

## Bike Sharing Services RFP UC San Diego

The purpose of this Request for Proposal (the "RFP") is to invite qualified bidders to prepare and submit proposals to provide a Bike Sharing Services Program (the "Program") to UCSD.

<b>Open</b>	9/11/2017 10:00 AM PST	<b>Type</b>	RFx
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		<b>Currency</b>	US Dollar

### Contacts

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### Commodity Codes

<b>Commodity Code</b>	<b>Description</b>
25160000	Non motorized cycles
25170000	Transportation components and parts and systems
49000000	Sports and Recreational Equipment and Supplies and Accessories

### Description

#### Purpose & Objectives of the RFP

The purpose of this Request for Proposal (the "RFP") is to invite qualified bidders to prepare and submit proposals to provide a **Bike Sharing Services Program (the "Program")** to the University of California, San Diego ("University," or "UC San Diego"), in accordance with the requirements set forth in this RFP. The University is interested in partnering with a supplier or suppliers which will provide excellent service and product, while strategically aligning values.

UC San Diego seeks a qualified supplier (or suppliers) to establish, implement and maintain an innovative, valuable, and mutually beneficial partnership for Bike Sharing Services. The Bike Sharing Services Program should enable and encourage campus customers to utilize an affordable, convenient travel method. The program should facilitate efficient, low cost intra-campus and inter-campus travel decreasing shuttle demand, parking demand for both bikes and vehicles and promote active/healthy transportation. The focus of this RFP is specifically operations on UCSD property. There are currently no agreements to integrate into surrounding neighborhoods/community. Our secondary and long-term goals for the program include reducing vehicle traffic to campus and therefore traffic and CO2 emissions.

UC San Diego has an aggressive transportation program that encourages the campus community to use alternative transportation for commuting to campus. Alternative transportation options include carpools, vanpools, bicycling, walking, and public transportation such as buses and trains. UC San Diego runs a campus shuttle around the campus, as well as to and from several local bus stops and the nearby train station. More information can be found here, <http://stage-transportation.ucsd.edu/alternatives/transit/index.html>.

Qualified suppliers are invited to submit proposals, based on the information provided in this RFP, with the intent to establish a business alliance with UC San Diego that will maximize the resources of both organizations to most effectively meet UC San Diego's needs, and the needs of its students, staff and faculty.

Based on the results of this RFP process, UC San Diego reserves the right to request one or more separate proposals for selected items, with a select group of suppliers, including direct manufacturers of these products. UC San Diego, in its sole discretion, may decide to engage in direct question and answer sessions or demonstrations with one or more agencies and may decide to enter into an agreement based upon those discussions and resulting proposal.

Bidder agrees to make available the services to any UC location upon the terms, conditions and pricing set forth in an agreement awarded in response to Bidder's proposal.

UC San Diego reserves the right to reject all proposals, make more than one award, or make no award. Any contract awarded pursuant to this RFP will incorporate the RFP requirements and specifications, as well the contents of the Proposal as accepted by UC San Diego, and will be in writing.

## Opportunities for Awardee(s)

An awarded supplier(s) would have access to a market of over 60,000 students, staff and faculty, and countless other community members on UC San Diego's campus every day. UC San Diego is interested in partnering with a supplier to market to campus and build a successful program.

Potential Program marketing opportunities may include, but are not limited to: being listed as a preferred supplier on the University's Transportation website, co-branded sustainability campaigns, signage across campus, event sponsorship or quarterly meetings with UC San Diego management team to improve services.

While any contract resulting from an award related to this RFP would only be for services at UC San Diego, the UC system spans 10 campuses, 238,000 students and more than 190,000 faculty/staff. These other campuses will have the opportunity, if they choose, to partner with an awardee for similar services.

## RFP Schedule

Suppliers interested in submitting proposals in response to this RFP should do so according to the following schedule:

<b>Scheduled Action</b>	<b>Anticipated Action Date</b>
Electronic RFP Issue Date:	September 11, 2017
Supplier To Submit Intent To Respond By:	September 19, 2017 – Bidder's Informational Call details will be provided to companies that submit their electronic intent to bid.
Bidder's Informational Call:	September 19, 2017 at 11:00 AM Pacific Time – Web conference access information to be provided to companies that submit their electronic intent to bid.
Supplier Questions due by:	September 20, 2017 12:00 PM
RFP Submission <b>Deadline:</b>	September 29, 2017 4:00 PM
Optional Bidder Demo:	October 9-13, 2017
Anticipated Award Date:	October 20, 2017

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. **It is the Bidder's responsibility to read the entire document, any addendums and to comply with all requirements listed herein.**

## Period of Performance

It is anticipated that any contracts awarded as a result of this RFP shall be effective for an initial term of three (3) years. UC may, at its option, extend or renew the contract for two (2) additional one-year periods on the same terms and conditions.

## Optional Bidder Demonstrations

For the Bidders who appear to best meet UC San Diego's needs and who are determined responsible, the UC San Diego Evaluation Team **may** decide to gather additional information and/or invite such Bidders to participate in an on-site demonstration. This invitation is not guaranteed and subject to change.

## Definition of Terms

The following words and phrases used throughout this RFP are defined below:

- a. "Agreement" or "Contract" and similar expressions refer to contract award as a result of this RFP.
- b. "Bid" or "Proposal" refers to the responses to this RFP from each bidder.
- c. "Bidder", "Business", "Contractor", "supplier", or "Company" refers to the entity who receives or responds to this RFP.
- d. "**Must, Shall, Will, or "minimum requirement"** refer to mandatory requirements that the Supplier is obligated to perform and for which there is no acceptable alternative.
- e. "Purchase Order" is an offer to procure goods and services by issuing an agreement with specific terms and conditions for a specific period of performance and price.
- f. "RFP", "Request for Proposal" or "Solicitation" defines the conditions, specifications, definitions, questions, and requests outlined in this document.
- g. "University", "UC San Diego", or "UCSD" refers to the University of California, San Diego.
- h. "UC San Diego Contact" refers to the Purchasing individual (buyer), who is solely responsible for all activities relating to this Request for Proposal and the resulting contract award and has the sole authority to make the necessary changes or modify the resulting contract terms or conditions on behalf of UC San Diego.

## Program Elements

The bike share program should provide an affordable, convenient and flexible transportation option for people moving around and possibly to/from UC San Diego's main campus, West of I-5. The awarded supplier(s) will be responsible for all costs, implementing, operating and managing the program that should consist of the following elements:

- Allow all bikes to be tracked and located in real-time by UC San Diego
- Neither docks nor stations should be required for the system to function successfully. Allow for and cooperate with UCSD to develop preferred bike share parking areas, with or without rack systems, for program bicycles, and supplier provided geo-fencing or similar technique for related parking management; supplier may propose locating and installing non-required parking stations for program identification or preferred parking
  - The initial roll-out shall consist of no more than 300 bikes.
  - Expansion of the program will be based on mutual agreement between UCSD and the awarded supplier(s)
- Include a maintenance program to keep bikes safe, including, but not limited to, a mechanism for optimally re-distributing bikes or removing them from campus at the University's discretion
- Supplier managed method of enforcement to ensure that bikes are not left in inappropriate areas, are in good working order and condition, and are not otherwise causing safety or nuisance issues for campus or in the neighboring communities.
  - Geo-fencing or a similar technique shall be a component of the management of bikes
- Monthly reporting of usage and revenues including, but not limited to, bike number used, trip cost and any incentives or rebates earned
  - Other potential features could be daily reporting of metrics above as well as by individual bike metrics, number of unique riders per day, start/end time of trips, duration and distance of trips, pickup/drop-off locations, routes taken or a "heat map"
  - Reporting and data should be exportable in a format so UC San Diego can perform analysis and keep on record
- Promotion and marketing for Bike to Work Day, and other campus bike culture and safety events and in coordination with UCSD
- Provide Safe bike training materials or instruction
- UC San Diego shall have the right to discard any bikes abandoned on campus or its surrounding areas and charge the supplier for that expense

## Bike Requirements

### Mandatory Registration of Bicycles on Campus

- All bicycles used, stored, parked, or operated on the University (except the UCSD Medical Center) shall be licensed with a valid California bicycle license.
- Bicycles may be registered at the University Police station. The fees required to be paid pursuant to Section 39004 are:
  - For each new bicycle license and registration certificate, the sum shall not exceed six dollars (\$6) per year or any portion thereof.
- Bicycle licenses and renewal stickers shall be displayed below the bicycle seat on the bicycle frame facing forward consistent with the guidelines outlined in the California Vehicle Code.
- Removal, defacement, or alteration of the tag is forbidden. Upon change of ownership, or destruction of a licensed bicycle, the owner shall notify University Police within ten working days, excluding campus holidays, in writing.
- Violation of this section may result in a citation and fine.
- **It is supplier's responsibility to comply with all current and future UC and UCSD institutional requirements.**

## Maintenance Standards

- Supplier's maintenance and repair responsibilities apply to all hardware and software components of Supplier's bikes. Supplier must certify that all bikes meet minimum US safety standards as stated in the US Consumer Product Safety Commission Hazardous Substances Act, Title 16 Chapter II, Subchapter C, Part 1512.
- UC San Diego reserves the right to inspect any bike at any time and, in its sole discretion, require Supplier to maintain and/or remove any such bike from campus.

- Supplier must develop and implement a regular inspection, maintenance, and repair schedule that keeps the bikes in continuous compliance with agreed upon service standards, which, at a minimum shall mean that the bikes are safe and in good working order and condition. Maintenance shall include, but not be limited to, preventative maintenance, inspection, and prompt repair or replacement of all components of the bike. Supplier shall perform routine and reoccurring safety checks, provide for a safety or nuisance concern contact method and a repair request reporting method, and track the location of all bikes.
- Reporting: Supplier shall maintain a record of its inspection, maintenance and repair efforts, and preventative maintenance schedule, which will be made available to UC San Diego upon request.

## **Costs**

All costs associated with the Bike Share Program, including but not limited to, capital, operating, marketing, staffing, maintenance, repair, replacement, and theft, will be the sole responsibility of Supplier. UC San Diego will have no financial obligation associated with the Bike Share Program under the Agreement. All bikes, equipment and infrastructure shall be owned by the supplier.

While potential Supplier(s) may supplement the cost of the program and/or generate shared revenue through membership fees, use fees, advertising, etc., Supplier may not advertise, market, and/or promote on University property, including, but not limited to, affixing any advertisements and/or promotional materials to Supplier's bikes without prior written permission from UC San Diego.

Bidders are encouraged to suggest program elements that could supplement or eliminate user fees for students or generate revenue to fund related activities at the University.

If program includes user fees for students, Bidders are encouraged to include option to provide student membership/user fee payments using campus student accounts or Triton Cash in addition to standard credit card method.

## **Insurance Requirements**

In addition to UC's standard insurance requirements referenced in the UC Terms and Conditions of Purchase attached to this RFP. Supplier must insure its activities, keep in force, and maintain general liability limits of at least \$5,000,000 per occurrence, including products and completed operations coverage. Workers' compensation coverage must provide a waiver of subrogation in favor of UC San Diego.

## **Fair Wage/Fair Work**

Supplier will be required to agree to the UC Fair Wage/Fair Work provision in UC's Terms and Conditions of Purchase. This provision requires Supplier to warrant that it is in compliance with applicable workplace requirements; to pay no less than the UC Fair Wage to employees who perform the Services (\$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17); to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services; to be subject to interim audits by UC in this regard; and in the case of services that exceed \$100,000 per year, annually to certify completion of an independent audit of compliance with the UC Fair Wage/Fair Work provision. Annual audits may be performed by Supplier's independent auditor or independent internal audit department in compliance with UC's required audit standards and procedures. By way of illustration, UC would consider firms listed in Inside Public Accounting's most recent annual ranking of the 200 largest accounting firms to be acceptable independent auditors (<http://insidepublicaccounting.com/newsletters/ipa-100-and-ipa-200/>).

## **Compliance with University Policies.**

In the performance of Services under this Agreement, Supplier agrees and will ensure that its staff agree to abide by all applicable University policies and procedures, including but not limited to those relating to Data Security. Supplier further agrees that the performance of Services hereunder will be subject to UC's Appendix – Data Security and Privacy, a copy of which is attached hereto and incorporated herein by this reference as Exhibit [1].