

Request for Proposals

Bicycle Share Fundraising, Operations, Marketing, and Equipment Services

Solicited by

The Metropolitan Area Planning Council

On behalf of the Cities of Boston, Cambridge, and Somerville,
and the Town of Brookline

RFP # MAPC 2016 Bike Share

Proposal Due Date: Fri, Sept 16, 2016

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1 General Information

1.1 General Information

This is a Request for Proposals (RFP) issued by the Metropolitan Area Planning Council (MAPC) to select a qualified organization to provide fundraising, operations, marketing, and equipment services to the metro-Boston bike share system known as Hubway.

Proposal Due Date: Sealed proposals are due by 12:00 PM, Fri, Sept 16, 2016 at Metropolitan Area Planning Council, 60 Temple Place, 6th Floor Reception, Boston, MA 02111.

Proposal Subject: Bicycle Share Fundraising, Operations, Marketing, and Equipment Services

RFP Number: MAPC 2016 Bike Share

RFP Availability: The RFP will be available 10:00 AM – 5:00 PM, Monday – Friday, between Mon, Aug 15, 2016 and Wed, Aug 31, 2016 by contacting Heidi Anderson at MAPC via email at handerson@mapc.org.

Please direct all questions and other communications related to this RFP to Heidi Anderson in writing at handerson@mapc.org.

Return RFPs to: Heidi Anderson

Metropolitan Area Planning Council

60 Temple Place, 6th Floor Reception

Boston, MA 02111

Contract Info: MAPC is performing this procurement on behalf of the Cities of Boston, Cambridge, and Somerville, the Town of Brookline, and Additional Municipalities in Greater Boston that may join the system over the course of the contract period. Each municipality shall have the sole authority to award a contract in its best interests, but all contracts so executed shall be consistent with the terms of this procurement. Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products/services during the contract periods.

This procurement conforms to the requirements of M.G.L. c. 7 § 22B and M.G.L. c. 30B.

Please read this entire document before responding or submitting questions.

1.2 General Submission Requirements

Competitive sealed proposals for the goods and services specified will be received by MAPC, at the above specified location, until the time and date cited. Faxed or emailed submissions will not be accepted. Responses must be in the actual possession of MAPC on or prior to the exact time and date indicated above according to MAPC's 6th floor reception area clock. Late responses will not be considered.

At a minimum, Respondents must submit all materials requested in accordance with the exact specifications of this request for responses and in the order and format requested in order to be considered complete and responsive. Respondents whose responses are complete and meet general response requirements and Minimum Quality Requirements will have their proposals reviewed. Meeting general response requirements and Minimum Quality Requirements does not mean that a Respondent will be selected for the project.

Responses must include the following:

- One original price proposal and one electronic copy of the price proposal on a CD/DVD or USB memory stick in a sealed envelope clearly marked with the words: "MAPC 2016 Bike Share – Price Proposal" as well as the Respondent's name. Please use the Price Proposal Signature page and Price Proposal template provided in this RFP.
- One original technical proposal, five hard copies, and one electronic copy of the technical proposal on a CD/DVD or USB memory stick in a sealed envelope or box clearly marked with the words: "MAPC 2016 Bike Share – Technical Proposal" as well as the Respondent's name.

Responses must include the signed forms provided in this RFP.

1.3 Disclosure of Information

Submission of a Proposal shall be deemed acknowledgement that the Respondent is familiar with the Massachusetts Public Records Law, M.G.L. c. 66 § 10 and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c. 66 § 10. To review copies of proposals after contracts have been awarded, submit a written request in compliance with the Massachusetts Public Record Law to the RFP contact person identified in Section 1.1 of the RFP, General Information.

2 Introduction

The Metropolitan Area Planning Council, on behalf of the Participating Municipalities (“PMs”) of Boston, Brookline, Cambridge, and Somerville, pursuant to M.G.L. c. 7 § 22B and M.G.L. c. 30B, is seeking responses from qualified Respondents to provide (1) fundraising, (2) operating, (3) marketing, and (4) equipment maintenance services (See Section 5: Scope of Services) for the metro-Boston bike share system known as Hubway (the “System”). All responses must identify a Lead Respondent responsible for contracting to provide all goods and services identified within this RFP and for all communication with MAPC. However, nothing in this RFP precludes responses from distributing the delivery of goods and services between a team of several contractors, provided that such distribution of responsibilities by and amongst the contractors is identified in the RFP and the team independently contracts with the Lead Respondent such that the PMs can contract with the Lead Respondent to provide all desired goods and services.

The Successful Respondent will have the right to contract with one or more of the Additional Municipalities listed in this RFP, upon approval by the Hubway Advisory Committee (“HAC”). Each municipality may opt to contract with the Successful Respondent for some or all of the goods and/or services to be provided under this RFP.

MAPC and the PMs intend that all individual contracts executed under this solicitation shall run concurrently in order to maintain seamless operations and maintenance of the System. The goal of this RFP is for the initial term of any contract executed under this solicitation to run for approximately five years, through April 1, 2022, with the option to renew for a maximum of two (2) additional two-year terms through April 1, 2026 exercisable at the discretion of each PM and subject to appropriations.

In order to ensure that all contracts run concurrently, contingent upon each PM authorizing the contract terms outlined above, the term of any contract executed under this solicitation prior to April 1, 2022 shall be executed to have an initial term ending on April 1, 2022, including all contracts executed by the PMs, and any Additional Municipalities (“AMs” See Section 3). Any new contract entered into subsequent to the initial five-year contract term shall be executed to run for the remainder of the then current renewal term and any additional renewal terms as provided for by this solicitation. Additionally, any new contract entered into between April 1, 2022 and April 1, 2024 shall be executed to run for a term ending on April 1, 2024 with the option to renew for one (1) additional two-year term, or, if entered into subsequent to April 1, 2024, shall run for a term ending on April 1, 2026.

However, Respondents are on notice that final execution of a contract with a Massachusetts municipality with a term lasting longer than three (3) years is dependent upon authorization by majority vote of a municipality’s governing body prior to contract award. In the event that a PM does not receive authorization to enter into a contract over 3 years, the initial contract term such shall be for three (3) years, running through April 1, 2020, during which period of time a PM may continue to seek authorization to extend or renew the contract such that it conforms with the term scheduled outlined in paragraph three above.

Additionally, each municipality shall have the sole authority to award a contract in its best interests, but all contracts so executed, shall be consistent with the terms of this procurement and in accordance with the ordinances of the respective municipality.

Except as provided for elsewhere in this RFP, there may not be any changes to the terms and conditions, proposal prices, or products/services offered in the Successful Respondent's proposal during the contract periods.

This explicitly does not preclude future amendments to contracts mutually agreed by the contracting parties. The PMs may, from time to time, require changes in the Scope of Services of the Successful Respondent. Such changes, including any increase or decrease in the amount of the Successful Respondent's compensation or any change in the work schedule, which are mutually agreed upon by and between the PM and the Successful Respondent, shall be incorporated in written amendments to the contract.

3 Definitions

The following terms and definitions are used in this Request for Proposals (RFP). System-related terms and definitions can be found in Section 5 of the RFP, Scope of Services.

<u>Term</u>	<u>Definition</u>
Additional Municipalities	Municipalities within the MAPC region that are not a part of the existing Hubway system. This includes all municipalities in MAPC's region aside from Boston, Brookline, Cambridge, and Somerville. Please see Appendix B for a full list of municipalities.
Contractor	Any party to whom a contract has been awarded under this procurement
Days	Calendar days, unless otherwise specified
Hubway Advisory Committee ("HAC")	Provides oversight and governance of the Metro-Boston bike share system, and includes project officers and/or other assigned representatives from the Cities of Boston, Cambridge, and Somerville and the Town of Brookline. MAPC convenes and facilitates the HAC. Additional Municipalities that join the system may also assign representatives to the HAC.
Lead Respondent	The contractor identified in the Response as being the lead respondent.
Participating Municipality ("PM")	The Cities of Boston, Cambridge, and Somerville and the Town of Brookline.
Respondent	Any contractor or team of contractors who submit a proposal in response to this solicitation.
Successful Respondent	The Respondent selected as offering the most advantageous response.

4 System Overview

4.1 History

The Hubway bike share system in Metro-Boston was established in 2011 as one of the first groups of third-generation bike share systems in the United States. With a regional vision for a vibrant and healthy urban region that benefits all its residents and workers, Hubway plays a significant role in making the area a world-class bicycling location for residents, commuters, and visitors. By the end of 2016, the system will include 131 stations located in Boston, 48 stations in Cambridge, 12 stations in Somerville, and 4 stations in Brookline with a total of 195 stations and approximately 1,783 bikes available.

4.2 Vision

The Hubway bike share system is a vital component of a regional vision for a reliable, sustainable, and inclusive transportation network across the greater Boston area. Hubway not only provides area residents, visitors and workers with additional transportation options, but also increases connectivity within the existing public transportation network, serving as a key first-mile/last-mile connection to rapid transit and commuter rail stations and bus stops. Furthermore, Hubway helps reduce the number of single-occupant vehicle trips for work and non-work purposes in the region, which supports the Commonwealth's mode shift goals. Additionally, Hubway makes it easier for residents and workers to live a healthy and active lifestyle, helps reduce greenhouse gas emissions from less sustainable modes of transportation, and provides a low-cost recreational activity to residents and visitors alike.

4.3 Goals

In order to bolster Hubway's role in this vision for a reliant, sustainable, and inclusive transportation network, the Scope of Services described in this document is intended to result in significant expansion, increased density, greater reliability, and increased ridership of the bike share system.

The municipalities in the Hubway system and MAPC are looking for the Successful Respondent to achieve the following primary goals:

- a) to increase the number of stations and bikes dramatically over the next five years, including expanding the footprint of the overall system and increasing density in some areas where the system is already located;
- b) to maintain the system's current network of stations and bikes in an excellent state of repair and advance the technological innovations of the system;
- c) to create positive impacts to the user experience through increased availability of bikes and docks and access to additional stations and bikes;
- d) to develop a more robust ridership base (including increases in both members and casual users);

- e) to enable a financially stable system that is not reliant on municipal funds for growth and operations.

This Scope of Services identifies four major services, which the Successful Respondent will be expected to provide: fundraising, operations, marketing and equipment. Each depends on the successful execution of the other three. Successful fundraising is essential to expanding, operating, and maintaining the system. Efficient and effective operation of Hubway is necessary for a positive user experience, which in turn will generate revenue by leading to membership renewals and producing positive word of mouth which will bring in new users. Targeted marketing will recruit new members across the system and incentivize more visitors to use bike share for their trips. Competent delivery and maintenance of equipment is necessary for a positive user experience and meeting the proposed timelines for expansion.

By consolidating the responsibilities of fundraising, operations, marketing, and equipment, the Successful Respondent is expected to support the targeted, thoughtful, and robust expansion of the system while reducing the need for day-to-day oversight by the HAC. The desired expansion, described in Section 4.4, should include increasing the size and density of the existing system as well as eventually allowing for the inclusion of Additional Municipalities in the bike share system.

It is expected that the Successful Respondent will be incentivized to deliver high performance in all four areas through a revenue sharing agreement with the current Participating Municipalities where allocations to the Respondent increase upon reaching a performance threshold tied to sponsorships and system use. The Respondent is expected to use its share of the revenues to provide consistently excellent fundraising, operations, and marketing services.

4.4 Desired Expansion

The following section outlines how such goals will be met by describing each PM's minimum desired expansions. For more information, please see Appendix G.

Boston. At the end of 2016, the City of Boston will own 131 stations and approximately 1,127 bikes. (Additional stations may be obligated through development review processes currently underway.) The City of Boston undertook a detailed scenario planning exercise to understand ridership and revenue potential, including financial modeling of capital, operating, and state-of-good-repair needs. Based upon this review, Boston anticipates adding 137 stations over the next five (5) years, as well as the appropriate ratio of new bicycles.

Brookline. Brookline's 4 existing Hubway stations (64 docks) have been strategically placed on major corridors near public transit, commercial areas, and dense residential development. In the future, Brookline, (which is approximately 6.8 sq. mi.) envisions an increased density of Hubway stations as a logical next step to better serve residents in underserved areas of the town and to provide better linkage for users throughout the entire system. Based on future scenario planning, Brookline believes that it is feasible to significantly increase the number of stations over the next five years. The Town desires to expand the coverage area of the bike share system using the same criteria noted previously, while also considering the location of existing stations and planned expansion in

neighboring parts of Boston. Based on an initial analysis, it is believed that incremental expansion could lead to a minimum of 19 Hubway stations in Brookline at the end of 5 years.

Cambridge. Cambridge (approximately 6 sq. mi.) owns about 48 stations and 513 bikes. An additional eight stations are currently obligated under development mitigation. The tremendous popularity of the system means that the demand for use is higher than the current supply, particularly in the eastern half of the city. As such, increasing station density of stations and expanding the system to the uncovered areas is needed, with the ultimate goal of locating stations within $\frac{1}{4}$ mile of every resident or worker, with some variation taking into account residential/worker density. Through this contract, Cambridge envisions adding a minimum of 20 new stations over the initial five-year contract term, separate from those identified in Appendix G and excluding any that are added over the course of the term via additional development mitigation or other municipal funding.

Somerville. Somerville (4.2 sq. mi.) currently owns 12 stations, which are located along major urban arterials, business districts and neighborhood squares. System expansion will be crucial as Somerville works to make it easier, safer and more appealing for residents and visitors to bike within and across jurisdictional lines. The City's 5-year goal is to make sure the system expands to underserved areas, as well as increasing station density in both our high use areas along busy corridors, business districts, and transit oriented development (TOD) districts. Based on preliminary analysis, Somerville estimates that an additional 26 stations could be sited in the City, for a total of 38 stations at the end of a five-year initial contract period.

Additional Municipalities. While the HAC anticipates that the majority of the investment in the Hubway system will occur in the PMs, the success of the system as a regional bike share network relies on its ability to expand to additional communities and serve more residents and workers in the Boston area. To date, several adjacent communities have expressed interest in joining the Hubway system, including Arlington, Chelsea, Malden, Medford, Newton, Revere, Watertown, and Winthrop. Within a five-year contract period, MAPC estimates that 20-30 stations in total across these Additional Municipalities could be added.

Total. At the end of an initial five-year contract term, provided that the PMs and any Additional Municipalities that join are able to follow through with their desired expansion plans, the Hubway system will have approximately 420 stations in total and the appropriate ratio of bikes to total docks.

4.5 Equipment

Each municipality currently owns its own equipment. All stations, bicycles, and IT resources are completely unified and seamless from the user's perspective. The current system is composed of stations purchased from PBSC Urban Solutions ("PBSC") and 8D Technologies, Inc. ("8D"); bicycles purchased from PBSC and Motivate, Inc.; and runs on a software platform created by PBSC and 8D. Technical specifications for the equipment currently used in the cities of Boston, Cambridge, and Somerville and the Town of Brookline can be found in Appendix H. Any new equipment shall meet or exceed these specifications as identified in Section 5.6, while remaining interoperable with the existing equipment.

4.6 System Statistics

The System is currently composed of approximately 140 stations and nearly 1,500 bikes across the four PMs. As of July 2016, the System has over 14,000 active members, with the vast majority of those being annual members. In June 2016, the System averaged nearly 5,500 trips per day, and over 4.5 million rides have been completed since the System's launch.

Additional System data and statistics is available at the following site:

<http://www.mapc.org/2016bikesharerfp>

4.7 Pricing

Like other third generation bike share systems, Hubway works by allowing users to swipe a credit card at a kiosk or insert a membership key into a dock to unlock a bike, which can be returned at any station.

Existing prices for membership and casual use options are described below:

- Annual Membership: \$85
- Monthly Membership: \$20
- 72-Hour Casual Pass: \$12
- 24-Hour Casual Pass: \$6
- Corporate Membership: \$50

Membership includes unlimited trips up to 30 minutes each at no additional costs. For trips over 30 minutes, usage fees incurred are as follows:

- Trips 31-60 minutes: additional \$2
- Trips 61-90 minutes: additional \$4

For every trip over 90 minutes, the additional fee is \$8. Annual and Monthly Members receive a 25% discount on usage fees.

4.8 Sponsors and Donors

The metro- Boston area bike share system currently has several forms of sponsorship. A complete list of station sponsors can be found in Appendix I.

Boston. Title sponsorship is provided by New Balance, and is shared with the City of Somerville and the Town of Brookline. Boston has 22 station-level sponsors. Station-level sponsors receive three (3) years of branding on their associated station and on ten (10) bikes; they are also recognized on the Hubway website. Sponsors are encouraged to renew, typically for another three (3) years. Station-

level sponsorship often is agreed during development review and mitigation agreements, though some larger institutions have agreed to sponsor stations in the interest of providing amenities for their workforce, students, and/or visitors. Benefits afforded to Station-level Sponsors have also been extended to institutions that provide grant or other funding. Additional agreements are currently being established and Boston will continue to add new stations with development mitigation and seeking grants.

Brookline. The Town of Brookline received some funding from Partners Healthcare and Boston's Children's Hospital at the beginning of the System's operations. Title sponsorship is provided by New Balance, and is shared with the City of Boston and the City of Somerville.

Cambridge. In Cambridge, institutions and developers do not sponsor stations but donate the capital cost and operating costs in return for placement of their brand on a station and ten (10) bikes. The majority of the donors have a 3-year agreement but some donor agreements operate on a continuing basis. Additional donor agreements are currently being established and Cambridge will continue to add new donors as opportunities arise.

Somerville. Title sponsorship is provided by New Balance, and is shared with the City of Boston and the Town of Brookline. At this time, the City of Somerville does not have station-level sponsors or donor agreements. However, the City is interested in looking to area organizations, institutions and developers to sponsor stations in the near future.

5 Scope of Services

5.1 System-Related Definitions

In addition to the definitions included in Section 3, the following system-related terms and definitions are used in this RFP.

<u>Term</u>	<u>Definition</u>
Equipment	All physical components of a bike share system, which include bikes, stations, docks, and other associated materials
Desired expansion	The preferred total amount of bike share stations at the end of the initial contract term (5 years) as described by each individual PM. See Section 4.4 for further details.
Secondary Sponsor	Entity or organization that commits funding to support some aspect(s) of the bike share system in exchange for a set of benefits as proposed by the Successful Respondent and approved by the HAC. See Section 5.3.2 for further details.
Title Sponsor	Entity or organization that commits funding for the expansion and operation of the bike share system in exchange for naming rights, sponsorship opportunities, and/or other benefits as proposed by the Successful Respondent and approved by the HAC. See Section 5.3.1 for further details.

5.2 General Responsibilities

The Successful Respondent will become the exclusive operator of the bike share system in the PMs and AMs (as applicable). This right does not apply to private bike share or rental systems in the PMs and AMs (as applicable). The Successful Respondent will be responsible for:

- Soliciting and securing a Title Sponsor and Secondary Sponsors, and managing relationships and branding with each;
- Executing a marketing strategy to grow membership and casual use of the system;

- Operating and maintaining the regional bike share system at an agreed-upon minimum level of performance;
- Facilitating the purchase of, and inspecting, equipment related to expansion and state-of-good-repair replacement, and purchasing and managing equipment in municipalities that choose not to purchase their own.

5.2.1 Ownership

This RFP allows for two ownership models within the System. In the first model, PMs will own all components of the System within their borders. In the second model the Successful Respondent shall be required to own System equipment in addition to managing its operations and maintenance. See Section 5.7.1 for more detail on the “Successful Respondent-Owned Model.” Regardless of the ownership model in place, the Successful Respondent shall provide all PMs with the opportunity to purchase System Equipment. In the first model, the Successful Respondent shall provide the municipalities with a comprehensive list of equipment for that is necessary for desired station expansion and prices for such equipment. In the second model, the Successful Respondent shall propose a comprehensive list of Successful Respondent-owned equipment in the municipality, and prices for such equipment at the end of each contract and each contact renewal term.

To the extent that the Successful Respondent purchases and/or owns System equipment, the Successful Respondent shall offer the municipalities where such equipment exists the opportunity to purchase such Successful Respondent-owned equipment the end of the initial contract term and each subsequent renewal term. Such equipment shall include all bicycles and stations as well as all equipment necessary to facilitate operation and maintenance of the system with prices set according to a depreciation scale to be included as part of a response to this RFP that reasonably values the equipment over a defined life span.

5.3 Fundraising

The HAC seeks to use the revenue streams described in Sections 5.3.1 through 5.3.6 to fund system operations and expansion throughout the contract term while eliminating the need for PMs to contribute funds to Operations and Maintenance (O&M).

To the HAC’s knowledge, this has not yet been done in the U.S. Other American bike share systems have operated public-private partnership models where governments pay private for-profit or non-profit contractors O&M fees for each dock and/or bike. In some bike share systems, these publicly paid O&M fees are covered by the revenue sources described above. Other systems instead operate privately, with private for-profit or non-profit contractors operating the systems, owning all equipment, and keeping the majority of all revenues collected.

By channeling a large portion of revenue generated from these revenue streams directly to the Successful Respondent, the HAC believes the Successful Respondent should receive enough funds to cover the cost of operating the system, building capacity, and making a profit. Other American bike share systems have offered “finder’s fees” to private contractors for securing sponsorships that are less than the portion of revenue the HAC anticipate the Successful Respondent will receive. This

revenue sharing model is being adopted to both provide the Successful Respondent with the resources it will need to build and operate an expanded system and to incentivize Respondents 's to secure the largest sponsorships possible and maintain good relationships with new and current sponsors. See Section 5.3.9 "Revenue Share" for more information.

Sections 5.3.1 through 5.3.4 all refer to sources of revenue that are to be shared between the PMs and the Successful Respondent. Section 5.3.5 discusses sources of revenue that will not be shared between the Successful Respondent and the PMs.

5.3.1 Title Sponsorship

The Successful Respondent will need to secure Title Sponsorship and manage the relationship with the Title Sponsor. Title Sponsorship will be system-wide, for all equipment used in the PMs. Preference will be given to those Title Sponsors that are brand-aligned (e.g., promote active, healthy living, as with Nike's sponsorship of the Portland, OR's Biketown bike share system) or brand-neutral (e.g., generally unrelated fields such as finance, as with CitiBank sponsoring New York City's CitiBike bike share system). Title Sponsors that are potentially against brand are discouraged. Some types of sponsors are expressly prohibited (see Appendix E).

Any revenue generated from the Title Sponsorship will be shared between the PMs and the Successful Respondent. This will enable the PMs to receive the capital necessary to fund the desired expansion of their existing station networks and the Successful Respondent's share will cover a portion of operations and maintenance costs. The Successful Respondent stands to benefit from securing the largest title sponsorship package that exceeds the base amount needed for expansion and operation. See Section 5.3.7 "Revenue Share" for more information.

While the Successful Respondent will be primarily responsible for negotiating and securing the Title Sponsorship deal, the HAC will have approval over any final Title Sponsorship and the ability to request revisions to the deal, provided that the total amount of dollars offered in the Title Sponsorship package does not decrease as a result.

Respondents should identify the potential to increase Title Sponsorship dollars as Additional Municipalities join the system. Any potential increase in Title Sponsorship dollars for Additional Municipalities should not change the revenues shared between the Respondent and PMs or negatively impact the expansion, operations, and marketing of the system within the PMs.

If the HAC does not approve of the Title Sponsor proposed by the Successful Respondent, the Successful Respondent will be given additional time to propose another Title Sponsor to the HAC. Individual contracts between each PM and the Title Sponsor will be signed after a Title Sponsor is selected and approved.

The PMs have a preference for a 5-year Title Sponsorship, with option to renew in alignment with the terms of the contracts entered into pursuant to this RFP, and for maintaining the "Hubway" name, colors, and visual identity, but are open to negotiating these matters with potential sponsors in exchange for a higher value package that allows for additional expansion and improved operations.

The Successful Respondent should be prepared to recruit additional Title Sponsors if initial Title Sponsor or HAC declines to renew the Title Sponsorship terms in alignment with the term of the Contract.

RFP response must include:

- A description of the plan for securing a Title Sponsorship, including estimated dollar range (annually and over the life of the contract) of title sponsorship revenue, service impacts, and possible requirements for:
 - A “basic visibility” sponsorship that retains more of the existing Hubway brand, including the name and/or visual identity; and a
 - A “high visibility” sponsorship that releases the existing Hubway brand, including the name and/or visual identity
- A description of how potential Title Sponsorship packages will achieve expansion goals outlined in Section 4.4.
- An estimate of the dollar amount in additional Title Sponsorship funds the Respondent anticipates it can obtain to facilitate the expansion into Additional Municipalities, based on the Desired Expansion outlined in Section 4.4.
- A description of the plan for managing the relationship with the Title Sponsor.

5.3.2 Secondary Sponsorship

Respondents should consider Secondary Sponsorship packages that have a standardized cost and a standard set of benefits across the regional Hubway system. Benefits could include some form of branding on equipment and recognition on the system website, apps, vehicles, or other locations. Secondary Sponsor packages could provide benefits at multiple levels of support and range from system-level sponsorship, such as Capital One’s support of Philadelphia’s Indego bike share, to station-level sponsorship, where sponsorship value is limited to a single station and its accompanying bikes.

Preference will be given for system-wide secondary sponsors that are brand-aligned (e.g., promote active, healthy living) or brand-neutral (e.g., generally unrelated fields such as finance). Sponsors that are potentially against brand are discouraged. Some types of sponsors are expressly prohibited (see Appendix E).

Secondary Sponsorships may supplement the funds provided by a Title Sponsor in supporting all or some part of the capital costs of expansion stations and bicycles, of state-of-good-repair replacement, and of associated operational costs. The Successful Respondent shall create such Secondary Sponsorship packages to harmonize with the benefits afforded a Title Sponsor, and manage relationships with all Secondary Sponsors.

The HAC will approve both the Successful Respondent’s proposed Secondary Sponsors (post execution of individual PM contracting) and Secondary Sponsorship structure (pre-execution of

individual PM contracting). The HAC will approve the successful respondent's proposed secondary sponsorship structure and may require alternative structures to be presented, provided that the total amount of dollars offered in the Secondary Sponsorship package does not decrease as a result.

Responses must include:

- A description of a Secondary Sponsorship packages cost and benefits, including branding and distribution of benefits;
- A description of the plan for securing a Secondary Sponsorships, including estimated dollar range (annually and over the life of the contract) of Secondary Sponsorship revenue, service impacts, and possible requirements; and
- A description of a plan for managing relationships with Secondary Sponsors.

5.3.3 Existing Station Sponsors and Donors

Existing sponsor and donor agreements will be honored to the end of their terms, including those that have indefinite terms, at the time of contracting. See Appendix I for more information about the existing sponsors and donors.

5.3.4 User Revenues

Like other modern bike share systems, Hubway works by allowing users to swipe a credit card or insert a membership key to unlock a bike, which can be returned to any station. Casual passes for 24 hours and 72-hours, monthly and full-year regular memberships, and full-year corporate memberships are currently available. Each of these pass types allows for unlimited use of a bicycle for trips 30 minutes or under. In the City of Boston, reduced cost full-year memberships are available to Boston residents who meet specific income requirements or receive certain public benefits; these users may take unlimited trips that are 60 minutes or under.

Types

Respondents should develop a suite of membership and casual use types that includes annual memberships, monthly memberships, corporate annual memberships, low-income annual memberships, and passes available for casual use. Annual memberships may include an option that enables people to pay on a monthly basis, to eliminate an identified obstacle for some users (i.e., some people could not pay an annual membership but could pay the same amount over the course of the year, i.e., \$7/month vs. \$85 at one time).

The HAC prefers memberships that entitle users to an unlimited number of bike trips of 30 minutes or less; trips over 30 minutes incur additional fees. Respondents may propose alternate trip lengths.

While 24-hour and 72-hour passes to the current system are available and include unlimited rides of 30 minutes or less, the HAC welcomes alternate proposals for casual user pricing.

In general, the types of passes available should be easily understood by both casual users and members. Respondents must describe each membership, including benefits and capacity for managing enrollment.

User Fees

Respondents must propose a pricing structure for bike share users that includes each of the above pass types: annual memberships, corporate memberships, and low-income memberships, as well as casual users. The HAC expects Respondents to develop a pricing structure that maximizes users and trips while providing revenue needed to operate the system. Respondents must explain the expected impact of a proposed fare structure on ridership and revenue.

Respondents may choose to submit an alternative plan with justification, but the HAC is not bound to accept a winning respondent's proposed pricing structure, and an alternative agreement may be negotiated. The HAC proposes that prices be set within the following constraints:

- No annual membership or corporate membership increases in price by more than \$10 in the first contract year
- Annual membership cost should not exceed \$125 per year during the 5-year period of the contract
- An installment plan allows paying for an annual pass over the course of eight (8) to ten (10) months, with total annual costs not exceeding one-time annual membership payment by more than 20%
- Corporate annual membership costs should not exceed \$90 per year during the first 5-year period of the contract
- A low-income annual membership option that costs \$60 per year and can be paid in monthly installments at exactly the pro-rated cost of a one-time low-income annual payment for this membership type

After setting initial prices for year one of operation during contract negotiations with the PMs, the Successful Respondent may increase the price of annual and corporate annual memberships at the beginning of each new calendar year by up to the past year's regional Boston-Brockton-Nashua CPI-U + 1% without additional HAC approval. It may request permission from the HAC to increase pricing by more than this amount, but not more than identified above; however, the HAC has no obligation to comply. The HAC may also initiate a discussion of an increase, decrease, or amendment in the pricing of any elements listed above at the end of each calendar year in consultation with the Successful Respondent.

While the HAC will approve pricing of specified membership types, the Successful Respondent may initiate temporary sales or promotional discounts to increase bike share system usage or membership enrollment without additional HAC approval. This includes bulk sales of casual passes. However, the HAC reserves the right to modify any actions should any unforeseen concerns or issues arise.

PMs retain the right to pay the difference between a given membership type's negotiated price and a lower price that PMs set to increase the number of low-income members. This does not obviate the Successful Respondent's responsibility to vet applicants for low-income membership eligibility. However, in the case of these subsidized memberships, the PM offering the subsidy will be responsible for administering the program.

RFP response must include:

- A description of proposed membership/pricing structure, both annually and monthly, and any associated additional fees;
- A description of proposed prices for passes available for short-term use, including single and bulk sales, and any associated additional fees;
- A description of corporate membership package(s);
- A description of plan to increase corporate sales;
- A description of a low-income membership and capacity for vetting low-income members' eligibility; and
- A description of expected impact of a proposed fare structure on ridership and revenue.

5.3.5 Non-Shared Funding

Other Sponsorships

The Successful Respondent will have the right to procure other, temporary sponsorships for the bike share system, with agreement from the HAC, to promote use of the system and/or raise additional operating and marketing funds. Such sponsors may receive digital or temporary recognition via the system website, mobile application, online communications, equipment, or other aspects with HAC approval. Such sponsorships should not compete with the benefits afforded to the Title Sponsor or Secondary Sponsors, and benefits shall be temporary in nature.

The Successful Respondent may create or engage in system-wide events with regional bike share system, such as a sponsored "free days" for casual users or discounted passes provided to members of community organizations. The Successful Respondent should expect to engage in such activities that relate to increased membership and trips.

Revenues raised through these Other Sponsorships sources will be attributed in full to the Successful Respondent, with no share to the municipalities.

Municipally Raised Funding

Municipalities may raise funds for their portion of the system's capital, state-of-good-repair, and related costs through, but not limited to, government and agency funds; grants provided by philanthropic organizations; donations from institutions or other entities; and/or mitigation from

development. Such funders, in recognition of their support, may receive some set of benefits afforded to a corresponding level of Secondary Sponsorship. Examples of existing municipally raised funding include a grant from the Barr Foundation for the purchase of ten (10) bike share stations and associated bicycles; a grant from the Boston College Neighborhood Improvement Fund to support the purchase of two (2) bike share stations and associated bicycles, matched by other funds raised by the City of Boston; and a donation from the CambridgeSide Galleria to support the purchase and operation of one (1) bike share station and associated bicycles.

Municipally raised funding is not intended to be shared with the Successful Respondent. All relationships with municipally raised funders will be managed by the municipalities.

RFP response must include:

- Proposed description of benefits afforded to municipally raised funders that wish to be recognized for their support of the system.

5.3.6 Advertising Panels on Stations

Each PM has its own regulations regarding the use of advertising at bike share stations. The Cities of Boston and Somerville have existing advertising contracts for station panels (see Appendix D for details). The Successful Respondent will honor these existing advertising contracts

During the initial contract term, the PMs will continue to contract directly with organizations that provide advertising services; therefore, advertising is not included in this Scope of Services and advertising is not a part of the revenue share model. The PMs reserve the right to reconsider and include advertising in the scope of services for future contract terms.

For details on municipality-specific regulations on advertising, please see Appendix E.

5.3.7 Revenue Share

To accomplish the goals of this RFP and the vision for the System, PMs and the Successful Respondent will share revenues. Respondents are expected to propose a detailed revenue sharing agreement based on projected revenues from a Title Sponsorship, Secondary Sponsorships, User Fees, and Successful Respondent-Ownership Model

The combined revenue streams should account for all costs associated with fundraising, with system expansion, operation, and maintenance, and with marketing for the duration of the contract. The Respondent's revenue sharing proposal must include sharing percentages for casual user revenue, membership user revenue, Title Sponsorship and Secondary Sponsorships. Revenue sources will be unrestricted after they are distributed to the Successful Respondent and the PMs.

The proposed revenue share structure should promote the following goals:

Goals	How to meet goals with revenue sharing
Meet the PMs' need to make capital investment in new equipment to improve density of their existing station networks at the beginning of a contract, and to expand the system as described.	Distribute the majority of Title Sponsorship funds to municipalities until they have received sufficient resources to cover the costs of their planned expansions.
Meet the PMs' need to continue receiving funds for the duration of the contract to pay for state-of-good-repair replacement of equipment.	After municipalities receive sufficient funds to cover expansion costs, ensure they also receive enough to cover replacement of equipment.
Meet the PMs' need to be responsive to the needs and happiness of the system's members.	Distribute the most membership user revenue to the municipalities to ensure they have the resources to respond to their members' needs.
Meet the Successful Respondent's responsibility to maximize user happiness.	Distribute the majority of casual user revenue and a portion of membership user revenue to the Successful Respondent.
Meet the Successful Respondent's need to invest in capacity to operate an expanded system at the beginning of any planned expansion.	Distribute a sufficient portion of title sponsorship funds to the Successful Respondent so that it may build operational capacity.

If appropriate, the Successful Respondent's may propose that different revenue sources have monetary thresholds that, after being reached, trigger a new revenue sharing arrangement for any additional funds raised. These thresholds would apply to the total amount of revenue raised over the duration of the contract. The provided model framework below includes a space for these thresholds. (For example, the first n dollars of any Title Sponsorship package might be shared with $m\%$ of funds going to the PMs, but any additional dollars raised beyond n would be shared with a larger portion going to the Successful Respondent.)

The contract established with the Successful Respondent will allow for an alternative revenue share agreement in the case that bike share stations and bicycles in one or more PMs are owned by the Successful Respondent (as described in Section 5.7.1 Successful Respondent Ownership Model). Under these circumstances, those PMs would have lower costs and would receive a lesser share of revenues.

PMs are not bound to accept the winning respondent’s proposed revenue share structure, and an alternative agreement may be negotiated.

RFP response must include:

- Description of proposal for revenue sharing between the Successful Respondent and the PMs

Sample Revenue Sharing Framework

Each revenue source identified below has thresholds that, after being reached, triggers a new revenue sharing arrangement for any additional funds raised. The Title Sponsorship should fund PMs’ planned system expansion and state-of-good-repair replacement needs, and the Successful Respondent’s increased management capacity. Secondary Sponsorship should fund additional individual stations and all or some portion of anticipated operating and regular maintenance costs. User fees are intended to encourage the Successful Respondent and municipalities to maximize the number of active bike share users.

Respondents should propose a revenue share model that can achieve the Goals and Vision of this RFP by completing the below chart with associated percentages of revenue for each funding source that will be shared between the Successful Respondent and PMs (the PMs will negotiate separately through the HAC how their share will be divided among each municipality).The threshold at which the share of revenue changes should be identified as well, if applicable. If an alternative fundraising and revenue share structure is better suited to meet the Goals and Vision of this RFP, the Respondent is encouraged to identify such a structure.

	Title Sponsorship	Secondary Sponsorships	Membership User Revenue¹	Casual User Revenue²
Percent Share to Successful Respondent Before Threshold is Reached	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.
Percent Share to PMs Before Threshold is Reached	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.
Threshold for increased Share to Successful Respondent as a	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.

¹ Includes all additional fees associated with membership type, such as additional use fees.

² Includes all additional fees associated with membership type, such as additional use fees.

Dollar Amount				
Percent Share to Successful Respondent After Threshold is Reached	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.
Percent Share to PMs After Threshold is Reached	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.	Leave blank. Complete in Price Proposal.

5.3.8 Reporting

All revenues, regardless of source, shall be accurately reported to all PMs monthly and annually within 30 days of the fiscal year end. It is expected that all PMs will have access to all relevant bank statements to verify revenue numbers. If reports are not submitted on time, fines will be imposed.

In the case that revenues are reported incorrectly or not in a timely manner, the PMs reserve the right to hire an independent auditor and conduct an audit, subject to protocols as outlined during contracting. The costs associated with the audit shall be borne by the PMs unless such an audit reveals an under reporting of revenues by the Successful Respondent in excess of \$50,000 with respect to any individual fiscal year, or in excess of \$100,000 in aggregate for multiple fiscal years, in which case the Successful Respondent shall pay all reasonable costs, expenses, and fees related to the audit. In either event, any underpayment (together with interest thereon at the rate of 12% per annum) shall be remitted by the Successful Respondent to the PMs (together, with the cost of the audit, if applicable) within thirty (30) days of the date of the audit report.

5.3.9 Contingency Plan

The Successful Respondent will be responsible for raising the funds required to purchase capital equipment for the system, operate the system to an agreed upon level of performance standards, market the system and communicate with users, and to invest in state of good repair replacement costs. If the Successful Respondent is unable to raise funding to meet these requirements, the PMs are not liable to contribute municipal funding to the system.

RFP response must include:

- A contingency plan that outlines how the Successful Respondent will continue moving forward with the HAC's desired expansion and operating the system at an agreed upon level of performance if revenues are below what is projected.

5.4 Operations

The Successful Respondent shall operate the system and the call center such that it will be available for use twenty-four (24) hours per day. The Successful Respondent shall operate and manage the on-site aspects of the system, including repairs, service, and maintenance, and bicycle distribution each day the system is in operation within each municipality. Currently, on-site operations and management of the system take place from 6:00 AM to 10:00 PM, and the Successful Respondent is expected to increase hours of operation to meet the required performance standards.

5.4.1 Organization Development

The Successful Respondent shall be responsible for:

- Identifying, setting up, and maintaining local warehouse(s), office(s), and vehicles;
 - This includes storage and maintenance of equipment during times when equipment is not deployed. This includes wintertime operations and new equipment.
- Managing relationship with municipal clients (the HAC) and MAPC;
- Hiring and managing local employees and contractors;
 - Municipalities reserve the right to approve hiring/appointment of the local General Manager. Municipalities will have ten (10) business days to approve said hires/appointments and said approval shall not be unreasonably withheld.
- Training staff relative to:
 - The Successful Respondent's responsibilities, client expectations, and contract requirements;
 - Manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all equipment
- Securing appropriate insurance. The minimum insurance coverage requirements are shown below. Municipalities may seek additional insurance coverage later at their own cost. Please see Appendix C for standard insurance language typically used for each PM; and
- Working with PMs and prior operator on transitioning management of the existing Hubway system with minimal interruption of service.

5.4.2 Minimum Insurance Requirements

The Successful Respondent shall at all times during the term of the contract maintain insurance coverage adequate to meet its obligations under this contract and to protect MAPC, the participating municipalities, and all eligible parties. Respondents shall provide MAPC will certification of such as a condition of award if requested. This insurance shall be provided at the Successful Respondent's expense and shall be in full force and effect during the full term of this Contract. See Appendix C for each PM's requirements.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, s. 34 and M.G.L. c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence

\$1,000,000 aggregate

Property Damage \$500,000 each occurrence

\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person

\$1,000,000 aggregate

Property Damage \$300,000

5.4.3 Equipment Operations, Inspection, and Maintenance

The Successful Respondent will:

- Facilitate ongoing relations with Equipment and software providers, including but not limited to Equipment and spare parts purchasing, warranty repairs and replacement purchases, equipment and software upgrades, software licensing. PMs will pay for costs as required consistent with separate contracts with the Equipment and software providers, directly or indirectly through the Successful Respondent at cost, as applicable.
- Maintain a sufficient supply of spare parts for stations and bicycles.
- Receive, inventory, inspect and assemble all Equipment per manufacturers' technical specifications.
- Provide ongoing Equipment inspection, maintenance and cleaning including annual overhaul of all equipment; use most environmentally friendly cleaning solutions when cleaning required. Work must be in compliance with manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair and replacement of all Equipment.
- Provide the following services at least every two weeks; each service check includes repair and/or replacement of parts for any of the items below when needed:
 - ride each bicycle;

- inspect drive chain for proper functioning and lubrication;
- inspect tires for proper inflation, defects, and wear;
- ensure proper working order of brakes;
- inspect saddle for proper tightness, excessive wear, and deterioration;
- inspect shifters for proper functioning;
- inspect lights for proper functioning;
- inspect fenders and chain guard for proper functioning, defects, and wear;
- ensure that the basket and bell are properly attached and functioning;
- inspect advertisements and labels/stickers and replace if needed.
- Provide the following services at least one time per year and on an as-needed basis:
 - remove and clean entire drive train;
 - inspect and adjust tension, and true wheels;
 - inspect tires for excessive wear, defects, replace if needed; replace inner tubes at least once/year; inspect hubs for proper functioning and repair if needed.
- Repair any damaged or malfunctioning docking station to make functioning within twenty four (24) hours of discovery, or contact project officer in appropriate PM if repair is expected to require more time.
- Maintain accurate and up to date inventory of all Equipment including serial numbers.
- Maintain, replace, and produce information decals for all Equipment. Current decals include informational decals on kiosk, sponsor/donor stickers on bicycle frames and fenders, sponsor/donor and info decals on map frames, safety information sticker on bike stem. The Successful Respondent shall be responsible for placing and updating any and all decals related to current sponsors, title and otherwise. Such replacement may occur several times per year, depending on sponsor changes
- Maintain, replace, and produce maps and information panels for Equipment. The Successful Respondent is required to update maps and information panels once per year at no additional cost to the municipalities, or as required due to unforeseen damage.
- Track lost /stolen equipment and assess loss/replacement fees, as needed. The Successful Respondent will attempt to contact last known user and will assess fine after 72 hours. Replacement cost for bicycles become the responsibility of the Successful Respondent should the user not be able to be assessed the fine. Successful Respondent shall make all reasonable attempts to pursue insurance claims against drivers of vehicles that damage stations.

5.4.4 Operations Schedule

- The Successful Respondent will be expected to fully operate the system 24 hours per day and 7 days per week.
- The Successful Respondent shall determine the appropriate hours needed to distribute bicycles efficiently in order to meet or exceed minimum performance standards.
- The Successful Respondent should expect to fully operate the system up to 12 months per year, though some municipalities may request seasonal shutdowns.
 - Municipalities will guarantee a minimum network of stations and bikes for each month that the system is operable within their geographic boundaries.
- At municipalities' request, provide seasonal station installation and removal using at least one (1) crane truck allowing for a minimum average rate of 4 stations per weekday, except with heavy rain or extenuating circumstances.
 - Stations may be removed for winter shutdown in late-November and December of each year. Stations should be removed such that the maximum number of stations are in place and operational through the publicized last operational date of the season.
 - Stations may be installed for local restart of operations in early March of each year. Stations should be installed such that the maximum number of stations are in place and operational by March 15, unless otherwise dictated by municipalities or prevented by severe weather conditions.
- The Successful Respondent will establish a Standard Operating Procedure for events that require system closure, such as extreme weather or where employees are in dangerous situations.

5.4.5 Station Cleanliness

Successful Respondent will be responsible for maintaining the cleanliness of all stations. This includes:

- Cleaning each station site area from debris, dirt, leaves, trash, or other objects consistent with municipality's street sweeping schedule for the area. (For example, if a municipality's street sweeping schedule requires sweeping once per week, the Successful Respondent must provide similar services a minimum once per week.)
- Cleaning any graffiti or soiling of equipment within twenty four (24) hours of discovery.
- Cleaning or removing any stickers and/or standard ink/paint within twenty four (24) hours of discovery.
- Cleaning each station site area from debris, dirt, leaves, trash, or other objects upon removal or relocation.

5.4.6 Winter Operations

The Successful Respondent will be required to fully operate the system, including by not limited to equipment operations, bicycle distribution, and operations for the winter months for some or all of the stations in some or all of the municipalities. Currently, the City of Cambridge is the only PM with stations that operate year-round.

- The Successful Respondent will be responsible for removing snow and ice in accordance with the PM's snow and ice removal ordinances and procedures. For the City of Cambridge's snow removal ordinance, please see Appendix J. In general:
 - Snow and ice should be removed to provide a minimum 48 inch clear, accessible path of travel around Equipment (the requirement does not apply to sides of Stations that abut buildings, curb edges, or other conditions that make that side of a Station inaccessible regardless of snow conditions). The Successful Respondent will also assure there is an accessible path of travel at 48" minimum for Hubway users to access each Station from the street.
 - A non-corrosive ice and snow melt must be used.
 - The Successful Respondent will endeavor to remove 100% of bicycles upon the declaration of a winter storm warning issued by the National Weather Service or by a municipal government within which the bike share system operations, or at the reasonable request of a municipality.
 - In case of damage to bicycles or equipment, the Successful Respondent will endeavor to identify the responsible party and endeavor to require that party to pay for the cost of repairs.
 - The Successful Respondent will establish a Standard Operating Procedure for Major Snow Events that require system closure. Reopening of the system will be at the mutual agreement of the Successful Respondent and the municipality.
 - The Successful Respondent should provide station and dock covers to protect equipment; City of Cambridge owned equipment will be made available for use there and the Successful Respondent will be responsible for managing use of the covers.

5.4.7 Bicycle Distribution

The Successful Respondent must distribute bicycles among station sites to ensure as many users as possible have available bikes and docks when and where they need them. It is the Successful Respondent's responsibility to maximize the efficiency of rebalancing to achieve the highest level of service for the user of the bike share system.

Currently, on weekdays during which the system is operational, four full size rebalancing vehicles capable of holding up to 30 bicycles, with at least one staff person per vehicle, provide rebalancing services from 6:00 AM to 10:00 PM. On weekends and non-work holidays, an average of two vehicles, each capable of holding up to 30 bicycles, with at least one staff person per vehicle, service

the system from 6:00 AM to 10:00 PM. As needed for special events, additional rebalancing services, including valet services are provided.

In the current system, the periods of highest intensity of use are during morning and evening commute times and late morning to late afternoon on weekends. Due to commuting patterns and operator capacity, many stations do not have the available bikes or docks needed for users to reliably use the system. The PMs recognize that additional station density and a higher ratio of bikes to docks will help alleviate the system strain. However, the Successful Respondent must still meet minimum performance standards related to efficient distribution of bicycles throughout the system.

The Successful Respondent must satisfy a set of performance indicators with the following requirements:

- There must be two “Levels” of stations to allow for appropriate performance based on context of stations. Such levels could be defined in the following way: “Level 1” stations have both a minimum number of nearby stations and a minimum average level of daily rides per bike or station, e.g. stations with at least two other stations within a 3-minute walk that average at least n total bike rides or at least y originating rides per day; “Level 2” stations would be all other stations.
- There must be minimum performance standards for “Level 1” and “Level 2” stations. “Level 2” stations could have more flexible minimum service standard of bike and dock availability than “Level 1”. The proposed standards may be different throughout the week, but should indicate that users are able to reliably find a bike and/or dock at any given station during the periods of weekday peak usage; during other weekday daytime hours; during weekends; and during overnight hours.
- Performance standards must be achieved during winter operations, with a smaller network of stations and number of available bicycles, just as they are in other seasons.

The Successful Respondent must provide, at minimum, the current levels of service provided:

Respondents may propose and justify an alternative approach to rebalancing if they feel an alternative approach will allow them to meet performance indicators more efficiently and effectively.

Responses must include:

- Description of Performance Indicator(s) that enable the Successful Respondent to meet the described performance requirements, including suggested definitions of “Level 1” and “Level 2” stations.
- Description of how Performance Indicator(s) will effectively redistribute bikes to best serve as many users as possible, especially throughout the day and week, with special attention to hours of highest intensity use.
- Describe the anticipated hours for rebalancing services to meet the proposed performance standards.
- Describe a proposed method for PMs to view performance in real-time or near real-time

- Description of staff, equipment, hours for operations staff, and other resources proposed to achieve the proposed standard of performance, as well as associated costs.
 - Such proposals should include traditional rebalancing prediction and deployment of vans as well as “non-traditional” methods such as a rebalancing trailer pulled by bicycle; strategic de-centralized storage of bicycles to manage demand across neighborhoods; using valets to guarantee docks and/or bikes at high-use station locations; incentives for users to select docks or bikes at lesser-used stations; incentives for users to “self-rebalance” by returning bicycles to stations that are often empty (such as those up a hill); and other creative ways to distribute bicycles so that stations are more likely to have a bike or dock when a user needs one.

5.4.8 Ongoing Station Installation, Relocation, Removal, and Reconfiguration

At the request of a PM, the Successful Respondent will provide services related to installation, relocation, removal, and reconfiguration of stations (“moves”). Such moves are distinct and separate from seasonal installation and removal. They may be required for, but not limited to, roadway reconstruction or resurfacing; conflicting utilities work; or temporary relocation for special events. The Successful Respondent should have the ability to directly bill third-party companies (e.g., contractors hired by private firms) for fees associated with moving a station, so long as that move is approved by the jurisdiction’s PM.

RFP response must include:

- Some number station moves per year at no additional fee to municipalities, with a minimum of 10% of total stations within the municipal boundaries or 10 moves, whichever is higher.
- A fee schedule for additional moves, indicating price differences for moves resulting from municipal versus third-party requests.
- Proposed notification and response time for PMs and Successful Respondent to facilitate the process

5.4.9 Station Siting and Permitting

The Successful Respondent will be asked to conduct some or all siting, permitting and licensing. It will be the Successful Respondent’s right and responsibility to work with PMs, state agencies, institutions, and private landowners to get public and private space commitments and secure all required permits according to the processes identified by each municipality, agency, institution, and/or private landowner. PMs will have final authority to approve station locations in their respective jurisdiction. Tasks may include, but are not limited to:

- Creating and providing layout plans for station configurations and a description of key factors; this document will be made available to all PMs and may be used by others for planning purposes;
- Creating layout plans for station siting on behalf of the PM, private entities (e.g., private building owners, developers, etc.);

- Working with the municipality to identify general locations for stations;
- Determining ownership of or title to underlying real estate;
- Verifying whether placement is permissible under zoning or other ordinances and regulations; and
- Obtaining all permits and permission necessary to place a station at such location, including any related costs.

RFP response must include:

- Proposed cost associated with providing above services per station

5.4.10 Annual Member Survey

The Successful Respondent shall develop, administer, and analyze an annual member survey. Survey will be developed and issued in coordination with the HAC. Survey questions will cover topics including transportation choices, physical activity, customer service and satisfaction, membership demographics, and input for future expansion and improvement of the system. The Successful Respondent shall create a final report with graphics that is user-friendly to be put on the website for public information.

5.4.11 Data

All data and information produced by or for the bike share system, including without limitation, website content and all user data and information (“Data”), is owned by the PMs. The Successful Respondent’s use and possession of Data will be solely as the PMs’ agent, and it will acquire a perpetual license to possess and use the Data for its internal business purposes. Unless it receives prior written consent, the Successful Respondent will not access or use Data other than: (i) as necessary to facilitate the services under a contract resulting from this RFP; or (ii) for its internal business processes. The Successful Respondent will grant Data access to MAPC and may be required to grant Data access to additional parties as designated by the PMs. The Successful Respondent will not give any other party access to the Data, unless required by law or proper legal authority.

Some subset of trip and station data will be made available to public on a quarterly basis. The Successful Respondent and HAC shall agree to data that is released publicly.

The Successful Respondent shall be required to comply with open data standards set by the North American Bike Share Association regarding real-time, publicly available data feeds so that map and transportation based apps can easily incorporate this data into their platforms.

The Successful Respondent must ensure continuity of current operations and provide at a minimum the same services, and preferably enhanced services.

The Successful Respondent must provide a dashboard, accessible to PMs and MAPC, that displays real-time information for both the entire system and per municipality. The dashboard must be fully usable by personnel who do not have programming or database expertise and must allow for the extraction/download of static data into Microsoft Excel. Presented information must include, but is not limited to: total rides per day, week, month, quarter, and year; average rides per bike; average duration of ride; rides originating and terminating at each station. When possible and applicable, the HAC would like data to be distinguished between members and casual users. Access to the entire backend system, with ability to create and download reports, will be available to each PM and the Successful Respondent. Such access is not overridden by development and access to dashboard.

Responses must include:

- A description of dashboard and information it will convey
- Screenshots or mockups of the dashboard interface
- Samples of all key operational reports and data that the Successful Respondent will use to monitor system performance and/or make operational decisions
- Proposal for sharing some subset of trips and station data publicly

5.4.12 Website and mobile application

The Successful Respondent must regularly maintain the website and mobile application to reflect any changes to the system. The website and mobile application should make information regarding joining the System easily accessible; include real-time, map-based information about station location and availability of bikes and docks at each station; and should clearly display real-time system information as well as phone and email contact information for customer service.

5.4.13 Customer Service

The Successful Respondent must fulfill member subscriptions. Related tasks include, but may not be limited to:

- Creating, producing, and distributing registration packets, letterhead, and other collateral needed to fulfill memberships.
- Shipping member keys within two (2) business days

The Successful Respondent shall provide phone and email customer service. Related tasks include, but may not be limited to:

- Employing customer service operators trained to answer questions, assist with and/or provide information concerning, among other things, subscription process, subscription policies, billing, refunds, crashes, comments, complaints, malfunction problems, location of station sites, and directions to nearest station site that has bicycles available for rental and/or docks for returns.

- Employing a customer service manager who is knowledgeable about the Metro-Boston region.
- When any portion of the system is in operation, Successful Respondent must be able to respond to calls 24 hours a day. Hours for emails are weekdays from 6:00 AM to 10:00 PM and weekends/holidays from 9:00 AM to 8:00 PM (“Customer Service Hours”).
- Utilizing phone operators that are fluent in English. The customer service team must be also able to respond to phone or email inquiries in Spanish. Additional languages, including Portuguese, Haitian Creole, Vietnamese, and Mandarin, may be requested.
- Telephone answering shall not exceed sixty (60) seconds more than 20% of the customer service hours.

RFP response must include:

- Proposal for fulfilling member subscriptions and associated costs
- Proposal for providing phone and email customer service and associated costs

5.4.14 System Oversight

The Successful Respondent shall oversee the daily functions of the bike share system. Tasks include:

- Day-to-day coordination with all members of the HAC on mission and system critical issues.
- Coordinating and overseeing relationships with municipalities, users and, as requested, media.
- Overseeing system backend, including by way of example, making all backed changes and improvements.
- Overseeing payment gateway and finance system, including bank account, revenue collection, reporting, and revenue distribution.
- Implementation of ongoing technical improvements, particularly related to software.
- Compliance with application obligations and provide information to PMs to fulfill any obligations of any grants, sponsorships, donors, and/or advertisers.
- Supporting accounting and legal issues associated with system.
- The HAC retains audit rights. The Successful Respondent must employ internal controls that include timesheets for labor shared by other systems, direct costs, and a system to attribute costs amongst PMs.
- Regular reporting on key measures, consistent with current level of reporting.

5.4.15 Helmets

The Successful Respondent will offer low-cost or discounted helmets by directly taking and processing orders and through robust retail partnership where helmets may be purchased at local vendors throughout the Boston area.

5.4.16 Americans with Disabilities Act

The Successful Respondent must comply with all programmatic ADA requirements. This shall include, but shall not be limited to, the Successful Respondent's purchase, maintenance, and distribution of at least one bicycle available to customers with disabilities who cannot use the widely-available bicycles, upon advance reservation.

5.5 Marketing

Respondents must recommend a strategy for implementing marketing and Public Relations ("PR") programs in which the Respondent leads on most functions and members of the HAC play an oversight function. Marketing and PR serves to recruit a diversity of new members, to drive ridership increases, to engage and retain high numbers of existing members, and to encourage considerable casual use by tourists. Services include, but are not limited to:

- System branding, including but not limited to including Title Sponsor and Secondary Sponsors; support for including non-sponsorship funders; any temporary branding such as uniquely wrapped bikes
- Graphic design, including for online and physical marketing strategies
- Conventional and social media, purchased and "earned." This includes, but is not limited to, media buying, digital advertising, email, and direct mail
- In-person engagement through field teams and strategic event marketing, including events requested by each PM
- Analytics
- Promotional partnerships with local businesses and organizations

Marketing efforts should generate enthusiasm for the current system and system expansion, and include analysis of marketing-relevant demographic and subscriber statistics. The proposed strategy should also address public relations crisis management, e.g., system failures, fatalities or serious injuries, and gaps in service.

The Successful Respondent will need to report on its annual goals and strategy to the HAC in February of each year and solicit feedback. The HAC will approve annual marketing plans. Updates and reports shall be provided on a more frequent basis (e.g. monthly or every other month). Reporting should focus on how marketing encourages membership renewal, new members of all types, casual use, and diversity of members. The marketing plan is subject to HAC approval and

must comply with individual municipality's regulations regarding marketing and advertising, unless exceptions are approved by those municipalities.

PMs retain the right to create their own marketing for the bike share system in addition to that performed by the Successful Respondent. This does not relieve the Successful Respondent of any of its marketing responsibilities.

RFP responses must include:

- A description of marketing and PR support.
- A description of specific marketing and PR support prior to, during, and after system expansion.
- A description of PR crisis management plan.
- A description of key marketing-relevant demographic and subscriber statistics or other analytics that should be used to assess program health and marketing effectiveness.
- A description of structure and staffing of marketing team for metro-Boston region, including the percentage of staff time dedicated to the system if such staff are also responsible for marketing other systems or products.
- A description of both conventional and social media plan, including "earned" media and media that will be purchased.
- A description of how marketing will reflect and promote socio-economic diversity by including messages and images that reflect age, gender identity, body type, and ethnic and racial diversity.
- A plan to evaluate effectiveness of marketing strategies proposed or completed to inform future marketing plans.

5.6 Equipment Purchases

The Successful Respondent shall acquire and supply all equipment, including stations, bicycles, and software. Equipment may be purchased with funding from the municipal share of revenues and municipally raised funds. It is expected that the municipalities participating in the bike share system will own all components of the system, but PMs may opt for the Successful Respondent to own equipment. (See Section 5.7.1 for additional information on the Successful Respondent-Ownership Model.). Any new equipment must be completely compatible with existing equipment. Technical and software upgrades are expected to be part of the equipment maintenance, at no expense to the PMs.

The Successful Respondent shall, directly or through subcontractors approved by the HAC:

- Manufacture, produce, deliver, provide training, support, and upgrades on and improvements to all hardware and software, including all parts thereof.
- Host, train, support, upgrade, and continually improve the operating software, as needed.
- Ensure all equipment is fully compatible with the existing bike share system equipment.

The Successful Respondent shall ensure efficient delivery of equipment and spare parts, including maintaining an inventory of proprietary parts

- Purchase Orders must be prepared for municipal approval within a set number of business days of official contact with Successful Respondent
- Purchase Orders must be approved or modified by municipality within a set number of business days of receipt from Successful Respondent
- Successful Respondent shall communicate with suppliers regarding delivery of equipment and provide estimated date of arrival within a set number of business days of Purchase Order approval. Equipment must arrive within a specific number of weeks of purchase order submittal to suppliers. PMs expect equipment will arrive within 8 to 10 weeks.
- Successful Respondent shall communicate weekly updates on delivery schedule to municipalities

The PMs shall have the right to purchase compatible equipment and parts from other vendors, and Respondent will be required to install, maintain, and operate to the same level.

The Successful Respondent is responsible for ensuring all equipment in the system is consistently in line with industry standards. In order to encourage the use of reliable and innovative equipment, the following items are listed as desirable elements for the Successful Respondent to integrate into the System in the next one to five years. This list is not meant to be complete, and respondents may propose additions.

- **Stations**
 - Solar-powered kiosk with RFID target
 - Solar-powered kiosk with Near-Field Communicator (NFC) feature
 - Ability to have solar panel at a distance from actual station with a cable or similar
 - Hard-wired kiosk
 - Dock with RFID and cable(s)
 - Dock with NFC and cable(s)
 - Retrofit equipment to allow NFC or RFIC at existing docks

- Customer key in the shape of a card with an RFID chip
- Map frame with a dynamic display
- Expansion docks not physically connected to a station to provide additional capacity
- **Bicycle:**
 - Bicycle with ability to be locked to an adjacent bike rack
 - Bicycle with onboard, secondary lock for mid-trip stops
 - Tricycle
 - Bicycle with electric-assist
 - Bicycle with additional speeds above 3
 - Bicycle with automatic gear shifting
 - Bicycle with GPS-enabled
 - Bicycle with alternative front or rear rack configurations.
 - Lighter-weight bicycle in the 30 – 40 pound range.
 - Bicycle with retro-reflective paint.
 - Bicycle with cup or water bottle holder
 - Alternative bicycle(s) to accommodate people with disabilities who cannot use standard upright two-wheeled bicycles (describe)
 - Bicycle with more robust and louder bells

RFP responses must include:

- A proposed schedule for preparing and approving Purchase Orders and providing an estimated delivery date.
- A proposed schedule for guaranteed delivery of equipment once suppliers have received the Purchase Order.

5.7 Additional Services and Requests

5.7.1 Option for Successful Respondent-Ownership Model

PMs will have two options for their systems' operations. First, they may operate using the existing model in which they own system equipment and contract with the Successful Respondent to operate and maintain the equipment (most of this RFP refers to the system design and operations for this

model). Second, they may choose to require the Successful Respondent to own the equipment. For municipalities that choose this model, the Successful Respondent shall purchase and own all system equipment, the cost of which shall be offset by the fact that municipalities that do not own system equipment will not receive the portion of user revenues describe in Section 5.3.7 “Revenue Share.” If PMs own some stations and the Successful Respondent owns others, the Successful Respondent and Municipality may negotiate a different user revenue formula than the one contained in Section 5.3.7 “Revenue Share”.

All equipment provided by the Successful Respondent must be fully interoperable with existing System software and hardware, as described in Appendix H.

5.7.2 Additional Municipalities

The Successful Respondent may provide service to additional nearby municipalities using interoperable equipment provided by the municipality and in accordance with agreed upon targets for station density and use of system. While it is the Successful Respondent’s first obligation to support the capital and operating costs of larger, denser, more-used network within the PMs, expansion into Additional Municipalities supports the long-term success of the system. Such Additional Municipalities will not receive any proceeds from the initial term Title Sponsorship and will have to cover their capital costs independently of PMs. However, it is the responsibility of the Successful Respondent to describe the potential additional Title Sponsorship dollars that may be secured in order to support Additional Municipalities joining the system. The Additional Municipalities may also work with the Successful Respondent outside of the structure of its contract with PMs to: secure Secondary Sponsorships, secure philanthropic funding, establish a Respondent-Owned operations model in which the Successful Respondent owns equipment instead of the Additional Municipality, or raise funds by some other method. Additional Municipalities will receive a portion of user revenue as explained in Section 5.3.7 “Revenue Share.”

The HAC encourages the Successful Respondent to work with Additional Municipalities to expand the System, but the Successful Respondent must still comply with all requirements described in this RFP and any negotiated contract with the PMs.

5.7.3 Outreach Services

It is in the interest of PMs and the Successful Respondent to create a positive culture of bike sharing in every neighborhood served by the bike share system.

The Successful Respondent may be requested to provide at least one educational class per quarter in each PM for the contract term (excluding Q1 of a given year for PMs that do not have winter operations). Such classes should teach users how to ride safely in on-street environment and use of system to visit local destinations.

RFP response must include:

- Description of education class and associated costs

- Description of additional strategies and partnerships with local marketing agencies available to PMs and associated costs

6 Proposal Preparation

Respondents are reminded that all information and statements provided will be considered true, accurate, and binding representations of the Respondent's intentions and commitment in responding to this RFP. Any such representations constitute legal obligations on the part of the Respondent to perform as stated and that failure to so perform may be used as grounds to terminate the contracts.

6.1 General Proposal Requirements

The following general requirements and cautions apply to proposal preparation.

- Responses must be received by MAPC at their reception desk at 60 Temple Place, 6th Floor, Boston, MA 02111 no later than Fri, Sep 16, 2016 at 12:00 PM as indicated on the clock in MAPC's reception area.
- Price Proposals and Technical Proposals must be submitted in a separate, sealed package. M.G.L. c. 30B § 6(b) requires the "separate submission of price." Price Proposals must be submitted in separate, sealed packages.
- Respondents must submit all required documents, forms, and materials as instructed in this RFP in the order and format specified and meet the Minimum Quality Requirements in order to be considered responsive. Respondents who have done so will be evaluated, but are not guaranteed a contract.
- Both Price Proposals and Technical Proposals must contain all originally completed and signed Forms provided in this RFP. Faxed or emailed pages will not be considered.
- Both Price Proposals and Technical Proposals must be submitted with original ink signatures by the person authorized to sign the proposal (blue ink is preferred).
- Both Price Proposals and Technical Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- Both Price Proposals and Technical Proposals must indicate the responsible entity, which must also be the signatory on all documents.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- Respondents should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a consortium, joint venture, or team to perform will not relieve the other party or parties of total responsibility for performance.

- All forms must be signed by the same authorized person for the Respondent who will be signing the contract.
- Erasures, between the lines insertions or other modifications to a proposal must be initialed in original ink by the authorized person signing the offer.
- Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
- It is the responsibility of all Respondents to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after the proposal due date.
- Electronic copies should be submitted on labeled CD/DVD or USB memory stick. Electronic versions must mirror paper versions exactly.
- Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be weighed as such in the evaluation phase.
- Since all or a portion of the successful RFP response may be incorporated into any ensuing Contract, all prospective Respondents are further cautioned not to make claims or statements that cannot be subsequently included in a legally binding agreement.
- In all cases where a Respondent offers a product or service, including, but not limited to warranty, that exceeds any standards or specifications or requirements set out in this RFP, such offers will be considered binding obligations requiring performance by the Respondent.
- Neither MAPC, nor the listed municipalities assume liability for and will not reimburse any costs or expenses incurred by any Respondent (whether or not selected) in developing proposals in response to this RFP.
- Successful Respondents' Proposals, including Price Proposals, subject to allowable price increases, must remain in effect for the term of any initial contract and extensions thereof from the date of the Notice of Award to account for the renewal options and new participants.

6.2 Technical Proposal Preparation

Technical Proposals must:

- Be submitted in the required format.
- Sections must be separated using tabbed divider pages.

- Tabbed divider pages must be labeled with the required tab headings.
- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable the evaluation of the Proposals against the Evaluation Criteria.

Technical Proposals must be divided into the following tabbed sections:

- Tab 1 - Introduction
- Tab 2 - Technical Response
- Tab 3 - References

Tab 1 - Introduction

In Tab 1 of their Technical Proposals, Respondents must submit a Cover Letter and complete and submit the forms provided in Section 11 of the RFP in the following order:

- Cover Letter (see template provided in Section 11)
- Proposal Signature Page
- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Conflict of Interest Certification
- Certificate of Compliance with M.G.L. c. 151B
- Certificate of Non-Debarment
- Additional Certifications
- Right to Know Page
- Minimum Quality Requirements
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
- Lobbying Certification
- Respondent's Certification

Respondent must also provide the following additional information:

- List of subcontractors with full contact information

Tab 2 – Technical Response

In Tab 2, the Respondent shall provide a straightforward, concise delineation of their experience and abilities in operating bike sharing systems and their plans to satisfy, or exceed, the requested services outlined in the RFP and Scope of Work.

Tab 3 - References

In this section, the Respondent shall provide contact information for a minimum of three (3) references of contracts with governmental customers that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. The Evaluation Committee intends to interview each reference provided to verify project scope and dollar value and obtain additional past performance information as part of the Evaluation Process. The Respondent shall provide telephone, fax, and e-mail contact information for the key technical and contractual personnel for each referenced project as well as a description of the referenced contract.

MAPC and the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline reserve the right to act as their own references.

6.3 Price Proposal Preparation

Price Proposals must:

- Be submitted in the required format.
- Sections must be separated using tabbed divider pages.
- Tabbed divider pages must be labeled with the required tab headings.
- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable the evaluation of the Proposals against the Evaluation Criteria.

Price Proposals must be divided into the following tabbed sections:

- Tab 1 – Introduction
- Tab 2 – Price Response

Tab 1 - Introduction

In Tab 1 of their Price Proposals, Respondents must provide the following required form provided in this RFP:

- Price Proposal Signature Page

Tab 2 – Pricing

In this section Respondent must provide the following:

- Respondent shall submit a Price Proposal, using the Price Proposal template provided, , for all costs related to the items listed below. The price proposal must extend out five years for the initial term of any contract plus for any extensions thereof, subject to allowable price increases to account for renewal options and Additional Municipalities.
 - Equipment, which includes the per unit cost of all elements detailed in the Price Proposal template
 - Equipment charges include shipping
 - Operations, which includes:
 - the per dock per month operational cost of running the system to satisfy proposed Key Performance Indicators
 - any additional yearly fees that may not be accounted for in the per dock per month operational cost (i.e.: cost of additional rebalancing vans)
 - a proposed per dock per month operational cost for additional municipalities interested in joining the system
 - costs associated with station siting, licensing, and permitting
 - Revenue share model, which includes the proportion of revenue from each of the described funding sources that will be allocated to the Successful Respondent and the PMs before and after a designated threshold. Respondents may propose an alternative model if they feel it would be better suited to meet the HAC's desired expansion
 - Title Sponsorship estimate, which includes the total amount of dollars that is expected to be generated from a Title Sponsorship agreement for the initial contract period (5 years)
 - Secondary Sponsorship estimate, which includes the total amount of dollars that is expected to be generated from a Secondary Sponsorship agreement for the initial contract period (5 years)
- Proposed Pricing must only appear as part of the Price Proposal. Inclusion of proposed pricing in the Technical Proposal will cause Respondent disqualification.

- Price Proposals should be submitted in a format that is clear, logical and easily interpreted.
- All prices quoted must be exclusive of Massachusetts sales tax, use tax and federal excise tax.

7 Evaluation Criteria

Responses that meet the general proposal requirements and Minimum Quality Requirements will be evaluated according to the following comparative evaluation criteria and weighted as follows:

The Responses will be evaluated in the following categories:

- Experience Operating Bicycle Sharing Systems
- Fundraising Plan
- Revenue Sharing Plan
- Marketing Plan
- Equipment
- Operations Plan

Described below are the characteristics that would make up a *Highly Advantageous*, *Advantageous*, *Not Advantageous*, and *Unacceptable* response in each of those categories.

7.1 Experience Operating Bicycle Sharing Systems

Rating	Criteria
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<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents who demonstrate substantial experience with operating bike share systems with a minimum of 300 docking stations and 3,000 bikes in at least four distinct systems.
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<i>Advantageous</i>	A rating of advantageous will be given to Respondents who demonstrate solid experience with operating bike share systems with a minimum of 70 docking stations and 700 bikes in at least two distinct systems.
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<i>Not Advantageous</i>	A rating of not advantageous will be given to Respondents who demonstrate limited experience with operating bike share systems with a minimum of 50 docking stations and 500 bikes.
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<i>Unacceptable</i>	A rating of unacceptable will be given to Respondents who do not demonstrate any experience operating bike share systems with a minimum of 30 docking stations and 300 bikes.
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7.2 Fundraising Plan

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents who demonstrate a fundraising plan that fully meets the Goal and Vision of this RFP, identify significant experience securing sponsorships, and articulate a strong plan for maintaining and increasing memberships and casual users.
<i>Advantageous</i>	A rating of advantageous will be given to Respondents who demonstrate a fundraising plan that mostly meets the Goal and Vision of this RFP, identify solid experience securing sponsorships, and articulate a plan for maintaining and increasing memberships and casual users.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Respondents who demonstrate a fundraising plan that meets limited aspects of the Goal and Vision of this RFP, OR has little experience securing sponsorships, OR articulates a weak plan for maintaining and increasing memberships and casual users.
<i>Unacceptable</i>	A rating of unacceptable will be given to Respondents who demonstrate a fundraising plan that does not meet the Goal and Vision of this RFP, OR has no past experience securing sponsorships, OR does not articulate a plan for maintaining and increasing memberships and casual users.

7.3 Revenue Sharing Plan

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents who demonstrate a revenue share plan that strongly identifies how it will meet the Goal and Vision of the RFP, and is considerate of: 1) the PMs' need to invest in capital for new equipment to expand and improve density of their existing station networks at the beginning of a contract; 2) the PMs' need to continue receiving funds for the duration of the contract to pay for up-keep and replacement of equipment; 3) the PMs' need to be responsive to the members' system needs; 4) the Successful Respondent's need to invest in capacity to operate an expanded system at the beginning of any planned expansion; 5) and the Successful Respondent's

responsibility to maximize user happiness, which may be most closely linked to user revenue.

Advantageous A rating of **advantageous** will be given to Respondents who demonstrate a revenue share plan that moderately identifies how it will meet the Goal and Vision of the RFP, and is moderately considerate of: 1) the PMS' need to invest in capital for new equipment to expand and improve density of their existing station networks at the beginning of a contract; 2) the PMS' need to continue receiving funds for the duration of the contract to pay for up-keep and replacement of equipment; 3) the PMS' need to be responsive to the members' system needs; 4) the Successful Respondent's need to invest in capacity to operate an expanded system at the beginning of any planned expansion; 5) and the Successful Respondent's responsibility to maximize user happiness, which may be most closely linked to user revenue.

Not Advantageous A rating of **not advantageous** will be given to Respondents who demonstrate a revenue share plan that minimally identifies how it will meet the Goal and Vision of the RFP, and is minimally considerate of: 1) the PMS' need to invest in capital for new equipment to expand and improve density of their existing station networks at the beginning of a contract; 2) the PMS' need to continue receiving funds for the duration of the contract to pay for up-keep and replacement of equipment; 3) the PMS' need to be responsive to the members' system needs; 4) the Successful Respondent's need to invest in capacity to operate an expanded system at the beginning of any planned expansion; 5) and the Successful Respondent's responsibility to maximize user happiness, which may be most closely linked to user revenue.

Unacceptable A rating of **unacceptable** will be given to Respondents who do not demonstrate a revenue share plan that identifies how it will meet the Goal and Vision of the RFP, and is inconsiderate of: 1) the PMS' need to invest in capital for new equipment to expand and improve density of their existing station networks at the beginning of a contract; 2) the PMS' need to continue receiving funds for the duration of the contract to pay for up-keep and replacement of equipment; 3) the PMS' need to be responsive to the members' system needs; 4) the Successful Respondent's need to invest in capacity to operate an expanded system at the beginning of any planned expansion; 5) and the Successful Respondent's responsibility to

maximize user happiness, which may be most closely linked to user revenue.

7.4 Marketing Plan

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents who demonstrate a comprehensive and innovative marketing plan and public relations strategy that 1) generates enthusiasm for the system, 2) demonstrates a focus on membership renewal and new memberships of all types, and 3) addresses public relations crisis management. The marketing plan and public relations strategy is informed by an analysis of relevant demographic and subscriber statistics, and clearly supports the Goal and Vision of the bike share system.
<i>Advantageous</i>	A rating of advantageous will be given to Respondents who demonstrate a generic marketing plan and public relations strategy that 1) generates enthusiasm for the system, 2) demonstrates a focus on membership renewal and new memberships of all types, and 3) addresses public relations crisis management. The marketing plan and public relations strategy is somewhat informed by an analysis of relevant demographic and subscriber statistics, and somewhat supports the Goal and Vision of the bike share system.
<i>Not Advantageous</i>	A rating of not advantageous will be given to Respondents who demonstrate an unclear and nonspecific marketing plan and public relations strategy that 1) generates enthusiasm for the system, 2) demonstrates a focus on membership renewal and new memberships of all types, and 3) addresses public relations crisis management. The marketing plan and public relations strategy is minimally informed by an analysis of relevant demographic and subscriber statistics, and minimally supports the Goal and Vision of the bike share system.
<i>Unacceptable</i>	A rating of not acceptable will be given to Respondents who do not demonstrate a marketing plan and public relations strategy that 1) generates enthusiasm for the system, 2) demonstrates a focus on membership renewal and new memberships of all types, and 3) addresses public relations

crisis management. The marketing plan and public relations strategy is not informed by an analysis of relevant demographic and subscriber statistics, and does not support the Goal and Vision of the bike share system.

7.5 Equipment

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents that have substantial experience operating and maintaining bike share equipment (which includes bicycles, stations, and backend software) that is fully interoperable with the system's existing equipment, and that demonstrate a thoughtful plan to upgrade the system as technology and industry practice changes over time
<i>Advantageous</i>	A rating of advantageous will be given to Respondents that have adequate experience operating and maintaining bike share equipment (which includes bicycles, stations, and backend software) that is fully interoperable with the system's existing equipment, and that demonstrate a plan to upgrade the system as technology and industry practice changes over time
<i>Not Advantageous</i>	A rating of not advantageous will be given to Respondents that have minimal experience operating and maintaining bike share equipment (which includes bicycles, stations, and backend software) fully interoperable with the system's existing equipment.
<i>Unacceptable</i>	A rating of unacceptable will be given to Respondents that have no experience operating and maintaining bike share equipment (which includes bicycles, stations, and backend software), and propose to provide equipment that is not interoperable with the system's existing equipment.

7.6 Operations

Rating	Criteria
<i>Highly Advantageous</i>	A rating of highly advantageous will be given to Respondents that present a practical, ambitious, and comprehensive plan to reliably provide the rebalancing services and any additional services necessary to meet or exceed proposed performance

standards. Responses have a clear nexus to the Goals and Vision of the System, focusing on maintaining an excellent system state of repair, bicycle and dock availability and a positive user experience.

Advantageous A rating of **advantageous** will be given to Respondents that present an adequate plan to reliably provide the rebalancing services, state of repair and any additional services necessary to meet proposed performance standards. Responses have some nexus to the Goals and Vision of the System, focusing on maintaining an excellent system state of repair, bicycle and dock availability, and a positive user experience.

Not Advantageous A rating of **not advantageous** will be given to Respondents that present an unclear and nonspecific plan to reliably provide the rebalancing, services, state of repair and any additional services necessary to meet proposed performance standards. Responses have minimal nexus to the Goals and Vision of the System, focusing on maintaining an excellent state of repair, bicycle and dock availability, and a positive user experience.

Unacceptable A rating of **unacceptable** will be given to Respondents that do not present a plan that will reliably provide the rebalancing services, state of repair, and any additional services necessary to meet proposed performance standards. Responses have no nexus to the Goals and Vision of the System, focusing on maintaining an excellent state of repair bicycle and dock availability, and a positive user experience.

8 RFP Process

8.1 *Applicable Laws*

This procurement is conducted in conformance with M.G.L. c. 7 § 22B and M.G.L. c. 30B.

Government entities are generally exempt from Massachusetts sales tax and U.S. excise tax.

8.2 *Decision to Use Request for Proposals*

MAPC and the participating municipalities have determined in accordance with M.G.L. c. 30B § 6(a) that the procurement of bike sharing fundraising, operations, marketing, and equipment services is best served by utilizing a Request for Proposals (RFP) process. Such a process will enable MAPC and the municipalities to evaluate key factors such as the Respondent's experience operating bicycle sharing systems; experience with bike sharing equipment; and plans for fundraising, marketing, and revenue sharing. It is important that MAPC and the municipalities have the ability to select the most advantageous proposals based on such factors in addition to cost.

8.3 *RFP Availability*

The RFP will be available 10:00 AM – 5:00 PM, Monday – Friday, between Mon, Aug 15, 2016 and Wed, Aug 31, 2016 by contacting Heidi Anderson at MAPC via email at handerson@mapc.org. Email requests must contain Respondent's:

- contact person name
- company name
- street address, city, state and zip
- phone and fax numbers, and email address

RFP documents will be emailed unless delivery via U.S. Mail is specified by the requestor.

All questions and other communications related to this RFP should be directed to Heidi Anderson in writing at handerson@mapc.org.

8.4 *Procurement Timeline*

1. Advertise in Boston Herald	Mon, Aug 15, 2016
2. Advertise in Goods & Services Bulletin	Mon, Aug 15, 2016
3. Post to MAPC	Mon, Aug 15, 2016

4. RFP Available	10:00 AM – 5:00 PM, Mon – Fri, between Mon, Aug 15, 2016 and Wed, Aug 31, 2016
5. Last day to submit Written Questions	Fri, Sep 2, 2016, 12:00 PM
6. Proposal Due Date	Fri, Sep 16, 2016, 12:00 PM
7. Potential Interviews	Late September 2016
8. Anticipated Notice of Awards	Late September 2016/Early October 2016

8.5 Rule of Award

MAPC and the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline have determined that identification of the most highly advantageous proposal for the goods and services called for in this RFP requires comparative judgment of factors in addition to cost.

This RFP will identify the Successful Respondent as the eligible, responsive, and responsible Respondent whose proposal is determined to be the overall most highly advantageous taking into consideration Minimum Quality Requirements, comparative evaluation criteria set forth in the RFP and composite ratings as well as price.

8.6 Selection Process

In accordance with M.G.L. c. 30B, Technical Proposals must be evaluated by either MAPC or an evaluation committee selected by MAPC. This procurement will employ an evaluation committee. The names of evaluators are not a matter of public record prior to, or during the evaluation process.

Based upon this evaluation, the Evaluation Committee will make recommendations to the Cities of Boston, Cambridge and Somerville and the Town of Brookline.

Proposals which meet the general proposal requirements and Minimum Quality Requirements will be evaluated on the basis of how well each meets the needs of the Cities of Boston, Cambridge and Somerville and the Town of Brookline in effectively providing fundraising, operations, marketing, and equipment services.

Only those Respondents who submit all required forms and materials and whose proposals conform to the requirements set out in this RFP will be considered responsive. Determination that a Respondent is responsible (i.e. Respondent has the integrity, capability, and reliability to do the work) will be based upon an evaluation of references.

MAPC reserves the right to perform whatever due diligence they deem necessary to determine that the Successful Respondent is responsible including, but not limited to, acting as their own reference and investigating their financial stability

MAPC may request additional clarifying information from a Respondent during this evaluation process.

Committee members will independently review all proposals that meet the general proposal requirements and Minimum Quality Requirements listed in this RFP. They will evaluate the proposals based on the evaluation criteria set out in this document. Each Evaluation Committee member will assign a rating to each evaluation criterion. MAPC will then convene the Committee to review their evaluations and attempt to arrive at agreement on composite ratings for each proposal.

The Evaluation Committee will assign each responsive Technical Proposal submitted by Respondents one of the following composite ratings:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

Respondents may be invited to answer questions for clarification purposes with the Evaluation Committee and selected staff, in person or via teleconference.

After a rating has been determined for each Technical Proposal, MAPC or its designee will open and review the Price Proposals and determine the most highly advantageous proposals, taking into consideration the composite ratings and cost.

Although a Proposal that is not the lowest in price may be selected for award, price is still a factor.

In selecting Proposals that are not the lowest in cost, MAPC will explain in writing why the added benefits of the selected Proposal justify the higher price.

Based upon this evaluation, the Evaluation Committee will make recommendations to the Cities of Boston, Cambridge and Somerville and the Town of Brookline.

8.7 Contract Term

The initial term of any contract executed under this solicitation shall run through April 1, 2022 with the option to renew for a maximum of two (2) additional two-year terms through April 1, 2026 exercisable at the discretion of each Participating Municipality and subject to appropriations. Any contract entered into between April 1, 2022 and April 1, 2024 shall be executed to run for a term ending on April 1, 2024 with the option to renew for one (1) additional two-year term, or, if entered into subsequent to April 1, 2024, shall run for a term ending on April 1, 2026. Final execution of a contract with a Massachusetts municipality with a term lasting longer than three (3) years is

dependent upon authorization by majority vote of a municipality's legislative body prior to contract award.

MAPC and the Participating Municipalities ("PMs") intend that all individual contracts executed under this solicitation shall run concurrently. Therefore, there will be limitations on the term of any contract executed by Additional Municipality (See Section 2).

Respondents are on notice that final execution of a contract with a Massachusetts municipality with a term lasting longer than three (3) years is dependent upon authorization by majority vote of a municipality's governing body prior to contract award

The Successful Respondent will have the right to contract with each municipality listed in this RFP. Each municipality may opt to contract with the Successful Respondent for some or all of the goods and/or services to be provided under this RFP.

Each municipality shall have the sole authority to award a contract in its best interests, but all contracts so executed shall be consistent with the terms of this procurement and in accordance with the ordinances of the respective municipality.

This RFP document, any Addenda issued, all included forms and requirements, and Successful Respondent's proposal will be incorporated into any resulting Contract, provided that where conflicts arise, terms, conditions and requirements peculiar to the specifications shall supersede.

All relevant correspondence giving rise to obligations of the parties or clarification of the business relationship defined by the aggregation of RFP related documents will be incorporated into any resulting contract.

Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products/ services offered during the contract periods.

8.8 False Representations

Pursuant to M.G.L. c. 266 § 67A, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the Commonwealth of Massachusetts.

9 Proposal Submittal

9.1 Proposal Packages

Price Proposals and Technical Proposals must be submitted in separate, sealed packages.

The Sealed Technical Proposal displays on all outer and inner packaging including shipping packaging

- RFP#
- Respondent Name
- Proposal Due Date

The Sealed Technical Proposal Contains

- One (1) unbound paper original
- Five (5) bound paper copies
- One (1) electronic single-file, searchable PDF copy on a properly labeled, portable media

The Sealed Price Proposal displays on all outer and inner packaging including shipping packaging

- RFP#
- Respondent Name
- Proposal Due Date

The Sealed Price Proposal Contains

- One (1) unbound paper original
- One (1) electronic single-file, searchable PDF copy of the complete Price Proposal and a single-file unlocked MS Excel compatible copy of the Price Proposal template spreadsheet on a properly labeled, portable media

9.2 Submittal

Submit Proposals To:

Heidi Anderson

Metropolitan Area Planning Council

60 Temple Place, 6th Floor, Boston, MA 02111

No later than Fri, Sept 16, 2016 at 12:00 PM as read on the clock in the 6th floor MAPC lobby.

If at the time of the scheduled Proposal due date the designated site is unavailable due to circumstances beyond the control of MAPC, the Proposal due date will be automatically postponed (with or without notice to potential Respondents until 12:00 PM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the Proposal due date will be formally postponed with notification to all parties provided documents by MAPC (“Requestors”). Proposals will be accepted until any postponement time.

Late proposals will be considered non-responsive and will be rejected. It is the sole responsibility of a Respondent to ensure that the Proposal arrives on time at the designated place. It is strongly recommended that Proposals are mailed or delivered in advance of the due date and time.

9.3 Questions & Addenda

Failure of any Respondents to read and become familiar with any portion of this RFP will not relieve them from any of the obligations described herein, whether they may be required during review of the proposals, or performance required under a contract. MAPC will not provide, authorize or honor any alleged oral responses.

Requestors are asked to notify MAPC promptly of any ambiguities, inconsistencies or errors they discover upon examination of the RFP. Questions and inquiries will not be answered directly. All questions and requests for clarification must be received ***in writing via email*** by Fri, Sep 2, 2016 by 12:00 PM to handerson@mapc.org.

Responses to inquiries regarding interpretation or clarification that affect all Respondents and corrections or changes to the RFP will be issued as Addenda. Addenda will be distributed via email or fax to all parties that MAPC is aware have obtained the RFP no later than the “Addenda Issued” date above, unless notification otherwise has been sent to all parties. In such an event, MAPC may elect to alter the proposal due date.

If such requestor notifications are received after the “Addenda Issue” date, then MAPC, in its sole discretion, will determine if additional addenda are required and whether to alter the proposal due date. MAPC will advise all prospective Respondents of such activity.

MAPC reserves the right to disqualify any Respondent that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.

Respondents should contact the MAPC contact above if they are concerned that they have not received an addendum.

MAPC maintains a record of addenda sent to all parties who have received the RFP documents. Confirmation of a successfully sent (i.e. received) fax or the lack of a return email message that an email delivery failed will be considered proof of delivery. To ensure that Respondents have taken all addenda into consideration, acknowledgement of receipt of each addendum issued must be noted in the space "Addendum #" provided on the Proposal Signature Page provided in this RFP.

9.4 Corrections, Modifications & Withdrawal of Proposals

Proposals must be unconditional. However, a Respondent may correct, modify, or withdraw a proposal by written notice if received by MAPC prior to the proposal due date. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___". Each modification must be numbered in sequence and must reference the original RFP.

Respondents may not, after the Proposal Due Date, change any provision of the proposal in a manner prejudicial to the interest of MAPC, eligible entities, or fair competition. Minor informalities e.g. minor deviations, insignificant mistakes, and matters of form rather than substance, will be waived or the Respondent will be allowed to correct them. If a mistake is obvious and the intended correct wording, figure or calculation is clearly evident on the face of the proposal document, the mistake will be changed to reflect the apparent correct meaning and the Respondent will be notified in writing; however, the Respondent may not withdraw the proposal. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording, figure or calculation is not similarly evident.

9.5 Disclosing Who Submitted Proposals

A register of the names of Respondents who have submitted will be open for public inspection following the opening of the technical proposals. Proposals will be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. All submissions will be public records. Do not submit confidential materials.

9.6 Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Massachusetts Public Records Law, M.G.L. c. 66 § 10 and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c. 66 § 10. To review copies of proposals after contracts have been awarded, submit a written request in compliance with the Massachusetts Public Record Law to the RFP contact person identified in this RFP.

9.7 No Obligation to Proceed

MAPC is under no obligation to proceed with this project and may cancel this RFP at any time without

the substitution of another, if such cancellation is deemed in the best interest of MAPC and/or the participating municipalities. MAPC reserves the right to reject any or all Proposals, as well as the right to waive informalities and minor irregularities in offers received. Furthermore, MAPC may issue a new or modified RFP, if doing so is found to be in the best interest of MAPC and/or the participating municipalities.

10 Terms and Conditions

Any contract(s) resulting between a Successful Respondent and a municipality, shall include, though not be limited to including, the following terms and conditions:

- Identify schedule
- Specify term of contract
- Identify areas/locations of operation
- Specify payment schedule
- Identify the parties to the contract and the responsible parties to receive any notices under the contract;
- Incorporate by reference the Successful Respondent's proposal;
- Incorporate by reference the acquisition description;
- Specify the warranties and remedies;
- Specify the contractor's responsibility for providing liability insurance;
- Specify that all contract amendments must be in writing and signed by responsible officials;
- Specify what constitutes cause to terminate the contract, what notice must be provided prior to termination, and what opportunity will be granted to correct any problem;
- Prohibit any activity that would constitute a violation of the conflict of interest statute (M.G.L. c.268A.);
- Include a certification of tax compliance by the Successful Respondent. (M.G.L. c.62C § 49A.);
- Specify that the document is the entire contract and that there are no agreements other than those incorporated therein;
- Specify the Successful Respondent's responsibility for defending and indemnifying participating municipalities and Eligible Entities;
- Include provisions on waiver, severability, non-assignment, and force majeure.

11 Required Signature Forms

The following pages contain required forms that must be executed by the Respondent and submitted with the proposals.

1. Cover Letter (template to be typed on Respondent's letterhead)
2. Proposal Signature Page
3. Certificate of Non-Collusion
4. Certificate of Tax Compliance
5. Conflict of Interest Certification
6. Certificate of Compliance with M.G.L. c. 151B
7. Certificate of Non-Debarment
8. Additional Certifications
9. Right to Know Law Page
10. Price Proposal Signature Page
11. Minimum Quality Requirements
12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
13. Lobbying Certification
14. Offeror's Certification

The following requirements and cautions apply to all proposals and all forms.

- Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- The Proposal must indicate the contracting entity, which must also be the signatory on all documents.

- Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Cover Letter

Using this template, provide an originally signed letter on company letterhead reciting and asserting as follows:

Heidi Anderson

Metropolitan Area Planning Council

60 Temple Place, 6th Floor

Boston, MA 02111

Phone: 617.933.0766

Email: handerson@mapc.org

Re: RFP#: MAPC 2016 Bike Share

Dear Ms. Anderson,

In response to your Request for Proposals (“RFP”), we [insert name of Respondent] (“the Respondent”) hereby submit our Proposal to provide Bike Share Fundraising, Operations, Marketing, and Equipment Services to the Hubway bike sharing system.

We offer the following commitments and representations to Metropolitan Area Planning Council (“MAPC”) and the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline:

1. The undersigned is authorized to submit this Proposal on behalf of the Respondent and to bind the Respondent to its terms. We have fully reviewed the RFP and any and all addenda thereto, and we fully understand the scope and nature of the RFP and contractual arrangements for which Responses are being requested.
2. Our Proposal has been prepared and is being submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the response to this RFP.
3. Neither the Respondent nor any of its employees or representatives is currently suspended or debarred from doing business with any governmental entity.
4. Neither the Respondent, nor any of its employees or representatives is currently the subject of or party to a Massachusetts public employee conflict of interest action or investigation.
5. The Respondent is not a party to any pending or current litigation that might adversely affect its performance on this project.
6. The Respondent has not filed for bankruptcy protection in the last seven years. If the Respondent has filed for bankruptcy protection in the last seven years, the Respondent must

describe the circumstances that led to the filing, the ultimate disposition of the matter, the current situation and substantial, detailed evidence of the Respondent's financial ability to complete this project if selected.

7. The Respondent has no business dealings with countries or organizations that fund or support terrorist activities anywhere in the world.
8. We certify that all of the information provided in our Proposal is true and accurate and that MAPC and the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline may rely on such information in the evaluation of our Proposal. We have read and understand the evaluation criteria in the RFP. We accept that MAPC reserves the right to waive informalities and to reject in whole or in part any or all Proposals. We accept that the MAPC Evaluation Committee reserves the right to select the Proposals that they view as the most advantageous on the basis of the evaluation criteria listed in the RFP.
9. We agree to take full responsibility for all costs of preparing this Proposal. We waive any and all claims against MAPC and the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline, their employees, representatives, agents, and members related to the cost of preparing, submitting and having MAPC review and evaluate this Proposal.
10. We have read and understand the product requirements and standards specified in this RFP, and certify that any and all equipment offered in response to this RFP meet or exceed those requirements and standards.

Sincerely,

[Insert name of Respondent]

By: [Insert signature of authorized representative]

[Print or Type Name of authorized representative]

[Street Address]

[City, State, Zip]

[Telephone]

[Email]

[Date]

Proposal Signature Page

The accompanying Forms & Documentation are hereby submitted as a Proposal in response to the subject RFP. All information and statements are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

Company Name

Contact Person

Street

Phone

City, State, Zip

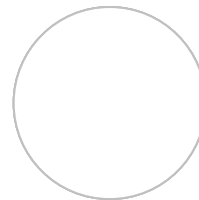
Fax

Email

Respondent acknowledges receipt of the Request for Proposals (RFP) and Addendum No(s). _____, dated _____, and submits the attached proposal for this Request for Proposals to the Metropolitan Area Planning Council (MAPC), on the authority of the undersigned and as dated below who by signing confirms and pledges to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the MAPC.

Authorized Agent of the Respondent:

Signature (blue ink please)



Printed Name

(If a corporation, attach certificate of vote or
apply corporate seal here)

Title

Date

Certificate of Non-Collusion

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under M.G.L. c. 30B certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the proposal.

“The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.”

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Name (as used for tax filing)

SS# or Federal ID#

Date

Certificate of Tax Compliance

“Pursuant to M.G.L. c. 62C § 49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.”

Authorized Agent of the Respondent:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Conflict of Interest Certification

The Respondent hereby certifies that:

1. The Respondent has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Respondent has given, offered, or agreed to give any gift, contribution, or offer of employment to the Respondent, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Respondent.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Respondent has been retained or hired to solicit for or in any way assist the Respondent in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Respondent.
4. Respondent understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Respondent and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. Respondent understands that the Respondent and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Certificate of Compliance with M.G.L. c. 151B

The Respondent hereby certifies that it is in compliance with and shall remain in compliance with M.G.L. c. 151B and shall not discriminate on any prohibited basis outlined therein. The Respondent also hereby certifies that it shall comply with any and all applicable Commonwealth of Massachusetts Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Certificate of Non-Debarment

The Respondent hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Respondent shall inform the MAPC and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Additional Certifications

I certify that all information, statements, and pricing made in my Proposal are true, accurate, and binding representations of the Respondent's intentions and commitment in responding to this RFP. Any such representations that exceed the minimum requirements of the RFP constitute legal obligations on the part of the Respondent to perform as stated and that failure to so perform may be used by MAPC as grounds to terminate the my contract.

I certify that pursuant to 28 CFR Part 42.204 (d) my employment practices comply with Equal Opportunity Requirements and comply with 28 CFR Part 42.202 and that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Right to Know Law Page

Any Respondent who receives an order or orders resulting from this invitation, agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. 111F § 8 - 10 and the regulations contained in 454 CMR 21.06 when deliveries are made. The Respondent agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F § 7 and the regulations contained in 454 CMR 21.05. Failure to submit an MSDA and/or label on each container will place the Respondent in noncompliance with the Purchase Order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action or prevent the Respondent from selling said substances or mixtures containing said substances within the Commonwealth. All Respondents furnishing substances or mixtures subject to M.G.L. c. 111F are cautioned to obtain and read the Law and Rules and Regulations referenced above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 (617-727-2834) for a fee.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Price Proposal Signature Page

The undersigned proposes to provide products and services in accordance with the Request for Proposals (RFP) cited above. The Price Proposal attached to this page includes all products and services offered in Respondent's Technical Proposal per the terms and specifications stated in the RFP and incorporated into the Technical Proposal. The prices offered are guaranteed not to change except as permitted by the terms and conditions of the RFP and the signed contract. The prices offered account for all charges to be expected by Buyers. No other charges will be invoiced to Buyers under this Proposal and any resulting contract.

- The attached document recites all pricing in the manner required by the RFP.
- The electronic files required by the RFP are enclosed.

Authorized Agent of the Respondent:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Minimum Quality Requirements

In order for a Proposal to receive further consideration, Respondent must unconditionally check "Yes" to each Quality Requirement below. A Proposal will be rejected in its entirety if a Respondent fails to check "Yes", or who modifies, qualifies, or limits its affirmative response in any way.

Circle "Yes" or "No" for each of the following requirements:

- a. Respondent has submitted all required forms and information required by this RFP to thoroughly evaluate the proposal.

Yes No

- b. Respondent possesses and presents documented evidence of a minimum of three (3) years paid experience performing work consistent with the subject of this RFP.

Yes No

- c. Respondent is available to participate in meetings at MAPC's Boston office and in the Boston region, as requested by MAPC, either in-person or through appropriate video conferencing technology.

Yes No

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions

The undersigned offeror certifies, to the best of his or her knowledge and belief, that the offeror, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the offeror not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The offeror agrees by submitting this proposal that it will include, without modification, the clause titles "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier transactions in accordance with 45 CFR Part 76.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Lobbying Certification

The undersigned offeror certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. if any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.); and
3. the undersigned agrees that by submitting this proposal it shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Offeror's Certification

The undersigned offeror certifies that it:

1. Intends to use the following listed construction trades in the work under the proposal:

2. Will comply with any minority manpower ratio and specific affirmative action steps contained in the 2016 Bike Share Request for Proposals (RFP) and/or in any documents attached thereto and as may be required by applicable municipal, state, or federal law; and
3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Appendix A - Legal Notice

The Metropolitan Area Planning Council (“MAPC”), acting on behalf of the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline, and on behalf of other MAPC Region municipalities listed in the Request for Proposals (RFP), invites proposals from qualified organizations to provide fundraising, operations, marketing, and equipment services for the Hubway bike share system.

The eligible and responsible vendor whose proposal best conforms to the RFP and is deemed to be the most advantageous will have the opportunity to contract with each municipality listed in this RFP. Each participating municipality shall have the sole authority to award a contract in its best interests, but all contracts so executed shall be consistent with the terms of this procurement. The term of the contract resulting from this RFP shall be for five years with the option to renew for two additional two-year periods at the discretion of each municipality, subject to appropriations, and prior and authorization by majority vote of a municipality’s legislative body prior to contract award.

The RFP will be available 10:00 AM – 5:00 PM, Mon – Fri, between Mon, Aug 15, 2016 and Wed, Aug 31, 2016 by e-mailing handerson@mapc.org. Proposals shall be due at Wed, Sep 16, 2016 at 12:00 PM at MAPC, 60 Temple Place, 6th Floor, Boston, MA 02111. MAPC reserves the right to waive any defects or informalities, to accept or reject any and all proposals, or any part or parts thereof.

MAPC Posted: Mon, Aug 15, 2016

Goods & Services Bulletin Published: Mon, Aug 15, 2016

Boston Herald Published: Mon, Aug 15, 2016

Appendix B – Additional Municipalities

This RFP is issued on behalf of the Cities of Boston, Cambridge, and Somerville and the Town of Brookline. However, the following MAPC Region municipalities by being listed below will be legally eligible to, and may of their own volition, contract with the Successful Respondent as an Additional Municipality as defined in [Section 5.7.2](#) of this RFP. Adjacent municipalities that have expressed varying levels of interest to date include Arlington, Chelsea, Malden, Medford, Newton, Revere, Watertown, and Winthrop.

- | | | |
|----------------|-------------------|------------------|
| 1. Acton | 36. Hudson | 71. Revere |
| 2. Arlington | 37. Hull | 72. Rockland |
| 3. Ashland | 38. Ipswich | 73. Rockport |
| 4. Bedford | 39. Lexington | 74. Salem |
| 5. Bellingham | 40. Lincoln | 75. Saugus |
| 6. Belmont | 41. Littleton | 76. Scituate |
| 7. Beverly | 42. Lynn | 77. Sharon |
| 8. Bolton | 43. Lynnfield | 78. Sherborn |
| 9. Boston | 44. Malden | 79. Somerville |
| 10. Boxborough | 45. Manchester | 80. Southborough |
| 11. Braintree | 46. Marblehead | 81. Stoneham |
| 12. Brookline | 47. Marlborough | 82. Stoughton |
| 13. Burlington | 48. Marshfield | 83. Stow |
| 14. Canton | 49. Maynard | 84. Sudbury |
| 15. Cambridge | 50. Medfield | 85. Swampscott |
| 16. Carlisle | 51. Medford | 86. Topsfield |
| 17. Chelsea | 52. Medway | 87. Wakefield |
| 18. Cohasset | 53. Melrose | 88. Walpole |
| 19. Concord | 54. Middleton | 89. Waltham |
| 20. Danvers | 55. Milford | 90. Watertown |
| 21. Dedham | 56. Millis | 91. Wayland |
| 22. Dover | 57. Milton | 92. Wellesley |
| 23. Duxbury | 58. Nahant | 93. Wenham |
| 24. Essex | 59. Natick | 94. Weston |
| 25. Everett | 60. Needham | 95. Westwood |
| 26. Foxborough | 61. Newton | 96. Weymouth |
| 27. Framingham | 62. Norfolk | 97. Wilmington |
| 28. Franklin | 63. North Reading | 98. Winchester |
| 29. Gloucester | 64. Norwell | 99. Winthrop |
| 30. Hamilton | 65. Norwood | 100. Woburn |
| 31. Hanover | 66. Peabody | 101. Wrentham |
| 32. Hingham | 67. Pembroke | |
| 33. Holbrook | 68. Quincy | |
| 34. Holliston | 69. Randolph | |
| 35. Hopkinton | 70. Reading | |

Appendix C – Standard Insurance

The following are the standard insurance requirements for the Cities of Boston, Cambridge, and Somerville and the Town of Brookline. These are provided for informational use only.. The Minimum Insurance Coverage Requirements for this RFP can be found in [Section 5.4.2](#) of the RFP.

City of Boston

Prior to the effective date of the contract, vendor shall deliver to the city's purchasing agent a Certificate of Insurance indicating that it has in force the insurance coverages described below. Vendor agrees to maintain such insurance coverages until the completion of all of its obligations pursuant to its contract with the city, including without limitation, all warranty periods. As such, all liability insurance coverages shall be written on an occurrence basis. All required insurance coverages shall be acquired from insurers qualified to do business in the Commonwealth of Massachusetts and acceptable to the city. The minimum insurance coverages shall be:

Worker's Compensation, with Employer's Liability limits of not less than the greater of: (i) one million dollars (\$1,000,000) for each accident; or (ii) the statutory limit for each accident.

Commercial General Liability, including all coverages contained in an unamended I.S.O. Form CG 00 01 with limits not less than one million (\$1,000,000) dollars for each occurrence and three million (\$3,000,000) in the aggregate for each annual policy period of Combined Single Limit Bodily Injury and Property Damage. Such form includes Contractual Liability, Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages.

Comprehensive Automobile Liability Insurance, with limits not less than one million (\$1,000,000) dollars each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired auto coverages, as applicable.

Excess Liability Coverage, following the insurance referred to in clauses A, B, and C above in the amount of three million (\$3,000,000) dollars per occurrence, Combined Single Limit, and three million (\$3,000,000) dollars in the aggregate for each annual policy period.

Endorsements. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

To name as additional insureds, with respect to the operations of vendor under its contract with the city, the City of Boston, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions, and those sponsors who own property on which bike stations that are a part of Boston's Hubway system are located (if applicable); and

To provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of vendor's contract with the city, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Notice. All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to the City of Boston of cancellation, non-renewal or reduction in coverage.

Town of Brookline

Vendor agrees to maintain such insurance coverage. All required insurance coverages shall be acquired from insurers qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town. The minimum insurance coverages shall be:

Worker's Compensation, with Employer's Liability limits of not less than the greater of: (i) one million dollars (\$1,000,000) for each accident; or (ii) the statutory limit for each accident.

Commercial General Liability, including all coverages contained in an unamended I.S.O. Form CG 00 01 with limits not less than one million (\$1,000,000) dollars for each occurrence and three million (\$3,000,000) in the aggregate for each annual policy period of Combined Single Limit Bodily Injury and Property Damage. Such form includes contractual Liability, Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages.

Comprehensive Automobile Liability Insurance, with limits not less than one million (\$1,000,000) dollars each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired auto coverages, as applicable.

Excess Liability Coverage, following the insurance referred to in clauses A, B, and C above in the amount of three million (\$3,000,000) dollars per occurrence, combined Single Limit, and three million (\$3,000,000) dollars in the aggregate for each annual policy period.

Endorsements. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

A. To name as additional insureds, with respect to the operations of Vendor under a signed Agreement, the Town of Brookline, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions, and those sponsors who own property on which Rental Site(s) that are a part of the System are located; and

B. To provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of an Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Notice. All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to the Town of cancellation, non-renewal or reduction in coverage.

Assumption of Risk. Vendor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any negligent action, omission, commission or operation under this Agreement, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the Town shall be construed as relieving or excusing Vendor from any liability or obligation imposed upon Vendor by the provisions of the Contract Documents.

Vendor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

Vendor shall be as fully responsible to the Town for the acts and omissions of its subcontractors and of persons employed by the subcontractors as Vendor is for acts and omissions of persons directly employed by Vendor

City of Cambridge

Worker's Compensation. (Reference: M.G.L. c.149 §34A).

Before commencing performance of the Contract, the Vendor shall provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. c. 152 to all persons to be employed under the Contract, and the Vendor shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract.

Additional Insured. Each policy excluding only the Worker's Compensation must list the City of Cambridge, and all of its elected and appointed officials officers, employees, agents, departments, agencies, boards and commissions, and those sponsors who own property on which rental sites that are part of the bike share system are located as additional insureds.

Insurance Rating.

Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

Premiums.

The Vendor must provide the required insurance at its own expense. Failure to provide and continue in force shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice.

Notice of Occurrence.

Notice of occurrence shall be given to the City Manager, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 and, at the option of the Vendor, any other City official permitted by law to receive notice.

Waiver of Subrogation.

The Vendor and all Subcontractors waive subrogation rights against the City for all losses.

Coverage Period.

Each insurance policy must cover the entire contract period and beyond as specified in the following sections.

Policies and Limits.

The insurance required shall include all major division of coverage and shall be on a [comprehensive] commercial general form basis including Premise and Operations (including X-C-U), bodily injury (including death); broad form property damage (including completed operations) including injury to, or destruction of tangible property, including loss of use therefrom; personal injury; Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

- A. Worker's Compensation. With Employer's Liability limits of not less than the greater of: (i) one million dollars (\$1,000,000) for each accident or (ii) the statutory limit for each accident.
- B. Commercial General Liability: Including all coverages contained in an unamended I.S.O. Form CG 00 01 with limits not less than one million (\$1,000,000) dollars for each occurrence and three million (\$3,000,000) dollars in the aggregate for each annual policy period of Combined Single Limit Bodily Injury and Property Damage. Such form includes Contractual Liability, Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages. This policy shall include contractual liability coverage insuring the vendor's indemnity obligations under this Contract. This policy shall include City and any other party at interest requested by City as an additional insured with endorsements equivalent to ISO CG 20 10 for ongoing operations and to ISO CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to an additional insured. The policy shall include endorsement equivalent to ISO CG 24 04, a Waiver of Subrogation in favor of City. The policy shall include endorsement CG 24 10, Coverage for injury to leased workers.
- C. Comprehensive Automotive Liability Insurance -for all owned, non-owned, hired and leased vehicles: with limits not less than one million (\$1,000,000) dollars each occurrence. Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned, hired and leased auto coverages, as applicable.
- D. Excess Liability Coverage: following the insurance referred to in clauses A, B, and C above in the amount of five million (\$5,000,000) dollars per occurrence, combined Single Limit, and five million (\$5,000,000) dollars in the aggregate for each annual policy period.

Combined single limit	\$15 Million
General aggregate	\$15 Million

Amendment of Requirements.

The City reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

Occurrence Basis.

All insurance shall be written on an occurrence basis, unless the City approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of Insurance.

Certificates of Insurance acceptable to the City and confirming the insurance coverage required herein are attached to the Contract. The City shall have no obligation to execute the Contract and may award the Contract to another Vendor, if such insurance certificates have not been provided to the City within five (5) business days after presentation of the Contract to the Vendor for execution. If requested by the City the Vendor will provide complete certified copies of every insurance policy before commencing and during performance of the Contract.

Endorsements.

The Vendor shall furnish to the City copies of any endorsements that are subsequently issued amending limits of coverage. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

- A. To name as additional insured, with respect to the operations of the Vendor under this Agreement, the City of Cambridge, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions, and those sponsors who own property on which rental sites that are a part of the bike share system are located; and
- B. To provide that such policies are primary insurance to any other insurance available to the additional insured with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. To provide that there will be thirty (30) days advance written notice to the City of cancellation, non-renewal or reduction in coverage.

City of Somerville

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

City Of Somerville

Purchasing Department

93 Highland Avenue

Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

Appendix D – Existing Station Advertising Panel Agreements

The following unnumbered pages contain the existing advertising contracts for the Cities of Boston and Somerville.



BOSTON
TRANSPORTATION
DEPARTMENT

ONE CITY HALL SQUARE • ROOM 721
BOSTON, MASSACHUSETTS 02201
617-635-4680 • FAX 617-635-4295

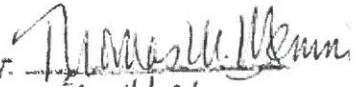
The Honorable Thomas M. Menino
Mayor of the City of Boston
Boston City Hall
City Hall Plaza

FOR LAW DEPARTMENT APPROVAL

April 2, 2013

APPROVED

Thomas M. Menino
Mayor of Boston

By: 
u 4/8/13

Dear Mayor Menino,

I respectfully request your Honor's permission to award a contract to Van Wagner Communications, LLC, a New York Limited Liability Company with offices at 800 Third Avenue, New York, NY 1002, to advertise at bike share stations in the City of Boston. This contract is a revenue contract and is procured under the provisions of M.G.L. Chapter 30B, Section 5.

In response to a public advertisement which appeared in the Goods and Services Bulletin and the City Record on February 11 and February 18, 2013, one proposal was submitted from the following firm:

Van Wagner Communications, LLC:	\$1,525,000.00
800 Third Avenue	
New York, NY 10022	

After reviewing the bid, I have determined that Van Wagner Communications, LLC is uniquely qualified to perform these services because it has demonstrated that it has the solid experience and expertise required for the work while providing the City of Boston with the most revenue.

I have determined that the bid submitted by Van Wagner Communications is the highest bid from a responsible and responsive bidder. Compensation to the City of Boston will be a fixed fee of One Million Five Hundred Twenty-Five Thousand Dollars (**\$1,525,000.00**) (the "Fixed Fee"), as well as percentage fees of fifty percent (50%) of all revenue collected in excess of two times the Fixed Fee. The term of this contact shall be for approximately seven years, eight months, commencing on or about April 1, 2013 and ending December 31, 2020. The vendor's advertising rights and obligations under the contract will commence immediately following the termination of the City's existing contract with its bike share station advertising vendor, which terminates on or about April 22, 2014.

Very truly yours,



Thomas J. Tinlin,
Commissioner

THOMAS M. MENINO, Mayor
Thomas J. Tinlin, Commissioner

AMENDMENT No. 1
BY AND BETWEEN
THE CITY OF SOMERVILLE ACTING THROUGH
THE PURCHASING DEPARTMENT
AND
OUTFRONT Media VW Communications LLC

Contract #130401

Contract Amount: \$0.00

P.O# N/A

P.O. Amount: \$ N/A

Bid #: RFP #13-19-Rebid

Contract period: 5/23/2013 to 5/22/2016

Contract for: Advertising Sales and Placement Services for the Hubway Bike Share System.

VENDOR: OUTFRONT Media VW Communications LLC
405 Lexington Avenue
New York, NY 10174

CONTACT: Edward Jacobs
edward.jacobs@outfrontmedia.com

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

AMENDMENT #1 TO CONTRACT #130401
BY AND BETWEEN
CITY OF SOMERVILLE
AND
OUTFRONT Media VW Communications LLC
405 Lexington Avenue
New York, NY 10174

This Amendment made as of the 1st day of January, 2015 by and between the City of Somerville (hereinafter "The City"), and OUTFRONT Media VW Communications LLC (hereinafter "The Vendor"):

WHEREAS, The City entered into a contract with the Vendor (f/k/a Van Wagner Communications LLC) dated May 23, 2013 and numbered 130401 hereinafter "the Contract" to obtain certain vendor goods/services: Advertising Sales and Placement Services for the Hubway Bike Share System and

WHEREAS, Van Wagner Communications, LLC, by an amendment to its certificate of incorporation, dated November 20, 2014 has changed its corporate name to OUTFRONT Media VW Communications LLC, and the Vendor has provided documentary evidence of this change of corporate name attached hereto as **Exhibit 1**.

WHEREAS, The Chief Procurement Officer has determined that an amendment is necessary to fulfill the actual needs of the City, and is more economical and practical than awarding another contract: and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. To amend as follows:

To extend the contract on the same terms and conditions contained therein through

5/22/2016. The Completion Date shall be 5/22/2016. (Please note that 30B contracts cannot be amended for over 25% of the original contract price.)

2. All rights and obligations of the City and of the Vendor under the Contract are unaffected by the above-referenced change of corporate name of the Vendor. The Contract is hereby amended by substituting the name "OUTFRONT Media VW Communications LLC" for the name "Van Wagner Communications, LLC" as the Vendor wherever it appears in the Contract.

3. Authority. (not applicable to sole proprietorships). This Amendment has been duly executed and delivered on behalf of the Vendor by its EVP, General Counsel pursuant to and in full compliance with the authority granted in its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

4. Insurance. Concurrent with the execution of this Amendment, the Vendor shall deposit with the City new policies or certificates of insurance, in form and substance satisfactory to the City, for any additional insurance coverage required by this Amendment or existing insurance coverage about to expire.

5. Continuing Representations. Execution of this Amendment by the Vendor shall constitute an affirmation that the certifications, representations, and warranties contained in the Contract remain true and correct.

6. No Default. Execution of this Amendment by the Vendor shall constitute and affirm that either party is not in default of any certification, representation, warranty, covenant or other provision contained in the Contract and no event has occurred which, but for the lapse of time or service of notice, or both, would constitute a default


thereunder.


7. In all other respects Contract 130401 is ratified and confirmed, including the changes contained herein.

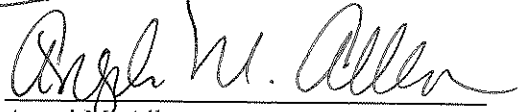
IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$ N/A, and that an unencumbered balance of \$ N/A is available for the first fiscal year of this contract. I further certify that a sum of \$ N/A is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

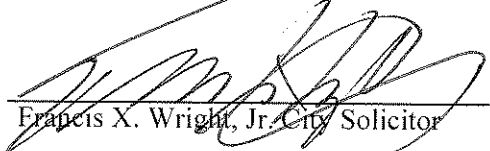

Edward Bean *Colleen Tan*
City Auditor
Deputy


Joseph A. Curtatone
Mayor


Angel M. Allen
Purchasing Director


Michael F. Glavin
Executive Director, OSPCD

APPROVED AS TO FORM:


Francis X. Wright, Jr. City Solicitor

VENDOR

OUTFRONT Media VW Communications LLC
(f/k/a Van Wagner Communications LLC)

X 
Signature of Authorized Agent of Vendor

Richard H. Sauer
Printed Name of Authorized Agent of Vendor

Executive Vice President, General Counsel
Title of Authorized Agent of Vendor

405 Lexington Ave
Street Address of Vendor

New York, NY 10174
City, State and Zip



Tax ID #

Dated: May 28, 2015

FOR CORPORATIONS ONLY:
I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

Clerk's Signature

Print or Type Clerk's Name

APPENDIX A
Certificate of Authority /
Certificate of Insurance /
Certificate of Good Standing



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of
OUTFRONT Media VW Communications LLC

(Complete Name of Limited Liability Company)


a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: Delaware

3. The LLC is managed by (check one) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
 - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
 - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
 - that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title
Richard Sauer	EVP, General Counsel for OUTFRONT Media LLC, its sole member

5. Signature: 
Printed Name: Richard Sauer
Printed Title: EVP, General Counsel for OUTFRONT Media LLC, its sole member
Date: 1/21/15



OUTFRONT Media Inc.

Effective: 06/01/2015 to 06/01/2016

Workers' Compensation Policy Numbers

State	Carrier/Company	Policy Number	Policy Term	WC ID
AOS	New Hampshire Ins. Co.	WC 021-94-2756	06/01/15 to 06/01/16	23841
FL	New Hampshire Ins. Co.	WC 021-94-2757	06/01/15 to 06/01/16	23841
CA	National Union Fire Ins. Co.	WC 021-94-2758	06/01/15 to 06/01/16	19445
MA, ND, OH, WA, WI, WY	Illinois National Ins. Co.	WC 021-94-2759	06/01/15 to 06/01/16	23817

EXHIBIT 1

State of New York
Department of State } **ss:**

I hereby certify, that VAN WAGNER COMMUNICATIONS, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 10/30/1997, and that the Limited Liability Company is existing so far as shown by the records of the Department.

A Certificate of Amendment VAN WAGNER COMMUNICATIONS, LLC, changing its name to OA VW LLC, was filed 10/01/2014.

A Certificate of Amendment OA VW LLC, changing its name to OUTFRONT MEDIA VW COMMUNICATIONS LLC, was filed 11/20/2014.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 27th day of January
two thousand and fifteen.*

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

FILING RECEIPT

=====

ENTITY NAME: OUTFRONT MEDIA VW COMMUNICATIONS LLC

DOCUMENT TYPE: AMENDMENT (DOM LLC)
NAME

COUNTY: NEWY

=====

FILED:11/20/2014 DURATION:***** CASH#:141120000263 FILM #:141120000249

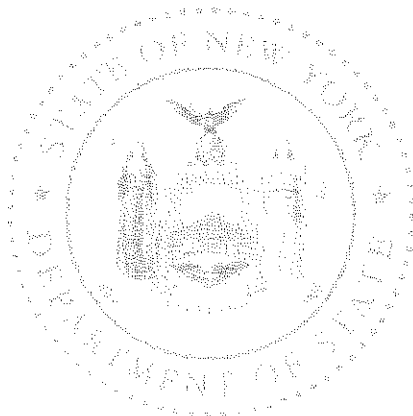
FILER:

LISA TANZI
405 LEXINGTON AVENUE

NY, NY 10174

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

FEES 220.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 150.00

PAYMENTS 220.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 220.00
 OPAL 0.00
 REFUND 0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on November 21, 2014.



Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

141120000 249

CSC 45
DRAW DOWN

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

OA VW LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

OA VW LLC

If the name of the limited liability company has been changed, the name under which it was organized is: Van Wagner Communications, LLC

SECOND: The date of filing of the articles of organization is: 10/30/97

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the limited liability company would read as follows: Paragraph *First* of the Articles of Organization relating to *the limited liability company name* is hereby amended to read as follows: *First: The name of the limited liability company is ... (new name) ...*)

Paragraph First of the Articles of Organization relating to

to the limited liability company name

is hereby amended to read as follows:

First: The name of the limited liability company is Outfront Media VW Communications LLC

249

X Lisa M. Tanzi
(Signature)
Lisa Tanzi

(Type or print name)

Capacity of signer (Check appropriate box):

- Member
- Manager
- Authorized Person

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

OA VW LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FILED
2014 NOV 20 AM 11:07

Filed by: Lisa Tanzi
(Name)
405 Lexington Avenue
(Mailing address)
NY NY 10174
(City, State and Zip code)

CSC 45
DRAW DOWN

CUST Ref # 354074 KXX

NOTE: This form was prepared by the New York State Department of State for filing a certificate of amendment of a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee made payable to the Department of State.

(For office use only.)

ice
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 20 2014
TAXS
BY: MSK
NOV 20 AM 10:00

263

60

Appendix E – Municipal Restrictions and Regulations on Advertising and Sponsorship

The following pages contain municipal restrictions and regulations on advertising and sponsorship for the Cities of Boston and Somerville, and the Town of Brookline.

City of Boston

Restrictions on Content. Any advertisement which is in violation of any law, false, misleading or deceptive, contrary to moral or ethical standards, or contrary to community standards is prohibited. The City of Boston prohibits tobacco advertising and alcohol advertising within a one hundred foot (100') radius around the entrances and exits of schools, places of worship, and parks. All other alcohol advertising shall be presumptively in contravention of moral, ethical and community standards, but may be permitted by the City of Boston (only by prior written approval) in any specific instance, in the exercise of rigid scrutiny and in the City of Boston's sole discretion.

Any type of advertising which is false and/or misleading, which promotes unlawful conduct or illegal goods, services or activities, or which is otherwise unlawful or obscene by objective community standards shall be prohibited. In this regard, any advertising which constitutes the public display of offensive sexual material is hereby deemed obscene, in contravention of moral, ethical and community standards shall be prohibited.

Town of Brookline

Town of Brookline (TOB) retains approval of the advertising text, image, or display prior to any installation, such approval to be at the discretion of the appropriate TOB Department Head, Board, or Official consistent with this Policy. Such approval shall be in addition to, and not in lieu of, any other permits, approvals or other required governmental authorizations.

Advertising Standards

(a) The content of any advertising on bike share stations shall be aligned with the Hubway brand and mission of providing sustainable, inclusive and active transportation for the greater Boston area with the constitute non-public forums that are subject to the viewpoint-neutral restrictions set forth below.

Prohibited Advertisements. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in TOB bike share stations or equipment. TOB shall not display or maintain any advertisement that falls within one or more of the following categories:

1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, TOB will determine whether a reasonably prudent person, knowledgeable of TOB and using prevailing community standards, would believe that the advertisement contains material that

ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.

2) Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, including depicting such products.

3) Alcoholic Beverages. The advertisement promotes the sale or use of alcohol or alcohol-related products, including depicting such products.

4) Profanity. The advertisement contains profane language.

5) Firearms. The advertisement contains an image of a firearm.

6) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.

7) Unlawful goods or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.

8) Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.

9) Obscenity or Nudity. The advertisement contains obscene material or images of nudity. For purposes of this Policy, the terms "obscene" and "nudity" shall have the meanings contained in M.G.L. c. 272 §31.

10) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of the Policy, the term "minor" shall have the meaning contained in M.G.L. c. 272 §31.

11) Political campaign speech. The advertisement contains political campaign speech. For purposes of the Policy, the term "political campaign speech" is speech that (1) refers to a specific ballot question, initiative petition, or referendum, or (2) refers to any candidate for public office.

12) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by TOB of any service, product, process, organization, or point of view, without prior written authorization of TOB.

13) False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.

14) Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or could subject TOB to litigation.

15) "Adult"- oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC- 17," adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

City of Somerville

CITY OF SOMERVILLE

EXECUTIVE POLICY ON ADVERTISING ON CITY PROPERTY

Policy No. ____

Adopted: _____, 2013

Distribution: All Departments

I. Purpose

The purpose of this policy (Policy) is for the City of Somerville to establish uniform, viewpoint-neutral standards under which commercial advertising will be permitted in city facilities or on city equipment or property.

In setting its advertising standards, the CITY seeks to fulfill the following goals and objectives:

- a. Encourage commercial advertising where appropriate, while maximizing revenue therefore;
- b. Maintaining the safe and orderly operation of the CITY including a safe and welcoming environment for all persons; and
- c. Avoiding the identification of the CITY with advertisements or the viewpoints of the advertisers.

II. Application

The CITY, acting by and through its Mayor, reserves the right, from time to time, to suspend, modify, or revoke the application of any or all of this Policy as it deems necessary to comply with legal requirements or to fulfill the goals and objectives referred to herein. All the provisions of this Policy shall be deemed severable.

III. Authorized City Property

Advertising is generally prohibited in city facilities or on city property except for the following:

- (a) Bike Share System (including bike equipment, station panels and kiosks);
- (b) Ice Skating Rinks (interior surfaces and signage);
- (c) Dilboy Field (scoreboard and signage);
- (d) Trum Field (scoreboard and signage);
- (e) City Website (limited to designated site pages).

The display of advertising on any authorized CITY property is subject to this Policy and all applicable federal, state, and local laws, ordinances, and regulations.

IV. Disclaimer

All advertisements on CITY property, or as authorized under any CITY contract, shall include the following language: "The views expressed in this advertisement do not necessarily reflect the views of the City of Somerville. This advertisement does not constitute an endorsement by the City of Somerville."

V. City of Somerville Advertisements and Notices

The CITY has the unqualified right to display, on or in its facilities and properties, advertisements and notices that pertain to CITY functions, events, notices, or similar public purposes, consistent with the provisions of its agreement with any contractor.

VI. Conditions for Approval

Commercial advertising will be permitted under the following conditions:

- (a) A fee or other valuable consideration must be paid to the CITY.
- (b) Advertising is placed in an approved area or areas.
- (c) A signed agreement exists between the CITY and/or its contractor and the advertiser, which includes this Policy as an attachment and requires the following: (1) the contractor must comply with the advertising standards set forth in this Policy, as amended; (2) the contractor must display only those advertisements that are in compliance with this Policy; (3) the contractor must promptly remove any advertisements that are in violation of this policy upon written demand by the CITY; and (4) the contractor expressly agrees that any advertisement does not constitute an endorsement, recommendation or favoring of any product, service, process or organization by the City of Somerville. Any product or service referenced is the sole responsibility of the contractor and the City of Somerville makes no warranty and assumes no liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed.
- (d) The CITY retains approval of the advertising text, image, or display prior to any installation, such approval to be at the discretion of the appropriate CITY Department Head, Board, or

Official consistent with this Policy. Such approval shall be in addition to, and not in lieu of, any other permits, approvals or other required governmental authorizations.

VII. Advertising Standards

(a) Advertising on CITY property shall constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below.

(b) Prohibited Advertisements. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in CITY facilities or properties. The CITY shall not display or maintain any advertisement that falls within one or more of the following categories:

1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, the CITY will determine whether a reasonably prudent person, knowledgeable of the CITY and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.

2) Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, including depicting such products.

3) Alcoholic Beverages. The advertisement promotes the sale or use of alcohol or alcohol related products, including depicting such products.

4) Profanity. The advertisement contains profane language.

5) Firearms. The advertisement contains an image of a firearm.

6) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.

7) Unlawful goods or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.

8) Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.

9) Obscenity or Nudity. The advertisement contains obscene material or images of nudity. For purposes of this Policy, the terms "obscene" and "nudity" shall have the meanings contained in M.G.L. c. 272 §31.

10) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex. For purposes of the Policy, the term “minor” shall have the meaning contained in M.G.L. c. 272 §31.

11) Political campaign speech. The advertisement contains political campaign speech. For purposes of the Policy, the term “political campaign speech” is speech that (1) refers to a specific ballot question, initiative petition, or referendum, or (2) refers to any candidate for public office.

12) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the CITY of any service, product, process, organization, or point of view, without prior written authorization of the CITY.

13) False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.

14) Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject the CITY to litigation.

15) “Adult”- oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or ‘NC- 17,” adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

(c) Additional Advertising Standards for Certain City Facilities, Equipment or Properties

Reserved for future use.

Appendix F –Living Wage Ordinances

The following unnumbered pages contain the Living Wage ordinances for the Cities of Boston, Cambridge, and Somerville, and the Town of Brookline.



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

NOTICE TO VENDORS

Requirements Of The Boston Jobs And Living Wage Ordinance

All City of Boston Departments awarding Service Contracts must provide vendors responding to Invitation for Bids (IFB), Request for Proposals (RFP) and Unadvertised Contracts with a copy of this Notice.

- 1. COVERED VENDOR:** Any for-profit or not-for-profit employer who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance. FTE is defined in the Ordinance as a formula to calculate the number of employee work hours which equal one full-time position. For the purposes of this Ordinance, full time shall mean the standard number of working hours, between 35 hours and 40 hours per week that is used by the Covered Vendor to determine full-time employment.
- 2. COVERED SUBCONTRACTOR:** Any Subcontractor who is awarded a Subcontract of \$25,000 or more from a Covered Vendor and the Subcontract is paid from the funds of the City of Boston service contract, must comply with the provisions of the Boston Jobs and Living Wage Ordinance.
- 3. AFFIDAVIT AND AGREEMENT REQUIRED:** All vendors proceeding with IFBs, RFPs or Unadvertised Contracts for \$25,000 or more, must file a **VENDORS LIVING WAGE AFFIDAVIT**, (Form LW-8), and the **COVERED VENDORS LIVING WAGE AGREEMENT**, (Form LW-2) at the time a Covered Vendor is awarded a Service Contract or signs an unadvertised Service Contract with the City of Boston.
- 4. PAYMENT OF LIVING WAGE:** Covered Vendors subject to the Ordinance must pay the *Living Wage*, which is currently \$14.11 per hour to all employees who expend time on a Service Contract of a Covered Vendor or Covered Subcontractor. The *Living Wage* is subject to an annual adjustment and will increase to \$14.23 on July 1, 2016.
- 5. MAINTENANCE OF PAYROLL RECORDS:** Each Covered Vendor shall maintain payrolls for all Covered Employees and basic records relating thereto for a period of three years. The records shall contain the name and address of each employee, job title and classification, number of hours worked each day, gross wages, deductions made, actual wages paid, a copy of the social security returns, and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments, and such other data as may be required by the Living Wage Division from time to time.
- 6. EXAMINATION OF PAYROLL RECORDS:** Each Covered Vendor shall permit the Living Wage Administrator or his/her designee to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated.

- 7. COVERED EMPLOYEE FACT SHEET (FORM LW-4) AND POSTER:** All Covered Vendors shall provide each Covered Employee with a *Covered Employee Living Wage Fact Sheet (Form LW-4)* containing information about the Ordinance. In addition, all Covered Vendors shall hang a poster containing information about the Ordinance in a conspicuous location visible to all employees. The Living Wage Administrator shall provide the fact sheet and poster to Covered Vendors.
- 8. QUARTERLY AND BIENNIAL REPORTS (FORMS LW-9, LW-9A):** Covered Vendors shall provide Quarterly or Biennial reports to the Living Wage Administrator of their employment activities. Not-for-profit vendors with 50 or more FTEs and all for-profit vendors shall be required to provide such reports quarterly. Not-for-profit vendors with less than 50 FTEs shall be required to provide such reports biennially.
- 9. IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$54,000 per year **may** be eligible for certain federal and/or state tax credits called the **EARNED INCOME CREDIT**. Your payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms, (Federal Form W5), information and instructions in the event any of your employees requests assistance in this matter.
- 10. PENALTIES AND REMEDIES:** In the event the Director of the Living Wage Division determines, after notice and hearing, that any Covered Vendor has failed to pay the Living Wage or has otherwise violated the provisions of the Ordinance, the Director may order any or all of the following penalties and relief:

 - Fines in the amount of \$300 for each Covered Employee for each day that the Covered Vendor is in violation of this Ordinance;
 - The filing of a complaint with the pertinent State or Federal agency;
 - Wage restitution for each affected employee;
 - Suspension of ongoing contracts and subcontract payments; and
 - Ineligibility for future Contracts with the City for three years or until all penalties and restitution have been paid in full.
 - Any other action deemed appropriate and within the discretion and authority of the city.
 - None of the above remedies is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under the Ordinance in a court of law. The Ordinance shall not be construed to limit an employee's right to initiate a court action for wrongful termination.
- 11. FIRST SOURCE HIRING AGREEMENT (FORM LW-10):** All Covered Vendors and Covered Subcontractors who are awarded a contract shall sign a First Source Hiring Agreement (Form LW-10) with one or more Referral Agencies or One Stop Career Centers.
- 12. DESIGNATED DEPARTMENT:** For the purposes of the Ordinance, The Living Wage Division of the Office of Workforce Development is the City's Designated Department responsible for overall implementation, compliance and enforcement. The *Contracting Department* is the agency awarding the service contract. The Living Wage Division is located at 43 Hawkins Street, Boston, MA 02114, telephone: (617) 918-5236 or fax: (617) 918-5299. Any questions concerning the Ordinance, Regulations, or the current *Living Wage* amount, should be referred to the Living Wage Division.
- 13. REGULATIONS:** The Jobs and Living Wage Regulations are available during normal business hours at the Office of the Living Wage Division.

ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

2.121.010 Title and Purpose

2.121.020 Definitions

2.121.030 Living Wage

2.121.040 Waivers and Exceptions

2.121.050 Notification Requirements

2.121.060 Duties of covered Employers

2.121.070 Community Advisory Board

2.121.080 Enforcement

2.121.090 Severability

2.121.100 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate

department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of City owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.C. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) Covered Employer" means the City of Cambridge or a Beneficiary of Assistance, but does not include a Covered Building Services Employer.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person, other than a Covered Building Service Employee, employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) “Service Contract” means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service contract” for the purposes of this definition.

(i) “Service Subcontract” means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service subcontract” for the purposes of this definition.

(j) “Covered Building Service Employee” means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) “Building Services” or “Building Service Work” means work performed in connection with the cleaning of buildings and security guard services.

(l) “Covered Building Service Contract” means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) “Covered Building Service Contractor” or “Covered Building Service Employer” means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) “Standard Compensation” has the meaning stated in Section 2.121.040.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 “Standard Compensation”

(a) Applicability. Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) Standard Compensation shall include the standard hourly rate of pay for the relevant classification.

(c) Amount. (i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire

required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) "Standard Benefits for security guards" shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, "benefits" shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(b) General Waivers. Waivers may be granted where application of this Chapter to

a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not- for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any

Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board

review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the

City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) **Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) **Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements;
and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.060 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.

Covered employers and Covered Building Service Employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

- (1) notice of the Living Wage amount and notice of the Standard Compensation amount;
- (2) a summary of the provisions of this ordinance;
- (3) a description of the enforcement provisions of the ordinance;
- (4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, or a Covered Building Service Contract, the contract must include the following:

- (1) the name of the program or project under which the contract or subcontract is being awarded;
- (2) a local contact name, address, and phone number for the Beneficiary;
- (3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees and Covered Building Service Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and

classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d)(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.090 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply

with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An

employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department.

Statements

written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation

of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein.

2.121.100 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.110 Effective Date.

This law shall be effective sixty (60) after final passage.

In City Council December 21, 2015.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61%. Therefore the new living wage, as of March 1, 2015 is \$14.95.

For calendar year 2015 the CPI-U increased by .06%. Therefore the new living wage, as of March 1, 2016 is \$15.04.



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of “Living Wage”: For this contract or subcontract, as of 7/1/2016 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.31 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: _____

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2016 is \$12.31 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.8

LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the “Living Wage By-Law.”

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline (“town”) shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the “living wage” and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town’s general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) and (d) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings. These fact sheets and posters shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town’s Human Resources By-Law (Section 3.15.11) or, if a School Department employee, a complaint with the Assistant Superintendent of Schools for Personnel; notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5

EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) volunteers and all persons appointed or elected to town committees;
- (g) elected officers of the town.

SECTION 4.8.6

APPLICATION/ENFORCEMENT/REMEDIES

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage, shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen.

Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7

SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.

Appendix G – Municipal Expansion Maps and Plans

The following unnumbered pages contain municipal bike share expansion maps and plans for Cities of Boston, Cambridge, and Somerville, and the Town of Brookline. Please note that the following are intended to be used for illustrative purposes.

Addendum: Boston Bike Share Long-Range Plan

The Boston Bike Share Long-Range Plan is a planning study currently underway that outlines the growth and development of Hubway within Boston over the next five years. The study includes: strategic goals and objectives for Hubway, a detailed market analysis to identify the program's opportunities and challenges, a scenario planning exercise to identify growth constraints, financial and ridership forecasts, and a five-year expansion plan. The following addendum outlines key findings of the Long-Range Plan in order to provide RFP respondents insight into the City's intentions for Hubway over the next contracting period.

GOALS AND OBJECTIVES

To guide the planning process, a strategic vision was developed for Boston's bike share program that includes goals and objectives. Goals are clear statements of purpose, each with its own function that drives an end result. Connected to each goal are a set of objectives: specific, measurable statements of how well the program achieves the related goal. The strategic vision is designed to reflect public policy motivations behind Hubway and existing planning and visioning initiatives, including Go Boston 2030.

Goal One: Financial Sustainability

Boston's bike share program should be operated in a financially sustainable manner that allows for continued expansion

- Guide future station placement that expands the system while still maintaining a high cost recovery.
- Control capital and operating costs and ensure the City has competitive access to bike share services and capital equipment.
- Plan for future maintenance and state-of-good-repair needs.
- Demonstrate that Hubway is a sound financial investment for both new and existing sponsors, advertising firms, and grant-makers.

Goal Two: Mobility & Accessibility

Expand Hubway to increase access to transit, jobs, and services within the City of Boston.

- Increase capacity of the street network by facilitating more short trips by bicycle.
- Integrate bike share into Boston's transit system to expand the share of households with access to high-capacity transit.
- Ensure the system is convenient, reliable, and easy to use.
- Expand access to bike share for residents and workers, particularly in low-income neighborhoods and communities of color.

Goal Three: Public Policy

Utilize Hubway as a tool to achieve wider public policy objectives in the City of Boston

- Support and strengthen the local economy by improving access to Boston's job centers, major institutions, and neighborhood commercial districts through bike share.
- Promote bike share as an appealing way for visitors to get around Boston.
- Utilize Hubway to improve access to public facilities and services, such as parks and community health centers.
- Support Boston's public health and climate goals through active, environmentally-sustainable transportation provided by a robust bike share system.

MARKET STUDY AND SCENARIO ANALYSIS

In order to develop a plan for growing the system over the next five years, a market study and scenario analysis were conducted to better understand the key needs of the system today and the ridership and financial implications of various system growth strategies. The market study identified three key typologies of stations that have their own distinct ridership characteristics and assigned these typologies to different geographic areas in Boston:

Typology 1: High-Revenue Market, is concentrated in the Central Business District, stretching from the North End, through the Boston Common, and Back Bay. This area includes Boston's top tourist attractions, major green spaces, and retail destinations. There are a few additional areas that fall into this typology such as Bunker Hill, South Boston waterfront parks, and the areas around the Boston Convention and Expo Center. Typology One is characterized by a high ridership and a large percentage of casual users, i.e. riders using a 24-hour or 72-hour pass.

Typology 2: High-Ridership Market is concentrated within Boston's central neighborhoods. High-ridership areas, defined as having many starting and/or ending trips by system members, include areas with a high concentration of office jobs or commuter traffic such as the Financial District, South Station, the Seaport District, Fenway and around Boston Landing in Brighton. High ridership markets also include dense residential neighborhoods like portions of Allston, Jamaica Plain, and South Boston. Typology 2 is home to most of Boston's large institutions and universities.

In terms of land area, the majority of Boston falls into **Typology 3: Neighborhood Access**. These are areas where bike share usage will be determined by a number of factors including land use types, topography, population density, demographics, and fewer major destinations. The City is committed to provide bike share in Neighborhood Access areas, but expects lower cost recovery on stations in these areas.

Once these typologies were defined, three growth scenarios were tested to show different growth outcomes. The results of scenario analysis allowed the City to determine the system size and allocation of stations between typologies that best met the program's strategic goals while preserving the financial sustainability of the Hubway program.

PROPOSED SYSTEM

The expansion plan calls for the system in Boston to grow from 131 stations (total expected at the end of the FY16/FY17 season) to 268 stations, for a total growth of 137 new stations between fiscal year (FY) 2018 and 2022. **Table 1** lists the breakdown of stations and docks by typology. The plan assumes an average expansion station size of 15-docks, although some of the proposed growth could be accomplished through expanding existing stations. While the phasing may change based on funding, Boston hopes to install at least 75 percent of the proposed expansion by the end of FY2020.

Table 1: Number of Proposed Stations and Docks by Typology (FY18-FY22)

Typology	Existing Stations (FY17)	Existing Docks (FY17)	Planned Stations	Planned Docks	Station Total (FY22)	Dock Total (FY22)
Typology 1: Revenue Areas	21	400	23	345	44	745
Typology 2: Ridership Area	72	1251	83	1245	155	2496
Typology 3: Neighborhood Access Areas	38	555	31	465	69	1010
Total	131	2206	137	2055	268	4261

By FY2022 the density of stations within neighborhoods served by bike share will increase from four stations per square mile to just over seven stations per square mile. This increase in density will be even more significant in the commuter core, defined as the neighborhoods of Downtown, West End, Beacon Hill, Back Bay, Longwood Medical Area, and Mission Hill; within this area the density will rise from 12 stations per square mile to 21 stations per square mile. This higher density of stations is expected to produce a stronger network effect for the system, providing riders a greater number of options within each bicycle ride. Increased station density will also help reduce capacity constraints in the core as riders will have multiple alternative stations within a quarter mile if their destination location is full or empty.

Figure 1 shows the expansion proposed between FY2018 and FY2022 and depicts general station locations to be placed within a 1/8 square mile radius area. Final site selection will vary based on site constraints and the availability of space to install a station. This figure is intended to guide expansion, but does not necessarily represent the actual system expansion. Some station locations may not be installed as indicated.

SUMMARY

The Boston Bike Share Long-Range Plan outlines a vision for expanding Hubway to approximately 267 stations over the next five years. This more than doubling of the system size will ensure that Hubway is available for a wider swath of residents, while greater station density will help enhance the reliability of the system and availability of bicycles.

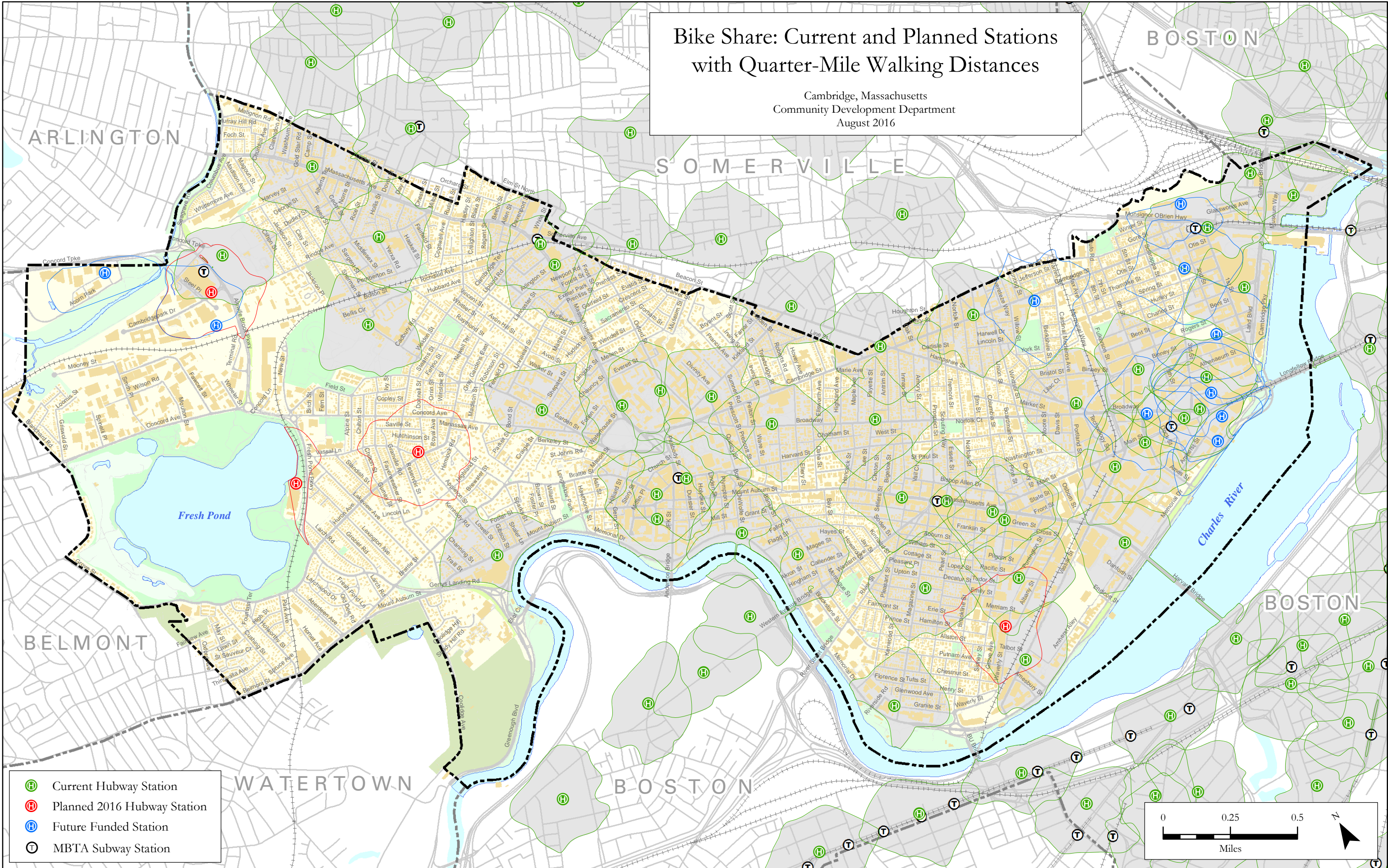
While the proposed plan calls for a doubling in Boston's system size, this expansion will only put Hubway's size in line with its peers. Other American cities have successfully illustrated the potential for larger and/or denser bike share programs: Washington D.C.'s Capital Bikeshare already has approximately 250 stations within a city of nearly the same area and population as Boston; San Francisco's Bay Area Bike Share is expanding to have more stations than Boston has today citywide in an area not much larger than Downtown and Bay Bay combined; and Minneapolis's Nice Ride bike share program has over 170 stations in a city that has fewer people and a lower development density than Boston.

Bike share in Boston is not likely to be constrained by demand but by funding availability. The system depends on sponsors, institutional partners, advertising revenue, and grant funding to support system expansion and ongoing operations. While the plan is intended as a blueprint for realistic growth over the next five years, ultimately the system size will be dictated by the availability of capital funding from partners.

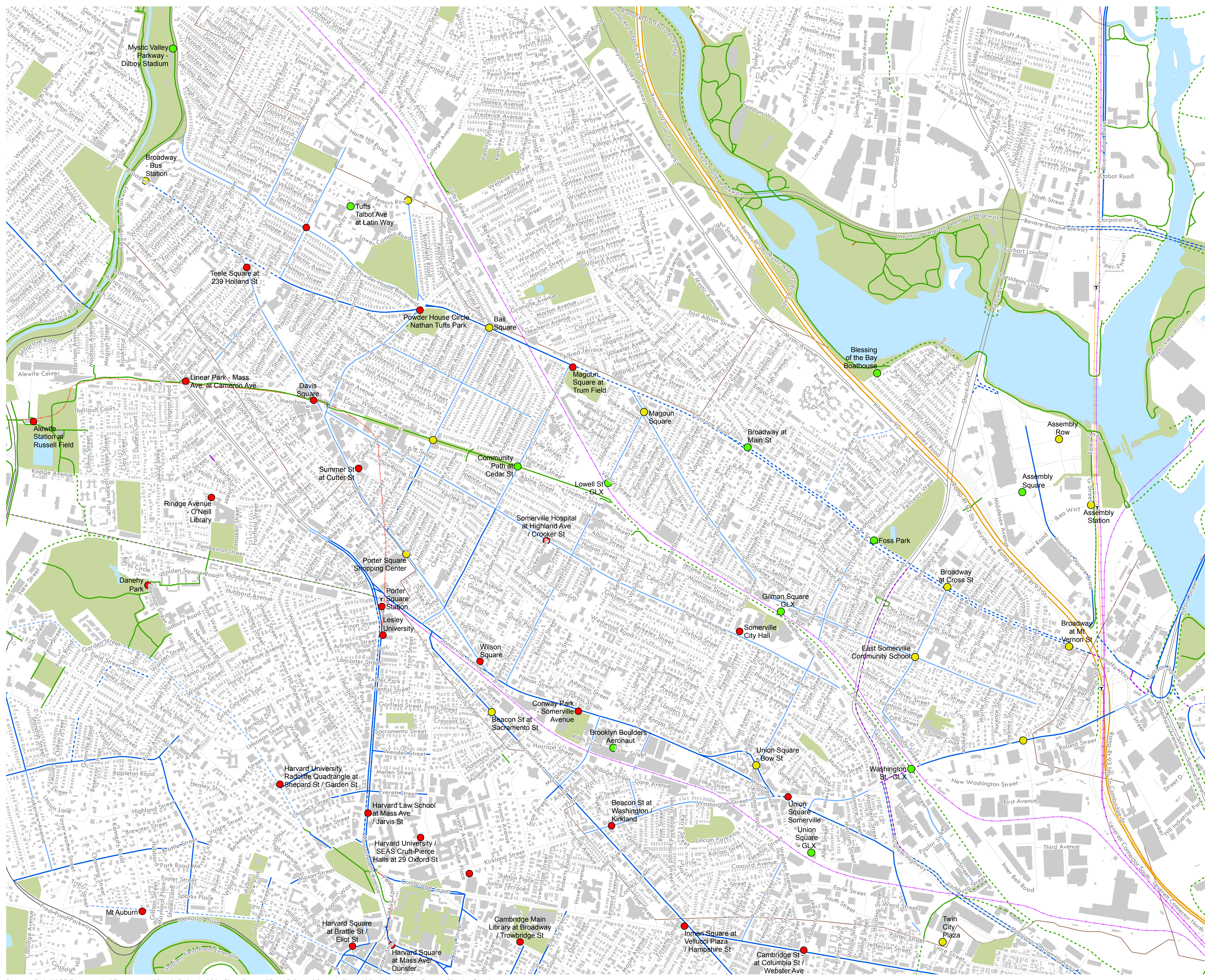
Operation of the system has been, and will continue to be, dependent largely on user revenue. This constraint means that as Hubway grows, the City of Boston must carefully balance the need to expand into new parts of the city with adding capacity in parts of the system that will generate more user revenues per dock. The Long-Range Plan works to accomplish this by creating a formal policy on the ratio of new stations in high demand areas to stations in lower demand neighborhoods. The system plan proposed here is forecasted to achieve a cost recovery ratio of at least 90 percent. As the City pursues additional expansion in outlying neighborhoods of Boston, the lower cost recovery ratio will need to be supported by additional operating funding.

Bike Share: Current and Planned Stations with Quarter-Mile Walking Distances

Cambridge, Massachusetts
Community Development Department
August 2016



Somerville HUBWAY Buildout Scenario



Hubway Stations

- Existing
- Phase 1
- Phase 2
- ⊕ 1/4 Mile Walkshed

Bicycle Facilities

- Bike Lane, Envisioned
- Bike Lane, Existing
- Cycle Track, Envisioned
- Cycle Track, Existing
- Marked Shared-Lane, Envisioned
- Marked Shared-Lane, Existing
- Shared-Use Path, Envisioned
- Shared-Use Path, Existing
- Shared-Use Path, Unimproved
- Shared-Use Path, Construction

Somerville - 26 new stations

Phase 1 - 14 stations

Phase 2 - 12 stations



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

Produced by:
Metropolitan Area Planning Council
60 Temple Place, Boston, MA 02111 | (617) 933-0700

Data Sources:
Metropolitan Area Planning Council (MAPC)
Massachusetts Geographic Information System (MassGIS)
Massachusetts Department of Transportation (MassDOT)

April, 2016



Brookline HUBWAY

Buildout Scenario

Hubway Stations

- Existing
- Phase 1
- Phase 2
- + 1/4 Mile Walkshed

Bicycle Facilities

- - - Bike Lane, Envisioned
- Bike Lane, Existing
- · - Bike Lane, Under Construction / In D
- - - Cycle Track, Envisioned
- Cycle Track, Existing
- · - Marked Shared-Lane, Envisioned
- Marked Shared-Lane, Existing
- · - Shared-Use Path, Envisioned
- Shared-Use Path, Existing
- · - Shared-Use Path, Construction
- · - Sing posted route, Envisioned

Brookline - 15 new stations

Phase 1 - 7 stations

Phase 2 - 8 stations



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

Produced by:
Metropolitan Area Planning Council
60 Temple Place, Boston, MA 02111 | (617) 933-0700

Data Sources:
Metropolitan Area Planning Council (MAPC)
Massachusetts Geographic Information System (MassGIS)
Massachusetts Department of Transportation (MassDOT)

April, 2016



Appendix H – Technical Specifications of Current Bike Share System

This section provides an overview of the technical specifications of the equipment currently used in each PM. Any additional equipment shall meet or exceed these specifications as identified in Section 5.6, while remaining interoperable with the existing equipment.

Bikes

Bikes are designed to be rust, salt-, sand-, and weather-resistant to accommodate high-impact, outdoor, four-season use by adults. The frames and components are also designed to be theft-, tamper-, scratch-, and graffiti-resistant. Key components include:

- Theft-proof locking mechanism
- One-size, step-through frame design with upright riding position to fit majority of adult population with seat-only adjustment
- Front and rear dynamo lights activated by pedaling
- Reflectors
- Light, strong, durable aluminum frame
- One piece handlebar to cover and protect all components
- Cables and derailleur covered for protection
- Chain guard integrated into the bicycle structure
- Front and rear internal brakes
- Open style front rack that can hold up to 20 pounds and fasten items securely
- Waterproof saddle and seat post that cannot be removed. Seat post is marked with a numbered scale.
- An RFID tag which doubles as anti-theft mechanism
- 3 speed- internal gearing
- Durable and audible bell
- 36 spoke wheels
- Rugged, heavy duty, puncture-resistant tires with reflector band on each side.
- Front and rear fenders

- Kickstand
- Individual numbering of bikes to identify ownership
- Add-on secondary locking mechanism

Stations

Stations and components are modular, portable and designed to fit neatly into urban settings, including historical districts. A station is composed of a technical platform on which docking points and a terminal are mounted. Because of the modularity of the system, each station can easily be expanded to meet demand. No excavation is needed for installation.

Station components are broken down into:

- Technical Platforms

The technical platform is the physical support onto which docking points and terminals are mounted. It is the base and hub for all electronic communications between a docking point and the terminal. The same base is used to mount the terminal or docking points. Its “Drop and Go” design makes the station completely portable and expandable. As many as 250 bicycles may be parked at a single station; in practice, most stations in metro-Boston hold around 15 bicycles. These platforms are uniform modules, which enable “plug and play” expansion of the system and make them easy to install, maintain, relocate, and remove. Additionally, they do not require construction, excavation or site preparation and no damage is done to the area pavement under the station.

- Station Power Sources

Each station is fully autonomous and relies entirely on solar power and wireless communications, eliminating dependence on telecom cabling and electrical grid connectivity. Station-wide electrical requirements are powered by a constant energy supply from two batteries. The charge from the solar panels is controlled by a proprietary internal power controller board (power hub). This ensures that power failures across the grid do not impact the system and do not compromise the continuity of operations. Per station installation can take as little as one hour, once all components are on site.

- Wireless Terminals

Terminal where all communications are linked between the bicycles, the docking points and the PBSC or 8D control center. It is also the place where non-subscribers and occasional users such as tourists can secure a day or week pass for immediate use of the bicycles. The terminal includes a communication device, credit card processing, multi-function user interface and more.

- Docking Points

Docking points are the modules where bicycles are parked and locked when not in use. They are also the point where subscribers can check in and out a bicycle by inserting a key in the reader. This feature allows multiple users to pick up and return bicycles concurrently without delays or standing in line at the terminal. Docking point features include:

- Uniform “plug and play” modules that enable an easy fit into the technical platform;
- Corrosion resistant aluminum;
- Easy to remove, replace and repair;
- Virtually no downtime;
- Simple and easy to use interface;
- Front-end protector that also serves as an anti-theft mechanism; and
- Breakdowns may be reported directly from the docking points.

Keys

System keys are RFID-embedded and allow registered users to bypass the terminal and go directly to a docking point and choose a bike. To check bikes out, members simply insert the key into the docking point of their choosing.

Backend

The backend provides on the ground operators and program administrators with a complete suite of tools for real-time management of the system in order to facilitate maintenance, repair and redistribution. The system allows the aforementioned individuals to check at all times the critical conditions such as:

- Number of stations, docking points, and bicycles available in real time at any location or time
- The functional status of any bicycle, wherein users may notify the system of bicycle malfunctions upon returning a bicycle to the station. This in turn triggers a response from the control center and a real time work order to the ground maintenance crew.
- The real time status of key station components such as the communications devices, solar panels and electronics
- Traffic and usage patterns of stations and bicycles
- The real time priority redeployment needs of bicycle hubs and bicycles at any station
- Real-time locating of any bicycle at any station in the network
- Other useful usage data that the system generates including:

- Bicycle miles travelled
- Number of trips and their duration
- Number of users of each type (e.g., annual member, 24-hour pass holder)
- Number of rentals per member per day, week or month
- Average number of miles biked per user
- Percentage of additional time granted when the station is full
- Number of bikes in service per day and month
- Average repair time for bicycles needing repair
- Percentage of up time
- Time to respond to requests for stations
- Number of bicycle stations used per day
- Number of repeated calls to report problems on the most needed spare parts

Appendix I – System Sponsors and Donors

City of Boston

- Barr Foundation
- Beth Israel Deaconess Medical Center
- Boston College
- Boston Global Investors
- Boston Properties
- Brigham and Women's
- Children's Hospital
- Colleges of the Fenway
- East Boston Neighborhood Health Center
- Gerding Edlen
- Ink Block
- Landmark - Samuels
- Northeastern University
- Procter and Gamble
- Saracen Properties
- Seaport Hotel
- State Street
- Tishman Speyer
- Trinity Financial
- UMass Boston
- Watermark Seaport
- Wentworth Institute of Technology
- New Balance (title)

Town of Brookline

- Partner's Healthcare
- Boston Children's Hospital
- New Balance (title)

City of Cambridge

- Harvard University
- Massachusetts Institute of Technology
- BioGen
- BioMed Realty
- Cambridgeside Galleria
- EF Education First
- Google

City of Somerville

- New Balance (title)

Appendix J: City of Cambridge Snow Removal Ordinance

12.16.110 - Sidewalks—Snow and ice removal.

A. Removal of Snow from Sidewalks. The owner or occupant of private property bordering on a street where there is a sidewalk or footway shall, within twelve hours after snow ceases to fall in the daytime and before one p.m. after a fall of snow during the night, cause all snow that may be on such sidewalk or footway to be removed therefrom. In the event of an unusually heavy snowfall, the time limit shall be extended at the discretion of the Commissioner of Public Works. The provisions of this section shall apply to snow which falls from buildings as well as to that which falls from the clouds.

B. Removal of Ice from Sidewalks. The owner or occupant of private property bordering on a street where there is a sidewalk or footway any portion of which is encumbered by ice shall within six hours after the sidewalk or footway becomes encumbered with ice cause such sidewalk or footway to be made safe and convenient by removing the ice there from, or by keeping the same covered with sand or some other suitable substance.

RFP #MAPC 2016 Bike Share

Addendum #1

Issued: Friday, August 19, 2016

Respondents are reminded that MAPC and the Evaluation Committee may request additional clarifying information from a Respondent during the evaluation process. Respondents should be prepared to make themselves available to the Evaluation Committee and selected staff, in person or via teleconference during the week of Sep 26, 2016.

RFP #MAPC 2016 Bike Share

Addendum #2

Issued: Thu, Sep 1, 2016

MAPC recently received a public records request for Hubway monthly reports. Since we will be providing them as part of our response to that request, MAPC is making that information available to all potential respondents at the Bike Share RFP ShareFile link <https://mapc-org.sharefile.com/d-s8ffeaa23d074745b>.

Questions and Responses:

Q1. Do you answer questions on a rolling basis, or do we have to wait until the due date for responses to questions?

Response:

MAPC will answer questions as promptly as possible as they are received.

Q2. Section 5.3.6 requires that the Successful Respondent "honor the existing advertising contracts" for the cities of Boston and Somerville. Does this mean that the Successful Respondent will not participate in any revenue sharing or operation of ad panels on equipment it owns? Can the successful respondent receive revenue on incremental stations that are added under this procurement?

Response:

Whether the Successful Respondent will participate in revenue sharing and operation of advertising panels on equipment it owns will be at the discretion of the PMs that choose to pursue the Successful-Respondent Ownership Model (see Section 5.7.1). It should be noted that it is expected that the majority of the system will continued to be owned by the PMs in the future. However, this RFP does ask Respondents to provide information regarding this alternative model described in Section 5.7.1 should a PM choose to pursue this option. Additionally, while there is some interplay between advertising and sponsorships, ultimate assets in the sponsorship package will be decided by the HAC as a whole, as they apply to the whole system.

Q3. Can we have a copy of the contract with Outfront referenced in the letter in Exhibit D? This will help us understand what restrictions we have in terms of sponsorship assets for sale.

Response:

The City of Boston's contract with Outfront is attached.

Q4. The Somerville contract with Outfront looks like it expired on 5/22/16. Has this been renewed?

Response:

Yes, the City of Somerville's new contract with Outfront commenced on 5/23/16, and will end on 4/20/17. MAPC will provide a copy in a future addendum.

Q5. Do you answer questions on a rolling basis, or do we have to wait until the due date for responses to questions?

Response:

MAPC will answer questions as promptly as possible as they are received.



BOSTON
TRANSPORTATION
DEPARTMENT

ONE CITY HALL SQUARE • ROOM 721
BOSTON, MASSACHUSETTS 02201
617-635-4680 • FAX 617-635-4295

FOR LAW DEPARTMENT APPROVAL

April 2, 2013

The Honorable Thomas M. Menino
Mayor of the City of Boston
Boston City Hall
City Hall Plaza

APPROVED
Thomas M. Menino
Mayor of Boston

By: *Thomas M. Menino*
4/8/13

Dear Mayor Menino,

I respectfully request your Honor's permission to award a contract to Van Wagner Communications, LLC, a New York Limited Liability Company with offices at 800 Third Avenue, New York, NY 1002, to advertise at bike share stations in the City of Boston. This contract is a revenue contract and is procured under the provisions of M.G.L. Chapter 30B, Section 5.

In response to a public advertisement which appeared in the Goods and Services Bulletin and the City Record on February 11 and February 18, 2013, one proposal was submitted from the following firm:

Van Wagner Communications, LLC:	\$1,525,000.00
800 Third Avenue	
New York, NY 10022	

After reviewing the bid, I have determined that Van Wagner Communications, LLC is uniquely qualified to perform these services because it has demonstrated that it has the solid experience and expertise required for the work while providing the City of Boston with the most revenue.

I have determined that the bid submitted by Van Wagner Communications is the highest bid from a responsible and responsive bidder. Compensation to the City of Boston will be a fixed fee of One Million Five Hundred Twenty-Five Thousand Dollars (**\$1,525,000.00**) (the "Fixed Fee"), as well as percentage fees of fifty percent (50%) of all revenue collected in excess of two times the Fixed Fee. The term of this contact shall be for approximately seven years, eight months, commencing on or about April 1, 2013 and ending December 31, 2020. The vendor's advertising rights and obligations under the contract will commence immediately following the termination of the City's existing contract with its bike share station advertising vendor, which terminates on or about April 22, 2014.

Very truly yours,

Thomas J. Tinlin
Thomas J. Tinlin,
Commissioner

THOMAS M. MENINO, Mayor
Thomas J. Tinlin, Commissioner




BID OPENING CERTIFICATION FORM

Date of Public Bid Opening: 3/1/13

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Van Wagner Communications	\$1,525,000

This List is a complete and accurate list of bids opened in the presence of the below-named witness:

WITNESS



Signed Under Penalties of Perjury:



Procurement Officer or Designee

THIS CERTIFICATION MUST BE FILED WITH THE ORIGINAL CONTRACT

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

~~2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.~~

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refund services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

Approved as to form by Corporation Counsel June 2012

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. CORI checks are not performed on any Applicants.
2. CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

Richard M. Schaps

(Typed or printed name of person signing quotation, bid or proposal)



Signature

Van Wagner Communications, LLC

(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A

Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors

who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.

CITY OF BOSTON
SMALL AND LOCAL BUSINESS ENTERPRISE OFFICE
CONTRACTOR INFORMATION FORM

(To be submitted only by the apparent lowest responsible, responsive bidder.)

The City of Boston is subject to City of Boston Code, Chapter IV, Section 4.4, which established the City of Boston Minority and Women Business Enterprise Initiative and implemented an Affirmative Marketing Policy. As part of this program, the City's Small and Local Business Enterprise Office collects data regarding Minority and Women Business Enterprise (MWBE) participation in City Department contracts. An MWBE is defined as a business certified by the Small and Local Business Enterprise Office as a bona fide minority or women business.

In conformity with the provisions of Chapter IV, Section 4.4, Prime Contractors are required to complete this form in its entirety. As set forth below, Prime contractors must identify any and all subcontractors, including MWBEs participating in the project.

The data collected is for informational purposes only and will not to be used in a discriminatory manner. **These affidavits must be completed and forwarded to the City of Boston Small and Local Business Enterprise Office, Boston City Hall, Room 717, Boston, Massachusetts 02201, immediately upon notification of being low bidder,** and included with contract documents if known at time of award. If a subcontractor relationship is determined after the award of the contract the Prime Contractor is required to file the affidavit to the Small and Local Business Enterprise Office as soon as each subcontractor is known. **Failure to provide accurate and complete information may constitute a breach of the contract.**

NAME OF PRIME CONTRACTOR: Van Wagner Communications, LLC
PROJECT NAME: Advertising Sales and Placement Services for Bike Share System
PROJECT ID NUMBER: _____ CONTRACT NUMBER: _____ BID AMOUNT: \$1,525,000
SUBCONTRACTOR NAME: Boston Building Wraps
ADDRESS: 257 Porter Street, Melrose, MA 02176
TELEPHONE NUMBER: 781-589-1847 DOLLAR VALUE: Approx. \$26,000
PERCENTAGE OF WORK TO BE COMPLETED BY SUBCONTRACTOR: Approx. 2%
WORK DESCRIPTION: Installation and removal of advertising on the
Station Panels
ESTIMATED START DATE: April 22, 2014 ESTIMATED COMPLETION DATE: December 31, 2020
TAXPAYER ID NUMBER: 13-3984032 FUNDING SOURCE: revenue contract
(T.I.N.) (Federal/State/Local)

IF M/WBE CATEGORY (circle one) Black, African American (B), Hispanic (H), Asian American (A),
Native American (N), Cape Verdean (C), Women (W)

The undersigned does hereby swear, certify and affirm that the foregoing statements are true, accurate and provide all information requested to accurately identify any and all certified MWBEs participating in this contract. The undersigned further certifies that he or she is authorized to make such representations on behalf of the Contractor. Should any of the above information change, the undersigned agrees to provide timely notification to the Small and Local Business Enterprise Office.

DATE: 3/12/2013 Name of Company Official: Richard M. Schaps
(Prime Contractor - Please Print)
Signature: [Signature] Title: Chief Executive Officer

CERTIFICATE FOR "NO RISK" CONTRACTS

TO: CORPORATION COUNSEL

FROM: TRANSPORTATION
(Department or Agency)

This is to certify that I have reviewed the attached contract with

Van Wagner Communications, LLC
Vendor/Contractor

for

advertising at bicycle share stations in the City of Boston.

Nature of Service

and it is my belief that there is little or no risk of default or unsatisfactory performance by the vendor/contractor.



Awarding Authority/Official

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$13.02 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: Van Wagner Communications, LLC

Contact Person: Liza Villafane

Address 800 Third Avenue, 28th Floor, New York, NY 10022
Street City Zip

Telephone #: (212) 699-8400 Fax #: (212) 986-0927

E-Mail: lvillafane@vanwagner.com

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:
Advertising Sales and Placement Services for Bike Share System

Contracting Department: Transportation Department

Start Date of Contract: TBD End Date of Contract: December 31, 2020

Length of Contract: 1 year 2 years 3 years Other: TBD (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

For Profit Not For Profit

2. Total number of "FTE" employees which you employ: 108

3. Total number of employees who will be assigned to work on the above-stated contract:
35

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

Yes No

If yes, how many additional F.T.E.s do you plan to hire? N/A

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

Not Applicable

PART 5. GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- Service Contract
- Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

Not Applicable

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

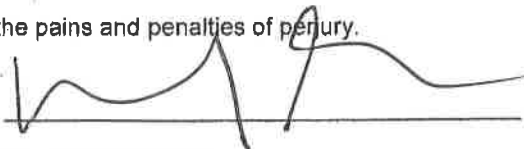
Not Applicable

PART 6: VENDOR AFFIDAVIT:

I Richard M. Schaps a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:



DATE: February 26, 2013

PRINTED NAME: Richard M. Schaps

TITLE: Chief Executive Officer



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: Van Wagner Communications, LLC

Local Contact Person: Liza Villafane

Address 800 Third Avenue, 28th Floor, New York, NY 10022

Street City Zip

Telephone #: (212) 699-8400 Fax #: (212) 986-0927

E-Mail: lvillafane@vanwagner.com

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: City of Boston Transportation Department,

Advertising Sales and Placement Services for Bike Share System

Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$13.02 p/h	\$13.02 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h
See Attached Sheet				

**VAN WAGNER COMMUNICATIONS, LLC - COVERED VENDORS LIVING WAGE AGREEMENT
CITY OF BOSTON TRANSPORTATION DEPARTMENT ADVERTISING SALES AND PLACEMENT SERVICES
FOR BIKE SHARE SYSTEM**

Job Title	<\$13.02p/h	\$13.02 p/h - \$15.00p/h	\$15.01 p/h - \$20.00p/h	\$>20.01 p/h
Intern	1			1
Accounting			2	26
Creative & Marketing				4
Administrative	2	1	3	16
Sales				11
Operations			5	12
Development				7
Human Resources				2
Legal				5
Executive/Officer				7
Information Technology				4
Service				1

B. Total number of Covered Employees: 110

C. Number of Covered Employees who are Boston residents: 1

D. Number of Covered Employees who are minorities: 47

E. Number of Covered Employees who are women: 53

Part 4: Covered Vendor's Past Efforts and Future Goals (Use additional sheets of paper if necessary in answering any of these questions):

Describe your past efforts and future goals to hire low and moderate income Boston residents:

Van Wagner has had one executive level manager located in the Boston area for the past five years. Van Wagner has not required additional local personnel during this period. At this time Van Wagner anticipates that it will be able to service this contract using its existing approximately 25 person national sales team that sells to national and regional advertisers, its existing sales support and finance group teams, and its local Boston based manager located at 535 Boylston Street, Suite 203, Boston, MA.

Describe your past efforts and future goals to train Covered Employees:

On a company-wide basis, Van Wagner trains Covered Employees in-house through one-on-one training by members of the team that they are part of, and by executives. Periodically, Van Wagner retains consultants and other outside experts to provide specialized training for various departments.

Describe the potential for advancement and raises for Covered Employees:

Van Wagner has a company wide evaluation program under which Covered Employees are evaluated by managers and receive a written and in-person review twice each year. As part of the review process, managers review compensation and make adjustments as appropriate. Covered Employees are provided the opportunity to advance and receive appropriate compensation increases (i) within their existing departments, as they gain experience and grow, and (ii) within other departments in the Company, as job opportunities arise through attrition or new positions being created. As part of the hiring process, Van Wagner looks to existing Covered Employees to fill job opportunities

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

At this time, Van Wagner anticipates that it will be able to service this contract using its existing approximately 25 person sales team that sells to national and regional advertisers, its existing sales support and finance group teams, and its local Boston based manager located at 535 Boylston Street, Suite 203, Boston, MA.

Part 5: Service Contracts:

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
Boston Building Wraps	257 Porter Street, Melrose, MA 02176	Approximately \$26,000


NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

Part 6: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) Richard M. Schaps (Authorized Representative of the Covered Vendor) on behalf of (print or type) Van Wagner Communications, LLC (name of Covered Vendor) hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.



Signature

February 26, 2013

Date

Chief Executive Officer

Position with Covered Vendor

CITY OF BOSTON/COUNTY OF SUFFOLK

BID RESPONSE FORM

BIDDER'S NAME: Van Wagner Communications, LLC
(Full legal name of Bidder)

PLACE OF BUSINESS: 800 Third Avenue, 28th Floor, New York, NY 10022

BIDDER'S CONTACT PERSON: Richard A. Silvertown TEL: (212) 699-8400

To the Official, acting in the name and behalf of the City of Boston/County of Suffolk;

A. Summary Of Supplies/Services Subject To Bid

The undersigned proposes to furnish the specified supplies or services and to perform all work required for:

(Official will describe here services or supplies to be procured prior to issue of Invitation For Bids; to be identical with Purchase Description and Specifications)

in accordance with the terms of the accompanying Advertisement, Purchase Description and Specifications and other contract documents, with special reference to the Invitation For Bids, the terms of which are incorporated herein, all of which have been provided by the City.

Notice To Bidder: Bidders must itemize any deviation from original specifications on a separate sheet. Catalogs or brochures will not be accepted as sole compliance with this requirement unless they also include complete technical information.

B. Documents Included

In addition to this Bid Response Form, this bid includes the following documents supplied by the Bidder [List Below]:

Bid Pricing Sheet; Standard Contract and General Conditions; Contractor Certification;
CORI Compliance Form; Covered Vendors Living Wage Agreement; Vendors Living Wage Affidavit

C. Price Bid

The total bid price for this contract is: Fixed Fee: \$1,525,000
(One Million Five Hundred Twenty Five Thousand Dollars Exactly)

(in words & figures; may attach separate schedule)

In response to the Price Requirements in the Purchase Description and Specifications, the price components of the bid price are:

The price components of the bid are as set forth in Section III A and B
of the Invitation for Bids dated February 11, 2013 (Pages 14 and 15)

(Complete as required in Price Requirements: e.g., rates, price changes, first fiscal year, total contract period, etc. May attach separate schedule.)

The names and address of all persons interested in this bid as principals other than the undersigned are:

See Attached Sheet

D. References:

Notice To Bidder: Failure to provide the following information, if required in the Purchase Description and Specifications, will result in a non-responsive bid.

1. List three or more contracts on which you served as contractor or have provided goods and supplies, as the case may be, within the past two (2) years (unless a lesser or greater period is specified by the Official) for work of similar character as required in the Purchase Description and Specifications in this Invitation For Bids.

Reference 1

Scope of Contract: See Attached Sheets

Company or Entity: _____
Contact Name & Phone #: _____
Amount of Contract: _____

Reference 2

Scope of Contract: See Attached Sheets

Company or Entity: _____
Contact Name & Phone #: _____
Amount of Contract: _____

Reference 3

Scope of Contract: See Attached Sheets

Company or Entity: _____
Contact Name & Phone #: _____
Amount of Contract: _____

2. Bank reference(s):

VAN WAGNER COMMUNICATIONS, LLC

**BID RESPONSE FORM
CITY OF BOSTON TRANSPORTATION DEPARTMENT
ADVERTISING SALES AND PLACEMENT SERVICES
FOR BIKE SHARE SYSTEM**

C. Price Bid

Ownership of Van Wagner

- Van Wagner Twelve Holdings, LLC owns 100% of Van Wagner Communications, LLC
- Van Wagner Twelve Holdings, LLC is owned approximately 82% by Van Wagner Enterprises, LLC and 18% by members of senior management of Van Wagner Communications, LLC and its subsidiaries
- Van Wagner Enterprises, LLC is owned 91% by Richard M. Schaps and trusts for members of his family and 9% by Mark H. Johnston. Mr. Schaps is the Chief Executive Officer of Van Wagner Communications, LLC. Mr. Johnston is the President of Van Wagner Communications, LLC
- Van Wagner Boston, LLC is owned 100% by Van Wagner Communications, LLC

All entities and individuals listed above are located at 800 Third Avenue, New York, New York 10022

D. References

Reference 1

Scope of Contract:	Sell and place advertisements on 70 bike share stations
Company or Entity:	City of Boston Transportation Department
Contact Name & Phone #:	Nicole Freedman, Director of Boston Bikes; (617) 636-4456
Amount of Contract:	\$510,000 fixed fee payable in 3 annual installments (each an "Annual Fee"), plus 50% of revenue collected in excess of two times (2x) each applicable Annual Fee, plus 50% of revenue collected on stations beyond the initial 61

Reference 2

Scope of Contract:	Develop and manage 7 out-of-home advertising displays through a wholly-owned subsidiary
Company or Entity:	Massachusetts Bay Transportation Authority ("MBTA")
Contact Name & Phone #:	Mark Boyle, Assistant General Manager for Development; (617) 222-3255
Amount of Contract:	Greater of minimum rent of \$800,000 per year and percentage rent based on advertising sold

Reference 3

Scope of Contract:	Operate and maintain 4,071 advertising displays on phone kiosks through a wholly-owned subsidiary
Company or Entity:	New York City Department of Information Technology and

	Telecommunications ("DoITT")
Contact Name & Phone #:	Stanley Shor, Assistant Commissioner; (212) 788-6550
Amount of Contract:	In 2012, annual sales of advertising pursuant to all contracts totaled approximately \$18.6 million and we paid franchisees and NYC an aggregate percentage totaling \$9.8 million

Reference 4

Scope of Contract:	Operate and manage 140 advertising displays through a wholly-owned subsidiary
Company or Entity:	New York City Transit Authority ("NYCTA")
Contact Name & Phone #:	Jeffrey Rosen, Director of Real Estate; (212) 878-7368
Amount of Contract:	The greater of minimum rent of \$6.2 million per year on average or percentage rent based on advertising sold

Not Applicable

G. The Taxpayer Identification Number* of the bidder (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

13-3984032

*If individual, use Social Security Number: _____

H. Have been in business under present business name 16 years.

I. Ever failed to complete any work awarded? No

If answer is yes, state circumstances: _____

J. Pursuant to M.G.L. c.60, §93, the undersigned understands and agrees that if a contract is awarded to the bidder, that the Collector-Treasurer of the City of Boston may withhold from amounts owing and payable under any contract awarded to a successful bidder any and all sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector-Treasurer further may apply any amounts owing and payable under any contract awarded to the successful bidder to satisfy any monies owed to the City.

K. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and that all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law.)

L. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Bidder: Van Wagner Communications, LLC

By:



(Sign Here)

Business Address:

800 Third Avenue, 28th Floor

(Street)

New York, NY 10022

(City, State, Zip Code)

NOTE: THIS BID MUST BEAR THE WRITTEN SIGNATURE OF THE BIDDER.

If the bidder is an individual doing business under a name other than his own name the bid must so state, giving the address of the individual.

If the bidder is a partnership, the bid must be signed by a partner designated as such.

If the bidder is a corporation, trust or joint venture the bid must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

**CITY OF BOSTON
TRANSPORTATION DEPARTMENT**

**INVITATION FOR BIDS
FOR
ADVERTISING SALES AND PLACEMENT SERVICES
FOR
BIKE SHARE SYSTEM**

February 11, 2013

**CITY OF BOSTON
INVITATION FOR BIDS FOR
ADVERTISING SALES AND PLACEMENT SERVICES FOR
BIKE SHARE SYSTEM**

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I. GENERAL INFORMATION

1.1 Overview

The City of Boston (“City”), acting through its Commissioner of Transportation, is inviting sealed bids for advertising sales and placement services in conjunction with Boston's portion (“**Boston Bicycle System**”) of the regional bike share system commonly known as “**Hubway**.” Between launch on July 28, 2011 and December 31, 2012, Hubway saw 675,000 trips and sold more than 9,000 annual memberships. In light of Hubway’s success, the City intends to expand its existing system of 72 stations by adding 20 new stations at locations throughout the City. The successful bidder will receive the exclusive right to sell and place advertisements on all Boston Stations, as defined below, comprising the expanded Boston Bicycle System. The work to be performed under this invitation for bids (“**IFB**”) includes, with regard to the Boston Stations, the selling of advertisements for one side of the advertising panel located at each bike station (“**Station Panel**,”), obtaining all required permits and approvals for advertising on the bike stations, and printing and placing the advertisements. The term of the contract resulting from this IFB shall take effect upon execution, with the advertising rights and obligations beginning on or about April 22, 2014, and will terminate on December 31, 2020 (the “**Term**”). The operator of the Boston Bicycle System (“**System Operator**”) will produce, install, and maintain the Station Panels. The winning bidder from this IFB will perform installation of the advertisements on the Station Panels. The winning bidder may enter a contract directly with the System Operator or other provider to perform installations.

The winning bidder will pay the City of Boston a fixed fee for the rights to sell and place advertisements plus a percentage fee based on revenue. It is the intent of this IFB to maximize the amount of the fixed fee.

While the City and surrounding municipalities participate in one unified regional bike sharing system (“**Regional Bicycle System**”), each municipality has the opportunity to secure its own vendor to sell advertisements on bike station panels within its portion of the system. The Boston Bicycle System currently consists of 72 bike share stations and more than 700 bicycles at locations, in Boston, depicted on the Hubway website at: <http://www.thehubway.com/stations>. The contemplated 20 additional Boston Bicycle System stations will be located throughout the City in both highly visible, revenue-generating areas in and around downtown Boston, as well as in areas further from the city center. Tentative locations for additional stations are shown on the map at Appendix I. The City seeks to obtain a vendor to sell ads to be placed on one side of the Station Panel located at each bike share station included in the Boston Bicycle System (all stations located in Boston except two stations sponsored by the Beth Israel Deaconess Medical Center and one station sponsored by The Fallon Company, LLC¹, hereinafter the “**Boston Stations**”). The successful bidder will only be permitted to sell advertising as specified in this IFB, and will not obtain the rights to sell any other advertising or any sponsorship. The successful bidder will be expected to sell advertisements on new stations in Boston as the system expands during the Advertising Term, as defined below.

1.2 Benefits of Obtaining Bike Share Advertisement Rights

Obtaining advertising rights on the Station Panels for the Boston Bicycle System will provide the successful bidder with a unique sales opportunity.

¹ The City reserves the right to add these stations to the inventory of Boston Stations at a future date but they are currently not available for the placement of advertisements.

- Many of the stations are located in prime areas including Downtown, the Back Bay, South End, and Beacon Hill as well as the Fenway, Kenmore and Longwood Medical Areas.
- The Boston Bicycle System provides added value to potential advertisers who benefit by affiliating themselves with the positive, high profile, healthy and green bike share image.
- Publicity resulting from other bike share systems has proven immense. Bike share systems in Montreal and Washington D.C., for example, have received media coverage internationally. The Boston Bicycle System has received mention in U.S. and international media including National Public Radio, the Boston Globe, CBC News Ottawa, London's City Fix, Boston Globe Magazine, and more.

The marketing success of bike sharing is due in part to its ability to transform cities. Paris, a city with biking patterns similar to Boston, launched a bike share system, Velib, and saw 54 million bike trips in the system's first two years. Montreal launched Bixi and saw 1 million trips by bike in the first 5 months.

1.3 Bike Share

Boston has joined other cities that have embraced bicycle sharing as a new means of urban transportation. The Regional Bicycle System will make metro-Boston a world-class bicycling destination by creating a new green mass transportation system and by inspiring the mainstream population to choose bicycling as a significant means of transportation. Bike share has proven transformative in Europe by dramatically increasing the bicycling mode and inspiring new participation in bicycling. The metro-Boston program similarly is on track to change the culture of transportation in the metro-Boston area.

The Regional Bicycle System will:

- Expands options for personal transportation;
- Reduces dependency on automobiles, particularly for short trips in the city center, reduces motor vehicle trips, vehicle emissions, and demand for parking;
- Enhances the region's existing public transportation system by adding the capacity to use a public bicycle to complete the first or last leg of a trip (i.e., from the train station to the workplace) and enables bus, rail, and boat commuters to make short trips from the workplace without a car;
- Expands the health and wellness benefits of bicycle transportation beyond traditional enthusiast groups to everyone living or working in the city;
- Spurs the transformation of city streets to become environments where pedestrians and bicyclists feel safe and comfortable.

The Regional Bicycle System targets three types of users making short bicycle trips:

- In conjunction with their public transit usage;
- To replace vehicle and/or pedestrian trips;
- In areas not well served by public transportation.

1.4 The Regional Bicycle System

The Regional Bicycle System consists of a network of bike sharing stations located throughout the region in the City and surrounding participating municipalities. As of December 31, 2012, the cities of Cambridge and Somerville and the Town of Brookline had installed and operated 33 stations making the total number of Regional Bicycle System stations 105. A station consists of a platform, a hub that holds bicycles, bicycles, a terminal for users to swipe credit cards, and a Station Panel that holds a poster on two sides. A map is placed on one side of the Station Panel. Paid advertisements may be placed on the second side of the Boston Stations by the vendor selected under this IFB.

Currently, New Balance Athletic Shoe, Inc., is the title sponsor of the Boston Bicycle System. Its name and logo appears on every station and bicycle in the Boston Bicycle System along with the names and/or logos of sponsor(s) for individual stations (“**Station Sponsors**”). For example, one station is called “Children’s Hospital at Longwood and Brookline,” and the frame of the Station Panel at the Children’s station has the logo and/or name of New Balance Athletic Shoe, Inc. and Children’s Hospital. Title sponsors and/or Station Sponsors may change during the Term of the contract resulting from this IFB. Advertisements sold and placed by the successful bidder under this IFB will not represent competitors of any sponsor affiliated with its sponsored station, as further described in Section 1.7 below.

1.5 System Description.

Users swipe a card to unlock a bike, which can be returned to any station. Daily, three day, and full-year passes are available. All pass types entitle users to an unlimited number of bike trips of 30 minutes or less; trips over 30 minutes incur additional fees. The Boston Bicycle System operates in the spring, summer, and fall of each year with station equipment and bikes installed in early spring and removed each November/December for winter storage. The winter shutdown takes place in the months of December, January and February, but may extend into November and March as weather dictates. As between the successful bidder under this IFB and the City, the City reserves the right to extend, reduce or eliminate the winter shutdown period at its sole discretion. Bikes and stations are designed specifically for use as shared bikes. The stations are fully mobile, modular and solar-powered. This allows for easy installation and removal; station sizes can be increased or decreased simply based on demand; stations do not need to hook into electrical grids but instead use solar power.

Bicycles have reinforced frames to hold up to vandals; use non-standard parts and require non-standard tools to deter theft; are fully rust-resistant for outdoor use; are specially designed for use by inexperienced and casual users with a step through design and simple shifting and braking systems; function in a lock-and-key system with the hubs for secure renting and returning; include puncture resistant tires; and incorporate pedal-powered lighting systems for safety.

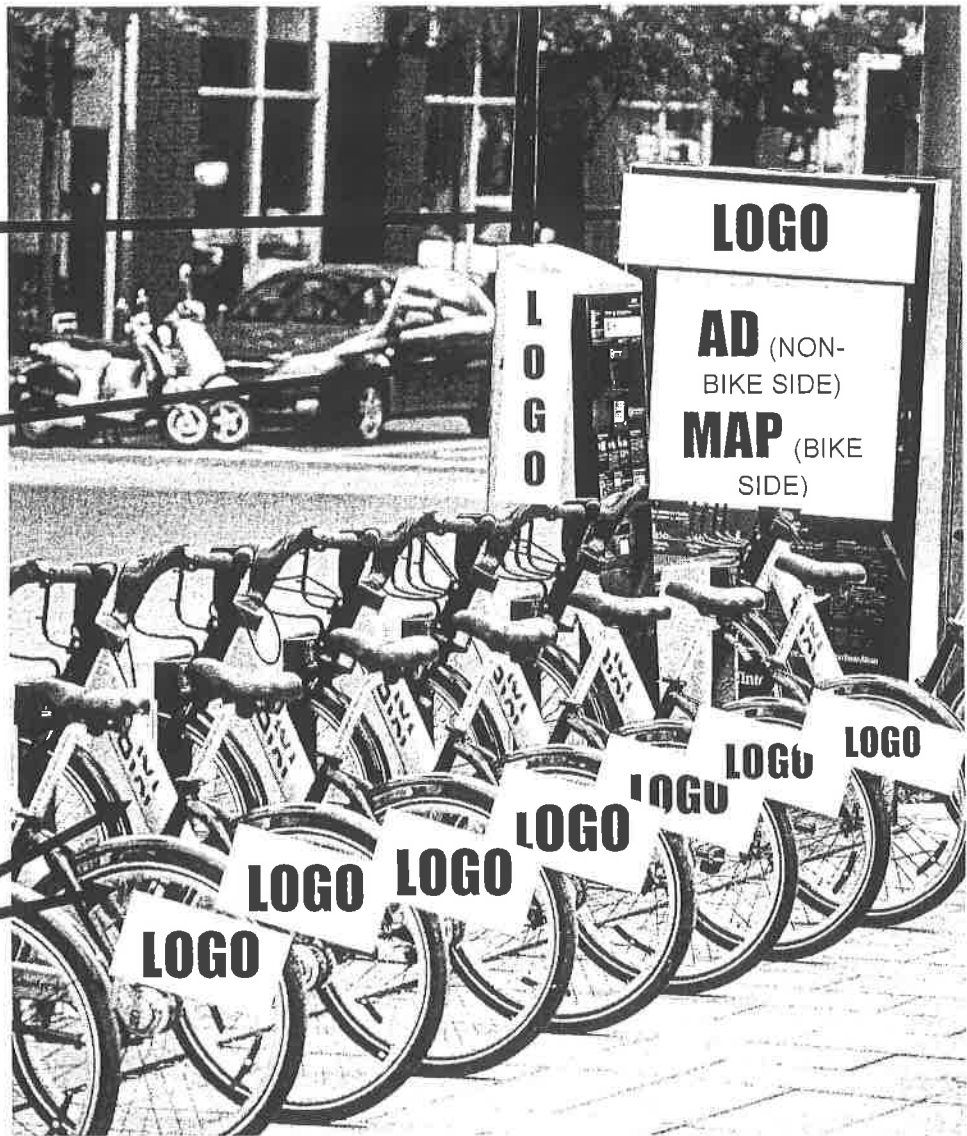
Approximately 500,000 trips are estimated per year on the Regional Bicycle System bicycles.

For reference, the following depicts where a Title or Station Sponsor’s logos and/or ads appear on the system equipment.

**Station
Panels**

**Station
Kiosks**

Bicycles



1.6 System Operator

Alta Bike Share, Inc. (“Alta”) is currently the System Operator. Alta also currently operates systems in Melbourne, Australia and Washington, D.C., and has been selected to operate systems in New York City and Chicago. In addition to running the system, Alta is responsible for fabricating and installing title sponsors’ names and/or logos on the stations and bikes, creating the system website, and creating marketing materials to promote the system.

Potential bidders may obtain more information about bike share systems at www.thehubway.com, www.capitalbikeshare.com or www.melbournebikeshare.com.au/.

1.7 Station Panels; Advertising Content

The City seeks a vendor to sell advertisements to be placed on one side of the Station Panel located at each of the Boston Stations.

One Station Panel is affixed to each Boston Bicycle System station. Boston Stations are located roughly every 200-600 yards. Stations are located on public and private property. Stations on public property are placed either in the street, usually replacing parking, or on wide sidewalks with ample space.

Each station has one Station Panel with two sides. A map of Hubway stations is placed on the panel side facing the bicycles. Advertisements may be placed on the side facing away from the bicycles. The winning bidder from this IFB will perform installation of the advertisements on the Station Panels. The winning bidder may enter a contract directly with the System Operator or other provider to perform installations.

The printed advertisement placed in each Station Panel measure 96.52 cm (38.00”) wide by 144.50 cm (56.89”) tall. Ads must be printed on waterproof material with waterproof ink. The border on the glass is 1” at each edge. Please see Appendix II for dimensions and layout. Currently, Station Panels can only accommodate static copy advertisements and are not illuminated. The City reserves the right to incorporate new technology into the Boston Station/Station Panels and/or change the format or size of the existing Station Panels at any time during the Term.

The Station Panels may be located on either end of the station. The System Operator will place the Station Panel so as to maximize the number of people walking or driving who can see the side of the Station Panel with advertisements.

1.7.1 Pre-Approval of Ads/Disfavored Brands/Advertisers. The City seeks to create a sustainable, healthy community for its residents and visitors. Implementation of the Boston Bicycle System is a key part of this vision, as it provides a convenient, inexpensive way for residents and visitors to increase their daily levels of physical activity. Therefore, all ads not otherwise prohibited or unacceptable to the City, as set forth herein, must be pre-approved by the City prior to placement on the Station Panels. The successful bidder shall not submit prohibited or unacceptable ads, as set forth herein, to the City for pre-approval. The City may reject advertisers or brands that, in its determination, do not serve the Boston Bicycle System’s mission of promoting a health-conscious, active lifestyle. Title sponsors and/or individual

Station Sponsors may have additional restrictions. The winning bidder will need to work with sponsors to identify any additional restrictions.

Prior to placing any ad, the successful bidder shall send to the Director of Boston Bikes, or to other persons designated by the City, a written summary of the proposed ad, including the name of the advertiser, the product(s) to be advertised, the advertising copy, a description of the proposed ad; and its proposed location(s). The written summary may be sent by electronic mail. The Director of Boston Bikes shall, within seven (7) business days, respond to the successful bidder in writing either approving or denying the ad, or suggesting changes. If the Director of Boston Bikes does not respond to the successful bidder's permitted submissions (see above) in writing within seven (7) business days, such ad shall be deemed approved. The City's approval of the location, content, and design of advertisements on Boston Stations shall be in addition to, and not in lieu of, any other permits, approvals, or other governmental authorizations.

1.7.2 Prohibited Advertisers/Advertisements. The City will not accept advertisers associated with tobacco, alcohol, firearms, or other products generally considered harmful to human beings. Further, any advertisement which is in violation of any law, false, misleading or deceptive, contrary to moral or ethical standards, or contrary to community standards is prohibited.

1.7.3 Prohibited Competitors. The City will not accept advertisers that are competitors of any sponsor(s) associated with a given station, as deemed by the Station Sponsors or the Title sponsor(s).

1.7.4 Right of First Refusal. A Station Sponsor shall have the first right to purchase advertising on any stations for which it is the Station Sponsor.

1.7.5 Removal of Inconsistent Advertising. Upon request of the City, the successful bidder shall promptly remove any advertisement which is not consistent with sections 1.7.1 through 1.7.4 above.

1.8 Scope of Work

The successful bidder will be required to deliver a high-quality advertising program that is appropriate for the community and the Boston Bicycle System as a whole.

1.8.1 Permitting. The successful bidder will be responsible for obtaining all necessary licenses and approvals and authorizations from relevant City, state, or federal agencies, departments, and commissions at its own expense. These may include, by way of example only, the City's historic district or architectural commissions and the Commonwealth of Massachusetts Outdoor Advertising Board.

1.8.2 Selling Advertisements. The successful bidder will be responsible for selling advertising, collecting revenue from advertisers, and paying the City its share of revenues. The City reserves the right to place public information and/or public service messages on unsold locations, which will be removed and replaced immediately consistent with commitments to paid advertisers. The scope of work under this IFB **does not** include the sale of sponsorships or other endorsements.

1.8.3 Printing. The successful bidder will be responsible for printing advertisements, at its expense. The bidder may recover the fee for printing advertisements from the advertiser.

1.8.4 Installation. The successful bidder, at its sole risk, cost, and expense, shall install (and remove, as needed) advertising in the Station Panel(s), and shall not install anything else therein. Notwithstanding the forgoing, the City reserves the right, at its sole cost and expense, to place public information and/or public service messages on unsold station locations, which will be removed and replaced immediately consistent with commitments to paid advertisers. The successful bidder shall be responsible for installing these public service messages in addition to installing the ads in the Station Panels. The successful bidder shall be responsible for, and shall pay to the City or to the System Operator, as may be determined by the City, in its sole discretion, from time to time, all costs and expenses to repair or replace any Station Panel and/or any other parts or equipment of the Boston Bicycle System damaged by the successful bidder in carrying out its obligations regarding installation and/or removal of advertising. The winning bidder may enter a contract directly with the System Operator or other provider to perform installations.

1.8.5 Hold Harmless and Indemnification. The successful bidder agrees to defend, indemnify and hold harmless the City, its officers, agencies, departments, agents, and employees from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the successful bidder, the successful bidder's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the successful bidder in performance of the Contract. The successful bidder assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the Contract. The successful bidder shall also repair or replace any City property that is damaged by the successful bidder, the successful bidder's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the successful bidder while performing work hereunder. The indemnification obligation under this subsection 1.8.5 shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful bidder or any subcontractor, and shall survive the termination of the Contract. The City agrees to give the successful bidder written notice of any claim of indemnity under this section. Additionally, the successful bidder shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the City is required in connection with the settlement.

1.9 Boston Bicycle System Station Locations

Advertisements may be placed on all Boston Stations for which the successful bidder obtains permits.

Please see the Hubway website at: <http://www.thehubway.com/stations> for a current map of all Hubway station locations. Please see Appendix I for a map of the proposed 20 new station locations.

All information contained in the Hubway website, this IFB and its appendices regarding the location of stations is subject to change.

1.10 Audit Right; Record Keeping

The City shall have the right to inspect, copy and audit all books, records, accounts, documents, contracts, sub-contracts, reports, financial statements, and any other materials or documentation of the successful bidder, wherever located, which relate in any way to revenue derived from the sales and placement of advertisements on the Boston Stations, or to other performance or subject matter of the Contract, as defined below. This shall include, without limitation, the City's right to hire an independent auditor to audit the books, accounts and any other relevant records of the successful bidder which contain data on revenues derived from the sales and placement of advertisements on the Boston Stations, and for purposes of monitoring compliance with the successful bidder's payment obligations under the Contract.

1.10.1 Review and Copying. The successful bidder shall provide the City, within ten (10) days of the City's request, copies of any requested records kept or maintained by it, whether in its possession, custody or control, or in the possession, custody or control of third parties on behalf of the successful bidder, concerning the terms, performance, or subject matter of the Contract or concerning revenues derived from the sales and placement of advertisements on the Boston Stations. Alternatively, if the City so requests, the successful bidder shall permit or cause to be permitted any duly authorized representative of the City to examine and copy or transcribe any such documents.

1.10.2 Maintenance of Records. The successful bidder shall at all times maintain all records generated, existing or coming into its actual or constructive possession and/or the possession of any party described in Section 1.10 in connection with the Contract for the entire Term and thereafter for the later of: (i) the longest period of time required in any of the Contract documents; (ii) a period of seven (7) years; or (iii) as required by law.

1.12 Contract Term

The Contract shall take effect upon execution and shall terminate on December 31, 2020 (the "**Term**"); *provided, however*, the advertising rights and obligations hereunder shall commence immediately following the expiration and/or termination of the City's existing agreement with its current Boston Bicycle System advertising vendor, which existing agreement shall terminate on or about April 22, 2014 (the "**Advertising Term**").

1.13 Liquidated Damages.

If, for any reason, the City permanently terminates the Boston Bicycle System at any time during the Term ("**System Termination**"), the Contract, as defined below, will terminate and the successful bidder shall be entitled to receive as liquidated damages a refund of the Fixed Fee, as defined below, reduced on a monthly pro rata basis, or any portion thereof, for any months of the Advertising Term period prior to System Termination. The City's payment of such liquidated damages shall constitute the City's sole liability and the successful bidder's exclusive remedy in the event of System Termination. Except as expressly set forth in this Section 1.13, in the event of System Termination the successful bidder shall not be entitled to recover any actual, direct, indirect, consequential, incidental, or special damages.

1.14 Schedule of Events

Projected Schedule of Events

First Advertisement and IFB Issued: Monday, February 11, 2013

Bids Due ("**Submission Date**"): Monday, February 25, 2013

Bid Opening: Tuesday, February 26, 2013

II. BID SUBMISSION REQUIREMENTS

Each bidder shall submit one (1) original and one (1) copy of its bid to the attention of **Nicole Freedman, Director of Boston Bikes, Room 721, Boston City Hall, One City Hall Plaza, Boston, MA 02201 on or before February 25, 2013 at 12:00 p.m. Noon, Eastern Standard Time (EST).**

1. The original and copy of the bid must be submitted in **two (2) separate sealed envelopes**. The envelopes must be plainly marked "ADVERTISING SALES AND PLACEMENT SERVICES FOR BIKE SHARE SYSTEM"
2. Bid Opening: Bids will be opened at the City of Boston Transportation Department, Room 721, Boston City Hall, Once City Hall Plaza, Boston, MA 02201 at **12:30 p.m. February 26, 2013**. Bidders shall provide all the information required in this IFB. If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 12:00 p.m. on the next normal business day.

If any copy of a bid or any part thereof is delivered in an unsealed envelope, such bid will be rejected in its entirety as non-responsive to the IFB, and will be disqualified without further consideration.

LATE BIDS, OR ANY PARTS THEREOF, WILL NOT BE CONSIDERED.

IFB Availability: the IFB will be available starting at **10:00 a.m. EST on Monday February 11, 2013** at the City of Boston Transportation Department, Room 721, One City Hall Plaza, Boston, MA 02201 or by emailing Nicole.freedman@cityofboston.gov until **5:00 p.m. EST, Friday February 22, 2013**.

If any changes are made to this IFB, or if questions are received, an addendum will be issued. Questions will be accepted until **5:00 p.m. EST on Friday, February 15, 2013**. Addenda will be posted in the Transportation Department and emailed to all bidders on record as having picked up the IFB no later than five (5) business days prior to the Submission Date.

A bidder may correct, modify, or withdraw a proposal by written notice if received by the Transportation Department prior to 12:00 Noon on the Submission Date. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence and must reference the original IFB. Modifications to proposals may not be submitted via email or facsimile transmission.

All bid prices submitted in response to this IFB must remain firm for forty-five (45) days after the bid opening.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them.

It is anticipated that the contract resulting from this IFB ("**Contract**") will be awarded March 1, 2013, although the time for award may be extended at the discretion of the City.

This IFB, any and all addenda, the successful bidder's response, the Advertisement, and the Letter of Contract Award approved by the Mayor of the City of Boston will become part of the Contract. The

Contract will also include, without limitation, the following: (1) Invitation for Bids (CM-03); (2) signed Bid Response Form (CM-07); (3); Bid Pricing Sheet; (4) Certificate of Authority (CM-06), (5) City of Boston Standard Contract (CM-10 and CM-11); (6) Contractor Certification (CM-09); (7) CORI forms; (8) Living Wage Forms (LW-02 and LW-08).

All bids must be signed by appropriate, authorized individual(s), e.g., if the bidder is a partnership, by the name of the partnership, with the signature of each general partner. If the bidder is a corporation, the bid must be signed by the authorized officer whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.

All responses and information submitted in response to this IFB are subject to the Massachusetts public records law, M.G.L. c. 66, § 10 and c. 4, § 7(26), and will become the property of the City. If an applicant believes that its bid contains proprietary or trade secret information that the applicant is not willing to be made public, the applicant should submit such information in a separate envelope clearly marked "Confidential." The City will then determine whether it may hold such material in confidence while complying with applicable law. The final determination for withholding of material shall be made in the sole discretion of the City.

The City of Boston Transportation Department reserves the right to cancel all or part of this solicitation, to reject any or all bids, and to approve the Contract. The issuance of this solicitation does not imply any commitment to purchase any product or services from any vendor.

At the time of the opening of bids each bidder shall be conclusively presumed to have received and understood all IFB documents, including all Exhibits, Addenda, and Appendices thereto, and the failure of any bidder to examine any form, instrument or other document which is a part of this IFB shall in no way relieve such bidder from any obligation arising under law as the result of the submission of a bid.

III. PURCHASE DESCRIPTION AND SPECIFICATIONS

A. PURCHASE DESCRIPTION-ADVERTISING SALES AND PLACEMENT SERVICES

The City is soliciting bids for a vendor to sell and place advertisements on Station Panels for the Boston Bicycle System. Bidders will bid on a fixed fee to be paid to the City ("**Fixed Fee**"). One hundred percent (100%) of the Fixed Fee will be paid in one installment. It is the City's intent to receive the highest possible Fixed Fee from this IFB. Bidders will also be required to pay to the City a percentage fee based on revenues received.

Winning bids will be determined as set forth in the Rule for Award, in Parts V and VI of this IFB.

1. Fixed Fee. Subject to Parts V and VI of this IFB, the bidder submitting the highest bid for the Fixed Fee shall have the right to sell and place advertisements on Boston Stations during the Advertising Term. The Fixed Fee will be paid in one installment, as set forth below.
2. Percentage Fee. The successful bidder will be required to pay the City 50% of all revenue it collects in excess of two times the Fixed Fee ("**Percentage Fees**"), according to the payment terms below.

B. PAYMENT TERMS

The pricing and payment terms of this IFB are structured to allow an approximate 50% -50% split between the successful bidder and the City of the total revenue received from advertising on the Boston Stations, as set forth herein.

The successful bidder will pay, by check payable to The City of Boston, the Fixed Fee and the Percentage Fees by the following dates:

Fixed Fee:

Immediately upon execution of the Contract.

Percentage Fees:

Following the successful bidder's collection of advertising revenue in the amount of two (2) times the Fixed Fee, fifty percent (50%) of all revenue in excess of such sum shall be paid to the City. Payments shall be made annually, on April 15th of each year during the Advertising Term, and on the sixth (6th) month anniversary date of the expiration or termination date of the Contract.

IV. QUALITY REQUIREMENTS

Each bidder must meet the following minimum requirements:

1. The bidder must not be experiencing any financial problems that might render it unable to fulfill the requirements set forth in this IFB, as demonstrated by the bidder's financial references required by Part V of this IFB.
2. The bidder is in compliance with all applicable statutes governing conflict of interest. The bidder's attention is called to M.G.L. c. 268A, the state conflict of interest law.
3. The bidder must be in good financial standing with the City and in compliance with all City Code requirements.

All statements and documents submitted by respondents to this IFB shall be incorporated into the Contract by the City.

The City of Boston Transportation Department reserves the right to cancel all or part of this solicitation, to reject any or all bids, and to approve the Contract. The issuance of this solicitation does not imply any commitment to purchase any product or services from any vendor.

VI. RULE FOR AWARD

The Contract will be awarded to the responsive and responsible bidder offering the highest bid for the Fixed Fee. In the event that two or more qualified bidders submit the same bid for the Fixed Fee, the City will provide those bidders the opportunity to submit a last and final bid. A bidder's submission of a last and final bid shall not, however, change the terms of its original offer. In the event of a tie, the City shall notify tied qualified bidders of the place and time for submission of their last and final bids.

VII. BID PRICING SHEET

CITY OF BOSTON TRANSPORTATION DEPARTMENT
ADVERTISING SALES AND PLACEMENT SERVICES
FOR BIKE SHARE SYSTEM

BID FOR FIXED FEE

\$ _____
(Amount in Figures)

(Amount in Words)

PLEASE ATTACH THIS BID PRICING SHEET TO THE BID RESPONSE FORM, AT PART VIII OF THIS IFB.

VIII. ADDITIONAL CONTRACT DOCUMENTS

- (1) Invitation for Bids (CM-03)
- (2) Bid Response Form (CM-07)
- (3) Certificate of Authority (CM-06)
- (4) City of Boston Standard Contract (CM-10 and CM-11)
- (5) Contractor Certification (CM-09)
- (6) CORI and Living Wage Forms



CITY OF BOSTON/COUNTY OF SUFFOLK

INVITATION FOR BIDS*

1. INVITATION

- 1.1. The City of Boston/County of Suffolk, acting by the Official designated in the advertisement, invites sealed bids for providing the goods or services and performing the work as described in the Purchase Description and Specifications attached hereto, in accordance with the terms and conditions of the attached contract documents.

2. SUBMISSION OF BIDS

2.1. *Filing Of Bid And Form Of Bid Deposit*

The original bid shall be signed. The original bid and a duplicate copy thereof (which may be a photocopy) shall be enclosed in an envelope. The envelope shall be sealed and plainly marked on the outside thereof with a description of the goods or services to be provided, bid opening date, and the bid number, if applicable. The bid shall be filed before the time and at the place designated in the Advertisement attached and incorporated by reference herein and shall be accompanied by a bid deposit in the form of a bank check, a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Boston, or a bid bond in a form satisfactory to the Official with a surety company qualified to do business in Massachusetts if, and as specified, in the Advertisement.

2.2. *Time For Filing Bids; Time Of Bid Opening*

Bids shall be filed no later than the time and date designated in the Advertisement; the opening of bids shall be on the date and at the time specified in said Advertisement.

2.3. *Withdrawal Of Bids*

No bid may be withdrawn after the time set for bid opening except by written notice received by the Official prior to the time and date set for bid opening as set forth in the Advertisement. No bid filed by any responsible and responsive bidder may be withdrawn after the date and time of opening, nor prior to the execution and delivery of a contract to the lowest responsible and responsive bidder. The Official shall award a contract prior to the expiration of ninety (90) days (Saturdays, Sundays and legal holidays inclusive) after the opening of bids, or within such other time specified in the Advertisement.

3. BID DEPOSITS: AMOUNT; RETURN OF DEPOSIT; FAILURE OF PERFORMANCE/LIQUIDATED DAMAGES

3.1. *Amount Of Bid Deposit*

The amount of any bid deposit shall be as specified in the Advertisement. All bid deposits of twenty-five dollars (\$25.00) or less shall be retained by the City as a bid filing charge.

3.2. *Return Of Deposit*

All other bid deposits, as specified in section 2.1, except those of the three lowest responsible and responsive bidders, shall be returned upon notice of award of a contract, or if no award is made, no later than ninety (90) days after the date of the opening of bids.

|*This form shall be used for all competitive sealed bid contracts, whether or not governed by G.L. c. 30B|



The bid deposits of the three lowest responsible and responsive bidders shall be returned only upon the execution and delivery of the contract to the City or, if no award is made, no later than ninety (90) days after the date of the opening of bids or, if federal, state or other government approval is required, within thirty (30) days (Saturdays, Sundays, and legal holidays included) after the date of such approval.

3.3. *Failure Of Performance; Liquidated Damages*

If the successful bidder fails to perform his agreement to execute a contract and furnish the required security for performance within ten (10) days (Saturdays, Sundays and legal holidays excluded) after an award is made to him, or within such additional time as the Official may authorize in writing, the bid deposit shall become and be the property of the City of Boston as liquidated damages; provided, that the amount of the bid deposit which becomes the property of the City shall not, in any event, exceed the difference between the bidder's price and the price of the next lowest eligible and responsible bidder; and provided further, that, in case of death, disability or other unforeseen circumstance affecting the bidder, the bid deposit shall be returned to the bidder after submission of a sworn affidavit delivered to, and accepted by, the Official.

4. SPECIFICATIONS

4.1. Before submitting any bids, bidders shall fully inform themselves in regard to all conditions pertaining to the Invitation For Bids and all required terms and conditions for carrying out the contract. By filing a bid the bidders do thereby represent that they have so informed themselves. Any estimates, plans or other information relating to the goods, services, labor or materials or work required by the contract documents are to be considered for the purpose of comparing the several bids. Neither the City/County, nor its officers, agents or employees, shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

5. BIDS FOR EQUAL ITEMS

5.1. *Equal Bids Shall Be Considered*

Except where otherwise specifically provided to the contrary in the contract documents, any proprietary name mentioned in the Purchase Description and Specifications is for the purpose of information only and is not intended to limit competition. Bids for any article, assembly, system or any component part thereof (hereinafter "item") equal to that named in the specifications will be considered. An item shall be considered equal to the item so named if (1) it is at least equal in quality, durability, appearance, strength, and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

5.2. *Notice of "Equal"*

A bidder submitting a bid on proprietary item(s) other than the specific item(s) named in the specifications shall submit, with the bid forms filed, a written notice containing the name and full particulars pertaining to such item(s) including, but not necessarily limited to, the manufacturer's name, catalogue number, model number and price.

5.3. *Judgment As To Equality*

The decisions of the Official as to whether an item(s) is or is not equal shall be final.



5.4. *Expense Of Proving Equality*

Any and all expense necessary to prove to the Official the quality of items offered as equal to the specific item or specified names shall be borne exclusively by the bidder submitting any proposed substitutions.

6. INFORMATION AS TO PROPOSED MATERIALS

6.1. Before any contract is awarded, the bidder may be required to furnish, without expense to the City, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Official to determine their quality and fitness for the work. The particulars of tests, if any, may be set forth on the form entitled Evaluation Criteria.

7. PRICE BASIS ON CONTRACTS FOR THE PURCHASE OF GOODS AND SERVICES

7.1. *Purchase Of Goods Defined*

The purchase of goods shall mean goods as defined in the Uniform Commercial Code, G.L.c.106, §2-105, or all property, other than real property, including equipment, materials, printing and insurance, and further including services incidental to the delivery, conveyance and installation of such property.

7.2. *Purchase Of Service Defined*

The purchase of services shall mean the furnishing of labor, time, or effort by a contractor, not involving the furnishing of a specific end product other than reports.

7.3. *Firm Bid Price; Exception*

Except where otherwise specifically provided to the contrary in the Advertisement, or in the Purchase Description and Specifications, or Evaluation Criteria, as the case may be, prices bid will be accepted by the City as firm prices unless the Official has specifically requested and a bidder specifically responds in writing in its bid consistent with the Official's request that the prices bid are subject to decrease or increase and the basis for calculation of the amount thereof.

7.4. *Price Escalation*

In the event that the Advertisement, or Purchase Description and Specifications, or Evaluation Criteria, as the case may be, provides that prices for contracts are subject to price change, the bidder shall strictly respond to the Invitation For Bids with respect to price requirements, including the amount or percentage of price change and applicable time period(s).

8. TAXES

8.1. The City is exempt from federal excise taxes (Federal Exemption No.A-108-328) and from the Massachusetts sales and use tax (Certificate No. E-046-001-380). Exemption Certificates will be provided, if requested, following award to the successful bidder.

9. BASIS FOR ACCEPTANCE/CONFLICT OF INTEREST

9.1. Any bid made will be accepted only on the basis that the bidder, by filing its bid, represents that it is made in good faith without fraud, collusion or connection of any kind with any



other bidder for the same work; that the bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the City/County is financially interested in the contract; that the bidder is fully informed in regard to all provisions of the contract documents, including, without limitation, the specification and drawings, if any; the time for performance and the provisions with respect to liquidated damages, bonds and insurance, if any.

10. QUESTIONS

10.1. All questions as to the interpretation of the Invitation For Bids, Purchase Description and Specifications, Evaluation Criteria and all other contract documents shall be submitted in writing to the Official. Written answers to such questions will be sent by the Official to each person on record as having received an Invitation For Bids and all documents incorporated by reference therein. No questions will be answered unless received by the Official at least seventy-two hours prior to the expiration of the time set for filing bids.

11. CONTRACT AWARD

11.1. *Bid Opening*

Bids shall be publicly opened and read aloud at the time and place designated in the Advertisement.

11.2. *Right To Accept Or Reject*

The Official reserves the right to waive any minor informalities and to accept or reject any or all bids. In the event the Purchase Description and Specifications require bids for goods and multiple items each of which has separate price components, the Official reserves the right to accept or reject any item(s) therein and award contracts therefor. The Official shall award the contract to the bidder the Official determines to be the lowest responsible and responsive bidder.

11.3. *Agreement By Bidder*

The submission of a bid shall constitute agreement on the part of the bidder that, if the bidder is given or mailed a notice of acceptance within ninety (90) days (or such other time specified in the Advertisement) of the bid opening, the bidder shall within ten (10) calendar days (Saturdays, Sundays and legal holidays excluded) of receipt of such notice or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed together with the required security for performance and any other required contract forms requested by the Official.

12. PERFORMANCE BOND

12.1. A performance bond of a surety company authorized to do business in Massachusetts and satisfactory in form to the Official, or a certified check, or a treasurer's or a cashier's check, issued by a responsible bank or trust company, payable to the City of Boston, may be required of the successful bidder as security to guarantee the faithful performance of the contract. If security is required, the penal sum of such bond or amount of such check shall be as specified in the Advertisement.

12.2. Simultaneously with the execution of the contract, the successful bidder shall deliver such bond or other security to the Official. Failure to provide the required bond or other security



within the time herein specified in paragraph 11.3 shall render the contract award void and result in the forfeiture of the bid deposit as liquidated damages.

13. HARMONIOUS LABOR RELATIONS

13.1. The submission of a bid shall constitute the certification of the bidder that the bidder is able to and will furnish labor that can work in harmony with all elements of labor employed or to be employed on the work.

14. QUALIFICATIONS OF BIDDERS

14.1. It is the purpose and intention of the Official not to award the contract to any bidder who does not furnish evidence, when requested, satisfactory to the Official that he has the ability and experience to perform the pertinent class of work.

15. UNIT PRICE PROPOSALS

15.1. The bidder shall submit the bid upon the Bid Response Form furnished by the Official. If the bid is on a unit price basis, the bidder shall respond to and specify a unit price, in both words and figures, if so required in the price specifications, for each item for which a quantity is given, and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the grand total amount of the bid obtained by adding the amounts of the several items. All words and figures shall be typewritten or in pen and ink. In case of a discrepancy between the prices written in words and those written in figures, the written words shall govern. In the event there is a discrepancy between the unit prices and the total sum of all items, the unit prices shall govern.

16. ADDENDA

16.1. Any supplemental instructions, amendments or changes in the Invitation For Bids, or attached documents, shall be in the form of written addenda to this Invitation. If issued, such addenda shall be sent by first class mail or tele-fax to all persons of record as having received an Invitation For Bids at the address listed thereon. Such addenda, if any, will be sent no later than five (5) business days prior to the time set for the opening of bids.

16.2. Failure of any bidder to respond to any such addenda shall not relieve such bidder from any obligation under the bid as submitted. At the time of the opening of bids, each bidder shall be conclusively presumed to have received and understood all bid documents, including all addenda, and the failure of any bidder to examine any form, instrument or other document which is part of the Invitation For Bids shall in no way relieve such bidder from any obligation arising under law from the submission of a bid.

17. TOXIC OR HAZARDOUS SUBSTANCES

17.1. A bidder filing a bid concerning materials containing toxic or hazardous substances must submit a Material Safety Data Sheet with such bid. This document must accompany any deliveries of materials containing such substances when made by the successful bidder, his agent, or contractor. A bidder agrees to comply with the so-called "Right-To-Know Law", G.L.c. 111F, in respect to the labeling, handling and delivery of substances subject to the jurisdiction of said law.



18. INVITATION FOR BIDS INCLUDES BY REFERENCE ALL DOCUMENTS REFERRED TO AND INCLUDED THEREIN

18.1. This Invitation For Bids hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, and all contractual terms and conditions applicable to the procurement.

18.2. This Invitation For Bids expressly incorporates by reference the City of Boston/County of Suffolk Standard Contract General Conditions (Form CM 11) and such other contractual terms as the Official deems necessary.

PUBLIC NOTICE

CITY OF BOSTON, MASSACHUSETTS

TRANSPORTATION DEPARTMENT

INVITATION FOR BIDS FOR ADVERTISING SALES AND PLACEMENT SERVICES

NOTE: For information specific to this particular bid, please contact Nicole Freedman at (617)918-4456, or nicole.freedman.bra@cityofboston.gov.

The City of Boston ("**the City**"), acting through its Commissioner of Transportation, requests sealed bids from interested and qualified firms for advertising sales and placement services associated with the City's bike share system, New Balance Hubway. Hubway currently consists of 71 bike stations and 710 bicycles, located throughout the City. The City anticipates expanding the system by adding approximately 20 new bike stations. The City is seeking a vendor to manage the sales and placement of advertising on the bike stations comprising the expanded Hubway system (approximately 91 stations).

All bids shall be submitted in strict conformance with the Invitation for Bids ("**IFB**"), which may be obtained from the City of Boston Transportation Department, Boston City Hall – Room 721, Boston, Massachusetts, 02201 or by e-mailing nicole.freedman.bra@cityofboston.gov. The IFB may be obtained beginning **Monday, February 11, 2013 at 10:00 a.m. Eastern Standard Time ("EST")**. The IFB shall be available until **5:00 p.m., EST, Friday, February 22, 2013**. Bids shall be accepted until **12:00 Noon, EST, Monday, February, 25, 2013** at the same location.

The City reserves the right to cancel this procurement and/or reject any and all bids or parts thereof, and to award the contract in the best interests of the City.

The contract resulting from this IFB shall take effect on or about **April 22, 2014** and shall terminate on **December 31, 2020**.

The award of this contract shall be subject to the approval of the Mayor of Boston.

Thomas J. Tinlin, Commissioner
Boston Transportation Department

January 30, 2013

**CITY OF BOSTON TRANSPORTATION DEPARTMENT
INVITATION FOR BIDS FOR ADVERTISING SALES AND PLACEMENT SERVICES**

FOR

BIKE SHARE SYSTEM

February 11, 2013

ADDENDUM # 1

DATE OF ADDENDUM: FEBRUARY 14, 2013

This Invitation for Bids is amended as follows:

The BID SUBMISSION DATE is extended and bids shall be accepted until: **Friday, March 1, 2013 at 12:00 Noon, EST.**

The BID OPENING shall take place on **Friday, March 1, 2013 at 12:30 p.m., EST.**

All other dates shall remain the same.

**INVITATION FOR BIDS FOR ADVERTISING SALES AND PLACEMENT
SERVICES
FOR
BIKE SHARE SYSTEM**

February 11, 2013

ADDENDUM # 2

DATE OF ADDENDUM: FEBRUARY 20, 2013

This Invitation for Bids is amended as follows to respond to questions from potential bidders:

Question #1: Please provide historical revenue generated from advertising on the Bike Station panels for the last three (3) contract years. It is essential to have the data to formulate our proposal.

Answer #1: The City of Boston does not have any revenue reports at this time.

Question #2: What permits and approvals are required for advertising on the Bike Stations?

Answer #2: It is the vendor's responsibility to identify and obtain all required permits. The City of Boston cannot specify all of the required permits required to advertise as permits are not limited to those required by the City.

The City of Boston currently allows advertising on all stations located in the street, outside of park zones. Sponsored stations located on private property allow for advertising except as noted in the Invitation for Bids. Stations on public property, off-street locations are subject to approval of relevant historical districts and commissions as required.

Question #3: What permits and approvals have been obtained in connection with the existing 72 Bike Stations?

Answer #3: Please see answer to Question # 2.

Question #4: Why are permits required if the 72 existing Bike Stations currently have advertising installed?

Answer #4: It is the vendor's responsibility to ensure that permits for all stations remain current. As the City adds new stations, the vendor will be responsible for acquiring required permits.

Question #5: When will the 20 additional Bike Stations be installed? Should our Fixed Fee bid include the 20 additional Bike Stations?

Answer #5: The City of Boston seeks to add the additional 20 stations as early as 2013. We are optimistic that by the beginning of this contract, all 92 stations will be active.

Question #6: Are the two (2) Boston Stations in addition to the existing 72 Bike Stations or part of the 72 Bike Stations?

Answer #6: The Boston Bicycle System (New Balance Hubway) currently consists of 72 Bike Stations. 70 of those stations permit advertising. The City anticipates adding an additional 20 stations to the system. The city anticipates that the successful vendor will sell ads on 90 stations.

Question #7: Can you confirm that the 72 Bike Stations will be removed from December – March and that the advertising panels will not be available during those months?

Answer #7: At this point, all stations are removed every winter from roughly December through mid-March. However, the City is investigating keeping some or all of the stations installed and open year-round. Plans are not confirmed at this time.

Question 8: Can you confirm that Section 1.7.1 requires that every ad be submitted for approval?

Answer #8: Yes, we confirm that Section 1.7.1 states that every ad must be submitted for approval. Please note the ad is deemed approved if no response is received by the Director of Boston Bikes within 7 days.

Question 9: Have you considered developing a set of Advertising Guidelines that sets forth acceptable advertising? This is how most advertising programs are run, including the MBTA.

Answer #9: Thank you. We may consider this for the future.

Question #10: Can you provide an example of an advertisement that "does not serve the City of Boston Bicycle System's mission of promoting a health conscious, active life style?"

Answer #10: Examples might include, by way of example only, an advertisement for oversized sugar-sweetened beverages, or for fast food restaurants depicting foods high in saturated fats, etc. We will review each submission however to determine acceptability.

Question #11: Can you provide detail as to why the current contract is terminating on April 22, 2014? Is it simply expiring by its terms?

Answer #11: The current contract for advertising is expiring by its term on April 22, 2014. The termination date of April 22, 2014 was set to be concurrent with the term of the contract for the bike share operator.

Question #12: Does the IFB require pre-payment of the entire Fixed Fee upon execution of the contract? If so, would the City consider requiring pre-payment of the Fixed Fee on an annual or monthly basis? Respectfully submitted, pre-payment of the entire Fixed Fee is off-market. Moreover, requiring pre-payment of 100% of the Fixed Fee upon the execution of the contract will limit each proposer's ability to offer the highest Fixed Fee from this IFB.

Answer #12: Yes, the City requires pre-payment of the entire Fixed Fee upon execution of the contract. The City will not consider accepting annual or monthly installments for this fee.

Question #13: Have you considered using a Fixed Fee vs. a percentage of the Net Revenue on an Annual Basis? This would be closer to market for municipal advertising.

Answer #13: Yes, we considered a variety of options. The pre-payment in full option chosen by the City best matches the City's wishes.

Question #14: Would you be able to provide us with the details of the advertising revenues generated through 2012 by the current operator (Van Wagner)?

Answer #14: Please see answer to Question # 1.

Question #15: The current sponsorship with New Balance is ending when: in other words, will it continue through the term of this new contract/concession below for which you are issuing an RFP now?

Answer #15: The current sponsorship with New Balance ends in April 2014. The City of Boston is considering rebidding title sponsorship within the year.

CM FORM 15B

CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of CHSB's information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with 803 CMR 6.11 by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 6.11.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.

VII. BID PRICING SHEET

CITY OF BOSTON TRANSPORTATION DEPARTMENT
ADVERTISING SALES AND PLACEMENT SERVICES
FOR BIKE SHARE SYSTEM

BID FOR FIXED FEE

\$ 1,525,000
(Amount in Figures)

One Million Five Hundred Twenty Five Thousand Dollars Exactly
(Amount in Words)

PLEASE ATTACH THIS BID PRICING SHEET TO THE BID RESPONSE FORM, AT
PART VIII OF THIS IFB.

RFP #MAPC 2016 Bike Share

Addendum #3

Issued: Thu, Sep 8, 2016

Questions and Responses:

Q1. In Section 5.7.1 entitled "Option for Successful Respondent-Owned Model" is this clause of equipment ownership in lieu of revenue share only in the event the Respondent proposes an owned model? If not, in the event a Respondent proposes a City owned model, do the Cities maintain the option to have the Respondent own equipment despite the Respondent's desire not to?

Response:

In the event that the Respondent does not provide a Successful Respondent-owned option as part of its response, the selection committee will consider a solely municipally-owned model. Firm commitment for continued participation in the bicycle share system on behalf of some PMs may be dependent on the Respondent's adequate demonstration that title sponsorship dollars will adequately cover both operations fees and equipment expansion needs.

Q2. In the event Additional Municipalities require a Respondent owned model, will the Successful Respondent have the agency to accept or deny these business opportunities?

Response:

If an Additional Municipality requires a Successful Respondent Ownership Model, the Successful Respondent will have the agency to accept or deny these business opportunities, provided that the Successful Respondent is acting in the best interest of the system as a whole.

Q3. If the City chooses to implement e-assist bicycles, does the City intend on obtaining rights to connect to the electrical grid and bear costs of trenching?

Response:

The PMs have a preference for e-assist bicycles that do not require hard wiring and are powered via solar panels or other similar means.

Q4. In the event PMs and Additional Municipalities elect to shut-down operations for the winter, it is difficult to build this into our budget without knowing how many municipalities and how much equipment will ultimately require removal, storage, and reinstallation. Can the MAPC provide more guidance on expected municipalities who will shut down during the winter and number of stations?

Response:

Currently, only stations in the City of Cambridge remain operational year-round, and the City intends to maintain this schedule in the future.

For the City of Boston, approximately two-thirds of the system is off-street, meaning stations are on sidewalks, plazas, etc. The City intends for these stations to be operational for at least ten months of the year.

The remainder of the City of Boston's stations and stations in the Town of Brookline and City of Somerville are removed in late November and returned to the street in early- to mid-April, depending on weather. Stations in Brookline that are along the Boston Marathon route are redeployed later, after the Marathon is over. Over the course of the contract, the PMs are interested in keeping more stations operational for a longer period of time.

Q5. Please clarify what "Dock that releases bicycle directly to user" means in the Pricing Proposal Template. It's our understanding that the technology functions currently in this way.

Response:

Only a portion of the system currently functions this way. The majority of the system, manufactured by PBSC, requires the user to lift or pull the bicycle out of the dock. New docks, manufactured by 8D, release the bicycle directly to the user. These new docks are available in approximately 35 of the City of Boston's stations.

Q6. For budgeting and pricing purposes, please provide us with the list of current sponsorship agreements, their expiration dates, and the benefits they are to receive during their contract periods.

Response:

The complete list of existing sponsors and donors is available in Appendix I. The New Balance sponsorship is set to lapse on December 31, 2016. The sponsorship benefits includes logo presence on bicycles, stations, and the Hubway website.

Below is the information for sponsorships and donor agreements for the City of Cambridge and the City of Boston.

City of Cambridge:

Donors:

- MIT
- Harvard University
- Google
- CambridgeSide Galleria

- BioGen
- BioMed Realty
- EF Education First

There are no set end dates to these agreements.

Champion Benefits:

- Public acknowledgement on the station, bikes, website, and in other materials as per mutual agreement
- Station names will be relevant to the site and chosen by mutual agreement between the donor and the City
- Reduced membership rates for employees (same as corporate membership rates, without any co-pay requirement)

Mitigation Stations

The City of Cambridge also have development mitigation requirements. This does not confer benefits but does require that the stations remain where they are (minor adjustments may be allowed with City approval)

Existing:

- Forest City (Sydney Street)
- North Point (Brian Murphy Staircase)

Committed:

- 88 Ames Street
- MIT (3 stations)
- 88 CambridgePark Drive
- Discovery Park
- East Cambridge Courthouse (redevelopment)

City of Boston:

Sponsor Name	Contract Expiration Date (Month/Year)
Barr Foundation	12/2019
Beth Isreal Deaconess Medical Center	04/2017
Boston College	12/2019
Boston Global Investors	04/2017

Boston Properties	04/2017
Brigham and Women's	04/2017
Children's Hospital	04/2017
Colleges of the Fenway	12/2018
East Boston Neighborhood Health Center	12/2019
Gerding Edlen	12/2019
Ink Block	12/2018
Landmark - Samuels	04/2017
Northeastern University	04/2017
Procter and Gamble	04/2017
Saracen Properties	12/2019
Seaport Hotel	12/2016
State Street	12/2018
Tishman Speyer	12/2019
Trinity Financial	12/2020
Umass Boston	12/2019
Watermark Seaport	12/2019
Wentworth Institute of Technology	12/2019

Station sponsorship benefits are the same for all sponsors:

- Logo and "Sponsored by NAME" on station panel
- Logo on 10 bikes
- 10 free annual memberships
- Champion partner: employees/members can get memberships for \$50. No subsidy from corporation/organization needed.

The Barr Foundation and Boston College are grantors and do not receive the same benefits. They are recognized for their support on each station and the accompanying 10 bikes.