

# State of Nebraska REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:  
Nebraska Department of Roads  
5001 So. 14<sup>th</sup> Street  
Lincoln, NE 68512  
Phone: (402) 479-4328  
Fax: (402) 479-4567

SOLICITATION NUMBER	RELEASE DATE
<b>RFP R72-16</b>	<b>September 26, 2016</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>October 19, 2016 3:00 p.m. Central Time</b>	<b>Brandy Henke</b>

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

## **SCOPE OF SERVICE**

The State of Nebraska, Department of Roads (NDOR), on behalf of the City of Lincoln, is issuing this Request for Proposal, RFP Number R72-16 for the purpose of selecting a qualified Contractor to provide a Bike Share System and related Operations and Maintenance Services for the City of Lincoln.

Written questions are due no later than October 5, 2016, and should be submitted via e-mail to [DOR.OperationsProcurement@nebraska.gov](mailto:DOR.OperationsProcurement@nebraska.gov). Written questions may also be sent by facsimile to (402) 479-4567.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Department of Roads (NDOR) by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website.

In addition, all responses to Requests for Proposals will be posted to the <http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm>. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.

To facilitate such public postings, the State of Nebraska and the City of Lincoln reserve a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and the City of Lincoln and their employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State and/or the City of Lincoln, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME AND TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**After Receipt of Order:** After Receipt of Order

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific

advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract is completed.

**Late Bid/Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** See Bid/Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product of service.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by the Nebraska Department of Roads when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to the Nebraska Department of Roads, Procurement Division by the agency. The Nebraska Department of Roads, Procurement Division shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Department of Roads (NDOR), on behalf of the City of Lincoln, is issuing this Request for Proposal, RFP Number R72-16 for the purpose of selecting a qualified Contractor to provide a Bike Sharing Program and Services on behalf of the City of Lincoln. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

Bidders must submit one (1) proposal for the purchase of the entire system and the on-going operations and maintenance of the entire system as the City is seeking only (1) Contractor to provide both the purchase of the entire system and the on-going operations and maintenance of the entire system regardless of how many Sub-Contractors a Bidder/Contractor may utilize to fulfill the requirements of this RFP, as the Contractor bidding shall hold the sole responsibility for fulfilling the contract.

However, the City will award and issue two (2) separate contracts from this RFP; one (1) for the purchase of the entire system, including but not limited to the purchase, delivery and installation of the equipment (Bikes, Kiosks, Stations, etc.), and one (1) contract for the on-going operations and maintenance of the entire system, including but not limited to the operation and maintenance of the bikes, stations, and kiosks, and the operations and maintenance of the system hardware and software. These two (2) separate contracts shall be awarded to the overall highest scoring bidder for initial the purchase of the entire system and the on-going operations and maintenance of the system.

Both contracts resulting from this Request for Proposal will be issued approximately for a period of two (2) years effective the date of the award. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm>,

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	September 26, 2016
2.	Last day to submit written questions	October 5, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm">http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm</a>	October 11, 2016
4.	Proposal opening Location: Department of Roads Operations Division 5001 So. 14 <sup>th</sup> Street Lincoln, NE 68512	October 19, 2016 3:00 PM Central Time
5.	Review for conformance of mandatory requirements	October 19, 2016
6.	Evaluation period	October 21-27, 2016
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm">http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm</a>	TBD
9.	Contract finalization period	TBD
10.	Contract award	TBD
11.	Contractor start date	December 1, 2016

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Department of Roads. The point of contact for the procurement is as follows:

Name: Brandy Henke  
Agency: Nebraska Department of Roads  
Address: 5001 So. 14<sup>th</sup> Street  
Lincoln, NE 68512  
Telephone: (402) 479-4328  
Facsimile: (402) 479-4567  
E-Mail: [DOR.OperationsProcurement@nebraska.gov](mailto:DOR.OperationsProcurement@nebraska.gov)

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a Bike Share System and related Operations and Maintenance Services for the City of Lincoln at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

### D. COMMUNICATION WITH STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State and the City is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State and City staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State or City, employee of the State or City, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Roads and clearly marked "RFP Number R72-16; Bike Share System and Services Questions". It is preferred that questions be sent via e-mail to [DOR.OperationsProcurement@nebraska.gov](mailto:DOR.OperationsProcurement@nebraska.gov). Questions may also be sent by facsimile to (402) 479-4567, but must include a cover sheet clearly indicating that the transmission is to the attention of Brandy Henke, showing the total number of pages transmitted, and clearly marked "RFP Number R72-16; Bike Share System and Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm> on or before the date shown in the Schedule of Events.

**F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State, in consultation with the City, reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State, the City, Federal Highway Administration and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State, in consultation with the City reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State or the City.

**G. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, (402) 479-4328 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the bid will be rejected.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, Subcontracts, and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**H. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

**I. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. Neither the State nor the City shall be responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**J. REJECTION OF PROPOSALS**

The State, in consultation with the City, reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part. The State, in consultation with the City, reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. The State, in consultation with the City, reserves the right to reject any or all proposals and re-advertise for proposals; and further reserves the right to waive any informality or irregularity. All awards will be made in a manner deemed in the best interest of the City.

**K. EVALUATION OF PROPOSALS**

All proposals that are responsive to the Request for Proposal will be evaluated. The City along with State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The State, in consultation with the City, may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

Corporate Overview shall include but is not limited to:

1. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
2. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
3. whether the bidder can perform the contract within the specified time frame;
4. the quality of bidder performance on prior contracts;
5. such other information that may be secured and that has a bearing on the decision to award the contract;
6. Technical Approach (including Matrices); and
7. Cost Proposal.

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the Internet at: <http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm>.

**L. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State or City, employee of the State or City, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

**M. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal for Contractual Services form, signed in ink;
2. Corporate Overview;
3. Completed Section III;
4. Technical Approach (Including Matrices);
5. Buy America Certificate; and
6. Cost Proposal.

**N. REFERENCE CHECKS**

The State, in consultation with the City, reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

**O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. **Bidders should submit the above certification(s) with their bid.**

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

**P. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State or the City which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**Q. AWARD**

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State, in consultation with the City of Lincoln, reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State and/or City of Lincoln. The Request for Proposal does not commit the State or the City of Lincoln to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State and/or the City of Lincoln the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

<http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm>

Grievance and protest procedure is available on the Internet at:  
<http://www.transportation.nebraska.gov/operations/procure/nonprequalified.htm>

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

**III. TERMS AND CONDITIONS**

By signing the "Request for Proposal for Contractual Services" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska, acting on behalf of the City of Lincoln, Nebraska, is soliciting bids in response to the RFP. Neither the State of Nebraska nor the City of Lincoln will consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those contained herein. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State and the City of Lincoln. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract, the Bidder's clause shall be subordinate to the RFP or resulting contract.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda and/or Attachments and Exhibits.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents are listed above in order of preference and shall govern in said order with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. Specifically, the Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska or City of Lincoln, and their Subcontractors, from discriminating against any

employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). Additionally, the Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, conditions, compensations, or privileges of employment because of age or ancestry (Lincoln Municipal Code Chapter 11.08). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act and other prohibitions against discrimination contained in this Agreement, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**C. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, regulations, and by-laws.

**D. OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The City of Lincoln and the State, on behalf of the federal government, shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State and City of Lincoln must be held harmless from any such claims.

**E. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the City of Lincoln. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Purchasing Division of the City of Lincoln has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

**Contractor shall meet all insurance requirements as follows:**

**1. GENERAL PROVISIONS**

**A. Approved Coverage Prior to Commencing Work/Subcontractors Included**

Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

**B. Occurrence Basis Coverage**

All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

**C. Authorized and Rated Insurers Required. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.**

**D. Certificates Showing Coverage**

All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.

**E. Terminology**

The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

**2. INSURANCE REQUIREMENTS**

**A. Scope of Required Coverage**

The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor, the City of Lincoln, and the State from the following claims arising out of or resulting from or in connection with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit, or other employee benefit acts;
2. Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
3. Claims customarily covered under personal injury liability coverage;
4. Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
5. Claims arising out of ownership, maintenance or use of any motor vehicle;
6. Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.
7. Claims arising out of collection and/or transmission of personal and/or financial data.

All insurance provided to meet the terms stated herein shall be provided by Contractor on a primary and non-contributory basis.

**B. Worker's Compensation Insurance and Employer's Liability Insurance**

The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees. The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees. Any policy procured or maintained pursuant to the requirements of this section shall include a waiver of subrogation in favor of the State.

**Coverage Listing Min Amt Notes**

**Worker's Comp.**

State Statutory

Applicable Federal Statutory

**Employer's Liability**

Bodily Injury by accident \$500,000 each accident

Bodily Injury by disease \$500,000 each employee

Bodily Injury \$500,000 policy limit

**C. Commercial General Liability Insurance**

1. The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

**Coverage Min Amt Notes**

General \$2,000,000 Aggregate

Bodily Injury/Property Damage \$2,000,000 Aggregate

Products and Completed Operations \$2,000,000 Aggregate

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage Limit \$ 100,000 any one fire

Medical Damage Limit \$ 10,000 any one person

2. The required Commercial General Liability Insurance shall also include the following:
  - Coverage for all premises and operations
  - Endorsement to provide the general aggregate per project endorsement
  - Personal and advertising injury included
  - Operations by independent Contractors included
  - Contractual liability coverage included
  - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
  - Any fellow employee exclusions shall be deleted
  - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
  - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of five (5) years after final system acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
  - Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.
3. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
4. City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle Liability Insurance Coverage**

1. The Contractor shall provide reasonable insurance coverage with a minimum combined single limit of \$1,000,000 for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
2. If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**F. Cyber Liability**

The Contractor shall provide cyber liability insurance throughout the term of the contract protecting Contractor, the City of Lincoln, and the State against any and all claims arising out of breach of privacy, security breach, denial of service, remediation, fines, and penalties associated with Contractors collection and/or transmission of electronic data, including that of a personal and/or financial nature, in connection with the City of Lincoln Bike Share Program.

**G. Umbrella or Excess Insurance**

The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

**H. City included as Insured on Contractor's Policy – Endorsements Required**

The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City and the State are included as additional insureds along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related Subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the City and State as additional insureds for purposes of Products and Completed Operations. The inclusion of the City and State as additional insureds shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City or the State, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City and/or the State.

**3. CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A.** To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  2. Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B.** In any and all claims by any employee (whether an employee of the Contractor or Subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.
- C.** The obligations of indemnification herein shall not include or extend to:
1. Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  2. Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D.** In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.
- 4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES**
- A.** Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, Subcontractors, suppliers, or employees.
- B.** In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.
- 5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE**
- A.** The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B.** In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.
- 6. PROPERTY INSURANCE/ BUILDER'S RISK.**
- A.** The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final system acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.
- B.** All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.

- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City. Approved by City Law Department, April 1, 2005

**7. EVIDENCE OF COVERAGE**

The Contractor should furnish the State and the City of Lincoln, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the Buyer.

Department of Roads Operations Division 5001 So. 14 <sup>th</sup> Street Lincoln, NE 68512 (facsimile (402) 479-4567).	Planning Department City of Lincoln 555 S. 10 <sup>th</sup> Street Lincoln, NE 68508 (facsimile (402) 441-6377).
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These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State or the City of Lincoln is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Department of Roads, Operations Division and the Planning Department of the City of Lincoln when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**F. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The City of Lincoln may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

The City, in consultation with the State, reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State and the City of Lincoln.

The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**G. INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed and is the express intent of the parties that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners or employer-employee between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State or the City of Lincoln; they shall not be considered employees of either the State or the City of Lincoln. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party,

including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Contractor shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State or the City of Lincoln. The Contractor will hold the State and the City of Lincoln harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State or the City of Lincoln including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**H. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the City. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**I. CONTRACTOR PERSONNEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the City of Lincoln. Replacement of key personnel, if approved by the City of Lincoln, shall be with personnel of equal or greater ability and qualifications.

The City of Lincoln reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**J. CONTRACT CONFLICTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

**K. PERSONNEL RECRUITMENT PROHIBITION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not, at any time, recruit or employ any State of Nebraska or City of Lincoln employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither the State nor the City shall incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State and the City of Lincoln of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid contract has been fully executed by the City of Lincoln and the successful Contractor. The Contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the City of Lincoln, which will not be unreasonably withheld.

**Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State and City, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State and the City of Lincoln discourage deviations and reserve the right to reject proposed deviations.

**R. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska or the City of Lincoln regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law. Any action commenced by Contractor in a judicial forum shall be filed in either the County Court or the District Court for Lancaster County, Nebraska.

**S. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State or the City of Lincoln is the prevailing party.

**T. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State or City of Lincoln. News releases pertaining to the project shall not be issued without prior written approval from the City of Lincoln.

**U. CITY PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the City of Lincoln for any loss or damage of such property; normal wear and tear is excepted.

**V. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on City of Lincoln premises as well as the terms and conditions of any License Agreements entered into by the City in connection with work to be performed by Contractor arising out of this RFP while on the premises of another entity. If the Contractor must perform on-site work outside of the daily operational hours set forth by the City of Lincoln, it must make arrangements with the City of Lincoln and/or any other affected property owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State or the City of Lincoln on the basis of lack of access, unless the City of Lincoln fails to provide access as agreed to between the City of Lincoln and the Contractor.

**W. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and/or the City, and a bidder shall be between the bidder's representative clearly noted in its proposal and the State's Buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP.

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the points of contact for this Request for Proposal and/or the resulting contracts for the State and the City of Lincoln, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the City of Lincoln reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the City of Lincoln of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the City of Lincoln regarding the contract shall take place between the Contractor and individuals specified by the City of Lincoln in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the City of Lincoln is strictly forbidden.

**X. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The City of Lincoln and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The City of Lincoln in its sole discretion, may terminate the contract for any reason upon sixty (60) calendar day's written notice to the Contractor without penalty. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The City of Lincoln may terminate the contract immediately for the following reasons:
  - a. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - b. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - c. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by the Contractor, its employees, officers, directors, or shareholders or any of its Subcontractors;
  - d. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - e. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - f. Contractor intentionally discloses confidential information;
  - g. Contractor has or announces it will discontinue support of the deliverable;
  - h. Contractor refuses or fails to supply the proper labor, materials, and/or equipment necessary to provide the services and/or commodities called for in the Request for Proposal;
  - i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency;
  - j. Contractor disregards or violates Federal, State, or local laws, ordinances, regulations, resolutions, or orders; or
  - k. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

City may consult with State concerning termination and the effect of termination on project funding availability.

**Y. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The City of Lincoln may terminate the contract, in whole or in part, in the event funding is no longer available. The City's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the City of Lincoln may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The City of Lincoln will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address) of any related equipment that remains the property of the Contractor. All obligations of the City of Lincoln to make payments after the termination date will cease and all interest of the City of Lincoln in any related equipment owned by the Contractor will terminate. The Contractor shall

be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**Z. BREACH BY CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The City of Lincoln may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner or commits a substantial breach of the terms and conditions of the Contract. The City of Lincoln may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at City's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the City's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the City of Lincoln may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Further, in the case of default by the Contractor, the Contractor agrees to provide the City of Lincoln with any and all necessary licenses and authority to continue to use any electronic hardware and software necessary to carry out the operation of the bike share program for a period of not to exceed six (6) months or until such time as the City of Lincoln is able to find a subsequent party to take the place of Contractor and to commence its operation of the program, whichever time is shorter.

**AA. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the City of Lincoln the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**BB. ADMINISTRATION – CONTRACT TERMINATION AND DISPUTES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the City of Lincoln subject to the ownership provision (section E) contained herein, and is provided to the City of Lincoln at no additional cost to the City of Lincoln.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the City of Lincoln will be returned to the City within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one (1) copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.
3. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive

unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

4. Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
5. Should any party to the Contract suffer injury or damage to person or property because of any act or omission of the other party hereto or of any of its employees, agents, or others for whose acts it may be legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
6. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**CC. LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to perform any substantial obligation under the contract, the City of Lincoln may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages due the City of \$400.00 dollars per day, until the deliverables are approved, including installation of all system components (bikes, stations, kiosks, system software, etc.) by April 1, 2017.

Eighty-five percent (85%) of the bicycle fleet must be in working condition and available to users or liquidated damages will apply of \$100/per day will be assessed. If less than seventy percent (70%) of bikes are in working condition, liquidated damages of \$250/per day will be assessed. If less than fifty percent (50%) of bikes are in working condition, liquidated damages of \$500/per day will be assessed.

**DD. BID BOND**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Bidders shall submit a bid bond with their proposal. The bid bond must be in the amount of five percent (5%) of their total bid price or for a specific dollar amount. The bid bond will be released upon execution of the awarded contract.

**EE. PERFORMANCE BOND**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The selected Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the City of Lincoln, which shall be valid for the life of the contract to include any

renewal and/or extension periods associated with purchasing and installing the bicycles and stations as provided in the Request for Proposal. The amount of the bond must equal to the cost of purchasing the bikes and installing the bike share stations. The bond will guarantee that the selected Contractor will faithfully perform all requirements, terms, and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the City of Lincoln. The bond will be returned when the service has been satisfactorily completed as solely determined by the City of Lincoln after termination or expiration of the contract.

The selected Contractor will be required to supply a second performance bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the City of Lincoln, which shall be valid for the life of the contract for Operations and Maintenance services to include any renewal and/or extension periods. The amount of the bond must be in the amount of Fifty Thousand and NO/100 Dollars \$50,000.00. The bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the City of Lincoln. The bond will be returned when the service has been satisfactorily completed as solely determined by the City of Lincoln after termination or expiration of the contract.

**FF. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The City of Lincoln may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the City of Lincoln Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**GG. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the City of Lincoln.

**HH. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The City will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor. The City may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State or the City be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of work no later than thirty (30) days after the Contractor's receipt of payment for that work from the City of Lincoln. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after incremental system acceptance of the Subcontractor's work by the City of Lincoln.

The Contractor must promptly notify the City of Lincoln and the State whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Lincoln.

**II. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Following complete installation of all locations and final system acceptance by the City, an invoice shall be submitted detailing quantity of bicycles, stations and kiosks. Invoices submitted during O&M shall be submitted monthly and include a monthly report detailing the items requested in Section IV.I.Bike Share System Requirements, 3.4 Reports.

Invoices shall be submitted to the following address for payment:

Lincoln/Lancaster County Planning Department  
Attn: Geri Rorabaugh  
555 S. 10<sup>th</sup> Street, Suite 213  
Lincoln, NE 68516

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the City and no action by the City including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the City with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the City as an amendment to the contract.

**JJ. RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall establish and maintain a reasonable accounting system that enables the City of Lincoln and State to readily audit the contract. The City of Lincoln and State, and their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the City of Lincoln or State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies

and extracts of records as required) by the City of Lincoln or State. Such records shall be made available to the City of Lincoln and State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the City of Lincoln and/or State. Contractor shall ensure the City of Lincoln and the State have these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City of Lincoln.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the City of Lincoln and/or State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the City of Lincoln in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the City of Lincoln and/or State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the City of Lincoln and/or State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's and/or State's findings to Contractor.

**KK. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The City of Lincoln and State are not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a City or state-owned facility is the responsibility of the Contractor.

**LL. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated City of Lincoln, NDOR and Federal Highway Administration officials. The City of Lincoln and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**MM. CHANGES IN SCOPE/CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The City of Lincoln with approval from State, may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The City of Lincoln with approval from State, may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the City of Lincoln and State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such contract changes. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

**NN. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**OO. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State and/or City or acquired by the Contractor on behalf of the State or the City of Lincoln shall be regarded as confidential information. All materials and information provided by the State or the City of Lincoln or acquired by the Contractor on behalf of the State or the City of Lincoln shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State and/or the City of Lincoln immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**PP. PROPRIETARY INFORMATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the City of Lincoln, and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State and/or the City of Lincoln to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and

the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**RR. STATEMENT OF NON-COLLUSION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State and the City of Lincoln reserve the right to reject a bid or terminate the contract and impose further administrative sanctions.

**SS. PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Cost Proposal form shall remain fixed for the first year of the contract period which shall, for purposes of this section, commence upon final system acceptance by the City of the bicycles and associated bike share stations as installed. Any request for a price increase subsequent to the first year shall not exceed five percent (5%) of the previous contract period and must be submitted in writing to the City of Lincoln a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the City to justify the increase. The City reserves the right to deny any requested price increase. No price increases are to be billed to the City prior to written amendment of the contract by the parties.

The City of Lincoln will be given full proportionate benefit of any price decrease during the term of the contract.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the City of Lincoln or the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the City of Lincoln for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State and the City of Lincoln harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. BEST AND FINAL OFFER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State, in consultation with the City of Lincoln, will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State or the City of Lincoln will request a best and final offer.

**UU. ETHICS IN PUBLIC CONTRACTING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State or City of Lincoln officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau, Nebraska Department of Roads, Procurement Division, the City of Lincoln, or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state. It is the intent of the State and the City of Lincoln that the process of evaluation of proposals and award of the contract be completed without contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants external influence. It is not the intent of this section to prohibit bidders from seeking professional

advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**VV. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State, the City of Lincoln, and their employees, volunteers, agents, and their elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State and/or the City of Lincoln, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State or the City of Lincoln which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State and/or the City gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the City of Lincoln and State’s use of the Licensed Software without the City of Lincoln and State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the City’s use of any intellectual property for which the Contractor has indemnified the City of Lincoln, the Contractor shall at the Contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the City’s behalf to provide the necessary rights to the City of Lincoln to eliminate the infringement, or provide the City of Lincoln with a non-infringing substitute that provides the City of Lincoln the same functionality. At the City’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the City of Lincoln may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor’s performance, the City of Lincoln may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**XX. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State or City of Lincoln any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State of Nebraska.

**YY. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State and the City of Lincoln, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

**ZZ. PATENT RIGHTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The following requirements apply to each contract involving experimental, developmental, or research work:

1. General – If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and the Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the necessary parties are notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and the Contractor agree to take necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." 37 C.F.R Part 401.
3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**AAA. TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the City of Lincoln or the State shall not waive any rights of the City of Lincoln or the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**BBB. RECYCLING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

**CCC. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the City of Lincoln or the State.

**DDD. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**EEE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor certifies that neither the Contractor nor any of its principals or Subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). Further Contractor certifies that neither it nor any of its principals or Subcontractors have, within the three (3) year period preceding this proposal, been convicted of, had a civil judgment rendered against them for, or been indicted or otherwise criminally or civilly charged with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of a Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. In addition, Contractor certifies that neither Contractor nor any of its principals have had one or more public transactions (Federal, State, or local) terminated for cause or default within a three (3) year period preceding this proposal.

The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the City of Lincoln if, during the term of this contract, Contractor becomes debarred. The City of Lincoln may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

The signed and submitted proposal contains material representations of fact relied upon by the State and the City of Lincoln. If it is later determined that the proposer knowingly rendered an erroneous representation of its debarment or suspension status, in addition to remedies available to the State and the City of Lincoln, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR. The proposer further agrees to include a provision requiring such compliance in its lower tier transaction.

**FFF. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

**1. Overtime Requirements**

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages**

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**3. Withholding for Unpaid Wages and Liquidated Damages**

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**4. Subcontracts**

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**GGG. ENERGY POLICY AND CONSERVATION ACT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the Nebraska state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871.) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

#### IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

##### A. PROJECT OVERVIEW

The Nebraska Department of Roads (NDOR) is issuing this Request for Proposal for the purpose of selecting a qualified Contractor to provide a Bike Share System and Services on behalf of the City of Lincoln, to include but not be limited to, equipment, technology, software as a service, and installation.

##### B. PROJECT MANAGEMENT

The contracts resulting from this Request for Proposal will be between the Contractor and the City of Lincoln. The contracts will be administered by the City of Lincoln Public Works Department, Zach Becker, Project Manager.

The Contractor must assign a Project Manager who has been involved in the implementation of proposed similar system and will manage the project to ensure the project stays on task and within scope of the contract in collaboration with the City's Project Manager. The Contractor must employ appropriately skilled staff to build and support the system.

##### 1. PRELIMINARY PROJECT MANAGEMENT PLAN

In the *Technical Requirements Matrix (Attachment A)*, Bidders shall detail their initial Project Management Plan, including timeline milestones starting from the Notice to Proceed to the completion of installations. In addition within the Technical Requirements Matrix, Bidders should address the following components of a Project Management Plan. The Contractor shall have the bike share system fully installed and operational by April 1, 2017.

The Project Management Plan should include:

- a. Project definition and description of tasks scheduled with key milestones defined in terms of duration communicated to the Contractor's and City's project teams;
- b. Descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the system;
- c. Data mapping and conversion of system data;
- d. The resources and the time commitments for training and knowledge transfer activities;
- e. Measurements for proving the knowledge transfer is effective;
- f. Roles and responsibilities as they relate to the project;
- g. Point of contact and procedures for managing problems or issues during the implementation period;
- h. Test plan and procedures;
- i. Risk mitigation plan and strategy; and
- j. Contingency plan for failed implementation.

##### 2. PROJECT MANAGEMENT PLAN

The finalized Project Management Plan must be completed within twenty (20) business days after the contract is awarded and shall be subject to the City of Lincoln's approval. The Contractor's Project Manager and the City's Project Manager will jointly discuss implementation and timing, including any issues that may impact the timeline. The result shall be an updated Project Management Plan. The Project Management Plan shall be mutually agreed to and further developed by both the Contractor and the City. The Project Management Plan shall be considered finalized when the City of Lincoln's Project Manager or designee and the Contractor have provided signature approval of the Plan.

The City reserves the right to approve or reject any changes to the Contractor's Project Manager or other key personnel after the contract is awarded. The City also reserves the right to require key personnel changes, with reasonable notice to the Contractor.

The Contractor's Project Manager and team lead should meet onsite with City staff on an agreed-upon basis in order to report on work progress and general issues and to test approved applications.

##### C. PROJECT ENVIRONMENT

The City of Lincoln envisions a public bike sharing system that will provide convenient, healthy, and cost effective urban transportation for residents, employees, University of Nebraska – Lincoln students, and visitors. The City of Lincoln is seeking to deploy an estimated eighteen (18) public bike sharing stations in downtown Lincoln and on the University of Nebraska – Lincoln's three (3) campuses: City Campus; East Campus; and Innovation Campus. Lincoln is the second most-populace city in Nebraska, with a 2014 population of 272,996 residents in a 93 square mile area. It contains a variety of employment centers, the primary one being downtown which is also home to the State Capitol and the University of Nebraska.

Lincoln has many of the characteristics required to make bike sharing successful, including concentrated population, employment, education, and entertainment centers. In addition, as the capital city and home to the flagship campus of the University of Nebraska, Lincoln attracts large numbers of visitors, especially during the college football season. Lincoln has a high percentage of population age 18-49 (48.7%), a key demographic for bike sharing. Furthermore, a burgeoning cycling culture has been instrumental in establishing, growing, and maintaining Lincoln's 131-mile trails network, on street improvements, bike parking facilities, cycling clubs and social groups, organized events, and competitions. The City of Lincoln has been awarded an American Planning Association Great Places (Great Public Spaces) award for the trails network and has been recognized by the League of American Bicyclists as a Bronze level Bicycle Friendly Community. Additionally, in December 2015, the City of Lincoln opened up the first protected bikeway in the state on N Street that runs for 17 blocks and is a vital link between the trails on each end and two (2) on-street bike lanes that run north/south connecting downtown to the University of Nebraska – Lincoln's City Campus.

Lincoln also has unique challenges compared to other areas that have started bike share systems.

These include:

1. A continental climate with occasional high winds, extreme heat, and extreme cold;
2. A restriction on bikes utilizing some downtown sidewalks;
3. Advertising limitations; and
4. Heavy seasonal visitor demand during University of Nebraska – Lincoln college football game days.

As a part of the City of Lincoln's efforts to implement this vision, the City of Lincoln is interested in developing a public bike share system, which would feature a fleet of shared bicycles that may be rented from one bike share system and returned to another in a network of bike share stations, providing a transportation alternative to motor vehicles trips for residents, employees, and visitors.

Bike share can be an important addition to the city's public transportation network. In cities with established bike share networks, bike share acts as a compliment to existing transit and provides expanded access and service levels for transit riders. With bike share stations at or near major bus stops, the effective range of the transit system can be significantly increased.

With the development of the downtown area, including housing, jobs, and entertainment, additional transportation choices, such as bike share, are seen as a priority feature. Bike share is just one (1) amenity that is attractive to young professionals and growing businesses as a community asset. The program would help people connect to their destinations in a relatively easy manner and also serves the goal of improving the community's quality of life. Bike share can be viewed as an economic development tool to attract and retain workers and businesses as well as an asset for the University of Nebraska – Lincoln in an effort to provide additional options for the students to move around the campus and city.

#### **D. SOLUTION TYPE**

NDOR and the City of Lincoln will be accepting proposals for the following solution types:

- 1) Existing System built for another client that can be transferred and modified to support the primary objectives;
- 2) Commercial Off-The-Shelf Solutions that can be configured, modified, or enhanced to support the primary objectives; or
- 3) Hybrid system combining the best of several different solutions.

#### **E. SOLUTION HOSTING**

The State, on behalf of the City, will be accepting proposals for Contractor hosted solutions for which the proposed solution's application hardware and infrastructure would be owned and maintained by the Contractor. The Contractor shall be responsible for all contract requirements and activities related to hosting the proposed systems and ensure that any updates or transitions occur smoothly without disruption to the City of Lincoln.

Contractor shall host all bike share system components. The Contractor shall be responsible for all contract requirements and activities related to hosting the proposed systems and ensure that any updates or transitions occur smoothly without disruption to the City of Lincoln.

The Bike Share System is to include, but not be limited to: bike share equipment, software/technical services, installation, operations and maintenance, marketing, program growth, and other related services.

#### **F. SCOPE OF WORK**

Bike share members and daily users will be able to utilize a fleet of shared bicycles for short utilitarian, social, recreational, tourism, and fitness trips. Users will be able to pick up and return bicycles from any self-service station after purchasing daily, weekly, monthly, and yearly passes to the shared bicycle fleet.

The bike share system will operate 24 hours per day, 365 days per year, though it may close for significant weather events or other emergencies as determined by the City of Lincoln.

For this RFP, City staff have prepared a list of station locations that can be found in *Attachment B – Site Locations*. City staff have prioritized eighteen (18) station locations with a total of two-hundred eleven (211) docking slots that will serve one-hundred twenty (120) bicycles. The City of Lincoln has identified eighteen (18) stations as an estimated quantity; however, the actual total number of stations purchased will be dependent on the availability of funding. Station planning has been completed by city staff and stations will be located within the public right-of-way or on University property.

Authorization for federal aid funding for the project has been obtained for 18 stations. In the event that the project funding is not available for all 18 stations, fewer stations will be purchased. A UNL License Agreement has not been completed for two (2) of the five (5) UNL locations listed. If funds are available for these two stations, the City of Lincoln will immediately obtain the necessary license agreements for the last two (2) UNL station locations using the same or substantially similar license agreement language.

Bidders are encouraged to develop proposals that maximize the amount of equipment and technology that can be provided. The awarded Bidder will also install, test, and assemble all equipment and technology at prepared station sites.

**G. FEDERAL REGULATIONS**

Due to federal transportation funds being used on this project, Buy America regulations shall be met (See *Attachment C – Buy America*). Therefore, if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States (per 23 CFR 635.410). A manufacturer's certification defining the material(s) used in each product (docking station, bicycle, kiosk) **is required and shall be included with the bid.**

**H. INSTALLATION**

Installation of bicycles, bike share systems and kiosks will take place at multiple locations throughout the City of Lincoln as indicated in *Attachment B - Site Locations*. Contractor shall have all installations complete and fully operational by **April 1, 2017.**

The Contractor shall be responsible for and provide as part of their bid price, the following, at no additional cost to the Nebraska Department of Roads or City of Lincoln:

1. All labor and miscellaneous materials required to install and make operational all bicycles, bike share stations and kiosks in compliance with standard installation procedure;
2. Tools, instruments, and any other necessary equipment required to perform the installation;
3. All required software and licenses to properly operate the system;
4. Travel to and from the installation locations, to include lodging if needed; and
5. Prompt rework of any noncompliance with the standard procedure or unoperational equipment.

**I. BIKE SHARE SYSTEM REQUIREMENTS**

This section provides the requirements of the Lincoln Bike Sharing System for system installation and operations; station and bicycle equipment; software/firmware; hardware, and online presence. The burden is on the Bidder to affirmatively provide information in the *Technical Requirements Matrix (Attachment A)* how these expected system equipment and operational characteristics will be met.

The system requirements describe the necessary components and functional capabilities of the proposed system. These requirements set forth the technical scope of the system and serve as the basis to meet the conditions of this RFP.

System requirements are verifiable details that define what the Bike Share System will do when fully operational and address either functional or performance/operational aspects.

**1. SYSTEM COMPONENTS AND EQUIPMENT (1.0)**

The City of Lincoln is requesting approximately eighteen (18) bike sharing stations accompanied by approximately one hundred twenty (120) bicycles. Contractor shall provide a fully functioning bike share system, to include, but not be limited to: hardware, firmware, software, data collection, storage, equipment, and any other items relevant to the functionality of the system. All necessary materials for the satisfactory performance of the bike share system shall be incorporated, including regularly advertised equipment/accessories as part of the equipment bid, whether or not they may be specifically mentioned. All equipment and components purchased will become the property of the City of Lincoln.

## 1.1 BICYCLE DOCKING STATIONS AND KIOSKS

Bicycle docking stations and kiosks shall be simple, reliable, and designed to be flexible enough to fit in areas that do not impede pedestrian or vehicular traffic. Stations will be installed within public right-of-way within the downtown area and on the University of Nebraska – Lincoln's three (3) urban campuses. Once purchased, delivered, and installed, these stations and kiosks shall become the property of the City of Lincoln. Below is a list of the required characteristics of the bike share stations and kiosks.

The Bidder's proposed Bike Share System stations and kiosks shall include, but not be limited to, the following:

- 1.1.1 System shall be compliant with the requirements under the Americans with Disabilities Act.
- 1.1.2 System shall have the ability to maintain security during a system failure event or loss of system communication.
- 1.1.3 System shall have the ability to protect docked bicycles from theft and vandalism.
- 1.1.4 System shall issue real-time reports between stations and headquarters to report number of bikes per station to facilitate re-distribution.
- 1.1.5 System shall have the ability to self-report malfunctions and mechanical problems.
- 1.1.6 System shall operate without need to connect to electrical grid (this may be accomplished by solar power or other types of alternative energy sources, as feasible); including employment of a backup power source.
- 1.1.7 System shall have clear and prominent instructions directing users how to report problems or a bicycle in need of repair.
- 1.1.8 System shall have a unified look and feel of all stations within the network.
- 1.1.9 System shall convey safety messaging, bicycle laws and warnings affecting cyclists in an easy-to-read format in all lighting conditions.
- 1.1.10 Wireless internet connections are required, using a system that is highly reliable and secure with minimum 128 bit encryption for financial data. The bidder's system must comply with the NITC Information Security Policy to include browser client security and, at a minimum, use of Secure Sockets Layer ("SSL") with 128 bit encryption or higher. (Full NITC 8-101: Information Security Policy is at: <http://nitc.nebraska.gov/standards/8-101.html>. NITC 8-301: Password Standard is at: <http://nitc.nebraska.gov/standards/8-301.html>. NITC 8-302: Identity and Access Management Standard for State Government Agencies is at: <http://nitc.nebraska.gov/standards/8-302.html>.)
- 1.1.11 Modular design, so that the station can accommodate a range of rental slots and adjust capacity after initial construction, depending on user demand.
- 1.1.12 System, including all components and parts, must be highly durable. System must have rust/corrosion preventative coating and materials, and shall be graffiti resistant.
- 1.1.13 System shall have the smallest feasible footprint to enable installation in a space currently used as a parking space or on a wide sidewalk.
- 1.1.14 System station shall have the ability to customize stations with name and sponsor logos on each kiosk, map display, and/or dock as designated by the potential sponsor(s) in compliance with the City of Lincoln's sponsorship policy which is attached hereto as *Attachment D- Sponsorship*.
- 1.1.15 System shall have responsive touch screen kiosks that are in color and visible in direct sunlight.
- 1.1.16 System shall include all weather card readers that must have the ability to accept magnetic strip cards, including but not limited to: membership cards, credit cards, debit cards, including foreign credit cards, and smartcards from universities and transit agencies.
- 1.1.17 System shall have the ability for members to skip kiosk and check out bike directly from individual dock via RFID card or key.
- 1.1.18 Language options shall meet the minimum of English and Spanish included as required language options and preferred additional options of Arabic, Vietnamese, and Mandarin. (*NOTE: Contractor to provide a full list of all language options offered*).

## 1.2 BICYCLES

The Bidder's proposed Bicycles shall include, but not be limited to, the following:

- 1.2.1 Be designed to accommodate, to the greatest extent feasible, people of all shapes and sizes.
- 1.2.2 Shall be a theft and tamper resistant design, to include locking mechanism(s).
- 1.2.3 Shall be of high quality design.
- 1.2.4 Be in upright riding position for confident riding in traffic.
- 1.2.5 Front, rear, and side reflectors.

- 1.2.6 A reliable and intuitive braking system (*internal if possible*).
- 1.2.7 Be easy to operate; including in mounting and holding in stopped position.
- 1.2.8 A cargo carrying component capable of supporting up to twenty (20) pounds for items such as a typical briefcase, book bag, and/or grocery bag.
- 1.2.9 Be one size, which will fit users from 4'8" to 6'4" in height with tool-free seat-only adjustment.
- 1.2.10 Be low maintenance, durable and constructed of tamper, theft, vandalism and rust/corrosion resistant all-weather materials.
- 1.2.11 An enclosed derailleur, drive train, full fenders for protection from grease, dirt, and tire spray.
- 1.2.12 A self-charging, solid white headlight, also rear red tail light (solid and/or blinking), which are visible for at least 500 feet are required at night per City of Lincoln Municipal Code. Both lights need to have the capability to remain lit for up to 60 seconds when the bicycle is not being pedaled.
- 1.2.13 3-speed internal gears with shifters. Bidders may provide pricing for any bikes a bidder may want to offer in addition to the required three (3) speed drive train on *Attachment A*, on the *Cost Proposal Bid Sheet under Optional Items*. To ensure an equal evaluation of all bidders' costs on the bikes, bidders will be evaluated on the cost for the 3-speed drive trains. In addition, the City makes no guarantee it will purchase any bikes with alternate drive trains.
- 1.2.14 Puncture resistant tires and heavy duty, reflective rims.
- 1.2.15 Handlebars that cover components and cables that are outfitted with durable hand grips that are appropriate for local weather conditions in Lincoln, Nebraska.
- 1.2.16 Kickstand, bell, and durable theft and weather-resistant adjustable saddle.
- 1.2.17 An option to equip bicycle(s) with a secondary, on-board lock. Bidders shall provide pricing for the secondary on-board lock on *Attachment A*, on the *Cost Proposal Bid Sheet under Optional Items*. In addition, the City makes no guarantee it will purchase additional secondary locks.
- 1.2.18 Self-charging GPS with a minimum of ten percent (10%) of bikes using active GPS.
- 1.2.19 A RFID tag (anti-theft mechanism and unique identification of each bike).
- 1.2.20 The capacity to convey maintenance and customer service information on the bicycle.
- 1.2.21 Ability to customize bikes with name and sponsor logos on each bicycle's rear fender/wheel, chain guard, handlebars, and/or front placard as designated by the potential sponsor(s).
- 1.2.22 Once purchased, delivered, and installed, the bicycles shall be the property of the City of Lincoln.

### **1.3 EQUIPMENT REQUIREMENTS**

- 1.3.1 All stations, kiosks, including hardware and software of the system, bicycles, and any and all equipment shall be of the latest manufacture in production as of the date of the RFP and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of bike share equipment shall be incorporated whether or not they may be specifically mentioned herein.
- 1.3.2 Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### **1.4 GRAY MARKET PRODUCT PROHIBITION**

- 1.4.1 The NDOR will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons. *Industries Regulation Act, Chapter 60, Article 14*.

### **1.5 SUBSTITUTIONS**

- 1.5.1 Contractor will not substitute any item that has been awarded without prior written approval of the NDOR and the City of Lincoln.

## **2. HARDWARE & SOFTWARE REQUIREMENTS (2.0)**

Contractor shall furnish and install system software and related items as described within this section. Depending on the proposed system bid, Contractor shall ensure the solution encompasses all hardware, firmware and software on kiosks, stations, and bikes as well as for the server.

### **2.1 HARDWARE**

The RFP response must include all necessary hardware, systems firmware/software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements necessary to optimally effect the proposed solution. The solution offered must take into consideration the City's data storage requirements over the entire contract term, including the optional renewal period(s).

### **2.2 SOFTWARE**

Contractor shall include any and all software required to properly operate and maintain the equipment bid, at no additional cost to the State or City of Lincoln.

Contractor's software must have the ability:

- 2.2.1 To control/disable entire system, individual stations, kiosks and bikes from system headquarters via wireless connectivity or online operator's personal computer.
- 2.2.2 To provide data security, particularly for financial data, user names, and addresses.
- 2.2.3 For users to read and accept a liability waiver via kiosk and online via website or mobile app.
- 2.2.4 To issue reports to maintenance crews indicating where to rebalance and where bicycles needing repair are located.
- 2.2.5 To adjust hours of operation for specific stations or entire system, with the capacity to operate 24 hours a day.
- 2.2.6 To adjust prices for check-out and bike usage by day, time, station.
- 2.2.7 System in place to enable bike check-ins and check-outs away from station locations, such as at community events or athletic events.
- 2.2.8 To potentially link the City of Lincoln system to other bike share systems, so that users of each can utilize all systems with a single membership card.
- 2.2.9 To collect email addresses, email receipts, and sign users up for e-newsletter.
- 2.2.10 To process paperless transactions.
- 2.2.11 To purchase daily, weekly, monthly, and annual memberships at the kiosk.
- 2.2.12 To generate detailed reports by date/week/month/quarter/year.
- 2.2.13 Software versions and/or updates shall not prevent the State or the City of Lincoln from using any functions, in whole or in part, or cause deficiencies or defects in the software within the system.
- 2.2.14 To provide software and online upgrades at no additional cost during the term of contract and all renewal terms. All software must be kept current with the latest release provided to any other system in the United States.

### **2.3 VERSIONS**

The Contractor will, during the contract, maintain any and all third-party software products at their most current version or no more than two (2) versions back from the most current version at no additional charge to the State or City of Lincoln, provided that such third-party software version upgrades can be installed and maintained with the City staff indicated in the Proposal for the Maintenance and Support services.

However, the Contractor of the Bike Share System will not maintain any third-party software versions, including two (2) versions back, if any such version would prevent the City of Lincoln from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the proposed solution. If implementation of an upgrade to a third-party software product requires Contractor personnel, in addition to the City staff proposed in the proposal for the Maintenance and Support Services, the City and Contractor must mutually agree to implement such an upgrade. Any costs that are charged by a third-party software manufacturer for a necessary upgrade of this system to a third-party software product that is not covered by such Software's Maintenance and Support agreement will be charged to and paid for by the Contractor.

The Contractor will, during the contract, maintain any and all software products that are used in the functionality of the Bike Share system at their most current version or no more than two (2) versions back from the most current version at no additional charge to the State or City of Lincoln, provided that such software version upgrades can be installed and maintained with the City staff indicated in the Proposal for the Maintenance and Support services. Any software upgrades or features that are not expressly created for an individual client will be considered a software version changes and subject to inclusion into the Bike Share System.

## **2.4 LICENSES**

- 2.4.1 Contractor shall provide all necessary licenses, including for database, operating systems, third-party software applications, etc., used for the project including installations of such software in servers, kiosks, stations, workstations, laptops, and other computing devices. Licensing must cover all aspects of the proposed solution. All software license terms shall be perpetual with no recurring fees. The terms and conditions of software license will be incorporated into the final contract. Prior to finalizing the contract, the City reserves the right to negotiate terms of the software license. Licenses are included at no additional cost to the City of Lincoln or the State.

## **2.5 BIKE SHARE SYSTEM SOFTWARE FOR KIOSKS**

- 2.5.1 Software for kiosks shall be designed, owned and operated by the Contractor.
- 2.5.2 All data stored on kiosks shall be the property of the City of Lincoln.
- 2.5.3 Software for kiosks shall be in continuous operation 24 hours per day, 365 days per year.
- 2.5.4 Software for kiosks shall have a high degree of reliability with not less than 99.9% monthly uptime.
- 2.5.5 Kiosk hardware shall receive firmware/software updates via cellular communications equipment as "over-the-air" updates.
- 2.5.6 Secure with minimum 128 bit encryption for financial data. The bidder's system must comply with the NITC Information Security Policy to include browser client security and, at a minimum, use of Secure Sockets Layer ("SSL") with 128 bit encryption or higher. (Full NITC 8-101: Information Security Policy is at: <http://nitc.nebraska.gov/standards/8-101.html>. NITC 8-301: Password Standard is at: <http://nitc.nebraska.gov/standards/8-301.html>. NITC 8-302: Identity and Access Management Standard for State Government Agencies is at: <http://nitc.nebraska.gov/standards/8-302.html>.)

## **2.6 BICYCLE RENTAL OPTIONS (PASSES)**

- 2.6.1 Bicycle rental shall have the capability to be processed online, by mobile app and at individual kiosks.
- 2.6.2 Daily passcode rental option, good for 24 hours in half hour increments.
- 2.6.3 Monthly membership passcode/card rental option.
- 2.6.4 Annual membership passcode/card rental option.

## **3. CONTRACTOR COMPONENTS (3.0)**

### **3.1 BIKE SHARE SYSTEM SERVER**

- 3.1.1 Server(s) shall be designed, owned and operated by the Contractor at a location of their choosing. Alternatively, the Contractor may use servers owned and operated by a disclosed Subcontractor.
- 3.1.2 All data stored on server(s) shall be the property of the City of Lincoln.
- 3.1.3 Server(s) shall be capable of supporting a minimum of 250 total concurrent users.
- 3.1.4 Server(s) shall be in continuous operation 24 hours per day, 365 days per year.
- 3.1.5 Server(s) shall have a high degree of reliability with not less than 99.9% monthly uptime.
- 3.1.6 Secure with minimum 128 bit encryption for financial data. The bidder's system must comply with the NITC Information Security Policy to include browser client security and, at a minimum, use of Secure Sockets Layer ("SSL") with 128 bit encryption or higher. (Full NITC 8-101: Information Security Policy is at: <http://nitc.nebraska.gov/standards/8-101.html>. NITC 8-301: Password Standard is at: <http://nitc.nebraska.gov/standards/8-301.html>. NITC 8-302: Identity and Access Management Standard for State Government Agencies is at: <http://nitc.nebraska.gov/standards/8-302.html>.)

### **3.2 MOBILE APPLICATION**

- 3.2.1 Contractor shall provide access to the Bike Share Program through a mobile application.
- a. Mobile application shall be operable on the following platforms:
- Android version 4.2.x or newer
  - iOS version 5.1.1 or newer
- 3.2.2 The ability for users to sign a liability waiver agreement through the mobile application.
- 3.2.3 Mobile application shall be capable of displaying bike share data, to include, but not be limited to, the following:
- a. Map view
- b. Bike Share locations
- c. Rental rates
- d. Text forecast

- e. Alerts
- f. Routes

### 3.3 ONLINE WEBSITE

The Contractor's online website shall include, but not be limited to, the following:

- 3.3.1 Bicycle safety information, laws, and/or warnings affecting bicyclists.
- 3.3.2 The ability to accept and/or allow users to purchase or change their membership.
- 3.3.3 The ability for users to track number of available bikes and open docking points in each station via web page and/or smart phone.
- 3.3.4 The ability for users to sign an online liability waiver agreement.
- 3.3.5 The displaying phone and email contact information prominently on website.
- 3.3.6 The displaying logos of sponsors on website and mobile application.
- 3.3.7 Be personalized to the Lincoln bike sharing system, coordinated with partner organizations and/or municipalities, with basic information, FAQ's, and brochure and map downloads.
- 3.3.8 The offering of membership discounts to certain populations online, including students, senior citizens, and employees of a certain organization.
- 3.3.9 Language options shall meet the minimum of English and Spanish included as required language options and preferred additional options of Arabic, Vietnamese, and Mandarin. (please provide a full list of all language options offered).
- 3.3.10 The ability for users to pay monthly installments toward the price of annual membership.
- 3.3.11 All elements of the website shall be fully functional and thoroughly tested by March 1, 2017 before system is operational and available to the public.
- 3.3.12 The ability to easily navigable station map, also accessible on mobile application.
- 3.3.13 A mechanism for users to report problems and, make system improvement suggestions.
- 3.3.14 Social media integration on website, such as Twitter/Facebook/blog feeds.
- 3.3.15 The ability to collect survey information and customer satisfaction ratings.
- 3.3.16 A search engine optimization for "Lincoln Bike Share" and similar queries.
- 3.3.17 Personalized member webpages that provide desired user reporting metrics information.
- 3.3.18 Social networking features, such as member "leader boards" displaying most active users for the week, month, and year.

### 3.4 REPORTS

System software shall be able to track and report the following user reporting metrics, including, but not limited to:

- 3.4.1 Total users (24-hour/week/month/year)
- 3.4.2 Detailed trip characteristic reports (day/month/year)
- 3.4.3 Detailed miles traveled report
- 3.4.4 Detailed calories burned report
- 3.4.5 GPS bike route reports
- 3.4.6 User demographics
- 3.4.7 Vehicle miles reduced
- 3.4.8 Gallons of gasoline saved
- 3.4.9 Carbon emissions reduced
- 3.4.10 As requested, custom queries will be available within thirty (30) days to the City.

The City will indicate the format of the data that shall be provided with monthly invoices.

### J. MEMBERSHIP CARDS (OPTIONAL)

Contractor shall provide pricing for supplying Bike Share membership cards that can be customized with the local brand logo. This is an optional item and may not be awarded.

### K. STORAGE

All data collected via the Bike Share Program by the Contractor on behalf of the City of Lincoln shall be stored by the Contractor for five (5) years beyond the life of the contract and must be readily accessible on website within two (2) business days of a request.

All data collected is the property of the City of Lincoln; all information shall be turned over to the City of Lincoln thirty (30) calendars days from end of the contract.

**L. WARRANTIES**

1. Bike share stations and kiosks shall be warranted for a two (2) year period following installation and final system acceptance of the Bike Share system components as defined in this RFP. Warranty to include all parts and services associated with the overall system, but may not require onsite service unless deemed necessary by both parties.
2. Bicycles shall be warranted for a minimum of one (1) year following installation and final system acceptance of the Bike Share system components as defined in this RFP. Warranty to include all parts and services associated with the overall system, but may not require onsite service unless deemed necessary by both parties.

**M. SYSTEM CONNECTIVITY SET-UP/TESTING**

The Contractor shall define and document test requirements and a schedule for testing hardware, firmware, and all software. Testing requirements shall include any compliance testing with the industry standards and regulations. The Contractor shall be responsible for carrying out unit, system, and integration testing for all programs, modules, and sub-systems throughout the development and management life cycles. The Contractor is responsible for successfully completing system and user system acceptance testing prior to implementation.

The Contractor is responsible for certifying that each program, module, and sub-system meets or exceeds all of the functional, technical, and performance requirements prior to implementation. The Contractor shall be responsible for working with City of Lincoln in structuring testing environments that mirror the production environment.

The Contractor is also responsible for the initial development of user test scenarios, establishing testing procedures and protocols, etc. System acceptance testing will include testing by users of all system functions, including, but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components. It will offer the opportunity to test documentation, procedures, and business processes.

**N. FINAL SYSTEM ACCEPTANCE**

Final system acceptance is the point at which the solution has been fully implemented (meets all established functional and technical requirements) for the City of Lincoln. This is the point at which the Operations and Maintenance Phases begin.

**O. OPERATIONS AND MAINTENANCE PHASE - BICYCLES AND STATIONS**

**1. OVERVIEW**

Operations and Maintenance (O&M) activities include, but are not limited to, the following:

- a. Perform equipment and site maintenance. *NOTE: Maintenance shall be conducted as mutually agreed upon by both the City of Lincoln and the Contractor.*
- b. Record, track and resolve equipment defects at no additional cost to the State or City of Lincoln.
- c. Bicycle balancing and distribution.
- d. Provide technical support with predefined technical support levels.
- e. Support policy and process changes.
- f. Sponsorship.
- g. Marketing and public relations.
- h. Keep all written material, including system documentation, up to date as changes occur.

**2. OPERATING PROCEDURES GUIDE**

The Contractor shall develop and maintain documentation on operating procedures to assist technical staff in operation and maintenance of the system. These procedures help define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation of both systems. The Operating Procedure Guide must be continuously updated to reflect the latest changes. This shall be provided at no additional cost to the City of Lincoln.

**3. BICYCLE BALANCING AND DISTRIBUTION**

Bidders must address in the Technical Requirements Matrix their plan for how they will rebalance and redistribute bikes and the procedures they will implement to reclaim lost or stolen bikes, including how their dynamic pricing structure and/or other mechanisms will be offered/utilized to end users to encourage natural system-wide balancing.

#### **4. EQUIPMENT AND SITE MAINTENANCE**

Contractor shall be responsible for providing comprehensive operations and maintenance of the system. Thus, bidders must address in the Technical Requirements Matrix how they will provide comprehensive operations and maintenance of the system as well as detailing the audit procedures for these standards, including but not limited to, addressing the following which shall be the responsibility of the Contractor:

- a. Inspection and repair or replacement of the drive chain to ensure proper functioning and lubrication.
- b. Inspection and repair or replacement of handlebar to ensure proper centering and tightness.
- c. Inspection and repair or replacement of tires to ensure proper inflation.
- d. Inspection and repair or replacement of brakes for excessive wear to ensure proper working order.
- e. Inspection and repair or replacement of bike seat/saddle to ensure proper tightness.
- f. Inspection and repair or replacement of shifters to ensure proper functioning.
- g. Inspection and repair or replacement of lights to ensure proper functioning.
- h. Inspection and repair or replacement of the basket, bell, and advertisements, including ensuring all are attached properly.
- i. Ensuring bicycles are clean and attractive for use.
- j. Removal and repair of bicycles that have been reported as damaged or unusable within 24 hours after the initial report.
- k. Repair of a bike share station and/or kiosk that has been reported as damaged or unusable within 24 hours after the initial report.
- l. Replacement of any equipment that is beyond repair should be completed within ten (10) business days.
- m. Contractor assumes all responsibility for costs, repair, and replacement for damages to station, bicycles, and their service vehicles.
- n. Eighty-five percent (85%) of the bicycle fleet must be in working condition and available to users or a performance fee of \$100/per day will be assessed. If less than seventy percent (70%) of bikes are in working condition, a performance fee of \$250/per day will be assessed. If less than fifty percent (50%) of bikes are in working condition, a performance fee of \$500/per day will be assessed.
- o. Removal of snow in and around all stations in accordance with existing snow removal schedules of the City and any other agency or organization.
- p. Ability to perform maintenance work for stations and kiosks on-site.
- q. Contractor shall develop a process for situations in which a user wants to return a bike to a station that is full or rent a bike from a station that is empty.
- r. Provide a 24 hour a day customer service operation call center.
- s. Recording of all maintenance visits, cleaning, and repairs using a modern computerized inventory management system.
- t. Contractor shall replace defective stations, kiosks, and/or bikes within two (2) business days of being notified. During the warranty period, replacement units and installation services shall be provided at no additional cost to the City of Lincoln.
- u. Contractor shall provide rebalancing and support for up to fifteen (15) special events per year, as requested by the City of Lincoln.

#### **5. SPONSORSHIP**

In an effort to set the Lincoln Bike Share program for success, the City of Lincoln has secured sponsorships to fully fund the first year of operations and partially fund the second year of operations.

The City of Lincoln has sponsorship agreements in place with four (4) different organizations and businesses (Attachments E-H). The Contractor shall honor the existing sponsorship agreements and maintain a good, working relationship with existing and future sponsors of the Lincoln Bike Share Program. The Contractor will work with sponsors on providing free or reduced rate memberships for employees, students, program members, etc.

#### **6. MARKETING AND PUBLIC RELATIONS**

Bidders shall propose strategies to market the bike share program including but not limited to:

- a. A Marketing and PR program that generates enthusiasm prior to system launch and ongoing elements, with a modern theme;
- b. Providing a public relations crisis management program to address fatalities or serious injuries;
- c. Monthly report to the City and bike share sponsors analyzing system operations, including age statistics, origin and destination data, new subscribers, etc.;
- d. Creating and managing social media accounts, to keep members abreast of day-to-day operations and special communications;
- e. Outreach to low-income, Limited English Proficient (LEP), and other traditionally underserved populations;
- f. Managing and growing bike share ridership; and
- g. Due to the bike share program being initially funded with federal transportation dollars, describe how all profit would be used to expand the bike share system and fund future maintenance needs.

**7. EXTENDED HARDWARE SERVICES WARRANTY**

Contractor shall provide cost information to allow the City of Lincoln the option to purchase up to three (3) one (1) year period warranty extensions beyond two (2) year base warranty period.

**P. OPERATION AND MAINTENANCE - SYSTEM SOFTWARE AND HARDWARE (including Kiosks, Stations, and Servers)**

**1. OVERVIEW**

Operations and Maintenance (O&M) activities include, but are not limited to, the following:

- a. Perform system maintenance, including testing, documentation, etc. *NOTE: Maintenance shall be conducted as mutually agreed upon by both the City of Lincoln and the Contractor.*
- b. Record, track and resolve system defects at no additional cost to the State or City of Lincoln.
- c. Conduct necessary software/firmware updates, including on Kiosks.
- d. Conduct maintenance of interfaces.
- e. Provide technical support with predefined technical support levels.
- f. Provide security management.
- g. Support policy and process changes.
- h. Keep all written material, including system documentation, up to date as changes occur.

**2. OPERATING PROCEDURES GUIDE**

The Contractor shall develop and maintain documentation on operating procedures to assist staff in operation and maintenance of the system. These procedures help define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation of the system. The Operating Procedure Guide must be continuously updated to reflect the latest changes.

**3. SYSTEM MAINTENANCE**

Contractor shall be responsible for providing comprehensive operations and maintenance of the system. Thus, bidders must address in the Technical Requirements Matrix how they will provide comprehensive operations and maintenance of the system as well as detailing the audit procedures for these standards, including but not limited to, addressing the following which shall be the responsibility of the Contractor:

- a. Contractor shall perform maintenance on all firmware/software and hardware.
- b. Contractor shall work to resolve all operating issues for the system to restore functionality.
- c. Contractor assumes all responsibility for costs associated for servicing system firmware/software and hardware.
- d. Contractor shall have the ability to perform maintenance remotely and on-site, if required.
- e. Recording of all maintenance visits, repairs, and servicing using a modern computerized inventory management system.

**4. ON-GOING TECHNICAL SUPPORT SERVICES**

Contractor shall provide phone and/or online technical support to end users at no additional cost to the City of Lincoln 24 hours a day for the duration of the contract and all subsequent renewal periods. The Contractor shall respond to calls/emails for assistance within one (1) hour or less. Technical support shall be defined as any equipment or technical issues for the entire system which may arise during the contract period to include, but not limited to:

- a. Equipment operation;
- b. Payment issues;
- c. Damage reporting;
- d. User access.

**5. ON-CALL ON-SITE HARDWARE SUPPORT SERVICES**

During the warranty period, Contractor shall provide on-call on-site support services to repair and/or replace faulty hardware devices installed in the kiosks at no additional cost to the City of Lincoln. Support services shall be available during normal business hours Monday through Friday, 8:00 A.M – 4:30 P.M. CST. Contractor shall be on-site within 48 hours maximum after the initial call for service. After the warranty period, on-call on-site support services will be provided at the hourly price listed on the Cost Proposal Bid Sheet.

**6. EMERGENCY ON-CALL HARDWARE SUPPORT SERVICES**

On an as-needed basis during the warranty period, Contractor shall provide a certified technician for on-call emergency repair services after-hours, weekends and holidays at no additional cost to the City of Lincoln. Contractor's technician shall be on-site within 48 hours maximum after the initial call for service. After the warranty period, emergency services will be provided at the hourly price listed on the Cost Proposal Bid Sheet.

**7. EMERGENCY ON-CALL SOFTWARE SUPPORT SERVICES**

Emergency remote support shall also be provided by the Contractor via telephone and email for maintenance problems regarding the solution's software after-hours, weekends and holidays at no additional cost to the City of Lincoln. Contractor must provide remote assistance within one (1) hour after notification. After the warranty period, emergency services will be provided at the hourly price listed on the Cost Proposal Bid Sheet.

**8. PROBLEM RESOLUTION PLAN**

The Contractor shall establish procedures for receiving, recording, and tracking problem reports and modification requests from users, and providing feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process. The Contractor shall implement (or establish organizational interfaces with) the configuration management process for managing resolutions to the existing system.

The Contractor and City of Lincoln will develop a mutually agreeable Problem Analysis and Resolution Plan prior to completion of the system implementation.

**Q. TRAINING**

Bidder must describe in the *Technical Requirements Matrix – Attachment A* their strategy for two (2) four-hour (4) on-site training sessions for up to twenty-five (25) individuals at a designated location in Lincoln, NE, which shall include training on hardware maintenance, bicycle redistribution, software management, and customer service. All costs for training, materials and travel expenses shall be at no additional cost to the State or City of Lincoln.

**R. DELIVERY REQUIREMENTS/LOCATIONS**

Contractor shall be responsible for the delivery of all items, assembled by the Contractor, to the installation locations. Neither the State nor the City of Lincoln will be responsible for hardware, equipment or other items delivered ahead of the installation, during installation or left remaining after installation is complete. Contractor shall deliver Bike Share components on-site as indicated on *Attachment B – Site Locations*.

**S. DELIVERABLES**

Bike Share System and Services for the City of Lincoln as stated within this RFP.

## V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions, format and order:

### A. PROPOSAL SUBMISSION

#### 1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

#### 2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

##### a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

##### b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

##### c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the City of Lincoln.

The State, in consultation with the City, may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

##### d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the City of Lincoln must be identified.

**e. RELATIONSHIPS WITH THE STATE/CITY OF LINCOLN**

The bidder shall describe any dealings with the State and/or City of Lincoln over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State and/or City, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE/CITY OF LINCOLN**

If any party named in the bidder's proposal response is or was an employee of the State and/or the City of Lincoln within the past three (3) months, identify the individual(s) by name, State/City agency with whom employed, job title or position held with the State/City, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska or City of Lincoln is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State/City (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State/City, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State and the City of Lincoln will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The City, in consultation with the State, will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
  - 1) The time period of the project;
  - 1) The scheduled and actual completion dates;
  - 2) The Contractor's responsibilities;
  - 3) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - 4) Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

**i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the City's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the City project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The City, in consultation with the State, will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the City.

**j. SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. Name, address, and telephone number of the Subcontractor(s);
- ii. Specific tasks for each Subcontractor(s);
- iii. Percentage of performance hours intended for each Subcontract; and
- iv. Total percentage of Subcontractor(s) performance hours.

**3. TECHNICAL APPROACH**

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan (including Matrices); and
- e. Deliverables and due dates.

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in the RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

**1. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The City, in consultation with the State, reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**2. CHANGE MANAGEMENT**

The City includes on-going system maintenance and updates as part of the contract requirements of operating the Bike Share System. However, there may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.

**a. CHANGE MANAGEMENT SCENARIOS**

Examples of additional work scenarios for the entire system as defined above which may arise during the contract period to include, but not be limited to:

- i. Modifications in design of application;
- ii. Modification of components, vehicle hardware, design changes, and deployment of changes;
- iii. The Contractor must commit to responsive communication with the City of Lincoln responsible staff, assisting with individual support, mentoring and coaching capacity and providing status reports on the application;
- iv. Ongoing development services;
- v. Ongoing system maintenance;
- vi. Planning of system upgrades and enhancements.

**b. CHANGE MANAGEMENT PROCESS**

The Contractor may submit Change Orders which fall under change management as described herein. An hourly rate for Change Management must be included on Attachment A, Form 5. The Change Order must be acknowledged and accepted in writing by the City before any additional work is undertaken. Each Change Order Request submitted by the Contractor will:

- i. Provide a clear description of what is included in each change request.
- ii. Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- iii. Support the Change Management Process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

**c. FIXED HOURLY RATES**

NDOR requires the following pricing approach be used when addressing Change Management tasks and activities:

- i. An hourly rate for Change Management must be included on Attachment A, Form 5.
- ii. Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response.

**3. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**C. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

**Form A Bidder Contact Sheet**  
**Request for Proposal Number R72-16**

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	