

REQUEST FOR QUALIFICATIONS (RFQ)
Issued by
Transit for Livable Communities (TLC) for
Nice Ride Feasibility Study

PROPOSAL DUE DATE: OCTOBER 26, 2009

TLC invites responses from professionals qualified to review and assess plans for Nice Ride, the proposed bike sharing program in the City of Minneapolis, which is part of TLC's Bike Walk Twin Cities program funded under the Non-motorized Transportation Pilot Program.

This RFQ does not obligate Transit for Livable Communities to award a Contract or complete the project, and Transit for Livable Communities reserves the right to cancel the solicitation if it is considered to be in its best interest.

Project Specific Information

Non-Motorized Transportation Pilot Program Overview

The six-year federal transportation bill (SAFETEA-LU) enacted in the summer of 2005 authorized a Non-Motorized Transportation Pilot (NTP) Program in four communities, including Minneapolis and adjoining communities in Minnesota.

In the 2005 federal transportation bill, the United States Congress designated Transit for Livable Communities to administer the NTP program in Minnesota. TLC is implementing the Non-Motorized Transportation Pilot Program under the name of Bike/Walk Twin Cities.

Transit for Livable Communities is using a number of different strategies to implement the NTP program in the pilot area. Those include: direct grants, soliciting applications for planning, operations, and infrastructure grants, and overseeing an education and promotional effort. One such project provides funding to Minneapolis for Nice Ride, a bike sharing program in the City of Minneapolis. Additional information on Nice Ride can be found at <http://www.niceridemn.com>.

Scope of Work and Deliverables

TLC is issuing this Request for Qualifications to obtain professional services assistance to research, assess, and summarize the financial and programmatic feasibility of Nice Ride.

The scope of work shall include the development of a 5- to 10-page report that includes, at a minimum, the following:

1. **An assessment of the soundness of the business plan**
Review the business plan to determine if the assumptions and business plan are sound. Review the cash flow analysis and assess if the necessary elements have been appropriately taken into consideration.

2. **An assessment of whether the projected subscriptions rates and proposed locations are justifiable in light of local pedestrian activity levels.**
Considering the overall mode share mix in the service area, proposed bike share kiosk locations, existing infrastructure, and cultural attitudes, assess whether subscription rate/price and usage assumptions are reasonable.

Key indicators of success for bike sharing are pedestrian activity, high density and mixed-use. The report should assess the correlation between these indicators and bike share demand, and determine how

the Minneapolis service district compares to the service district in other cities. This analysis should address key differences between U.S. and European cities -- especially volume of transit trips, automobile ownership, bicycle ownership, cultural attitudes to walk longer distances.

3. **An assessment of what level of mode shift is probable and possible.**

Mode shift is difficult to measure, since it is dependent on generalized survey data, and difficult to extrapolate to other cities due to differences in infrastructure and culture. The report should assess projected mode shift possible for Nice Ride and compare it to relevant data from other cities.

4. **Recommendations that would enhance the Nice Ride Program.** In addition to an assessment of the soundness of the business plan, we are seeking general recommendations regarding strategies to improve the sustainability of the business model and maximize usage of the bike share system. Areas of particular importance: proposed pricing, strategies to limit losses due to theft and vandalism, and kiosk locations.

Other work tasks will include:

1. Review background materials provided by TLC and gather additional information necessary for the drafting of the Report. Existing readily available information includes:
 - Nice Ride business plan
 - Spreadsheets used in development of business plan
 - Strategic marketing study
 - Surveys and market insight work
 - Site location study
 - Transit boarding data
 - Access to Nice Ride staff
2. Present or debrief report findings either in-person or by phone to be determined by TLC.

Timeline

Completion of the report will take place between November 2, 2009 (or as soon as the contract is executed) and November 30, 2010. Briefing or presentation of findings will follow completion of report. The format of the briefing will be determined by TLC and will take place in December 2009.

Project Constraints/Contract Maximum

The consultant will report to Transit for Livable Communities.

This contract shall be completed by January 15, 2010. The contract maximum for this RFQ will be negotiated with the selected vendor and will be dependent on the negotiated scope of work. TLC anticipates negotiating a contract amount between \$5,000 - \$10,000, exclusive of any possible travel expenses.

Addenda/Clarifications

Any changes to this RFQ will be made by written addendum. No oral modification will be binding. Any changes to this RFQ can be found at www.tlcmnnesota.org. It is the responsibility of the proposer to check the website regularly for any changes to this RFQ.

Proposal Content

The following will be considered minimum contents of the proposal.

1. **Letter of Transmittal.** Address the letter of transmittal to Transit for Livable Communities, Attention: Ms. Joan Pasiuk, 626 Selby Avenue, Saint Paul, MN 55104. Include, at a minimum, the following:
 - a. Identification of the offering consultant and/or firm(s), including name, address, and telephone number of each firm.
 - b. Name, title, address, telephone, fax numbers, and email address of contact person during period of proposal evaluation.
 - c. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
 - d. A statement of the proposer's professional billable hourly rate and any anticipated expenses.
 - e. Signature of a person authorized to bind the offering firm to the terms of the proposal.
2. **Qualifications and Experience.** Include a resume for each person proposed to work on the project and describe the firm's qualifications for this project.
3. **Implementation Steps.** Prepare a one-page summary of implementation steps and estimated hours to complete the report.

Proposal Evaluation

Representatives of Transit for Livable Communities will evaluate all responses received by the deadline. In some instances, an interview may be part of the evaluation process. Proposals will be evaluated on the experience and qualifications of the firm and the people assigned to the project, cost, and other factors determined relevant by TLC. Firms that have been designated by the Minnesota Department of Transportation as a Disadvantaged Business Enterprise are encouraged to submit proposals.

Proposal Submittal

All proposals must be emailed, mailed via U.S. mail or delivered to:

Joan Pasiuk, Program Director, Bike/Walk Twin Cities
Transit for Livable Communities
626 Selby Avenue
Saint Paul, MN 55104
joanp@tlcminnesota.org

All responses must be received no later 2:00 p.m. Central Standard Time on October 26, 2009.

Proposal Questions

Responders who have any questions regarding this RFQ must submit questions by e-mail or phone to Joan Pasiuk 651-767-0298 x109, joanp@tlcminnesota.org.

General Information

Responders must adhere to all terms of this RFQ.

Late proposals will not be considered.

All costs incurred in responding to this RFQ will be borne by the responder.

Transit for Livable Communities Not Obligated To Complete Project

This RFQ does not obligate Transit for Livable Communities to award a Contract or complete the project, and Transit for Livable Communities reserves the right to cancel the solicitation if it is considered to be in its best interest.

Disposition of Responses

All materials submitted in response to this RFQ will become property of Transit for Livable Communities and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Transit for Livable Communities, its agents and employees, from any judgments or damages awarded against Transit for Livable Communities in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Transit for Livable Communities' award of a Contract. In submitting a response to this RFQ, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of Transit for Livable Communities. Transit for Livable Communities is required to keep all the basic documents related to its Contracts, including responses to RFQs for a minimum of seven years.

Transit for Livable Communities will not consider the prices submitted by the responder to be proprietary or trade secret materials.

Responses to this RFQ will not be open for public review until Transit for Livable Communities decides to pursue a Contract and that Contract is executed.

Contract

The selected Consultant will be asked to enter into an agreement with TLC. Because the work under this project utilizes federal funds and is administered through the Minnesota Department of Transportation (MN/DOT), TLC will incorporate Mn/DOT contract requirements including the insurance requirements listed below. **Consultants, who take exception to these insurance requirements, must indicate an exception in its proposal. TLC is willing to discuss alternative insurance requirements if warranted.**

1. The successful responder must provide a certificate of insurance to TLC no later than 30 days after executing the resulting Contract, and prior to performing any work under the Contract. Insurance certificates must show all insurance coverage as required by the contract to the satisfaction of TLC. The successful responder will be required to maintain such insurance in full force and effect throughout the term of the Contract.
2. The successful responder will be required to maintain and furnish satisfactory evidence of the following insurance policies:
 - a. **Workers' Compensation Insurance:** Except as provided below, the successful responder must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, the

successful responder must require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:

- \$100,000.00 – Bodily Injury by Disease per employee
- \$500,000.00 – Bodily Injury by Disease aggregate
- \$100,000.00 – Bodily Injury by Accident

If Minnesota law exempts the successful responder from Workers Compensation insurance requirements or if the successful responder has no employees in the state of Minnesota, the responder will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the responder from the Minnesota Workers Compensation insurance requirements.

- b. **Commercial General Liability:** The successful responder will be required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the successful responder or by a subcontractor or by anyone directly or indirectly employed by the successful responder under the Contract. Insurance **minimum** amounts will be as follows:

- \$1,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured

- c. **Commercial Automobile Liability:** The successful responder will required to maintain insurance protecting it from claims for damages for bodily injury, as well as from claims for property damage resulting from the ownership, operation, maintenance, or use of all owned, hired, and non-owned autos which may arise from operations under the contract, and in any case where work is subcontracted the successful responder must require the subcontractor to provide Commercial Automobile Liability.

Insurance **minimum** amounts will be as follows:

- \$1,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile
- State of Minnesota named as an Additional Insured

- d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** The successful responder will be required to carry the following **minimum** amounts:

- \$1,000,000.00 – per claim or event
- \$1,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed \$10,000.00 without the written approval of TLC.

The retroactive or prior acts date of such coverage shall not be after the effective date of the contract.

This policy must provide coverage for all claims the successful respondent may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the

successful responder's professional services required under the contract, and must include an extended reporting period provision of a minimum of five years if commercially available, otherwise a minimum of three years, following completion of the work.

e. Additional Insurance Conditions:

- i. The successful responder's policy(ies) must be primary insurance to any other valid and collectible insurance available to TLC with respect to any claim arising out of the contract;
- ii. The successful responder's policy(ies) must provide TLC with 30 days advance notice of cancellation, nonrenewal, reduction in limits of coverage, or other material change;
- iii. The successful responder will be responsible for payment of Contract related insurance premiums and deductibles;
- iv. If the successful responder is self-insured, a certificate of self-insurance must be attached;
- v. The successful responder must include legal defense fees in addition to its liability policy limits, with the exception of section 2(d) above; and
- vi. The successful responder will be required to obtain insurance policies from an insurance company authorized to do business in the state of Minnesota and having an "AM BEST" rating of A- (minus); and Financial Size Category (FSC) VII or better.

TLC will reserve the right to immediately terminate the Contract if the successful responder is not in compliance with the insurance requirements and will also retain all rights to pursue any legal remedies against the successful responder. All insurance policies must be open to inspection by TLC and copies of policies must be submitted to TLC's Authorized Representative upon written request

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