

Capitol Region Council of Governments (CRCOG)

REQUEST FOR PROPOSALS:

Bike Share Feasibility Study Update

Proposal Deadline

SUBMITTALS MUST BE RECEIVED BY:

Friday, July 9, 2021

2:00 p.m. EST

Submit Proposals to:

mcipriano@crcog.org

I. INTENT

The Capitol Region Council of Governments (CRCOG) intends to hire a consultant(s) to conduct a Bike Share Feasibility Study Update. The consultant team will be tasked with updating portions of the 2014 Metro Hartford Bike Share Plan. The consultant team will investigate the feasibility of a bike share program for CRCOG's 38 member municipalities. A regional bike share program would work in collaboration with current public transportation and serve to alleviate issues with the "last mile problem", especially along the CT**fastrak** and CT**rail** corridors. There are many benefits to incorporating a bike share program throughout the CRCOG region, among them are enhancing mobility for young urbanites, senior citizens as well as low-income families, and reducing short vehicle trips which reduces congestion. Another benefit is that bike share has the potential to lead to more people being physically active on a regular basis.

CRCOG will procure consultant services in accordance with the established policy of CRCOG. The project will commence upon selection of a consultant and issuance of a notice to proceed.

II. INTRODUCTION/BACKGROUND INFORMATION

The Capitol Region Council of Governments (CRCOG) is the largest of Connecticut's nine regional planning organizations. We are established under the Connecticut General Statutes as a voluntary association of municipal governments serving 38 communities including the City of Hartford, home of the state capitol. Our region represents nearly one million residents in a 1,047 square mile area.

In 2014, the Capitol Region Council of Governments and a consortium of partners (including the Greater Hartford Transit District), commissioned a feasibility study for a regional bike share program. The purpose of that study, titled the Metro Hartford Bike Share Plan, was two-fold: determine if and where bike share would be feasible, and second to create a blueprint for moving bike share forward. The plan determined that bike share could be feasible in the urban core of the City of Hartford as an initial phase and subsequent phases focused around the CT**fastrak** bus rapid transit corridor could follow. The plan provided cost estimates for capital and operation costs, a discussion of governance models, a discussion of business models, a discussion of technology, and an implementation timeline. The plan also identified several challenges to a regional system such as: the size of the region and our multiple town centers which would mean a system spread across a wide geographic area; a lack of a strong bike network; and a market low in tourists and college students. With estimated capital costs being too high and new technology coming to the market, bike share was put on hold. The full report can be found online at http://crocog.org/wp-content/uploads/2016/04/final_report.pdf.

Much has changed since 2014, perhaps most notably smart bike technology. Additionally, students and housing densities are on the rise in many of our communities, particularly as many of our CT**fastrak** and Hartford Rail cities and towns work to encourage transit-oriented development.

Since that time, we have seen the varying degrees of success for privately operated dockless bike share systems. This included a pilot project with Lime in Hartford. These systems, which often came at no cost

to municipalities hosting them, were incredibly popular for a time. However, it appears that the venture capital that supported them has dried up. This period also saw the introduction of e-scooters, which quickly overshadowed bicycles in the for-profit micromobility programs. Finally, there has been a trend of companies exiting the market or disappearing through consolidation.

In 2019, CRCOG issued an RFP for a regional bike-share system to be provided at no cost to municipalities and went under contract with the selected vendor in January 2020. That RFP can be found online at https://crcog.org/wp-content/uploads/2019/06/CRCOG-Regional-Bikeshare-RFP_FINAL_BINDER.pdf. Unfortunately, over the course of the following months as the coronavirus pandemic hit and we were unable to secure a system sponsor, that vendor went out of business.

CRCOG and our communities are still committed to pursuing a regional system but seek to understand the ever-evolving changes and trends within the industry and how they would impact the feasibility and associated costs for a system.

III. CONSULTANT SCOPE OF WORK

Respondents to this RFP will represent a firm, company, team, or individual possessing experience and expertise in regional bike share practices, trends, business models and be able to provide recommendations to CRCOG and its member municipalities.

The following is a description of project tasks to be undertaken by the chosen planning consultant:

Review Recent Trends in Bike Share

- Conduct research into trends related to bike share programs, including trends in ownership models, operational models, payment models and equity considerations.
- Conduct research into current and past bike share vendors, including information on who currently operates public bike share systems, who has pivoted to e-scooters, and who is still running a for-profit model.
- Conduct research into trends related to bike share technology, including:
 - Docked vs dockless
 - Including issues of durability
 - E-bikes
 - App/payment technology

Revise, update, and make recommendations regarding business models

- Interview stakeholders regarding operating and ownership models.
- Based on interviews and trend research, develop recommendations regarding:
 - Ownership structure
 - Including issues of regional agreements, suggest a regional framework
 - Operating structure and administrative structure (vendor, COG, town, nonprofit, etc.)
 - Technology (dockless vs docked; bikes vs e-bikes, etc.)
 - System funding structure (capital investment, user fees, sponsorships, etc.)

Revise and update capital needs assessment

- Based on a review of peer cities, update the assessment of capital needs that was contained in the 2014 study. Note that this will not include a full revision of the market analysis that was included in the 2014 study. Also note, that this step does not require identification of parking/dock locations.
- This will include:
 - Number of bicycles (system total, per town)
 - Number of stations (system total, per town)
 - Backend technology

Revise and update cost estimates for capital and operations

- Based on the recommendations regarding system size and technology, develop detailed cost estimates for the system. If a phased approach is recommended, cost estimates must be developed for each phase.
- Develop detailed financial projections for operations.
 - Develop assumptions regarding operating costs based on recommended business model.
 - Develop operating revenue assumptions based on recommended business model.
 - Develop capital replacement/state of good repair cost estimates.

Develop an implementation plan and timeline

- Provide “Go/No Go” Recommendation based on results of Tasks 1 through 4
- Based on positive recommendation, synthesize products of Tasks 1 through 4 into an implementation plan
- Develop a timeline for implementation
- Develop a list of recommended next steps for implementation, including:
 - Recommendations regarding research into potential funding sources
 - Recommendations regarding an RFP or RFI approach

IV. PROJECT SCHEDULE

The Consultant should be prepared to enter into a contract and begin work as directed by CRCOG as soon as possible. After a consultant is selected, CRCOG anticipates that the project will take approximately six (6) months to complete.

V. PROPOSAL REQUIREMENTS

A. Submission

Submissions, in accordance with the format prescribed below, will be received **until 2:00 p.m. EST, Friday July 9, 2021.** Any responses received after this date and time will be rejected.

Proposals must be submitted via email to: mcipriano@crcog.org with a subject line reading “Bike Share Feasibility Study”. **Please note that CRCOG’s email server cannot accept files in the ZIP format.**

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

B. Questions

General inquiries concerning the Request for Proposals must be made to:

Michael Cipriano
CRCOG
241 Main Street, 4th floor
Hartford, CT 06106
860-724-4223

However, no oral interpretations shall be made to any respondent as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274 attention Michael Cipriano, or emailed to mcipriano@crcog.org**. To receive consideration, such questions must be received by **2:00 p.m. on Wednesday, June 23, 2021**.

CRCOG's staff will arrange as addenda, which shall be made a part of this RFP and any resulting contracts, all questions received following the above procedure and the decisions regarding each. CRCOG will post a copy of any addenda to CRCOG's website, located at www.crcog.org. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the agency's website.

C. Proposal Format

Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of the RFP may be disqualified. The proposal should also note how the plan and supporting information will be presented to CRCOG, municipal officials, and state and federal agencies.

Written proposals should include, at a minimum, the following information in the order requested:

1. **Cover Letter.** A letter signed by an officer of the firm or individual, binding the respondent to all of the commitments made in the proposal. The cover letter should be addressed to Michael Cipriano, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106.
2. **Contact Information.** The name, address and contact person of the respondent submitting the proposal. Please include telephone and fax numbers, as well as email and website addresses.
3. **Statement of Qualifications and Experience.** Additional information can be in narrative form.

- a. Give the respondent's professional history, background and relevant experience.
 - b. The name(s), business address, phone number, e-mail address of firms and individuals proposed to participate in all tasks identified in the scope of work.
 - c. The background, education and relevant experience of all team members proposed to participate in all tasks identified in the scope of work. The principal in charge and project manager shall be identified along with the roles of other significant project participants.
 - d. Experience with bike share studies on a large scale. Provide a minimum of three references for similar work, giving the name of the project, description of project, project period, and project cost and links to plan documents. (Include the names of clients, primary contact person and phone number).
4. **Scope of Work.** Proposed approach to the scope of work with an emphasis on the respondent's approach to trends, business models, capital needs and operations. The statement of approach should show that the consultant has experience with each task in the scope of work (See Section III, Consultant Scope of Work).
 5. **Project Schedule.** Proposed project schedule in accordance with basic requirements of this RFP, as stated in Section III above.
 6. **Fee Proposal.** The fee proposal shall include costs associated with the delivery and provision of finished product(s), and costs associated with carrying out all tasks specified in Section III Consultant Scope of Work, contained in this RFP. The fee proposal should include:
 - a. A complete rate schedule and pricing for staff to be utilized in this project.
 - b. Total costs per task, itemizing personnel, subcontractors and direct expenses (such as travel, printing, etc.).
 - c. Total costs for the project, itemizing personnel, subcontractors, and direct expenses.
 7. **Proposed Subcontractors.** The successful respondent will assume sole responsibility for the complete project as required in this RFP. CRCOG will consider only one individual/firm/company as the sole point of contact with regard to contract matters, whether or not subcontractors are used for one or more parts of this project. Respondents who intend to subcontract one or more elements of this project to other firms/individuals shall identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the respondent's statement of qualifications. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties, after contract award without the written consent of CRCOG.

The successful respondent may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful respondent shall be fully responsible to the Capitol Region Council of Governments for the performance, finished products, acts, and omissions of its subcontractors and persons directly or indirectly employed thereby. CRCOG will not pay an administration fee to the prime contractor for any subcontracted work.

8. **Insurance Documents.** Documentation of insurance coverage required under Section X of this Request for Proposals.
9. **Response Page.** See ATTACHMENT A.
10. **Non-Collusion Statement.** See ATTACHMENT B.
11. **Equal Employment Opportunity and Minority/Female Business Enterprise Certification Form.** See ATTACHMENT C.
12. **Organizational Conflict of Interest Statement.** See ATTACHMENT D.

VI. SELECTION CRITERIA

CRCOG desires to award a contract to the respondent who demonstrates the ability to provide the highest quality service within the approximately \$40,000 - \$50,000 available budget. To accomplish this goal, CRCOG's criteria for selection will include, but not be limited to:

- Understanding of Desired Scope of Work and Proposed Approach
- Proven, Relevant Experience of the Firm
- Experience, Expertise and Qualifications of Personnel to be Assigned to the project as it relates to bike share on a regional system
- Quality of responses from relevant references and past performance in terms of quality of work and the timeliness of the accomplishment
- Fee proposal including overall cost of services and the cost effectiveness of the proposal
- Completeness of Response to RFP

Based upon the evaluation of proposals submitted, CRCOG intends to select finalists who may be required to make formal presentations before a review committee regarding their qualifications, project approach, and ability to provide the required services to best serve the needs of CRCOG.

CRCOG and the review committee may elect to negotiate with the top ranked respondents and to accept modifications to the proposed scope of services and/or price when such action is in the best interest of the participants to do so. Additional clarifying information may be requested to aid in the decision-making process.

VII. PROCUREMENT SCHEDULE: SUMMARY OF KEY DATES

The following schedule has been prepared for this RFP process. Note that project constraints may cause the evaluation and selection related dates noted below to change.

RFP Release Date:	Friday, June 4, 2021
RFP Questions Due to CRCOG:	Wednesday, June 23, 2021 by 2:00 pm
Proposals Due:	Friday, July 9, 2021 at 2:00 pm
Proposal Evaluations:	July 2021

VIII. ADDITIONAL TERMS AND CONDITIONS

Compliance with Applicable Laws

The successful consultant shall comply with all applicable federal, state and local laws and regulations as may be applicable. Respondents are advised to review all applicable federal and state regulations prior to submitting a proposal.

The firm also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the firm concerning lack of compliance with these laws and regulations.

Ownership of Proposals/Freedom of Information

All proposals submitted in response to this RFP are to be the sole property of CRCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information). Reports and materials developed by the successful respondent under a contract that may result from this RFP are considered public information and may not be copyrighted.

Copies of information resulting from this RFP are generally not available until a contract has been formally awarded. Please note that financial statements or other similar information submitted with such response may remain confidential, to the extent permitted by law, if provided in a separate envelope clearly marked "Confidential".

Incurred Costs

This request for proposals does not commit the Capitol Region Council of Governments to award a contract or to pay any costs incurred in the preparation of a response to this request. The Capitol Region Council of Governments will not be liable in any way for any costs incurred by respondents in replying to this RFP.

Severability

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

Oral Presentation

Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Capitol Region Council of Governments. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The Capitol Region Council of Governments will schedule the time and location of these presentations. Oral presentations are an option of the Capitol Region Council of Governments and may or may not be conducted.

Subcontracting

The successful respondent may utilize the services of specialty subcontractors on those portions of the work that under normal contracting practices are performed by specialty subcontractors. The successful respondent shall not award any portion of the work to a subcontractor without **prior written approval** of the Capitol Region Council of Governments. The acceptance of any and all subcontractors shall reside with the Capitol Region Council of Governments, and the Capitol Region Council of Governments decision shall be final. The successful respondent shall be fully responsible to the Capitol Region Council of Governments for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby.

Assigning/Transferring of Agreement

Any successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the Capitol Region Council of Governments.

Amending or Canceling Request

CRCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so. The Capitol Region Council of Governments reserves the right to decide not to consider any or all of the firms submitting information in response to this request.

Waiver of Informalities

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

Collusion

By submitting a proposal, the respondent implicitly states: that his/her proposal has not been made in connection with any other competing respondent submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of CRCOG either directly or indirectly assisted in the vendor's proposal preparation. Respondent firms will be required to sign the certificate incorporated in this RFP (see Attachment B) relative to non-collusion.

Termination

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

Ethics

The conduct of any contracted consultant shall be subject to the CRCOG Ethics Policy (found online at: <http://www.crcog.org/rfprfq>).

Affirmative Action

The Capitol Region Council of Governments, through its policies on Equal Employment Opportunity and Affirmative Action, pledges its support and cooperation to private and public agencies that are promoting public policy in this vital area of human relations. Respondent firms will be required to sign the certificate incorporated in this RFP (see Attachment C) relative to Equal Employment Opportunity and Minority/Female Business Enterprise and return it with their response.

Insurance Requirements

The consultant (CONSULTANT) shall be required to furnish a Certificate of Insurance evidencing appropriate insurance coverage prior to the execution of an Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments and CRCOG member municipalities as the Additional Insured will be grounds for termination of the contract. In addition:

- A. The insurance requirements shall apply to all subcontractors and/or consultants.

- B. All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.
- C. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
- D. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- E. Each certificate shall contain a 30 day notice of cancellation.
- F. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" policy holders rating according to Best Publications latest edition Key Rating Guide.

Hold Harmless and Indemnification

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

Additional Terms and Conditions

1. The firm assigns to CRCOG all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the consultant is awarded the contract.
2. The firm agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The firm also agrees that it will hold CRCOG and its member municipalities harmless and indemnify CRCOG and its member municipalities from any action which may arise out of any act by the firm concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
3. The contract arising from the RFP is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of P.A. 91-58 Nondiscrimination Regarding Sexual Orientation, and the provisions of Executive Order No.

Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

4. The contract arising from the RFP may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes. Incorporated by reference into the resulting contract is Section 4-61dd (g) (1) and 4-61dd (3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

ATTACHMENT A

RESPONSE PAGE

Capitol Region Council of
Governments

REQUEST FOR PROPOSALS

DATE ADVERTISED:

June 4, 2021

DATE / TIME DUE:

Friday, July 9, 2021

2:00 p.m. EST

NAME OF PROPOSAL

Bike Share Feasibility Study

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E-mail Address/Website

SS # or TIN#

ATTACHMENT B

CAPITOL REGION COUNCIL OF GOVERNMENTS

NON-COLLUSION STATEMENT

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

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

ATTACHMENT C

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

The undersigned certifies that _____ is an
(Name of Company)

Equal Opportunity Employer and is in compliance with federal and State rules and regulations pertaining to Equal Employment Opportunity and Affirmative Action.

(Respondent's Signature)

IF APPLICABLE:

The undersigned also certifies that _____
(Name of Company)

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

(Respondent's Signature)

_____ (Today's Date)

Attachment D.

Organizational Conflict of Interest Statement

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

An OCI exists when any of the following circumstances arise:

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

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

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

Organizational Conflict of Interest - Proposer's Signature and Certification

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

Signature and date

Title of Request for Qualifications

Typed or Printed Name

Title

Company Name and Address