REQUEST FOR PROPOSAL

Downtown St. Louis Public Commuter Bicycle Station

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1.0. INFORMATION FOR RESPONDENTS.

1.1. Purpose and Intent.

This Request for Proposal ("RFP") for an operator for the Downtown St. Louis Public Commuter Bicycle Station is issued on behalf of The City of St. Louis, Missouri (the "City").

The purpose of this RFP is to solicit sealed proposals for the purpose of hiring a qualified person or firm to operate the Downtown St. Louis Public Commuter Bicycle station. The term of the concession contact would be for one (1) year with an option to renew and renegotiate terms for up to an additional two (2) two (2) year periods.

The intent of this RFP is to award a contract to the respondent whose proposal, conforming to this RFP, is most advantageous to the City. The City reserves the right to award the contract resulting from this RFP to a respondent, as required and appropriate to meet the needs of the City.

1.2. Background

The City currently leases a building at 1011 Locust Street, St. Louis, MO 63101, which contains a Downtown St. Louis Public Commuter Bicycle Station. The City would like to contract with an operator to manage the Station.

The City and The Downtown St. Louis Community Improvement District, Inc. (CID) would subsidize a portion of the operation of the Bike Station for the first one year period. Thereafter, the subsidies would decrease, with the eventual continued funding being provided solely by the operator.

Therefore, the City is requesting proposals from qualified and experienced operators.

1.3. RFP Timeline.

1.3.1. Question and Answer Period.

The City will accept written questions via U.S. Mail or e-mail. Questions should be directed to the following individual:

Mr. Gary Bess
Director of Parks, Recreation & Forestry
5600 Clayton in Forest Park
St. Louis, Missouri 63110
Tel: 314-289-5371
e-mail: Bessg@stlouis-mo.gov

Questions must be received no later than September 14, 2012. The City will maintain a list of all entities requesting copies of the RFP and shall ensure that copies of all questions and responses thereto shall be made available to each entity on such list. Contact with committee members other than Gary Bess is strictly prohibited.

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. The City will respond in writing to each contact and/or question. Short *procedural* inquiries may be accepted by telephone by the City; however, oral explanations or instructions given over the telephone shall not be binding upon the City. Other than short procedural inquiries made by telephone, respondents shall **not** contact the City directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the respondent's proposal.

1.3.2. Submission of Proposal.

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals received after this deadline will not be accepted. **THE DATE, TIME AND LOCATION ARE:**

Date:	**WEDNESDAY, SEPTEMBER 19, 2012**
Time:	**4:00 P.M.**
Location:	**DEPARTMENT OF PARKS, RECREATION & FORESTRY** **5600 CLAYTON IN FOREST PARK** **ST LOUIS, MO 63110**

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR DOWNTOWN ST. LOUIS PUBLIC COMMUTER BICYCLE STATION.** Proposals submitted via e-mail or facsimile will not be accepted.

Each respondent must submit **one (1) sealed, complete, ORIGINAL proposal.** Each respondent must also submit **seven (7) sealed, full, complete and exact copies** of the original. It is suggested that the respondent make and retain a copy of its proposal.

Proposals provided in any other manner are not valid and will not be considered. Proposals may be mailed or delivered personally but must be received by the point of contact listed in this Section of this RFP by the deadline listed in this Section. Proposals received late will be returned unopened. Respondents shall assume full responsibility for timely delivery of proposals at the designated location.

1.4 Representations of Respondents

In submitting a proposal, each respondent represents that:

1) he or she has read and understands the RFP and that the proposal is submitted in accordance therewith;
2) the proposal has been prepared independently without collusion with any other person or firm for the purpose of restricting competition;
3) he or she has not employed or retained, paid or agreed to pay any fee, commission or percentage to any person or firm (other than a full time employee working solely for the respondent) to solicit or secure this contract.

2.0. SCOPE OF WORK.

2.1 Background.

The City is interested in receiving sealed proposals for the purpose of awarding a contract to a firm or organization to provide for the operation of the Downtown St. Louis Public Commuter Bicycle Station.

2.2. Scope of Services

The City will:

- Provide the facility located at 1011 Locust Street, St. Louis, MO 63101
- Depending upon the proposals received, the City is prepared to provide no more than $20,000 in the first year, of which the Parks Department will contribute $5,000, payable in quarterly installments
- Retain the right to review the reasonableness of fees and sponsorship deals
- Review and approve all new events created to support the operation of the station
- Approve signage, advertising, etc

The Downtown St. Louis Community Improvement District, Inc. (CID) will:

- Depending upon the proposals received, the Downtown CID is prepared to provide no more than $20,000 in the first year, payable on a quarterly basis
- Provide janitorial services for the length of the contract (valued at $6,500 annually)
- Review all new events created to support the operation of the station
- Review signage, advertising, etc.

The Operator shall:

- Represent the Downtown Bicycle Station:
  1. Answer all inquiries that are generated on-site
  2. Facilitate membership enrollment
  3. Provide on-site assistance
  4. Ensure security measures are working properly including key fob system which interfaces with membership

- Maintain Facility:
  1. Work with CID regarding daily deep cleaning of bathrooms/locker room
  2. Fill out daily maintenance log
  3. Keep bike racks and lockers in working order
  4. Provide daily towel service on a fee based system, or otherwise
  5. Provide and maintain relevant equipment as determined in consultation with the City to be relevant and appropriate

- Liaison to the City:
  1. Report problems via e-mail
  2. Maintain a record of all of the issues and incidents
  3. Call for assistance when necessary
  4. Identify potential concerns or issues before they arise
  5. Meet with City staff, or the City's designee, on a routine basis

- Market the Downtown Bicycle Station:
  1. Secure and maintain partnerships with key constituencies in the community
  2. Market and promote membership/use of the station to the community-at-large
  3. Market and promote membership/use of the station to the corporate community, particularly major employers and companies located Downtown.

- Increase the Downtown Bicycle Station's exposure through programming and activities including:
  1. Earned media (electronic, print, social media)
  2. Events that attract diverse cycling audiences (beginner to advanced)
  3. Active membership and users

- Effectively Manage Membership Program
  1. Maintain and increase membership revenues and numbers
  2. Work with the City in capturing membership information and coordinating this information with the Bicycle Station's security technology on an on-going basis
  3. Ensure member satisfaction
  4. Determine most effective membership renewal process, and ensure only paid members in good standing have active key fobs in any given month
  5. Maintain membership page on the website
  6. Report membership statistics to the City on a monthly basis

- Secure additional funding to support station operations
  1. Develop and manage a sponsorship and advertising program in support of the Downtown Bicycle Station.
  2. Solicit and secure additional funding partnerships, user fees, grants, donations, and earned revenues from events, promotional and marking efforts

- Pay the rent and the utilities for the facility

- Retain all membership fees, sponsorship, advertising and event income

- Provide insurance – Worker's Compensation (in the amount required by the Statutes of Missouri); Comprehensive General Liability – Bodily Injury and Property Damage $1M each occurrence - $2M general aggregate. The City of St. Louis shall be listed as an additional insured.

3.0 QUALIFICATIONS AND PROPOSAL

3.1 The successful respondent shall be qualified to provide professional management, operations and marketing services for the Downtown St. Louis Public Commuter Bicycle Station and have the financial capacity, experience, and ability to perform said services. In the latter regard, submit with your proposal, financial statements including net worth for the past one (1) year and resumes of your proposed management/operating staff.

The proposal should contain the following:

A. Detailed information regarding the prior experience of the applicant in the operation of a bicycle station or similar facility.

B. Detailed first year budget outlining specific personnel and overhead costs.

C. Detailed information regarding respondent's experience and success with generating income exclusive of grants (advertising, sponsorship, events revenue, etc.)

D. Detailed information regarding staff's unique qualifications in the operation of a bike station

E. Detailed information regarding how firm is uniquely positioned to best provide the services outlined in Scope of Services.

F. A detailed business plan for the operation of the Downtown Bicycle Station, including proposed charges, fund-raising events, etc.

In addition to addressing items A through F above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

1. Completion of Unauthorized Alien Employees Affidavit (Appendix 1)

2. Statement of the company's ability to meet all requirements of the Americans with Disability Act (ADA)

3. Statement of the company's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.

4. Statement of the company's ability to meet all audit requirements as set forth in Section 5.6 of RFP.

5. Statement of the company's ability to meet all non-discrimination requirements as set forth in Section 5.11 of RFP.

4.0 SELECTION CRITERIA

4.1. Proposal Selection Committee.

The evaluation of proposals will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Department of Parks, Recreation and Forestry. The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Regulations established by the Board of Public Service.

4.2. Selection Criteria.

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following, unless inclusion in an appendix is more practical.

The Selection Committee will review proposals using the following criteria as a guide to determine which, if any, proposals are the most advantageous to the City's needs and which respondent is most qualified to provide the requested services:

A. Years of experience in operating a bike station or similar facility.

B. The qualifications and experience of the firm and its personnel to perform the requested services, as requested in this RFP.

C. Quality of Business Plan.

D. Quality of Marketing Plan.

E. Quality of Facility Maintenance Plan and Safety Program.

F. The experience and ability to immediately staff and operate the station by October 1, 2012

G. Value of reference information.

In addition to addressing items A. through G., above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

H. Completed Unauthorized Alien Employees Affidavit (Appendix 1)

I. Statement of the firm's ability to meet all requirements of the Americans with Disability Act (ADA).

J. Statement of the firm's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.

K. Statement of the firm's ability to meet all audit requirements.

L. Statement of the firm's ability to meet all non-discrimination requirements.

4.3 Rights

The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a response, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

The Selection Committee reserves the right to: 1) reject any and/or all proposals with or without cause, 2) request additional information from respondents as the City may deem necessary, 3) waive any and/or all non-material irregularities pertaining to this selection and/or the submission of responses, 4) disqualify any and/or all firms or respondents and reject any and/or all proposals

for failure to comply with this RFP or to promptly provide additional requested materials or information, and 5) cancel this RFP.

After the selection of a respondent to provide operation of the Downtown St. Louis Public Commuter Bicycle Station, the City and such respondent will endeavor to finalize a contract. If a mutually satisfactory contract is not arrived at within a reasonable period as determined by the City, in its sole discretion, the City reserves the right to terminate the selection process with that respondent and proceed to contract discussions with another respondent, or terminate the process altogether. This list of the City's rights is not all-inclusive.

The City will also appoint a monitor to monitor the contract on a regular basis.

5.0 **ADDITIONAL INFORMATION**.

5.1 Amended Proposals.

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials.

5.2. Right to Withdraw Proposal.

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.

5.3 Revisions to Proposal

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

5.4 Respondent Responsibility.

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

5.5 Cost Liability.

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.

5.6 Audits

The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the firm's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the firm's full compliance with contract documents. In those situations where the firm's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

5.7. Contents of Proposals.

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All Proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

5.8. No Obligation.

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by a fully executed written contract properly approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to obtaining a fully executed written contract.

5.9. Termination.

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

5.10. Governing Law.

This RFP, and any contract with a respondent that may result, shall be governed by the laws of the State of Missouri.

5.11 Nondiscrimination.

In connection with the contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither the firm nor anyone under the firm's control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.

5.12 Living Wage & Minority Participation

The selected contractor will be expected to comply with the City's Living Wage Ordinance No. 65597, and all respondents are encouraged to review this ordinance prior to making their submissions. The City is actively seeking participation by MBE and WBE firms and encourages those firms to submit proposals. The selected contractor shall make a good faith effort to maximize utilization of women and minority-owned businesses (W/MBE) in all of its activities under the resulting contract and shall comply with the Mayor's Executive Order No. 28, as or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE participation.

5.13 Americans with Disabilities Act (ADA).

In connection with the furnishing of goods and services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

5.14 Unauthorized Alien Employees.

As a condition for the award of the resulting contract, the selected contractor, shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix 2) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the resulting contract. The selected contractor shall also sign an affidavit (attached hereto as Appendix 2) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the resulting contract pursuant to the above-stated Statutes.

5.15 Subject to Appropriation.

Any contract that results from this RFP is subject to annual appropriation by the City. Any contract that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

5.16. Indemnification.

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of

issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

6.0 LICENSES AND PERMITS

The successful applicant must obtain and maintain a valid business license with the City of St. Louis, which is valid at the time of contract execution.

Appendix 1

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (**Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____. (**Contractor**)

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended.

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, _____ (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

_____
Notary Public

My Commission Expires: