Request for Proposal

Bikeshare System

September 20, 2013

Important Dates

Pre-Proposal Questions Due (no later than):
3:00 p.m. EDT on Monday – September 30, 2013

Deadline for Receipt of Proposals:
3:00 p.m. EDT on Monday – October 14, 2013

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia
A. GENERAL INFORMATION

Request for Proposal ("RFP") Name: Bikeshare System
RFP Number: #FF092013
Issue Date: September 20, 2013

Brief Description: The University and its Department of Parking and Transportation seek a qualified firm (or firms) to provide a turn-key, public bicycle sharing system.

Preproposal Questions: All questions concerning this RFP should be sent to the buyer listed below no later than 3:00 p.m. EST on Monday, September 30, 2013 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 3:00 p.m. EST on Monday, October 14, 2013
Firms will send one original electronic copy their proposal(s), formatted in formatted in Microsoft ("MS") Word or as a Portable Document Format ("PDF") file, to the e-mail address listed in the contact information box below. Additionally, firms will also send one complete hard-copy version of their proposal(s) to the physical address listed in the contact information box below. The University reserves the right to reject proposals received after the stated due date and time.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Oral Presentations/Negotiations: Negotiations, if needed with University identified finalists, will be held on Tuesday, November 5, 2013, a date which is subject to adjustment by the University.

Expected Award Date: January 1, 2014

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER QUESTIONS (VIA E-MAIL ONLY) TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Frank F. Fountain
Email: fff3x@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Shannon Wampler, the University’s Senior Supplier Diversity Coordinator, at (434) 924-3173 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.
This RFP has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerf. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

**B. SCOPE OF GOODS & SERVICES**

The University and its Department of Parking and Transportation ("P&T") seek a qualified firm (or firms) to provide a turn-key, public bicycle sharing (“bikeshare”) system to include all applicable hardware, software, and bicycles (collectively, the "System") for the University to achieve the goals stated in this RFP.

The goal is to provide a balanced System, with minimal bicycle redistribution needed, that will offer a viable alternative transportation option. The System will be available for University students, staff, visitors, and members of the community with a targeted program launch date of Spring 2014.

The envisioned first phase of the System will be installed and launched with a minimum of 80 bikes. The coverage area of this standalone first phase will be along the central, roughly linear, transportation spine of the University, representing approximately 350 acres. Subsequent future phases may include expansion to all of Grounds (approximately 1,200 acres), and if designated, extension along the one mile east/west corridor that connects Grounds to downtown Charlottesville. As the program matures, additional expansion is envisioned into other areas within the City of Charlottesville. A general description map of the initial implementation zone is included in RFP Attachment 3, Proposed Docking Station Locations.

The University envisions a System that a.) will be owned and operated by the University, and b.) will not rely on sponsorships from external organizations as a primary funding source (the University's envisioned plan relies partially on membership and usage fees). The System should allow bicycles to be accessed both by annual members and visitors via a one-day or longer subscriptions. Users should be able to register online, through smartphone applications, and/or by some type of physical user interface such as a kiosk. The System should provide a comprehensive back-end operation to allow the University to monitor membership, bicycle distribution, bicycle usage, along with tracking of bicycle maintenance needs.

1. **System Information**
   Firms are encouraged to submit proposals for the System that meet the following highly preferred minimum requirements. Firms should provide a detailed description for each System requirement they are unable to meet:
   a. **Bicycles**
Bicycles should be durable and be able to be kept outside 365 days per year with minimal wear. Bicycles should be rust resistant.

• Bicycles should have fenders to protect users from tire spray.

• Bicycles should have a white light mounted on the front of the bike, and a red reflector mounted on the rear of the bike. A flashing red light is preferred. Lights whose energy is generated from the bike and lights that remain on during short stops are preferred.

• Bicycles should be a minimum of three gears.

• Bicycles should have reliable and intuitive braking systems.

• Bicycles should have either a bell or a horn.

• Bicycles should be tamper resistant and have puncture resistant tires.

• Bicycles should be uniform in nature. Bicycles should be marked consistently and be of the same model.

• Bicycles should be new.

• Bicycles should be one-size-fits all design with an adjustable seat. Seat post should be marked for various heights as a guide for the user. The user should not be able to remove the seat from the frame.

• Bicycles with a secondary lock to enable user to secure the bike while making stops during their reservation is preferred.

• Bicycles should have minimum warranty of two years on parts and manufacturing defects beginning upon system commissioning and acceptance by the University. Five year warranty is preferred.

• Please detail what tracking system [i.e. global positioning system ("GPS"), radio-frequency identification ("RFID"), etc.], if any, that your firm uses to track its bicycles.

b. Docking Stations (if applicable)

• Docking station(s) should be of the smallest feasible footprint and should not be permanent in nature.

• Docking station(s) should be solar (or otherwise independently) powered.

• Docking station(s) should have a user interface that allows for reservations, payments, and membership options. The user interface should also allow users to report maintenance issues.

• Docking station(s) should be new and uniform in nature. Stations should be marked consistently and be of the uniform model.

• Docking station(s) should have wireless connectivity be new.

• Docking station(s) user interface should include both written and other American’s with Disabilities Act ("ADA") compliant instructions.

• Please detail whether your firm proposed System can offer a customizable form of identification (i.e. the use of the existing University identification card and potentially the University's existing declining balance accounts).

c. Reporting Capabilities

• The System should be able to provide detailed reports as needed by the University. University personnel should be able to easily and quickly run reports on an ad-hoc basis.

• Report(s) showing utilization of bikes (overall usage, daily usage, usage by bike).

• Report(s) or interface showing current distribution of bikes.

• Report(s) showing total number of members with the ability to differentiate between daily/visitor users and annual users. Report(s) should be able to show growth over a set period of time defined by the University.
2. Pricing
   Essentially, the University has $350,000 to dedicate on the System currently. The University is interested in what firms are willing to offer within this budgetary parameter.

   Firms are encouraged to submit pricing that includes the following concepts:
   a. Pricing for a delivered, turn-key System to include all products and services needed for the initial phase of System implementation. Pricing should be itemized for each component of the System.
   b. Pricing (and/or a discount structure) for future potential expansion of the System; to include not only pricing for future University System expansion, but also pricing that will be available for System expansion into the City of Charlottesville itself (the "City"). This pricing should be made available to either City government and/or City/University identified partners willing to invest into future expansion of the System. Pricing should also be extended to other VASCUPP Member Institutions; in particular, Virginia Commonwealth University ("VCU") and George Mason University ("GMU").
   c. Pricing (and/or a discount structure) for replacement parts needed including the acquisition of additional bicycles.
   d. Pricing (and/or a discount structure) for any maintenance plans available for the System, including any additional software licensing costs.
   e. Pricing for any other products/services needed for seamless continued operation of the System.

3. Requested Information from Firms
   With respect the Scope of Goods and Services requested by the University, the University requests that firms provide the following additional information regarding their proposed System:
   a. Describe the scope of initial implementation including number of bicycles and recommended placement and number of stations (if applicable).
   b. Describe the proposed infrastructure and technology of the System.
   c. Provide a detailed description of the bicycles to be used, including manufacturing origin. Include information on any related hardware needed to operate and/or maintain the bicycles. Description should include information regarding the gearing, suspension, seat, branding, any onboard technology, and all other amenities (i.e. basket, bell, locks).
   e. Describe the System modularity and expansion capability for stations (if applicable), bicycles, and technology.
   f. Describe any bicycle redistribution protocols and hardware maintenance protocols.
   g. Provide a detailed description of how the System will function from a user’s perspective. This should include those seeking annual membership and those only needing a short term membership.
   h. Provide recommended pricing for membership levels and reservations based on the size of the system and the University’s population as indicated in RFP Attachment 4, University of Virginia Profile.
   i. Provide recommendations on what equipment and level of staffing would be required to sustain the System.
j. Describe any safety recommendations, communication, or initiatives that would be included in this System.
k. Describe all reporting features available to the University (i.e. system utilization, bike distribution, customer feedback, membership levels).
l. Any power requirements and any proposed use of solar power.
m. Provide documentation affirming compliance with all Payment Card Industry Data Security Standards ("PCI-DSS").
n. Describe compliance with ADA.
o. Describe any information (i.e. safety, way finding) to be placed on bicycle and/or at docking stations (if applicable).
p. Describe what types of marketing assistance will be provided.
q. Describe all mobile applications available for the System.
r. Describe what types of websites will be provided, if any. Include what services will be provided (i.e. membership sign-ups, safety recommendations, system map, etc.).
s. Describe what type of customer service support will be provided to the University.
t. Describe the firm's approach to station permitting and installation on public right-of-way and private property (if applicable).
u. Provide an estimated implementation timeframe from after an award would be issued.
v. Warranty parameters of the System and/or System components.

C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the products as described in the Scope of Good and Services section;
2. The firm’s experience in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients;
3. The firm’s price proposal; and
4. The firm’s Small, Woman-owned and Minority-owned ("SWAM") or Disadvantaged Business Enterprise ("DBE") business status and/or the firm’s plan for utilization of SWAM/DBE businesses.

It is the policy of the Virginia Department of Transportation ("VDOT") that DBEs as defined in 49 CFR Part 26 (see Appendix C) will have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms are maintained on their web site (http://www.dmbe.state.va.us/) under the DBE Directory of Certified Vendors. Firms are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the firm intends to subcontract a portion of the services on the project, the firm is encouraged to seek out and consider DBEs as potential sub-consultants. The firm is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a firm and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. VDOT believes that these services support 10% DBE participation.
Any questions related to SWAM business and SWAM subcontracting opportunities can be
directed to Les Haughton, Director of Supplier Diversity, at (434) 924-7174 or
lh7sn@virginia.edu. For more information about SWAM and the University’s SWAM plan, please
see the letter in Attachment 1 and refer to the following site:

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of
capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of
content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a
complete and effective proposal are not desired and may be construed as an indication of a
firm’s lack of cost consciousness.

Elaborate artwork, expensive paper and bindings, and expensive visual and other
presentation aids are neither necessary nor desired.

Firms should provide the following information:

1. A detailed description and the full specifications of the product/equipment proposed. Each firm
will indicate in its proposal the firm’s ability to achieve/comply with each specification. In the
event that the firm wishes to propose an alternate specification that, in any way, differs from the
above specifications, the firm will detail the proposed change(s) and how the proposed change
would compare to the listed specification. Proposals will be formatted in such a way to address
each of the above specifications in a line-by-line process.

2. A brief history of the firm and its experience, qualifications and success in providing the type of
product requested.

3. The estimated ship date of the product from the time of the order (i.e., 10 wks after order)

4. Information on the warranty associated with the product the firm is proposing and any extended
warranty (include the price) that might be available.

5. The firm’s proposed price / fee for providing the Goods and Services, to include shipping charges
(the University’s shipping terms are FOB Destination).

6. At least three references where similar goods and/or services have been provided. Include the
name of the firm / organization, the complete mailing address, and the name of the contact person
and telephone number.

7. The firm’s SWAM businesses status and/or how the firm intends to utilize SWAM firms in
regards to this particular procurement.

8. Provide a list of institutions of higher education with which the firm has signed a term contract.

9. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list
of the VASCUPP Members can be found at https://vascupp.org

10. Complete and return the information requested in Attachment 2, Firm Information.
Virginia Freedom of Information Act

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted.

*If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.*

E. TERMS AND CONDITIONS

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)

- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.


**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

Additional Preferred Contractual Provisions:

1. **Notice of Federal Funding**
   This RFP is utilizing Federal Surface Transportation Act funds, administered through the Transportation Enhancement Program at the state level by the Commonwealth Transportation Board and at the Federal level by the United States Department of Transportation - Federal Highway Administration ("FHWA"), and is also subject to the additional parameters detailed in RFP Attachment 5, Title VI Assurance.

2. **Insurance**
   Listed below is the insurance the Selected Firm should maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

   **Commercial General Liability:**
   The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $3,000,000 aggregate with coverage for the following:
   
   `{X} Premises/Operations  {X} Products/Completed Operations
   `{X} Contractual        {X} Independent Contractors
   `{X} Additional Insured*  

   **Automobile Insurance:**
   The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.
   
   `{X} Any Automobile   `{X} Owned and Non-Owned Automobiles

   **Errors and Omissions:**
   The Selected Firm and any Subcontractor will maintain a minimum Limit of Liability Insurance of $2,000,000 per claim for professional errors and omissions covering the services as set forth in this RFP, particularly as it relates to any consulting or IT services.

   *Additional Insured:
   The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

3. **Formation of the Agreement with the Selected Firm**
   All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in
its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm, as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.

4. Confidentiality
All firms responding to this RFP represent and confirm that the contents of the firm’s proposal(s) and any resulting Agreement are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

5. Account Manager
The Selected Firm agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the resulting agreement.

6. System Acceptance
“System Acceptance” will encompass testing and observation of the fully functional and operational product. The University’s Contract Administrator will determine if the product specifications have been met, shortly after installation and integration of the product. Warranty will begin as of the date of Product Acceptance. In the event that the University does not accept the product, the University may elect to require the Selected Firm to provide a replacement product or terminate the Agreement.
The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to Product Acceptance; however, that in the event of a dispute regarding any material aspect of Product Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in the Procedure for Resolution of Contractual Claims will be followed.

7. Data and Intellectual Property Protection

1. Definitions
   a. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
   b. “End User” means the individuals authorized by the University to access and use the Services provided by the Selected Firm under this Agreement.
   c. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
   d. “Securely Destroy” means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
   e. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
   f. “Services” means any goods or services acquired by the University of Virginia from the Selected Firm.
   g. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data
The parties agree that as between them, all rights including all intellectual property rights in and to University Data will remain the exclusive property of the University, and the Selected Firm has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in this Agreement.
3. Intellectual Property Rights/Disclosure
   a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
   b. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. The Selected Firm agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from this Agreement, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights.
   c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy
   a. The Selected Firm will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law. University Data will not be stored outside the United States without prior written consent from the University.
   b. The Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill the Selected Firm’s obligations under this Agreement. The Selected Firm will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
   c. If the Selected Firm will have access to the University’s Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm agrees to abide by the limitations and requirements imposed on school officials. The Selected Firm will use the Education records only for the purpose of fulfilling its duties under this Agreement for University’s and its End User’s benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

5. Data Security
   a. The Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Selected Firm’s own data of a similar type, and in no event less than
reasonable in view of the type and nature of the data involved. Without limiting the foregoing, The Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.

b. The Selected Firm will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

6. Employee Background Checks and Qualifications
   a. The Selected Firm will ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement including but not limited to all terms relating to data and intellectual property protection.
   b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University’s financial statements, the Selected Firm will perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Data Authenticity and Integrity
   The Selected Firm will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach
   a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Selected Firm will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, the Selected Firm will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
   b. Liability. In addition to any other remedies available to the University under law or equity, the Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal
fees, audit costs, fines, and other fees imposed by regulatory agencies or
contracting partners as a result of the Security Breach.

9. Response to Legal Orders, Demands or Requests for Data
   a. Except as otherwise expressly prohibited by law, the Selected Firm will:
      • immediately notify the University of any subpoenas, warrants, or other legal
        orders, demands or requests received by the Selected Firm seeking
        University Data;
      • consult with the University regarding its response;
      • cooperate with the University’s reasonable requests in connection with
        efforts by the University to intervene and quash or modify the legal order,
        demand or request; and
      • upon the University’s request, provide the University with a copy of its
        response.
   b. If the University receives a subpoena, warrant, or other legal order, demand
      (including request pursuant to the Virginia Freedom of Information Act) or request
      seeking University Data maintained by the Selected Firm, the University will
      promptly provide a copy to the Selected Firm. The Selected Firm will promptly
      supply the University with copies of data required for the University to respond,
      and will cooperate with the University’s reasonable requests in connection with its
      response.

10. Data Transfer Upon Termination or Expiration
   a. Upon termination or expiration of this Agreement, the Selected Firm will ensure
      that all University Data are securely returned or destroyed as directed by the
      University in its sole discretion. Transfer to the University or a third party
      designated by the University will occur within a reasonable period of time, and
      without significant interruption in service. The Selected Firm will ensure that such
      transfer/migration uses facilities and methods that are compatible with the relevant
      systems of the University or its transferee, and to the extent technologically
      feasible, that the University will have reasonable access to University Data during
      the transition. In the event that the University requests destruction of its data, the
      Selected Firm agrees to Securely Destroy all data in its possession and in the
      possession of any subcontractors or agents to which the Selected Firm might have
      transferred University data. The Selected Firm agrees to provide documentation of
      data destruction to the University.
   b. The Selected Firm will notify the University of impending cessation of its business
      and any contingency plans. This includes immediate transfer of any previously
      escrowed assets and data and providing the University access to the Selected
      Firm’s facilities to remove and destroy University-owned assets and data. The
      Selected Firm will implement its exit plan and take all necessary actions to ensure a
      smooth transition of service with minimal disruption to the University. The
      Selected Firm will also provide a full inventory and configuration of servers,
      routers, other hardware, and software involved in service delivery along with
      supporting documentation, indicating which if any of these are owned by or
      dedicated to the University. The Selected Firm will work closely with its successor
      to ensure a successful transition to the new equipment, with minimal downtime and
      effect on the University, all such work to be coordinated and performed in advance
      of the formal, final transition date.

The Selected Firm’s obligations under this section will survive termination of any
Agreement resulting from this RFP until all University Data has been returned or Securely Destroyed.

11. Audits
   a. The University reserves the right in its sole discretion to perform audits of the Selected Firm at the University’s expense to ensure compliance with the terms of this Agreement. The Selected Firm will reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.
   b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University’s financial statements, the Selected Firm will at its expense conduct or have conducted at least annually a
      • American Institute of CPAs Service Organization Controls (SOC) Type II audit or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm’s security policies, procedures and controls;
      • vulnerability scan, performed by a scanner approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
      • formal penetration test, performed by a process and qualified personnel approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
      Additionally, the Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at University expense, the Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

8. Institutional Branding
   Each party will have the right to use the other party’s Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party’s Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

9. Compliance
   a. The Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Selected Firm upon request.
   b. The Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Selected Firm, including but not limited to: the Family Educational
Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

10. No End User Agreements
The Agreement that results from this RFP will be the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
**Attachment 2**

**Firm Information**

**Full Legal Name** *(Company name as it appears with its Federal Taxpayer Number)*:

Address:

Telephone Number:       FAX Number:
Web Address:
Email Address:

DUNS Number:

**SWAM Information:**

Is the firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):

☐ Yes ☐ No

- Minority-Owned Business: ☐ Yes ☐ No
- Women-Owned Business: ☐ Yes ☐ No
- Small-Owned Business: ☐ Yes ☐ No

Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)?

☐ Yes ☐ No

**Point of Contact for this Proposal:**

Name:
Address:

Office No.       Mobile No.       FAX No.

Email Address:
Attachment 3
Proposed Docking Station Locations
Attachment 4
University of Virginia Profile

Location: Charlottesville-Albemarle Statistical Area (Population Estimate 201,559)

Mean Temperature: 56.9°F
Average Rainfall: 44.34”

UVa Student Enrollment:
14,591 Undergraduates
6,515 Graduates
21,106 Total on Grounds

Percent Living on Grounds: 42.1%
Average Undergraduate Age: 20 years
Male/Female: 55% female, 45% male

Academic Faculty/Staff: 7,979
Health System Faculty/Staff: 5,578
Average Daytime Population on Grounds: 35,000

Mileage of Roadway under University Control: 12.8 miles
Mileage of Bike Lanes: 2.8 miles
Mileage of Share Lane Markings: .68 miles
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of any Agreement resulting from this RFP, the Selected Firm, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance with Regulations:
The Selected Firm will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and will be part of any Agreement resulting from this RFP.

b. Nondiscrimination:
The Selected Firm, with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Selected Firm will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services cover a program set forth in Appendix B of the Regulations.

c. Solicitations for Subconsultants:
In all solicitations, either by competitive bidding or negotiation made by the Selected Firm for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier will be notified by the Selected Firm of the Selected Firm’s obligations under this Agreement.

d. Information and Reports:
The Selected Firm will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Selected Firm is in the exclusive possession of another who fails or refuses to furnish this information, the Selected Firm will so certify to VDOT, or FHWA as appropriate, and will set forth what efforts it has made to obtain the information. Selected Firms and subconsultants with fifteen (15) or more employees will submit an updated Title VI Evaluation Report (EEO-D2) annually as long as the Selected Firm or subconsultant is performing in accordance with this Agreement. Title VI Evaluation Reports should be submitted to Virginia Department of Transportation, Civil Rights Division, Title VI Specialist, 1401 Richmond, VA 23219

e. Sanctions for Noncompliance:
In the event of the Selected Firm’s noncompliance with the nondiscrimination provisions of this Agreement, VDOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to:
1. withholding of payments to the Selected Firm under this Agreement until the Selected Firm complies, and/or
2. cancellation, termination or suspension of this Agreement, in whole or in part.
f. Incorporation of Provisions:
The Selected Firm will include the provisions of paragraphs “a” through “f” in every subcontract of $10,000 or more, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Selected Firm will take such action with respect to any subcontractor or procurement as VDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the Selected Firm becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Selected Firm may request VDOT to enter into such litigation to protect the interests of VDOT and, in addition, the Selected Firm may request the United States to enter into such litigation to protect the interests of the United States.