



REQUEST FOR PROPOSALS

TULSA BIKE SHARE SYSTEM

RELEASE DATE: August 19th, 2016

Tulsa Bike Share invites Proposals from qualified firms or teams to provide design, construction, installation, operation, marketing and maintenance of a bike share system for an initial term of three years.

Optional Pre-Proposal Phone Conference: 2pm CST - Friday, August 26th, 2016

This meeting will also be available via conference call by calling (712) 775-7031, Access Code 534392#
Please advise of intent to attend to Jennifer Haddaway at jhaddaway@incog.org

Proposals must be received electronically and postmarked no later than 4:00 PM Central Time (CT) on September 30, 2016. Any Proposal received or postmarked after the date and time specified above will be rejected, considered non-responsive, and returned to the Proposer(s) unopened.

Questions may be submitted in writing no later than August 31, 2016 to Jennifer Haddaway by mail to INCOG, Two W 2nd Street, Ste 800, Tulsa, OK 74103, or by email to jhaddaway@incog.org. Addenda to this RFP, including responses to any questions and modifications will be posted on the Tulsa Bike Share website (tulsabikeshare.com) by September 9, 2016.

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(Appendices can be downloaded here: <http://tulsabikeshare.com/tulsa-bike-share-rfp/>)

APPENDIX A: SYSTEM REQUIREMENTS..... ERROR! BOOKMARK NOT DEFINED.

APPENDIX B: PERFORMANCE METRICS..... ERROR! BOOKMARK NOT DEFINED.

PROJECT OVERVIEW

I. About Tulsa Bike Share

Tulsa Bike Share is a not for profit corporation, established April 2016. It was established in partnership with Tulsa Tough, a 501c3 for the first three years of operations. The mission of Tulsa Bike Share is to transform our community by providing a high quality, convenient and affordable bicycle transit system that will connect people to more places where they live, work, and play in the region.

II. Purpose of Solicitation

The purpose of this solicitation is to select a contractor or team of contractors who will be responsible for all aspects procurement and launch, maintenance and operation, and financial and business management of a bike share system for an initial term of three years.

Responsive proposals must address the required elements presented in this RFP. However, Tulsa Bike Share does not seek to limit the creativity of the respondents. Therefore, respondents are encouraged to propose innovative business models, additional opportunities and technology advances as part of their proposal.

III. Bike Share System Background

In 2015, the Indian Nation Council of Governments (INCOG) adopted a long-range bicycle and pedestrian plan. Local and regional partners are building infrastructure that fosters bicycling as a mode of transportation, where cyclists feel comfortable and safe riding to destinations or for recreation. INCOG is a voluntary coalition of local governments and serves as the metropolitan planning organization (mpo) for the Tulsa region.

In tandem with the long-range bicycle and pedestrian plan, INCOG commissioned the development of a Tulsa Bike Share Strategic Business Plan ("System Plan"), which can be downloaded at this address: <http://tulsabikeshare.com/tulsa-bike-share-rfp/>. The study included a local context analysis to assess the Tulsa's unique challenges and opportunities; public and stakeholder engagement; financial analysis; and a recommended bike share system and business plan.

The study defined the size and service area of a potential bike share program in Tulsa and the proposed phasing plan. The results of this study are being used to guide station placement and the quantities of bicycles and stations requested for Phase 1 of the System.

A. Bike Share Governance Model

Tulsa Bike Share is developing a Bike Share System in Tulsa ("System") in partnership with the City of Tulsa, Tulsa Tough, INCOG, and other community partners.

Tulsa's bike share system will be implemented through a public/non-profit partnership between Tulsa Bike Share and INCOG. A Memorandum of Agreement has been developed that delineates each party's responsibilities and obligations to ensure a carefully structured and successful partnership. INCOG's role is to lead procurement, Federal grant management and compliance, and the financial management of Federal grant funding. Tulsa Bike Share's role is to oversee the successful implementation, operation, maintenance and eventual expansion of the system.

The Tulsa Bike Share's specific responsibilities include:

- Overall management of the project process, scope, schedule, deliverables and budget;
- Maintain ongoing communication with successful respondent(s) team, project stakeholders, and agency partners;
- Serve as project spokesperson to the media;
- Coordinate community outreach efforts, in partnership with the City of Tulsa and Respondent(s);
- Manage and execute station permitting and siting

The launch and oversight of the system will be a collaborative effort between the Executive Director of Tulsa Bike Share and the system operator. This System will be a non-profit owned, privately operated model in which Tulsa Bike Share owns the system equipment (including stations, bikes, and license to the operating software), while the contractor operates the system, collects revenues for Tulsa Bike Share (including membership fees and use fees) and receives compensation based on a monthly fee. The monthly fee may be based on a formula that incorporates factors such as monthly bikes in circulation plus performance-based, risk sharing incentives for membership and ridership.

B. Bike Share Capital and Operations Funding

The 2014 System Plan established a common work plan for bike share development among INCOG, the City of Tulsa, and regional and local partners. The stakeholder participation in that process laid the groundwork necessary to pursue public and private sector funding for bike share and to establish the governance structure outlined in this RFP. Key stakeholders understand their role in bike share and effective channels of communication exist for a streamlined and cost-efficient path to implementation.

To-date, INCOG has lead the effort to secure resources for implementation of the Tulsa Bike Share System. INCOG has already secured capital funds for Phase One (12 stations and 108 bikes). INCOG has also secured funding for the first year and committed to secure the next two years of operational costs, including administration and staffing costs of Tulsa Bike Share.

The selected operator will receive compensation based on a monthly fee. The monthly fee may be based on a formula that incorporates factors such as monthly bikes in circulation plus performance-based, risk sharing incentives for membership and ridership. The operator will be responsible for developing a financial plan that addresses capital funding to replace equipment as needed and for expansion to new locations and communities. Tulsa Bike Share and its local bike share partners will continue to work closely with and support the operator to address ongoing capital needs. It will be the sole responsibility of Tulsa Bike Share to solicit private

sponsorship of the system, and the ability to generate such revenue from System sponsor advertising will not be available to the Contractor.

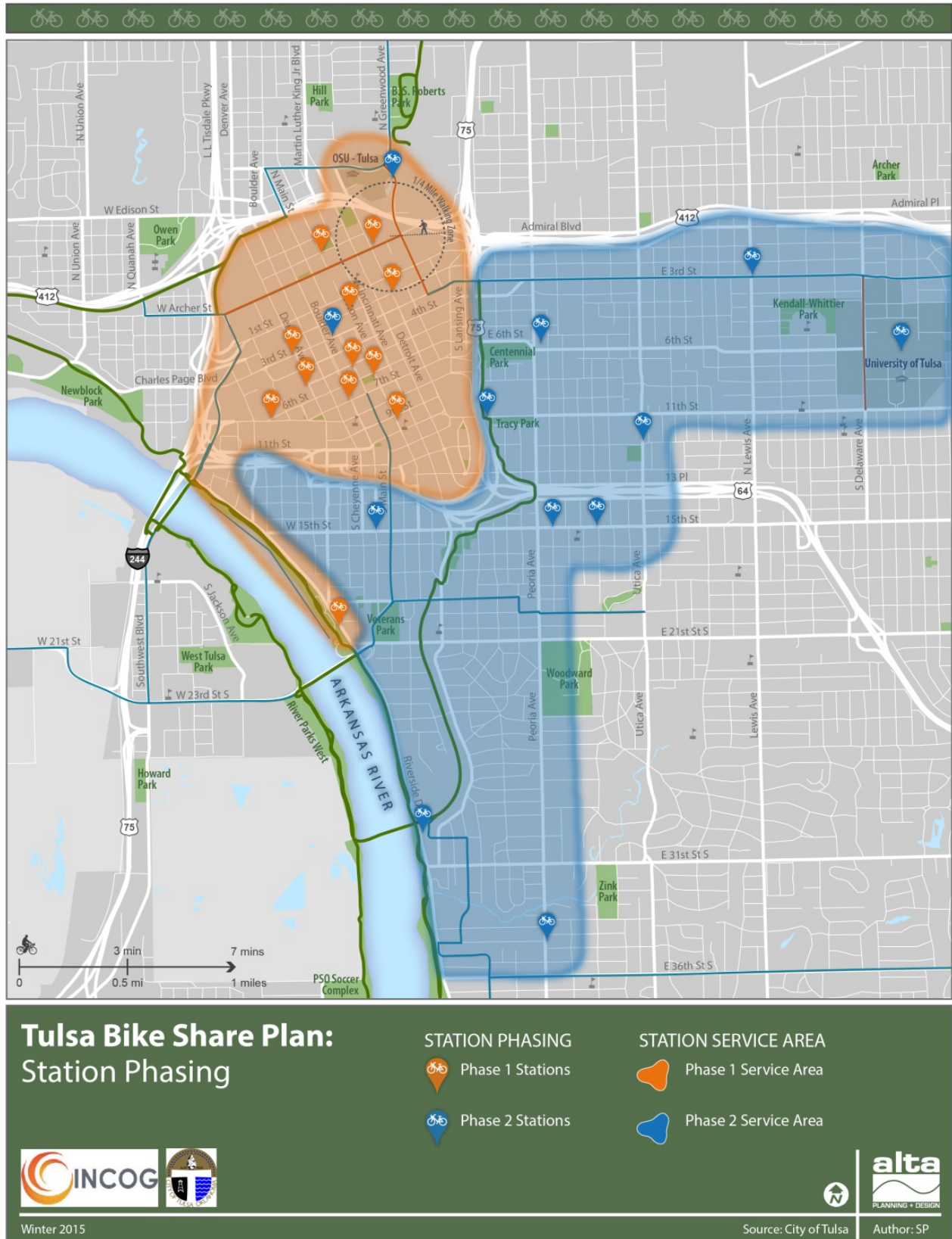
C. Bike Share Goals and Objectives

The goals and objectives for the System were identified in the 2014 Feasibility Study:

- Create a quality user experience with a convenient and easy-to-use system
- Enhance connections to the public transit network and park-and-ride lots
- Increase physical activity to benefit public health
- Promote travel to landmarks, parks, trails and shopping districts (among residents and visitors)
- Increase access to job opportunities and education
- Expand mobility options for low-income residents
- Improve connectivity between existing hubs of activity downtown and beyond
- Leverage bike share to help shift local culture towards multi-modal transportation

D. Bike Share Locations

The first phase of Tulsa's bicycle sharing system is proposed within Downtown Tulsa, with gradual expansion into adjacent neighborhoods over the next 3-5 years. In accordance with the Feasibility Study, the selected Contractor will work with Tulsa Bike Share to implement the TWELVE (12) PHASE 1 stations shown in Figure 1. Station locations for Phase 1 are represented by an orange pin symbol; stations will be placed within one block perimeter of where the pins are placed. The selected Contractor will work with Tulsa Bike Share to shape the growth of the program, and should anticipate a Phase 2 system expansion in Year 3, at the point of contract renewal. Phase 2 stations are not part of this request for proposals.



The feasibility study, completed in 2014, identified where Phase 1 stations are to be placed

SCOPE OF SERVICES

IV. Scope Overview

The selected contractor will be responsible for all aspects of the System of 12 stations and 108 bikes serving primarily Downtown Tulsa. The scope of the work to be performed is organized in the following three categories and is described in further detail in Appendix A:

- System Development, Procurement, Installation, & Launch
- System Maintenance and Operation
- Business & Financial Operations

The following are important notes related to the execution of the scope of work:

- The consultant will receive general direction from the Tulsa Bike Share Executive Director.
- It is expected that the system operator will be compensated for operating costs via contract with Tulsa Bike Share.
- The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work.
- The contractor must be capable of and responsible for planning and implementing expansion of the system to other parts of the city in the future as interest and funding permits.
- INCOG encourages technological, business model and programmatic innovation. Therefore, the respondent may adapt or change the following list as long as an explanation is included for omissions or additions.
- All physical infrastructure, intellectual property and data generated by the system shall be the sole property of Tulsa Bike Share.
- System Development, Procurement, Installation and Launch

V. Scope Detail

A. System Development, Procurement, Installation, and Launch

- 1. Procurement & System Ownership.** Procure (manufacture and/or purchase) and set-up entire *hardware and software* for front and back of house ongoing operations: including, but not limited to, all on street system components, and as well as supplies and equipment for office management, maintenance and distribution. Will include but may not be limited to initial equipment and spare parts, information technology equipment & software applications, licensing, upgrade assurances, and necessary warranties.
- 2. Maintenance and Office Facility.** Identify, secure and set up office and warehouse for operations, maintenance, repair, equipment storage and distribution, as well as for

business and financial affairs, customer service, public affairs, marketing and membership fulfillment.

3. **Hire Bike Share Staff.** Hire staff necessary to prepare and launch the System.
4. **Test installation.** Field test all integrated components of entire System prior to launch to satisfaction of Tulsa Bike Share. Identify and resolve problems and make improvements before launch, to the satisfaction of Tulsa Bike Share.
5. **Launch.** Plan and execute a high profile, timely, smooth and effective System launch.
6. **Public Relations.** Create a campaign, in collaboration with local partners that will build local enthusiasm for bike sharing ridership, membership and sponsorship by the time of the launch. Public Relations will include branding, marketing, traditional and social media and other public relations techniques.

B. System Maintenance and Operation

The contractor shall be responsible for ongoing reporting, customer service, accounting, complaint resolution, legal issues, maintenance and distribution associated with the System. Respondents shall propose and commit to a Service Level Agreement comprised of high level System Key Performance Indicators in their proposals. Details and schedules will be finalized in the contract negotiation process.

1. **Reporting.** At regular intervals contractor shall submit reports that track Key Performance Indicators. Reports should include the following information at a minimum:
 - a monthly public dashboard;
 - monthly management reports for Tulsa Bike Share Executive Director/Board that monitor System measures against agreed upon standards
 - monthly business/financial metrics
 - An annual report available to the public and interested stakeholders will also be required
2. **Open Data.** The contractor shall provide open content data that will allow third party developers to provide applications to assist users in finding bicycles, and stations, and comparing travel and usage information consistent with reports from other US systems, or provide within the proposal a justification for not offering open content data.
3. **Customer Service.** The contractor shall provide responsive and customer-friendly services that encourage repeat use including timely response to complaints. The contractor will be responsible for creating and managing excellent customer service standards and procedures. All System structures shall contain a conspicuously posted telephone number, to the contractor's customer service operations to which the public may direct complaints and comments, and instructions for filing a complaint. The Contractor shall provide a timely response to any such complaints. The Contractor shall provide a shared database in which SACOG can communicate complaints from the

public and from the City, and in which the Contractor can report the resolution of such complaints. For required customer service performance metrics, refer to Appendix B.

- 4. Maintenance and Repair.** Maintenance and repair responsibilities apply to all hardware and software components of the System. The contractor will be responsible for developing and implementing a regular inspection, maintenance and repair schedule that keeps the System in continuous compliance with all local regulations, partner contracts and warranty requirements. System maintenance shall include preventive maintenance, inspection and prompt repair or replacement of all System elements including but not limited to terminals, signs, bicycles, bicycle components, concrete or asphalt beneath stations, solar panels, website, operating system and all software. It will also include inspecting, cleaning and removing graffiti from System structures on a timely basis, as well as removal of debris in and around the System structures. For required maintenance and repair performance metrics, refer to Appendix B.
- 5. System Balancing.** Monitor the location of each bicycle and, if applicable, the status of each station and dock. Continuously and predictably redistribute bicycles so that System complies with required service metrics specified in Appendix B, which will result in a consistent availability of bikes throughout the service area.
- 6. Adaptive Website Design.** Design, maintain, and host a bike share website that promotes the program and allows users to register, submit credit card data, and execute a user agreement. Provide and display web pages correctly on all major web browsers and mobile devices/formats.

Provide a system to track bicycle and, if applicable, station and dock status. Populate interactive map with location and status of bicycles throughout service delivery area along with optional address and directions, and transit information. The contractor shall use the General Bike Share Feed Specification (GBFS), a standardized data feed for bike share system availability. Provide iOS and Android App with real-time map updates to allow users to locate stations and status of bicycles. For required website performance metrics, refer to Appendix B.
- 7. Safety.** Provision of safety information to promote safe riding habits, including use of helmets.
- 8. Branding, Marketing, and Public Relations.** Contractor in collaboration with the Tulsa Bike Share Executive Director will oversee branding, marketing, membership sales and public relations.
- 9. Performance Outcomes and Service Level Agreements.** The Contractor must meet Service Level Agreements (“SLA”), as committed to in contract negotiations and outlined in Appendix B.

C. Business Financial Operations

1. **Organizational Development.** Design and set up a business organization that is capable of completing *all* tasks in this scope of work. This will include office and warehouse setup, staffing, administrative and office systems, risk management, legal compliance (including preparation of all waivers, legal disclaimers, etc.), accounting and reporting systems, policy, manuals, user rules and regulations, payroll, HR systems and other activities and systems as needed.
2. **Registration.** Provide and maintain in full operation a web page to register, submit credit card data, and execute a user agreement. After registration, members should be able to immediately access a bike. Membership of various durations (such as 30 minutes, hourly, daily, weekly, and/or monthly) shall be available.
3. **Walk-Up Utilization.** Allow one-time use by walk-up registration at all or designated stations or through cell phone registration. Walk-up renters shall be able to register, submit credit card data, and execute a user agreement.
4. **Secure Financial Transactions.** Complete secure financial transactions with data input at the web page, through terminals or by mobile device. Financial data must be held securely in a manner that complies with all laws, and only accessible to authorized personnel. The Contractor shall develop a robust security policy. The Contractor must ensure that its security policy is enforced, report any breaches to Tulsa Bike Share and develop a corrective plan to prevent future breaches. The method for protecting financial data, user names, and addresses, must be Payment Card Industry (PCI) compliant.
5. **Fee Collection.** Provide the capability to track whether bicycles are returned during a specified period and accurately assess overtime fees. Accurately assess and collect fees for failure to return any bicycle within 24 hours or an established time period and clearly communicate rules to users.

Successful respondents will submit a proposed fare structure(s). The following fare structure was developed in the feasibility study:

System	Usage Fees (cumulative)				Each 30 minutes thereafter	Max 24-hour charge	Out of Hub Fee
	0-30 min	30-60 min	60-90 min	90-120 min			
Tulsa (Member)	\$0	\$1.50	\$4.50	\$10.50	\$6.00	\$80	\$2
Tulsa (Casual)	\$0	\$2.00	\$6.00	\$14.00	\$8.00	\$100	\$3

Successful respondents must verify they will use this fare structure or propose an alternate fare structure. If an alternate fare structure is proposed, respondents must provide information as to why an alternative was used.

6. **Revenue.** All revenues, including membership fees, use fees, and revenue from other sources, shall be collected by the Contractor on behalf of Tulsa Bike Share and returned to Tulsa Bike Share. The Contractor shall be responsible for all revenue from the time it is collected until the time it is deposited to Tulsa Bike Share accounts.
7. **Records.** In addition to Service Level Agreement reports, contractor shall maintain additional business related, accounting and customer service related records and make them available to Tulsa Bike Share on appropriate notice for inspection and auditing.
8. **Billing and Compensation.** The Contractor shall submit invoices to Tulsa Bike Share for service, operation, maintenance, and repairs and all related expenses based on an agreed upon schedule.
9. **Regular Operations Review.** The Contractor will routinely review periodic reports, maps, and data, as well as ridership, fee structure, and trip and route data. Contractor shall develop recommendations that promote use of the system, promote closer coordination with Bike Share System partners, and reduce or eliminate any operating deficits. Any such recommendations will be circulated among bike share system partners for complementary bicycle or pedestrian infrastructure or transit service improvements.
10. **Risk Management.** The contractor shall research, purchase and manage all necessary insurance policies needed to protect all people and property related to the System. Required liability elements are specified in Appendix A.C.1.

D. Capital Needs

Capital needs include 108 custom bike share bicycles and 12 custom bike share stations. The stations are comprised of:

- *Terminal:* The computer that keeps track of transactions and its support or stand
- *Hub:* Contains the racks that hold the bicycles
- *Sign:* Signage alerting people to the presence of the bike station, location maps and advertisements

Appendix A details required and preferred elements for all capital needs. These elements are technology neutral. Although there is a preference for a hub/dock based System, the required and desired elements do not preclude the use smart bikes or electronic assist bikes.

VI. Anticipated Timeline

Questions regarding clarification of the RFP must be submitted in writing on or before the deadline noted in the timeline below. Any written questions should be directed to Jennifer Haddaway, Tulsa TRC Coordinator, at jhaddaway@incog.org.

August 19, 2016	Issue Request for Proposals
August 31, 2016	RFP Questions due to INCOG
September 2, 2016	INCOG to post responses to questions

September 30, 2016	Closing date for receipt of proposals
October 7, 2016	Authors of all responsive proposals contacted to schedule interviews
October 10-14, 2016	Conduct interviews with key members of respondent teams. NOTE: Interviews will be conducted online. Teams are welcome to opt into in-person interviews, but in-person interviews are not required.
October 14-28, 2016	Contract Negotiations, award, execute contract
October 31, 2016	Start of Project/Begin Work
Late Spring 2017 (may be modified as needed)	Begin system operations

VII. Proposal Requirements

The submitted proposal must include the required content and follow the format outlined below. There is no page limitation in document size, but any information submitted by the Proposer is expected to be concise and relevant to the RFP and System. Proposals that do not follow the listed format, or fail to include the required material, may be removed from consideration. Each copy of the Proposal must be complete. Information not requested, but which may enhance INCOG's understanding of the proposal, may be attached as supplemental information. Unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Include subcontractor information where relevant. If you will be using a DBE subcontractor, include a copy of the subcontractor's current Oklahoma DBE certificate.

1. Proposals must be submitted both electronically and hard copy. Electronic versions in PDF format shall be submitted via email to jhaddaway@incog.org. A confirmation of receipt will be sent within one working day. Hard copy submissions shall be submitted to:
 - INCOG
 - Attn: Jennifer Haddaway
 - 2 West 2nd Street, Suite 800
 - Tulsa, OK 74103-3116.
2. **Proposals must be received no later than 4:00 PM Central Time (CT) on September 30, 2016.** Any Proposal received after the date and time specified above will be rejected, considered non-responsive, and returned to the Proposer(s) unopened.
3. The Work Proposal must include all information regarding the technical details of the Scope of Services. The Work Proposal should not exceed twenty-five (25) pages in length excluding staff resumes. The following components must be included:
 - a. **Cover Letter:** The Cover Letter shall be brief, signed by a person who is authorized to commit the Contractor to perform the Scope as listed in Section III. It shall be written on firm letterhead and contain the firm name, address, telephone number and name of contact person. (One Page Maximum)
 - b. **Table of Contents:** A listing of the major sections in the proposal and the associated page numbers. (One Page Maximum)

- c. **Understanding of Scope of Services and Specifications:** Provide a description of your understanding of, and ability to fulfill, the scope and specifications provided in this RFP. In this section, the proposer should demonstrate an adequate understanding of political, geographic and demographic context for bike sharing in general and in Tulsa. (Two Page Maximum)
- d. **Experience and Qualifications of the Firm:** Provide a description of your firm and a statement of your firm's experience, including how long your firm has been providing bike sharing services. Supply at least three references for which you have completed work in the past three years. Contact information for all references must be up to date. Submit material which demonstrates that your firm has experience in this type of project, and has sufficient personnel to complete the contract in a satisfactory manner. (Eight Page Maximum)
- e. **Key Staff:** Include a staffing plan for the project listing key project team members and sub-consultants, both dedicated to Tulsa and shared with other markets, by name, field of expertise, specific responsibilities on the project, and estimated number of hours they will work on the project. Include any relevant experience each project team member has directly participated in.
- f. **Cost Proposal:**
- i. **Costs:** A detailed cost quote should be provided that offers start up costs for items listed in Item D, Capital Needs and Item E, System Startup and Installation. Part of the cost proposal should also outline recommended subscriber and usage fees as well as penalties and fines.
 - ii. **Operations Strategy and Costs:** Develop a suggested operations strategy with detailed cost quotes for start-up/launch and estimated ongoing monthly operating costs for items listed in Item F, Operations.
 - iii. **Risk/Liability:** INCOG expects that the Contractor will assume all liability for the bike share system and will extend liability coverage to Tulsa Bike Share, Tulsa Tough, and the City of Tulsa. Please include these cost assumptions in your quote. In the event you cannot assume this liability, please explain why not. Required liability elements are specified in Appendix A.C.1.
 - iv. **Schedule:** Provide a draft schedule for achieving a Late Spring 2017 launch or alternate schedule based on feasibility.
 - v. **Proposal for Revenue Sharing:** Administrator should propose a model or models for revenue sharing or reinvestments of annual profits.

- g. **Performance Standards:** Respondent must provide a coherent, well thought out plan that ensures the specified services levels identified in Appendix B can be met.
4. Provide five (5) hard copies of the Work Proposal.
 5. The Work Proposal should include information about Disadvantaged Business Enterprises (DBEs) and estimated percentage of participation in this Proposal by qualified DBEs. A good faith effort must be made to incorporate DBEs into the Proposal. A list of qualified DBEs for Oklahoma can be found at: <http://www.okladot.state.ok.us/regserv/dbeinfo/pcf.htm> In addition, please include a statement (no longer than one page) outlining the firm's and key staff's method of compliance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act as it relates to the project.
 6. Federal and State Requirements: Consultant must show that it is certified to do business in the State of Oklahoma and that it can comply with all standard federal and state contracting requirements.
 7. **Compliance with Federal Congestion Mitigation Air Quality (CMAQ), state and local requirements.** Contractor shall comply with all applicable CMAQ, state and local requirements including but not limited to the selection of sub-contractors and Buy America requirements. Please see the following link for a description of "Buy America" provisions. (http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

VIII. Selection Procedure and Criteria

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a Tulsa Bike Share designated Evaluation Committee will evaluate each response with respect to the requirements outlined in this RFP using the following criteria:

1. Overall quality, thoroughness and clarity of proposal – 10 Pts.
2. The firm's qualifications, experience, expertise, past performance (references), capacity and availability of key staff assigned to project. The Respondent must demonstrate success in planning and implementing similar projects – 25 Pts.
3. Proposed project approach and ability to meet or exceed the "Required and Most Desired" system components outlined in Appendix A – 25 Pts.
4. Financial feasibility of proposal, including anticipated long-term cost-effectiveness – 20 Pts.
5. Proposed schedule for planning, development and delivery – 20 Pts.

All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless Tulsa Bike Share determines, in its sole discretion, that non-compliance is not substantial or that an

alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

Termination

Termination for Convenience – Tulsa Bike Share may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in Tulsa Bike Share's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Tulsa Bike Share to be paid the contractor. If the contractor has any property in its possession belonging to Tulsa Bike Share, the contractor will account for the same, and dispose of it in the manner Tulsa Bike Share directs.

Termination for Default – If the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, Tulsa Bike Share may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Tulsa Bike Share that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, Tulsa Bike Share, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.