Low-income membership	
Corporate membership	
Institutional membership (e.g.: for college/university students)	
Any other memberships available	
<b>b. USER INCENTIVES AND FEES</b>	
Please describe any incentives you provide for users to bring bicycles to desired locations	
Please describe any and all fees that may be charged to the user as penalties for misuse of the system, such as parking bicycles incorrectly and travelling outside the permitted service area	
Please describe any and all fees that may be charged to the user for additional services, such as reserving a bicycle	