

REQUEST FOR PROPOSAL

NKU-43-19



Bike Share and Electric Scooters

July 18, 2019

Proposal NO: NKU-4319
Issue Date: July 18, 2019
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF PROPOSAL TO:

Northern Kentucky University Procurement Services
1 Nunn Drive
617 Lucas Administrative Center
Highland Heights, KY 41099

IMPORTANT: BIDS MUST BE RECEIVED BY: 08/09/2019 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	FEDERAL EMPLOYER ID NO.:	WEB ADDRESS:

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____

NAME (Please Print Legibly): _____

TITLE: _____ DATE: _____

State of _____)

County of _____)

The foregoing statement was sworn to me this _____ day of _____, 20____, by

_____.

(Notary Public)

My Commission expires: _____

PAGES 1 & 2 MUST BE SIGNED, NOTORIZED AND INCLUDED IN RESPONDANT'S PROPOSAL

TABLE OF CONTENTS:

University/Commonwealth Information.....Pages 1 -4
Section One: General Information.....Pages 5 – 7
Section Two: Proposal Requirements and Procedures.....Pages 8 – 11
Section Three: Proposal Contents/Details..... Pages 12 – 19
Section Four: Evaluation and Award Process..... Pages 20 – 21
Section Five: Proposer’s Questionnaire.....Page 22
Section Six: General Terms and Conditions.....Pages 23 – 25

SECTION 1

GENERAL INFORMATION

1.1 Introduction:

Northern Kentucky University (“NKU”) is seeking competitive Responses to a Request for Proposal (“RFP”) for an on campus bicycle sharing program to include an electric scooter component. This RFP provides sufficient information for interested parties to prepare and submit Proposals for consideration by NKU. Additional information may be made available by written request to the point of contact provided on this RFP cover sheet.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and understanding of NKU’s needs.

By submitting a Proposal, the Proposer certifies an understanding of this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the Goods or Services to be provided, and the condition under which the Goods or Services are to be performed. The Proposer also understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected for award by NKU, the Proposer will notify NKU immediately of any material change in any matters with regard to which the Proposer has made a statement or representation or provided information.

Proposers are cautioned to read the information contained in this Request for Proposal (RFP) carefully and to submit a complete Proposal to all requirements as directed.

1.2 Information about Northern Kentucky University:

Founded in 1968, today NKU enrolls nearly 15,000 students, with 2,000 students residing on campus. Named among “America’s Top Colleges” by *Forbes* for eight consecutive years, NKU is noted for its commitment to excellence in the classroom, innovative and nationally-ranked academic programs, commitment to diversity and inclusion, and for leading the way in regional stewardship and service learning. For 11 consecutive semesters, our student-athletes have also posted a cumulative GPA of 3.0 or better, including 3.28 in fall 2016.

NKU offers 76 undergraduate, 21 master’s programs, two professional doctorates and a juris doctor. The university features six colleges – the College of Arts and Sciences, the Haile/US Bank College of Business, the College of Education, the College of Health and Human Services, the College of Informatics, and the Salmon P. Chase College of Law. The College of Arts and Sciences is also home to our nationally-known School of the Arts, and work is underway to create an Honors College.

NKU’s educational quality is also at an all-time high. With an average class size of just 24 and a student/faculty ratio of 18:1, NKU’s hallmark is small classes with up-close and personal attention to student needs. The Princeton Review has named NKU’s College of Business among America’s best, and Chase law graduates routinely outperform their peers on the Kentucky and Ohio Bar Exams. The average ACT score for incoming NKU freshmen is 23.3 – up significantly since the adoption of new admission standards and higher than the Kentucky and national averages. We are also committed to success for all students, reflected in the 6 percent growth in our first-to-second-year retention rate since 2010, far exceeding the national average.

NKU’s recently unveiled *Success by Design*, a strategic framework that identified the university’s singular focus on advancing student success aligned with the needs of the region. The framework identifies three pillars of student success—access, completion, and career and community engagement. *Success by Design* is a living document that will serve as a roadmap for NKU to increase access, achieve higher levels of completion, and advance opportunities for career and community engagement for all learners. The vision is for NKU to be a student-ready and regionally engaged university that empowers diverse learners for economic and social mobility.

1.3 Scope of Goods or Services:

NKU is seeking services of an experienced full service company (“Proposer”) that can provide services for the operations of a “No Cost Bike Share and Electric Scooter Program” for all NKU as part of a larger effort by NKU to provide a safe, accessible, user-friendly bike share/electric scooter system for one way travel around the NKU campus. NKU welcomes Proposals for Programs using dock-less smart-bikes, station-based technology or a hybrid model (Equipment.”)

1.4 Term of Award:

The term of an awarded Contract under this RFP is anticipated to begin October 30, 2019 and will expire three (3) years from that date. Unless terminated earlier pursuant to the contract terms, the Contract will automatically renew for up to three (3) one-year renewal terms unless either party provides written notice of its intent to not renew the Contract at least sixty (60) days prior to the end of the initial or then current renewal term.

1.5 Schedule of Events:

NKU intends to follow the timeline below for evaluating, negotiating, and issuing a Contract:

Distribution of RFP.....	July 18, 2019
Deadline for Submission of Written Questions.....	August 6, 2019; 2:00pm, Eastern
Deadline for Submission.....	Sept. 20, 2019; 2:00 pm, Eastern
Evaluation of Proposals.....	Sept. 23-Oct. 11, 2019
Award Recommendation.....	October 14, 2019
Issuance of Contract.....	October 30, 2019
Term of Contract.....	2019 - 2021

*All dates are tentative and subject to change.

1.6 NKU's Right to Reject:

This RFP does not commit NKU to select a Proposer or to award a Contract to any Proposer. NKU reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or terms not called for in the RFP, or irregularities of any kind, are subject to disqualification by NKU at its option. If NKU receives fewer than three (3) Proposal responses, NKU reserves the right to reissue this RFP in order to gain additional competitive Proposals.

SECTION 2

PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Point of Contact:

All communications relating to this RFP must be submitted in writing by the date indicated in the "Schedule of Events." Questions and any Addendum issued related to this RFP, if any, will be posted to; the [NKU Planroom](#). Only those replies to questions which are made by formal written Addendum are binding. Oral and other interpretations or clarification will be without legal effect. Note: It is the responsibility of the Proposer to review NKU-43-19 Bike Share and Electric Scooters for any Addendum posted. For any problems encountered with the RFP, please e-mail strausr2@nku.edu.

Questions must be e-mailed, faxed, or submitted in writing to the NKU point of contact:

Ryan Straus
Coordinator, Procurement Services
strausr2@nku.edu
Northern Kentucky University
Nunn Drive
617 Lucas Administrative Center
Highland Heights, KY 41099
FAX: (859) 572-6995

2.2 Communication with NKU Personnel:

Except as provided in this RFP and as otherwise necessary for the conduct of existing NKU business operations, Proposers are expressly and absolutely prohibited from engaging in communications with NKU personnel who are involved in any manner in drafting of the RFP, in the review and evaluation of proposals, in selection of the contractor, or negotiation or formalization of the contract. If any Proposer engages in conduct or communication s that NKU determines is contrary to the prohibitions set forth in this section, NKY may, at its sole discretion, disqualify the Proposer and remove the proposal from Consideration.

2.3 Proposal Requirements:

2.3.1 The proposal must contain all of the following components in the following order:

- Background of the Proposer
- Proposer's response to the scope of work
- Proposer's responses to the Proposer's questionnaire
- Schedule of costs and fees
- Evidence of insurability and bonding capacity
- Documentation supporting Proposer's qualifications
- Signed affirmation and conflict of interest

2.3.2 The proposal may not exceed (50) fifty pages.

- 2.3.3 The proposal must include a cover page, providing the Proposer's name, address, and contact information; the RFP name, and RFP number.
- 2.3.4 The proposal must include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the proposal.
- 2.3.5 All pages should be typed in 912) twelve point font within margins consistent with 8 ½ x 11- inch paper and numbered sequentially.
- 2.4 Submittal Instructions:
- 2.4.1 NKU requires that all proposals be submitted via US Postal Service, courier or other delivery service; in a sealed package addressed to:
- Blaine Gilmore**
Director, Procurement Services
1 Nunn Drive
617 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099
- 2.4.2 Proposal must be submitted no later than the date and time indicated in the "Schedule of Events." To accommodate any technical issues, it is recommended that the Proposer submit the proposal at least (24) twenty-four hours in advance.
- 2.5 Right to Modify, Rescind, or Revoke, the RFP:
NKU reserves the right to modify, revoke, or cancel this RFP in whole or in part at any time prior to the date in which NKU executes a contract with the selected Proposer (s.)
- 2.6 Signature and Certification of Proposer:
The proposal must be signed and dated by a representative of the Proposer who is legally authorized to bind the contractor to the terms and conditions in this RFP and who can insure compliance with the submitted proposal. Each Proposer submitting a proposal certifies to both (a) the completeness and accuracy of the information provided, and, (b) the authority of the individual whose signature appears on the "Affirmation and Conflict of Interest" (pages 1 & 2) to bind the Proposer. Proposals submitted without the required signatures will be summarily disqualified.
- 2.7 Compliance with Applicable Laws, Ordinances, NKU Operating Policies and Procedures:
By submitting a proposal, the Proposer agrees to and shall comply with all applicable Federal, State, Local laws and regulations, as well as with all applicable Operating Policies and Procedures of Northern Kentucky University.
- 2.8 Compliance with RFP Requirements:
By submitting a proposal and by signing the Affirmation and Conflict of Interest, the Proposer agrees to be bound by the requirements set forth in this RFP, NKU's General Terms and Conditions contained in the RFP, as well as the NKU Purchase Order terms and conditions, all of which will be incorporated into and be made a part of any contract awarded by NKU. If the Proposer takes exception to any of the terms or cannot agree to

be bound by all terms, NKU, at its sole discretion, may disqualify the proposal from consideration.

2.9 Right of Rejection:

A proposal consisting of only alternate goods or services (i.e., a proposal that offers goods or services different from those requested by this RFP and is not otherwise invited) may be considered non-responsive by NKU and is subject to rejection. NKU shall reject a proposal if the financial proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other potential Proposer. Regardless of the time of detection, NKU shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination and may result in debarment of the contractor from future NKU solicitations.

2.10 Binding Effect of Proposal:

Unless otherwise agreed in writing signed by the Director, Procurement Services, each Proposer agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for goods or services. Proposals are to be valid for NKU's acceptance for a minimum of one hundred and eighty (180) days from the submittal deadline date to allow time for evaluation, selection, negotiations, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the contract.

2.11 Use and Disclosure of Information:

Proposers acknowledge that NKU is an agency of the Commonwealth of Kentucky and is therefore required to comply with the Kentucky Model Procurement Code (KRS 45A). If a proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by NKU only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of a Proposer or Proposers pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the Proposer(s) selected.

If the Proposer marks the entire proposal or substantive portions of the proposal as confidential, NKU at its sole discretion may declare the proposal non-responsive and disqualify it.

By submitting a proposal, the Proposer hereby grants a limited license to reproduce the proposal in order to conduct an evaluation and to comply with any legal requirement including but not limited to the Kentucky Model Procurement Code

2.12 Withdrawal or Modification:

No proposal may be changed, amended, or modified after it has been submitted or filed in response to this solicitation, except for obvious errors or as part of the negotiating process

which are approved by the Director, Procurement Services. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by NKU, which shall be based on Proposer's submittal in writing of a reason acceptable to NKU.

2.13 Risk of Loss, Damage, or Delay:

Proposer acknowledges and agrees to release and hold harmless NKU, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to a failure to successfully submit or deliver the proposal to the Procurement Services at NKU, as detailed in this RFP.

2.14 Proposal Opening:

In accordance with KRS 45A.085, it has been determined that sealed bidding is not practical in this situation; therefore there will be no public opening of proposals. The selection committee will open proposals and evaluate immediately after the deadline.

SECTION 3

Proposal Contents/Details

3.1 Objectives:

NKU is seeking the services of an experienced full service company (“Proposer”) that can provide services for the operation of a no cost campus Bike Share Program (“Program”), and Electric Scooter Program (“Program”), for all NKU as part of a larger effort by NKU and surrounding cities to provide a safe, accessible, user-friendly bike and scooter share system for one-way travel around the NKU campus and surrounding communities. NKU welcomes proposals for programs using dock less, station-based technology or a hybrid model (“Equipment”).

3.2 Scope of Work:

- 3.2.1 NKU desires to obtain a turnkey program on a membership based purchase-of-service or lease basis. This will be a no-cost Program to NKU.
- 3.2.2 It is expected that the Proposer(s) will provide an inclusive solution that includes use of bicycles (“Bikes”) and Scooters (“Scooters”), stations for both programs, planning and research, insurance against theft, loss, and damage, maintenance, technology, marketing, and other aspects of operating the program.
- 3.2.1 NKU’s goals of the Program include:
 - A. Provide a transportation solution alternative to personal vehicles for short-range trips;
 - B. Provide another mode of travel as a “green” goal and for convenience;
 - C. Provide an inexpensive and convenient travel option;
 - D. Improve traffic flow and congestion on campus.
- 3.2.2 NKU anticipates providing strategically placed locations on campus for the program. Additional off-campus location(s) will be determined by the Highland Heights Chief of Police, with input from the University and the successful Proposer.
- 3.2.3 The initial size of Bike and Scooter fleet and racks will be mutually agreed upon between NKU, with input from community leaders, and the successful proposer based on anticipated need. NKU reserves the right to scale the size of the fleet as demand warrants.
- 3.2.4 NKU will be responsible for exercising general oversight of the successful Program. NKU will appoint a Contract Administrator, (Director of Business Operations and Auxiliary Services) who will assist the Proposer in resolving any day-to-day issues which may arise during the term of the contract, participate in monthly conference calls and meetings for status reporting, and approve all invoices for payment as needed.
- 3.2.5 NKU will not be responsible for any administrative duties or costs associated with the program with the exception of the provision of: providing space for the program and marketing the program on campus.

3.3 Program Mandatory Requirements and Responsibilities:

The successful Proposer shall provide all technical and professional expertise,

knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the requirements listed in the section below.

3.3.1 General:

Proposer(s) must have a minimum of five (5) years' experience providing program services

3.3.2 Equipment:

A. All Bikes and Scooters must comply with all applicable local, state, and federal laws and regulations covering bicycles. This includes the standards outlined in the [Kentucky Revised Statutes 189.287](#).

B. Bikes and Scooters must be equipped with a brake capable of making a braked wheel skid on dry, level clean pavement.

C. Bikes and Scooters must include a front light that emits white light visible from a distance of at least 500 feet in front of the bike and a rear red reflector or light that is visible when directly in front of motor vehicle headlamps from a distance between 50 to 300 feet to the rear of the bike; or a lamp that emits a red light visible from the distance of 500 feet to the rear of the bicycle.

D. Bikes and Scooters used must be branded with an identification number and the Proposer's logo to identify the bikes designated to the program.

E. Bikes and Scooters must be designed to withstand the demands of outdoor and shared use.

F. Bikes and Scooters must be attractive, highly durable, theft and vandal resistant, able to weather winter conditions; safe, comfortable, easy to use by a wide range of members and include an adjustable seat.

G. Bikes that are part of a dock-less bike share system must come with a self-locking mechanism and remain upright when parked.

3.3.3 Operations:

A. Bike must be parked at an existing campus bike rack in accordance with campus Traffic and Parking Rules and Regulations.

B. Proposer(s) must provide ground operations to ensure the safety, accessibility and placement of bikes throughout campus. Proposer operational responsibilities include but are not limited to:

1. Daily Bike and Scooter rebalancing and distribution throughout the NKU campus to ensure a minimum number of functional Bikes and Scooters are operational daily at each designated location.

2. Pick-up and replacement of Bikes and Scooters not left on a rack within specified time frame.
 3. Pick-up and delivery of Bikes, Scooters, and Trikes to a contracted mechanic that are reported to be in unfit riding condition. In addition, this crew will also be responsible for the delivery of Bikes, Scooters, and Trikes back to campus from the mechanic once repairs are made.
- C. Proposer(s) must provide mechanism to track members who do not return Bikes and Scooters to appropriate racks, with option to ban members from access to the program.
 - D. Proposer(s) must have a mechanism for reporting Bikes and Scooters not located in the appropriate rack and required time limit for successful Proposer to move incorrectly parked bicycles to an appropriate rack.
 - E. Proposer(s) must be able to receive courtesy notifications on Bike and Scooters issues and provide a minimum four (4) hour resolution time.
 - F. Proposer(s) must comply with all City of Highland Heights ordinances and requirements for Bike and Scooter share operators.
- 3.3.4 Online Reservation and Membership System:
- A. Proposer must operate an interactive, web-based membership and reservation system that is accessible to members 24 hours a day, seven days per week.
 - B. Proposers shall submit a [Voluntary Product Accessibility Template \(VPAT\)](#) with their Proposal. The VPAT shall address all applicable technical standards ([1 TAC 206](#), and [1 TAC 213](#)) attesting to any [electronic and information resources \(EIR\) accessible features and capabilities](#),
 - C. Membership must be limited to individuals with an official affiliation to NKU such as students, faculty, and staff. Members shall apply for membership through a web-based portal and allows a member rent Bikes and Scooters through the same subscription-based portal.
 - D. Proposer shall bill members directly for their program usage, including any additional fees that are incurred by that member.
 - E. Member billing shall be via major debit or credit card.
 - F. Proposer is solely responsible for maintaining Member accounts and handling all matters related to Membership eligibility, billing, and collections.
- 3.3.5 Technology:
- A. Proposer(s) must offer state-of-the art bike share technology utilizing at least one of the following advanced technologies:

1. A mobile application to accept payments, handle all aspects of rental transactions, and provide information for *Bike and Scooter* availability and locations.
2. GPS Technology or equivalent technology to provide real-time tracking of *Bike and Scooter* locations and routes and to record trip data.
3. RFIP and/or NFC technology that enables members to rent *Bikes and Scooters* from mobile devices, access cards, or other similar devices.
4. Geofencing ability to virtually designate appropriate parking area(s) or parking areas to support *Bike and Scooter* fleet.
 - a.) *Use of virtual stations that designate appropriate parking areas in the public right-of-way using Geofence or equivalent technology.*

3.3.6 Equipment Maintenance:

- A. Bikes and Scooters must be maintained in a safe and operable condition consistent with manufacture's recommendations.
- B. Proposer's must provide a regular *Bike and Scooter* maintenance schedule with their proposal.
- C. *Bikes and Scooters* must remain in excellent operating condition throughout the term of the contract.

3.3.7 Data Collection and Reporting:

Proposer must maintain current, detailed data on program members and usage. The data that the Proposer is expected to collect and report for the above individuals includes, but is not limited to:

1. *Bike, and Scooter* location data available on a per-unit, real-time basis including, but not limited to:
 - a) Point location of parked *Bikes and Scooter*
 - b) *Bike and Scooter* identification number
 - c) Type of *Bike and Scooter*
2. Trip-Level data for each trip to inform and support safe and effective operation and management of the program.
3. System reports including but not limited to:
 - a) Total users in system by month
 - b) Daily, weekly and monthly trips
 - c) Detailed, aggregate trip origin/destination information for planning purposes
 - d) Trip length and time.
4. Maintenance and customer service reports
 - a) Provide a detailed record of all maintenance performed on each *Bike and Scooter*, all reported collisions, and all customer service inquiries provided on a monthly basis.

3.3.8 Insurance Requirements:

- A. Proposer must for maintain insurance that meets the NKU minimum insurance requirements.
- B. Proposer shall indemnify and hold NKU harmless in the event of any claims related to the Program.

3.3.9 Customer Service:

- A. Proposer must provide sufficient staff to handle rentals, *Bike and Scooter* dispatching, operations, member relations, and other administrative responsibilities as required by any resulting contract.
- B. Proposer must address and resolve all service complaints and requests for additional information through its member service system in a professional and courteous manner.
- C. Proposer(s) must be able to provide customer service via mobile application, website and toll free phone number enabling members to ask questions, report *bikes and scooters* that are damaged or improperly parked, request refunds or otherwise receive support.
- D. Customer support must be available twenty four (24) hours a day/seven (7) days a week and must be available within a one (1) hour minimal response time.

3.3.10 Project Manager:

- A. The Proposer must appoint a *Project Manager* to be the key point of contact for the program. The *Project Manager* must have at least three (3) years' experience providing management of similar programs, preferably to institutions of higher education.
- B. The *Project Manager* must attend all meetings required to implement, monitor, and evaluate the program in accordance with the Scope of Work. The Project Manager must develop, prepare, update, and distribute a monthly status report that details the program services provided. During the implementation phase, the frequency of this task shall be weekly; once the program is operational, the frequency of the meetings will be monthly.
- C. The *Project Manager* shall be responsible for managing the overall program implementation and for directing the day-to-day operations of the program.

3.3.11 Marketing and Recruiting Activities:

- A. Proposer must provide current and prospective members access to its website that will provide information specific to the NKU Program.
- B. Proposer must prepare marketing materials and conduct outreach to NKU in order to attract and enroll customer(s) in the program. The Contract Administrator must approve all marketing materials. Any use of NKU logos will require approval from NKU Marketing and Communications prior to publications.

3.4 Preferred Requirements/Conditions:

3.4.1 It is preferred that *bicycles and scooters* include additional specifications that accommodate a wide range of users, and include the use of proprietary parts to deter equipment theft and vandalism.

3.4.2 Vendor selected to be reputable in the industry with experience and stability. Vendor will provide marketing material and work in conjunction with NKU to distribute said marketing material.

3.4.3 *Bicycles and Scooters* should be painted a color of NKU's choosing.

3.4.4 Proposer should have the ability to track customers who do not return bicycles to

- appropriate racks, with options to ban members from access to the system.
- 3.4.5 Proposal should also propose alternative payment methods such as Apple Pay, Pay Pal or electronic bank drafts.

3.5 Proposal Requirements:

- 3.5.1 Proposer(s) must describe its qualifications and experience in operating similar programs including duration, size and geographic locations covered.
- 3.5.2 Proposer(s) must describe its proposed program, addressing the following elements:
- A. Provide an overview of how the program would work (how will members obtain and use *Bikes and Scooters*).
 - B. Describe the Proposed Bikes/Scooters and related Equipment.
 - C. A description of all elements covered under the proposed program.
 - D. Describe the technology or software that would be used for obtaining and using *Bikes and Scooters* obtaining usage statistics (including tracking of (*bicycles and scooters*), and reporting.
 - E. Describe how often the *bicycles and scooters* will be replaced.
 - F. Describe the equipment maintenance schedule.
 - G. Describe the specific steps Proposer will take to market and advertise the program before service launch and for the duration of the contract length.
 - H. Describe the timeline of activities up to and including the program launch date.
 - I. Describe the programs pricing structure including member costs, membership options and durations such as hourly, daily, monthly, and annual) and revenue share model.

3.6 Program Membership and Rental Fees:

- 3.6.1 Proposers shall submit their proposed membership fee and rental pricing for members using "Attachment A in Excel format."
- 3.6.2 All pricing shall be firm for at least twelve (12) months. Increases in pricing will be allowed at the end of the first twelve (12) month period and each additional year with a 30-day written notice. Pricing increases cannot exceed the CPI index for the previous calendar year.
- A. On each annual anniversary date of the Contract, the contract pricing may be adjusted by changes in the Consumer Price Index for Urban Consumers – Mid-West reflecting percentage increases or decreases. The Proposer must request by letter to NKU any increase in the Contract no later than thirty (30) days from the renewal date or the annual term.
 - B. The formula for determining the amount of escalation allowable in any given Contract year shall be: Unadjusted Indexes for Current Year – Unadjusted Indexes for Previous Year = Percent of Escalation Allowed. The Contract prices for Services would be the prices in effect for the previous year of the Contract increased by the "Percent of Escalation Allowed."

3.7 Program Revenue Sharing Proposal:

- 3.7.1 Proposer(s) may also propose a revenue share program. This proposal may be

in the form of a fixed monthly amount based from the number of monthly rentals, a proposed percentage of monthly Program revenue, or a combination of both.

3.7.2 Annual revenue payments shall be submitted to:

Northern Kentucky University
Office of Business Operations and Auxiliary Services
1 Nunn Drive
Highland Heights, KY 41099

3.8 Strategic Partnership Offering:

Commitments

Northern Kentucky University is seeking a strategic partnership agreement that will drive mutual value for both the vendor and the institution. NKU is looking for strategic partners to work with us on delivering on our goal of student success aligned with the needs of the region. NKU strives to do this through our three pillars of focus - access, completion, and career and community engagement.

- Access is expanding NKU programs, services, and delivery options to increase access and become a preferred destination for learners.
- Completion is ensuring that more learners, particularly first-generation, post-traditional, low-income, and underrepresented individuals earn highly valued degrees, certificates, and credentials.
- Engagement is ensuring that NKU will increase its contributions to the economic, civic, and social prosperity of the region through talent development, research and innovation, and the stewardship of place.

Potential opportunities for this are listed below, but not limited to these. Proposers may propose other opportunities that advance the goals of the university.

- NKU Alumni Association partnership(s)/sponsorship(s) and engagement opportunities with NKU alumni (Alumni Awards and Homecoming)
- NKU Norse Athletics sponsorship and advertising opportunities
- Scholarships
- Paid internships or co-ops
- Training or other programs the proposer conducts that may be beneficial to students, faculty, or staff

3.9 On Campus Advertising:

The vendor(s) should not be permitted to advertise throughout campus without a written agreement with NKU.

3.10 Alternate Proposals:

NKU may consider alternate Proposals submitted by Proposer. Proposers submitting

alternate Proposals should (i) clearly identify any exceptions taken to the specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the specifications set forth in this RFP, and all such suggestions must be clearly defined. Alternate Proposals should be submitted as attachments to the Proposal. Alternate Proposals must meet the same requirements and must be in the same format as the Proposal's base format.

SECTION 4 **EVALUATION AND AWARD PROCESS**

4.1 **Evaluation Process:**

NKU will utilize a Contract Review Team for the evaluation of this RFP. The contract will be awarded based on the proposal judged to be in the best interest of NKU, and the judgment in this regard shall be considered final. Any contract resulting from this Solicitation shall be awarded to the Proposer providing the best value to NKU.

Listed just below are (13) thirteen guiding principles we will use to award the contract:

1. Installation costs;
2. The long-term cost to the Institution of acquiring the Contractor's Goods or Services;
3. The quality and reliability of the Goods or Services;
4. Delivery terms;
5. Contractor's past performance including the Contractor's experience;
6. The reputation of the Contractor and of the Contractor's Goods or Services;
7. The extent to which the Goods or Services meet the Institution's needs;
8. The Contractor's past relationship with the Institution;
9. The cost of employee training;
10. The effect of the purchase on the Institution;
11. The Contractor's anticipated economic impact to the region;
12. Other factors relevant to determining the Best Value for the Institution; and
13. Any relevant factor that a private business entity would consider in selecting a Contractor.

4.2 **Proposer's Acceptance of Evaluation Methodology:**

Submission of a Proposal indicates Proposer's acceptance of the evaluation method and Proposer's recognition that some subjective judgments must be made by NKU during the awarding of evaluation criteria points.

4.3 **Evaluation Criteria and Weights:**

Each Proposal shall be evaluated on the ability to meet NKU's requirements and to provide the Best Value to NKU. The Proposal shall be evaluated by awarding points to each of the following evaluation criteria.

The evaluation will be based on the following:

Experience and Qualifications.....	50 points
Patron Fee Schedule.....	25 points
Program Revenue Sharing.....	25 points
TOTAL	100 points

4.4 **Consideration of Additional Information:**

Consideration may also be given to any additional written information and comments that may serve to clarify the Proposal information to NKU.

4.5 Oral Presentations and Interviews:

Upon completion of the initial review and evaluation of the proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations and interviews are an option of the Contract Review Team and may or may not be conducted; therefore, Proposals must be complete when submitted.

4.6 Award Process:

During the opening, Proposals will be acknowledged publicly to identify the names of the Proposers, but will be afforded security sufficient to preclude disclosure of the contents of the Proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the Proposals initially submitted, without discussion, clarification, or modification, or on the basis of negotiation with any of the Proposers or, at NKU's sole option and discretion, NKU may discuss or negotiate all elements of the Proposal with selected Proposers representing a competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable Proposals may be established comprising the highest rated Proposals.

4.7 Best and Final Offer:

When deemed appropriate by the Contract Review Team, after the submission of Proposals but before the final selection of the successful Proposal(s), NKU may permit Proposers to revise their Proposals in order for NKU to obtain a best and final offer. NKU is not bound to accept the best and final offer if it does not represent the Best Value to NKU as determined by the Contract Review Team.

4.8 Award of Contract:

NKU reserves the right to award a contract for one or more portions of the *Scope of Work*, award multiple contracts to more than one Proposer, to reject any and all proposals, or terminate the solicitation process.

4.9 Protest Procedures:

Any actual or prospective Proposer or contractor who believes he or she has been aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest to the Director, Procurement Services.

4.10 Contract Documents:

The contract entered into by the parties shall consist of the RFP, the Proposal, a written Contract (if applicable), and a Purchase Order(s) when an expenditure is required, all of which shall be referred to collectively as the Contract documents.

SECTION 5

PROPOSER'S QUESTIONNAIRE

The Proposer recognizes that in selecting a Contractor, NKU will rely in part on the answers provided in response to the Proposer's questionnaire. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct, and complete. NKU reserves the right to contact references or contact names listed below and shall be free from any liability to Proposer for conducting such inquiry.

- 5.1 Provide a summary of the Proposer's overall capabilities, current workload, resources available to provide the goods or services, recent and related experience, and expertise.
- 5.2 Provide a resume for each of the proposed key personnel highlighting relevant past experience.
- 5.3 Proposer must, upon notification of award of Contract, provide balance sheets or financial statement for the past two (2) fiscal years. NKU may consider the Proposer's financial capacity to provide the requested goods or services.
- 5.4 Provide a detailed description of similar services completed or goods sold within the past five (5) years. Include a description of services provided or goods sold, budget and timeline performance, and key personnel involved.
- 5.5 Provide three (3) professional references (key contact names, titles, email, and telephone numbers) that have direct knowledge of your ability to provide goods or services outlined in this RFP.
- 5.6 Provide any details of all pending arbitration/mediation, litigation, or claims filed against the Proposer in the past five (5) years.
- 5.7 Is the Proposer (including any parent companies) currently for sale or involved in any transaction to acquire other business entities or to become acquired by another business entity? If yes, please explain the impact.
- 5.8 Is the Proposer (including any parent companies) currently in default on any financial instrument or contract? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 5.9 Is the Proposer unable to agree to any of the General Terms and Conditions or the attached Contract (Section 6 of this RFP)? If the Proposer takes exception to any of NKU's General Terms and Conditions or the attached Contract, the Proposer must submit those exceptions as part of its Proposal to this questionnaire. The Proposer's exceptions will be reviewed by NKU and may result in disqualification of the Proposal. If Proposer's exceptions do not result in disqualification of the Proposal, then NKU may consider Proposer's exceptions for incorporation into any resulting Contract.

SECTION 6

GENERAL TERMS AND CONDITIONS

6.1 Addenda/Clarifications

Any university changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

6.2 Confidentiality

In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived therefrom remain confidential until a contract is awarded or all proposals are rejected.

6.3 Proposal Evaluation Process

All proposals received will be reviewed by the University Procurement Services office for completeness of items requested in this RFP. All complete proposal responses will be afforded equal consideration by the members of the Selection Committee as created by KRS 45A.810. All complete proposals will be evaluated using a numerical rating system designed to afford each Selection Committee member a reasonable, individual, objective standard to equate the qualifications of the Respondents.

6.4 Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the respondent in:

6.4.1.1 preparing its proposal in response to this RFP;

6.4.1.2 submitting its qualifications to the university;

6.4.1.3 negotiating with the university any matter related to this submittal; or,

6.4.1.4 any other expenses incurred by a respondent prior to the date of award of a contract to the selected respondent.

The university shall not, in any event, be liable for any pre-contractual expenses incurred by the respondents in the preparation of their submittals.

6.5 Contract Award

Issuance of this RFP, receipt of proposals, and completion of the selection process does not commit the university to award a contract. The university reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to their RFP; to negotiate with other than the selected respondent should negotiations with the selected firm be unsuccessful or terminated; to negotiate with more than one respondent simultaneously; to cancel all or part of the RFP; and to waive technicalities.

6.6 Electronic Responses

Electronic responses are not permitted.

6.7 Foreign Corporations

1. Foreign Corporations are defined as corporations that are organized under laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

2. The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.
3. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

6.8 Occupational License

Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto: <http://www.campbellcountyky.org/home/services/occupational-license.htm>.

6.9 Insurance

Vendor must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

Northern Kentucky University
617 Lucas Administrative Center
1 Nunn Drive
Highland Heights, KY 41099

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

Our basic insurance requirements are:

Worker's Compensation and Employers' Liability Insurance: the Contractor shall acquire and maintain Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.