REQUEST FOR PROPOSAL
CARSHERE PROGRAM

The San Francisco Community College District/City College of San Francisco, hereinafter referred to as the “District”, is seeking proposals from qualified bidders to implement a carshare program. This Request for Proposal (RFP) will provide interested bidders with sufficient information to prepare and submit proposals for consideration to the District.

Please submit five (5) copies of your response to this RFP in a sealed envelope clearly marked:

PROPOSAL – CarShare Program

by mail or hand delivery to: Stephen J. Herman
Chief Administrative Services Officer
San Francisco Community College District
33 Gough Street
San Francisco, CA 94103

Proposals must be received by 3:00 p.m., August 18, 2006. Proposals received after that time and date will not be considered.

Requests for clarification or additional information should be submitted in writing to the Chief Administrative Services Officer at the above address. Responses to all requests will be in writing as addenda to this RFP. Telephone questions are not encouraged, but may be permitted if they pertain only to mechanical aspects of the RFP process. Phone inquiries should be directed to Stephen J. Herman at (415) 241-2327. In any event, answers given to telephone questions will not be binding unless confirmed in writing by the Chief Administrative Services Officer or his designee.

Chief Administrative Services Officer
Stephen J. Herman
I. INTRODUCTION

In 2004, the District adopted a Facilities Master Plan which addresses the long-term development of the San Francisco City College campuses. In consideration of the terms and conditions of the Environmental Impact Report, the District adopted certain mitigation measures that serve as guidelines for future campus developments. In particular, in response to the issues of “Transportation and Circulation”, the District has established a “Transportation Demand Management” (TDM) program. One of the main goals of the TDM program is to reduce the number of auto trips to and from all campuses by faculty, staff and students. The establishment of a carshare program is being considered as one of the viable measures toward this goal. As a pilot project, the District wishes to consider implementing a program initially at the Ocean Campus and the Administrative Offices at Gough Street before the end of 2006.

II. GENERAL INFORMATION

The District is a two-year institution of higher education, one of 108 in the California Community Colleges system. It has nine campuses and numerous off-campus locations throughout the city, the main campus being located at intersection of Ocean and Phelan Avenues:

- Alemany Campus………………..750 Eddy Street
- Castro-Valencia Campus……120 Noe Street
- Chinatown/North Beach Campus… 940 Filbert Street
- Downtown Campus………………800 Mission Street
- Evans Campus………………….1400 Evans Street
- John Adams Campus……………1860 Hayes Street
- Mission Campus……………….106 Bartlett Street
- Ocean Campus………………….50 Phelan Avenue
- Southeast Campus……………Oakdale & Phelps Street

While most instructional programs are conducted at the nine campuses and numerous other off-campus locations, the District’s Business Office, Human Resources Department, and other administrative offices are located on Gough Street, San Francisco.

The District operates on a semester basis, with the Fall Semester beginning in mid-August and the Spring Semester ending near the end of May. A Summer Session of 6-8 weeks duration is normally held in the months of June and July. The District has an enrollment of about 90,000 full-time and part-time students [approximately 35,500 Full Time Equivalents (FTEs)].

A city map identifying the locations of all nine campuses is attached as Appendix A for your reference.
The following data will be of particular interest to potential bidders:

<table>
<thead>
<tr>
<th></th>
<th>Ocean Campus</th>
<th>33 Gough Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Students</td>
<td>42,000</td>
<td>200</td>
</tr>
<tr>
<td>No. of Faculty</td>
<td>1,260</td>
<td>17</td>
</tr>
<tr>
<td>No. of Support Staff</td>
<td>716</td>
<td>113</td>
</tr>
<tr>
<td>No. of Parking Spaces</td>
<td>2,618</td>
<td>61</td>
</tr>
<tr>
<td>Usage at Peak Hours</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

There has been no attempt to survey faculty and staff as to their likelihood of utilizing a carshare program, should one be established. Without specific program details, such surveys would not be reliable.

III. The Transportation Demand Management (TDM) Program

The potential implementation of a carshare program is only one of the measures of the TDM program for reducing the number of auto trips among campuses. Other elements of the program include the following:

- Public Transportation Access. All campuses are well served by the mass transit network. The District will conduct periodic surveys to identify and respond to transportation needs of faculty, staff and students.
- MUNI/BART Class Pass Program for Students. Discussions are underway with MUNI to establish a class pass program for students. The Class Pass, a sticker attached to student ID cards, would allow students to ride on MUNI 24 hours a day, 7 days a week. There will be further discussions and negotiations with MUNI.
- “Transit One” Program for Faculty and Staff. Transit One is a pre-tax transportation program which the District has contracted with AFLAC Insurance Company to manage for faculty and staff who use public transit systems. The goal is to encourage faculty and staff to switch from driving to using public transportation to work. Outreach programs are currently underway to increase participation.
- Shuttle Service. The District will continue to evaluate possible future use of shuttle services to support the public transportation system.
- Vanpooling. The District will continue to evaluate the possibility of promoting employee-sponsored vanpools.
- Parking Fees. Subject to Board of Trustees approval, daily permit parking fees on campus could be increased in the future as part of efforts to decrease demand for parking.
- Carpooling. The District is researching the possibility of developing a database to capture the travel modes of faculty, staff and students. The Parking and Transportation Committee will review the feasibility of designating parking spaces for carpoolers.
• Ride Share Program. The Parking and Transportation Committee continues to work with the Bay Area Regional Ride Share agency to promote the 511 Regional Rideshare Program. The program is a free service that connects commuters who live and work near each other so they can carpool, vanpool, or even bicycle together to work.

IV. LENGTH OF CONTRACT

This contract shall be for an initial period of twelve (12) months, beginning as soon as practicable, with a six-month optional review period by both parties. Subject to a review by the District through its designated committee or staff, the contract may be extended by mutual agreement for two (2) additional one (1) year periods. Terms and conditions of the extensions shall be determined at the time the extensions are granted.

V. SCOPE OF SERVICES

The District wishes to obtain from the successful bidder, hereinafter referred to as "Contractor", carsharing services that include but not limited to the following elements:

• One (1) pod at Gough Street and two (2) pods at Ocean Campus. Contractor may propose alternative configurations
• Reservation priority for District faculty and staff during peak business hours to be determined
• Discounts for faculty and staff usage
• Application fee waiver and deposit fee waiver, if any, for District enrollees
• Use of fuel and cost efficient model cars
• Potential pretax benefits for staff usage
• No insurance liability for the District

VI. SUBMISSION OF PROPOSALS

The District invites all interested bidders to submit proposals in response to this RFP to provide the desired services as listed in Section V above. All proposals should include the following and any other documents in support of the proposals:

• Official registered name and address of the firm
• Names of the principals of the firm
• Brief history of the firm, including the number of carshare programs currently in operation, both locally and nationally
• Potential benefits of program to the District
• Marketing plan for District program
• Respective roles of District and Contractor in program operations
• Expected average monthly break-even revenue for each pod operation
- Reimbursement to District: percentage of revenue or fixed amount per space
- Possible program enhancements beyond carshare operation

VII. AWARDING OF CONTRACT

- Financial considerations will not be the sole determining factor in evaluating the proposals. Proposals will be evaluated based on their overall quality, with the interest and welfare of the faculty, staff and students of the District being of prime importance.

- The overall business profile of bidders will be evaluated, including experience and track record in carshare program operations.

- The District may elect to interview selected bidders in the evaluation process.

- The District reserves the right to reject any or all proposals, to procure services by any other means and to modify the selection procedure or scope of the contract.

VIII. NONDISCRIMINATORY EMPLOYMENT PRACTICES

It is the policy of the District to provide equal employment and educational opportunity without regard to ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, marital status, medical conditions, gender identification, domestic partner status, AIDS/HIV status, status as a Vietnam-Era veteran, or status as a lesbian, gay, bisexual or transgender. These matters are reflective of Policy Manual Section 1.12 of the San Francisco Community College District, a copy of which is attached as Appendix B. Contractor agrees not to discriminate against any employee or applicant for employment because of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, marital status, medical conditions, gender identification, domestic partner status, AIDS/HIV status, status as a Vietnam-Era veteran, or status as a lesbian, gay, bisexual or transgender. To violate this agreement would constitute cause by which the contract could be immediately terminated by the District.

IX. PUBLIC LIABILITY AND DAMAGE INSURANCES

Throughout the term of this contract and any extension thereof, Contractor, at Contractor’s expense shall maintain an insurance policy issued by an insurance company satisfactory to and in a form approved by the Chief Administrative Services Officer, San Francisco Community College District. Said insurance company shall have a policyholder’s surplus of at least ten times the amount of the liability coverage under said policy.
Said policy shall afford liability insurance coverage of Contractor’s operations, including but not limited to, premises, products and personal injuries. Said policy shall be expanded to include contractual liability assumed under the agreement with respect to bodily injuries, personal injuries and property damage. Policy shall include the San Francisco Community College District, its Board of Trustees, officers, employees and agents as additional insured and shall stipulate that no other insurance effected by District will be called on to contribute to a loss covered thereunder. Said policy shall cover loss or liability for damages for bodily injury, personal injury, death, or property damage for a single limit of not less than one million dollars ($1,000,000) applying to bodily injuries, personal injuries, and damages in any one occurrence.

Policy shall provide that written notice of cancellation or of any material change therein, shall be delivered to the Chief Administrative Services Officer, San Francisco Community College District, 33 Gough Street, San Francisco, CA 94103, by the issuing company within thirty (30) days in advance of the effective date thereof. Contractor shall increase the aforesaid limit upon the written demand of the Chief Administrative Services Officer of the District provided that such increase is found reasonable and necessary by the District.

A certificate of insurance showing the required coverage and the endorsement of additional insured shall be delivered to the District, prior to the Contractor’s commencing service of this agreement. On a renewal anniversary of said policy, if the term of the agreement has been extended, District will accept a certificate of insurance from the insurance company indicating that the policy has been renewed without change.

X. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the District, its Board of Trustees, officers, employees and agents from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor’s performance of this Contract, including but not limited to, the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on District, its Board of Trustees, officers, employees and/or agents except to the extent that such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its Board of Trustees, officers, employees and/or agents. Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its Board of Trustees, officers, employees and agents from any claim, which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.
XI. BIDDER AS INDEPENDENT CONTRACTOR

Contractor agrees that Contractor is an independent contractor and not an employee of the District. As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes and workers’ compensation benefits which may be required for it or its employees. District shall not be liable to Contractor for any expenses paid or incurred by Contractor in the performance of this agreement unless otherwise agreed in writing. Contractor is not eligible for and shall not participate in any employer pensions, health, or other fringe benefits plan of the District.

XII. ASSIGNMENT

This contract or any interest therein may not be assigned without prior approval of the District.

XIII. GOVERNING LAW

Any agreement or contract between the District and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said agreement or contract shall be in San Francisco.
Appendix A: Campus Locations Map
Appendix B: SFCCD Policy Manual Section 1.12
Unlawful Discrimination Policy

As of December 19, 2002, the policy of the San Francisco Community College District regarding unlawful discrimination has been as follows:

Policy Manual 1.12 UNLAWFUL DISCRIMINATION POLICY

The policy of the San Francisco Community College District is to provide an educational and employment environment in which no person shall be unlawfully denied full and equal access to, the benefits of, or be unlawfully subjected to discrimination on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability in any program or activity that is administered by, funded directly by, or that receives any financial assistance from the State Chancellor or Board of Governors of the California Community Colleges. Nor shall any such persons be denied full and equal access to, the benefits of, or be subjected to discrimination on the basis of marital status, medical conditions, gender identity, domestic partner status, AIDS/HIV status, status as a Vietnam-Era veteran, or status as a lesbian, gay, bisexual, transgender or questioning person in any District program or activity.

The policy of the San Francisco Community College District is to provide an educational and employment environment free from unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment.

Employees, students, or other persons acting on behalf of the District who engage in unlawful discrimination as defined in this policy or by state or federal law may be subject to discipline, up to and including discharge, expulsion, or termination of contract.