



**Request for Proposal
RFP-5098-22-KH
MICROMOBILITY PILOT STUDY**

RESPONSES DUE:

September 6, 2022 prior to 2:00 P.M.

Accepting Electronic Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**NOTE: All City solicitation openings will continue to be held virtually.
See Section 1.6 for details.**

PURCHASING REPRESENTATIVE:

Kassy Hackett, Buyer

kassy@gjcity.org

970-244-1546

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Kassy Hackett, Buyer
kassyh@gjcity.org

The City would like to remind all Firms, Sub-Firms, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified firms or individuals to implement a Pilot Study to evaluate the role of Shared Micromobility in helping the City reach its mobility goals as laid out in the 2020 One Grand Junction Comprehensive Plan.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Pre-Proposal Meeting:** An **optional** pre-proposal meeting is highly encouraged for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at City Hall Auditorium at 250 N. 5th Street, Grand Junction, CO on August 18, 2022 at 12:30pm.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.7 Submission:** **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website.**

www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Solicitation Opening, RFP-5098-22-KH Micromobility Pilot Study
Sep 6, 2022, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/515474381>

You can also dial in using your phone.
Access Code: 515-474-381
United States: +1 (872) 240-3311
- One-touch: tel:+18722403311,,515474381#

Join from a video-conferencing room or system.
Meeting ID: 515-474-381
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 515474381@67.217.95.2 or 67.217.95.2##515474381

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.9 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.10 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.11 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado and on the City’s

website at www.gjcity.org/501/Purchasing/Bids. Offerors shall acknowledge receipt of all addenda in their proposal.

- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.13 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified

by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.17 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.18 Public Opening: Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by

Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

- 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw

nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3.** "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

2.44. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of:**

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned devices assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. Definitions:

Adaptive Devices – Adaptive devices means light-weight devices that are accessible to people with various physical disabilities. Adaptive devices include Class 1 Electric Bicycles, Class 2 Electric Bicycles, and adaptive Electric Scooters. Adaptive devices shall include three wheels (or be self-balancing), a seat with a backrest, and a basket or storage area large enough to hold a cane.

City – The City means the City of Grand Junction.

Class 1 Electric Bicycle – An electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour¹.

Class 2 Electric Bicycle – An electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour².

Devices – means any lightweight, low-powered or human powered vehicular unit, including bicycles, electrical assisted bicycles and electric scooters, either dockless or docked, that is part of a shared fleet operating in the City and that is operating as part of the approved Pilot.

Dockless – Dockless means an Electric Scooter, Class 1 or Class 2 Electric Bicycle, or other City-approved vehicle that does not require a fixed apparatus or infrastructure for its parking, receipt, or return.

Electric Scooter – A device weighing less than 100 pounds, with handlebars, that is powered by an electric motor; and that has a maximum speed of 20 mph on a paved level surface when powered solely by the electric motor. Electric scooter does not include an electric assisted bicycle, motorcycle, or low-power scooter³.

Grand Junction – Grand Junction means the geographic region encompassed by the incorporated boundaries of the City of Grand Junction.

Low Power Scooter – A self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following: (i) A cylinder capacity not exceeding 50 cubic centimeters if powered by internal combustion; or (ii) A wattage not exceeding 4,476 if powered by electricity; Low-powered scooter shall not include a toy vehicle, bicycle, electrical assisted vehicle, wheelchair, or nay device designed to assist mobility-impaired people who use pedestrian rights-of-way⁴. Colorado law refers to mopeds as low power scooters⁵.

¹ City of Grand Junction Municipal Code, 10 § 040.20

² City of Grand Junction Municipal Code, 10 § 040.20

³ Colorado Revised Statute 42-1-102(28.8)

⁴ City of Grand Junction Municipal Code, 10 § 040.20

⁵ Colorado Revised Statute 42-1-102(48.5)

Operator – Any entity awarded a contract with the City because of this RFP to deploy and operate a city-wide fleet and service integrating on-board technology allowing a User to utilize a Dockless Vehicle remotely from the public right of way during certain operating hours. The term includes any employee, agent or independent contractor hired by the Operator.

Pilot – Pilot is a preliminary analysis conducted by the City and an Operator(s) to evaluate factors related to the operation of Shared Micromobility Services within Grand Junction that include but are not limited to feasibility, duration, cost, adverse events and improve upon study design prior to establishing a permanent permitting system.

Ping Rate (Latency) – The time it takes for location data to be transmitted from the shared device hardware to a server on the Internet and back to the shared device again measured in milliseconds.

Priority Zones – Priority Zones are areas established by the City to promote transportation access and the expansion of Shared Micromobility services to less-resourced areas, areas eligible for Community Development Block Grants, areas where there is a greater concentration of employment centers, and areas where there is a greater concentration of high-density housing within the City.

Shared Micromobility Services – Shared Micromobility means a fleet of small human or electric-powered transportation devices comprised of bicycles, electric bicycles, electric scooters or any other small, lightweight City-approved vehicle; that is part of a shared-fleet; that provides mobility services between multiple users; and that uses smart-phone applications (Apps) to locate, reserve, check out, and process payment for the use of said Devices.

User – User means a person who patronizes an Operator(s) fleet Devices for Shared Micromobility within the City. .

4.2. General/Background: The City desires to implement a Pilot to evaluate the role, if any, of Shared Micromobility in helping the City reach its mobility goals as provided in the *2020 One Grand Junction Comprehensive Plan*, and to evaluate the impact of Shared Micromobility on quality of life, emergency services, and infrastructure. The Pilot will also inform future policies and regulations needed to manage Shared Micromobility in a multimodal transportation system.

4.3. Pilot Structure:

4.3.1. Period of Performance: It is the intent of the City to select up to three (3) Operators for the Pilot for an 18-month period of performance. The period of performance will be further broken up by six (6) assessment periods every three (3) months to evaluate the performance of the selected operator(s) and capture lessons learned. Assessment periods may be used to evaluate operator performance as means to inform potential fleet-expansions. After the initial 18-month period of performance, each selected operator may have the option to renew the Pilot for three (3) additional 18-months periods. Decisions regarding extension or termination of the Pilot will occur at the end of the period of performance; however, the City may at any time terminate for cause the

participation of any or all Operator(s) in the Pilot if the Operator(s) fails to perform in accordance with the terms and conditions of the pilot agreement. The City reserves the right to not renew the Operator(s) participation in the Pilot at the conclusion of the initial period of performance or any additional periods of performance if the City determines in its sole discretion that continuing to procure services with the Operator(s) is not in the City's best interest. The Operator(s) selected under this Request for Proposal (RFP) to participate in the Pilot will be required to enter into a single pilot agreement with the City. The pilot agreement is subject to negotiation and will be provided to the selected Operator(s) after negotiations are held and finalized.

4.3.2. Performance-Based Fleet Expansion: The City may authorize an increase in the size of the Operator(s) fleet if data reporting provided to the City shows upon assessment of the performance categories listed in Exhibit A. In order to be considered for a performance fleet expansion, the Operator(s) shall submit performance data for Tier 1 metrics for evaluation. The City will evaluate performance data and may authorize fleet expansion not to exceed 20 percent based on the Operator(s) starting fleet size. The Operator(s) shall have the option to submit performance data for Tier 2 metrics for evaluation, although not required. If the Operator(s) submit(s) Tier 2 data in addition to Tier 1 data, the City will evaluate that data and may authorize a fleet expansion not to exceed 25 percent. The Operator(s) may initiate a request for a performance-based fleet expansion three (3) months at the end of an assessment period.

4.3.3. General Provisions

- Operator(s) are only permitted to operate with and pursuant to consent from the City as the same is defined and described in the RFP and Pilot Agreement. Operator(s) may not commence operations prior to being selected for the Pilot and signing the Pilot Agreement. Operator(s) shall not begin, commence or launch operations except as set forth in the Pilot Agreement.
- The City reserves the right to terminate any Operator(s) who fail to meet any requirement(s) set by the City.
- Operator(s) shall agree to reimburse the City within 30 days for any costs the City incurs in addressing or abating violations in the public right-of-way as outlined in Chapter 10.08 of the Grand Junction Municipal Code (GJMC), including impound fees, costs to recover a Micromobility Device from a waterway, or parked/abandoned in a planter or other improper place together with the costs of the repair of public property.
- Operator shall abide by all the regulations set forth in Ordinance No. 5084 and Ordinance (Amendments to Chapter 10.04 Traffic, Chapter 10.14 Shared Micromobility Devices, and Chapter 9.04 Offenses).

4.3.4. Parking: If selected each Operator(s) interested in servicing the City will be required to provide dedicated parking zones. Parking zones will be shared among Operator(s).

As part of the proposals, the Operator(s) shall submit a service area concept plan that identifies the locations of proposed parking zones in its(their) proposed service areas. The City will work with selected Operator(s) to refine the Operator-provided parking zone locations. If multiple Operators are selected, the selected Operators shall work with the City to coordinate the location of parking corals with each other. The Operator(s) and the City will jointly agree on the locations and necessary equipment, such as bollards or docking station, for each parking zone.

Operator(s) shall obtain a Revocable Permit required for the operation of parking zones in the public right-of-way (ROW) as outlined in Section 21.02.180 of the Grand Junction Zoning and Development Code (GJZDC) and a Recurring Activity Fee for the operation of parking zones in the Downtown Area as outlined in the Section 12.24.030 of the GJMC. A sketch plan showing the proposed location(s) of the proposed designated parking zones and locations of property lines, sidewalks and streets will be required to be submitted to the City Public Works Department for approval.

4.3.5. Fees (Revenue Sharing): The Operator(s) shall agree to pay the following fees if selected for the Pilot. The City will determine, in its sole discretion, how to utilize and allocate the funds. The Operator(s) shall pay contractual fees in the following minimum amount for the duration of the term of the pilot agreement. Operator(s) may propose other amounts for the subsequent fees above the minimum amount. Minimum fees may be reassessed annually if there are subsequent pilot studies:

- a. Per Scooter Fee: Minimum \$65.00 per vehicle per year.
- b. Per Parking Zone Fee: Minimum \$95.00 per parking zone per year.
- c. Per Parking Zone Fee in the Downtown Area: Minimum \$200.00 per parking zone per year.
- d. Relocation/Removal Fee: Cost recovery per vehicle per incident plus damage see 4.3.3.
- e. User Fine: The Operator(s) shall also propose a user fine that shall be tied to the Parking Photo feature, and that shall be charged to users who incorrectly or illegally park devices. The proposed user fine shall be reviewed by the City prior to approval and may be subject to revisions before final approval.

4.3.6. Surety Bond: The Operator(s) shall agree to obtain and file a surety bond with the City in the amount of no less than \$80.00 per vehicle, in a form acceptable to the City. The surety bond shall serve to guarantee proper performance under the requirements of the RFP, the requirements of the GJMC and the Pilot Agreement.

4.4. Proposed Sequence for Proposal Evaluation, Contract Award, and Pilot Launch: The City intends to launch the Pilot the first week of April 2023. The City intends to award contract(s) in October of 2022. Participant(s) selected for the Pilot shall use the interceding months between contract award and pilot launch to stand up its(their) operation(s) and community engagement activities.

Phase	Step
Phase 1 – Proposal Review	Proposals reviewed and scored
	Interviews

Phase 2 – Operator Selection Pending Negotiations	Equipment demonstrations
	Top 3 Operator(s) selected
Phase 3 – Negotiations	Top 3 Operator(s) will work with the City to coordinate the locations of parking zones
	Parking zones finalized
	Pilot Agreements finalized and signed
Phase 4 – Parking Installed & Pilot Launch	Operator(s) pull required permits to operate parking zones in the public ROW
	Permits approved by City Council
	Parking zones installed
	City provides Operator(s) with shapefiles that specify boundaries and zones to input into Operator geofencing technology
	Community demonstrations
	Operator(s) launch service in the City

4.5. Application Proposal: Submit a PDF of no more than 25 pages that addresses each of the items and subsections of Section 4.5 of this RFP. Label each response the section number and contain all requested information in the order in which it is asked.

4.5.1. Operator Information:

- Operator(s) shall establish a local office and warehouse to manage operations, logistics, maintenance within the City limits to manage and store devices, data and customer service.
- Operator(s) shall submit staff qualifications and resumes for members of the local service team. Operator shall maintain a fleet management team located within Grand Junction for the purpose of Vehicle maintenance, rebalancing, relocation, and removal. Fleet management teams shall include a fleet manager, lead mechanic and support mechanics, vehicle charging associates, and vehicle recovery associates. Operator(s) shall propose fleet management team size.
- Operator(s) shall submit an organizational chart for both the local service team and the service local team as it relates to the overall company.
- Operator(s) shall designate one or more representatives who can respond to any issues related to the Pilot in the City, in person, within 30 minutes of being contacted. Operator(s) shall maintain a hotline available 24 hours a day, seven (7) days a week and shall staff the hotline with one or more local representatives.

4.5.2. Operator History:

- Operator(s) shall disclose whether it(they) obtained official permission to launch services in cities where currently or previously operating.
- Operator(s) shall disclose where it(they) currently operates and the fleet size of their current operations within those jurisdictions.

- Operator(s) shall disclose whether services were terminated for failure to comply with regulations of cities where they previously operated.
- Operator(s) shall provide summary reports of accident history for each market with past or current operations. Summary report shall include: 1) total miles traveled, 2) total number of reported crash incidents, 3) total number of reported injuries, 4) a summary of changes made by the operator to address safety incidents.

4.5.3. Fleet:

- Operator(s) shall propose the fleet size, describe the composition of the fleet(s) and breakdown the composition by Vehicle type, and explain how and why the proposed fleet will serve the Grand Junction market. Although not required, Operator(s) are encouraged to propose reserving a percentage of their fleet for Adaptive Devices.
- Operator(s) shall develop and file with the City a proposed Operations & Maintenance Plan. The Operations & Maintenance Plan shall be included as a separate attachment and does not count towards the 25-page limit. Plans shall be measurable to allow the City to monitor that the plan is being implemented.

4.5.4. Service Areas & Deployment

- Operator(s) shall describe its(their) proposed service areas and plans for deployment. Proposals shall identify anticipated activity nodes within the services area that would benefit from deployment of Devices. Proposals for service area shall include both a written plan and conceptual plan(s) (*i.e.*, map exhibit). Conceptual plan shall include the following features:
 - Service area boundary – Operations are limited to areas under the City Limits and under City’s jurisdiction. Operator(s) looking to operate in areas under County jurisdiction will need to approach Mesa County separately.
 - Anticipated activity nodes.
 - Proposed parking zones.
- Operator(s) are encouraged to program service in City Priority Zones as part of their deployment plan (See Exhibit B).
- Deployment plans shall describe expected time of daily vehicle deployment and rebalancing shifts. Operator(s) shall propose a rebalancing plan to prevent Vehicle overcrowding across service areas and parking zones.
- City will provide the selected Operator(s) with shapefiles that indicate geofenced boundaries. City-provided geofenced boundaries shall include parking zones, restricted zones, speed zones, unrestricted zones. Operator(s) shall include the City-provided geofenced boundaries in their application interface.

4.5.5. Vehicle Information

- Operator(s) shall provide specifications and diagrams of Devices and supporting equipment as part of its(their) proposal. Diagrams shall label features with all pertinent information (diameters, weights, ping rate or latency, *etc.*). Operator(s) shall describe additional features or vehicle design innovations which increase rider safety and courteous parking.

- Each Vehicle shall be equipped with a lamp on the front emitting a white light visible from a distance of 500 feet as outlined in Section 10.04.221(2) of the GJMC.
- Each Vehicle shall be equipped with a rear red reflector visible for 600 feet to the rear as outlined in Section 10.04.221(2) of the GJMC.
- Each Vehicle shall be equipped with reflective material of sufficient size and reflectivity to be visible from both sides for 600 feet; in lieu of such reflective material, with a lighted lamp visible from both sides from a distance of at least 500 feet as outlined in Section 10.04.221(4) of the GJMC.
- All Devices shall be equipped with a brake or brakes that will enable its User to stop the vehicle within 25 feet from a speed of 10 miles per hours on dry, level, clean pavement as outlined in Section 10.04.221(7) of the GJMC .
- Each Vehicle shall meet all additional device equipment regulations as outlined in Section 10.04.221 of the GJMC.
- Each Vehicle shall meet US Consumer Product Safety Commission (CPSC) standards for weight bearing and any other state and national standards.
- Each Vehicle shall meet regulations pertaining to the manufacturing standards and classification of electric bikes and e-scooters as defined in Title 42. Devices and Traffic § 42-1-102 of the Colorado Revised Statutes.
- Each Vehicle shall clearly display the current contract phone number for the Operators' 24-hour customer service line.
- Each Vehicle shall display a unique ID number to identify and track devices as necessary.
- Each Vehicle shall be equipped with on-board GPS device to track devices at all times and report real-time data of current location at a minimum in 90 second intervals.
- Operator(s) shall describe additional features or vehicle design innovations which increase rider safety and courteous parking.
- Operator(s) shall describe how it(they) will weatherize devices for icy/snowy conditions.
- Operator(s) shall describe how it(they) will charge, store, and dispose of batteries.

4.5.6. Parking

- Operator(s) shall provide dedicated parking zones for devices and instruct Users to utilize designated parking zones. As part of the service area conceptual plans, Operator(s) shall identify proposed sites for parking zones.
- Operator(s) shall coordinate with the Mesa County Regional Transportation Planning Office for any onsite parking zones proposed at Grand Valley Transit facilities.
- Operator(s) shall make the location of parking zones available in the App interface to inform where Users can lawfully park at the conclusion of a trip.
- Operator(s) shall communicate to Users their responsibility to follow parking regulations. Operator(s) shall include tutorial in the App interface demonstrating how to properly park a Vehicle in a parking zone.

- Operator(s) shall describe the use of GPS and geofencing technology to enforce parking compliance. Operator(s) shall provide an in-App explanation of geofencing to the User(s).
- Operator(s) shall enable a Parking Photo feature in the App interface, which require the User(s) to take and submit photo of the properly parked Vehicle when concluding a trip.
- Operator(s) shall enable a penalty fee to Users who illegally park a Vehicle outside a parking zone or improperly (e.g., not upright) park the Vehicle in the parking zone. Cost-share of that fee between the City and Operator(s) shall be negotiated and specified in the Pilot Agreement.
- Operator(s) shall describe the process for receiving and resolving complaints and problems related to illegal parking or obstructions in the public rights-of-way.

4.5.7. Safety:

- Operator(s) shall communicate to the User proper and safe device operation.
- Operator(s) shall explain how it(they) will address safety issue(s) that may arise related to the use of a Vehicle.
- Operator(s) shall encourage the use of helmets to the User. Operator(s) shall describe how it(they) will provide access to helmets.
- Operator(s) shall describe how it(they) will collect, and report data related to complaints from non-Users to the City.

4.5.8. Community Education & Investment:

- Operator(s) shall develop a plan with dedicated strategies related to community education and rider safety. Community Education & Rider Safety Plan shall be included as a separate attachment and does not count towards the 25-page limit. Plans shall be measurable to allow the City to monitor that the plan is being implemented.
- Selected Operator(s) shall conduct a Community Demonstration event(s) as part of their outreach efforts prior the Pilot launch at a date and time determined by the City.
- Operator(s) shall partner with the improvement districts, such as the Downtown Development Authority and the Horizon Drive Business Improvement District, if its service areas fall within those jurisdictions. Additionally, Operator(s) are encouraged to partner with any metro districts in the City. Operator(s) shall describe how it(they) will outreach and partner to the property owners in the areas it will serve.
- Operator(s) shall describe how it(they) will leverage partnerships with organizations involved with promoting active transportation within the City.
- Operator(s) shall provide cash payment options for unbanked users and shall describe its(their) approach to providing this service(s).
- Operator(s) shall describe any discount programs.

4.5.9. Data Sharing and Reporting:

- Operator(s) shall make real-time and historical ride data available through a third-party data aggregator.

- The data provided through the third-party data aggregator shall be in compliance with the Mobility Data Specification (MDS) v1.2.0 and the Generalized Bikeshare Feed Specification (GBFS) v2.2. Operator(s) shall include all required and conditionally required files in compliance with the GBFS v2.2.
- The Operator(s) shall submit aggregated monthly data reports to the City within 10 business days of the start of the succeeding month. These reports shall include:
 - utilization rates
 - total downloads
 - total trips by day of week and time of day
 - origin and destination information for all trips
 - trips per vehicle
 - average trip distance
 - trips originating in or destined for designated Priority Zones
 - parking compliance at designated zones and at transit and bus stops
 - incidents of theft and/or vandalism
 - complaints
 - number of users participating in discount programs disaggregated by program type (low income, students, etc.)
 - accident/crash information
 - payment method information
- The City reserves the right to use data for special studies and share findings based on data at workshops and conferences and share data with academic or research partners.
- Operator(s) shall provide data privacy policy plan as part of the App. The Data Privacy Plan shall be included as a separate attachment and does not count towards the 25-page limit. At a minimum operator(s) shall anonymize all personal identifiable information (PII) and trip data to protect the privacy of the User and shall abide by MDS and GBFS data privacy guidelines and requirements, as well as comply with any city, state, and federal privacy standards.

4.6. Application Materials Checklist:

- Application Proposal (25-page limit)
- Community Education & Rider Safety Plan
- Service Area Concept Plan

- Vehicle Specification Sheets
- Data Privacy Plan
- Operations & Maintenance Plan

4.7. Price/Fees: Project pricing shall be all inclusive, to include, but not be limited to labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

The City shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Provide a not to exceed cost using Solicitation Response Form found in Section 7, accompanied by a complete list of cost breakdown and rates sheet.

All fees will be considered by the City to be negotiable.

4.8. Timeline: It is expected that the Pilot will be completed in eighteen (18) months from date of pilot launch.

4.9. Pre-Proposal Meeting: An **optional** pre-proposal meeting is highly encouraged for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at City Hall Auditorium at 250 N. 5th Street, Grand Junction, CO on August 18, 2022 at 12:30pm.

4.10. Attachments/Exhibits:

- o Exhibit A: Performance Categories
- o Exhibit B: Priority Zones Map

4.11. RFP Tentative Time Schedule:

- | | |
|---|------------------------|
| • Request for Proposal available: | August 8, 2022 |
| • Pre-Bid Conference | August 18, 2022 |
| • Inquiry deadline, no questions after this date: | August 26, 2022 |
| • Addendum Posted: | August 30, 2022 |
| • Submittal deadline for proposals: | September 6, 2022 |
| • Owner evaluation of proposals: | September 7 – 14, 2022 |
| • Interviews | September 19, 2022 |
| • Equipment Demonstration | September 26, 2022 |
| • Final selection: | September 30, 2022 |
| • Contract Execution: | October 2022 |
| • Pilot Launch | April, 2023 |
| • Completion By: | October 2024 |

4.12. Questions Regarding Scope of Services:

Kassy Hackett, Buyer
kassyh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to F**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a professional vendor with experience in Micromobility Services to become a contract provider to the City of Grand Junction. Include prior experience with similar projects.
- C. Strategy and Implementation:** Describe the Firm’s interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, etc.
- E. Fee Proposal:** Provide an all-inclusive, not to exceed cost using Solicitation Response Form found in Section 7.0, accompanied by a complete list of costs breakdown.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only Proposers that meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 90%
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (10) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)• Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)• Understanding Project & Objectives (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Strategy & Implementation Plan (30) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C for details. Timeline of final report included in this score.)

The following criteria shall be worth 10%
* Fees (10)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, firm, supplier, or service provider in determining final award(s).

References will be assessed during the final phase of the evaluation process.

The Owner will undertake negotiations with the top-rated Firm(s) and will not negotiate with lower rated firms unless negotiations with higher rated Firm(s) have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated Proposer(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm(s).

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5098-22-KH Micromobility Pilot Study

Offeror must submit entire Form completed, dated and signed.

1) All inclusive, not to exceed cost to implement a pilot study for shared micromobility as specified in the scope above:

\$ _____

Total Amount Written: _____ **Dollars**

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

Exhibit A: Performance Categories

Performance Metric	Metric Type
Total number of trips	Tier 1 – Basic
Trips per vehicle per day	Tier 1 – Basic
Number of parking violations	Tier 1 – Basic
Average response times to violations	Tier 1 – Basic
Number of safety incidents	Tier 1 – Basic
Number of unbanked users	Tier 2 – Optional
Number of trips per month originating and terminating in Priority Zones	Tier 2 – Optional
Number of community engagement events	Tier 2 – Optional
Total vehicle miles traveled	Tier 2 – Optional
Number of adaptive vehicle operations	Tier 2 – Optional
Number of helmets distributed	Tier 2 – Optional

Exhibit B: Priority Zones

