

REQUEST FOR PROPOSALS

City of Provo, Utah

Public Mirco-Mobility Share Program BID # PROVOAS202219352

Issued: 6/30/2022

Due: 7/18/2022

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SUMMARY

RFP TITLE: Public Micro-Mobility Program

DEADLINE FOR SUBMISSIONS: 07/18/2022 at 6:00 PM MDT

SUBMIT TO: Sciquest via the following link:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>

LABELING: *All submissions must be clearly labeled, as follows:*

PROVIDER: Name and Address

TITLE: Public Micro-Mobility Share Program

ALL INQUIRIES NEED TO BE SUBMITTED THROUGH SCIQUEST

FORMAT OF SUBMITTALS Electronic submittal through Sciquest (*see link above*)

Purpose of RFP

Provo City, Utah (hereinafter “the City”) invites organizations, companies, Providers, and manufacturers to submit a proposal to develop, install, own, operate, and maintain a bike-share and scooter-share program (hereinafter “Program”) on behalf of the City.

The ideal program will incorporate state-of-the-art information technology with shared micro-mobility vehicles as a transportation choice as an alternative to single occupancy vehicle trips for residents, employees, and visitors. The micro-mobility share program is intended to be owned and operated by the successful applicant (hereinafter “Provider”) on behalf of the City for an initial term of three years, with the option for the City to extend, at their sole discretion, for two additional one-year terms based on performance. The desired launch date will be August 2022.

The winning submission will be the sole Provider allowed to operate the Program for Provo City.

In view of the rapidly evolving micro-mobility industry, the City intends to utilize this opportunity to implement and ensure a micro-mobility share program that provides an optimal solution for the City and best achieves the Program objectives. The City is open to a wide variety of innovative micro-mobility share program solutions to achieve the objectives set forth in this RFP.

The City will evaluate implementation and operation of the Program on an ongoing basis to ensure that the selected Provider is appropriately operating in the public right-of-way (ROW) and maintains compliance with all applicable statutes, ordinances, rules, and regulations as well as the provisions of

the Operating Agreement governing the Program. Permits, such as bicycle registration requirements, associated with the Program are subject to change at the City's discretion as provided in the City's Municipal Code.

Program Objectives

1. The City seeks to build on the success of previous and current e-scooter share programs and desires to grow e-scooter share ridership in the community and add an e-bike share program. The Provider's ability to demonstrate primary Program goals and meet subsequent scope of services will impact the rating of their proposal.
2. The City seeks a Program that will ensure City-wide availability of e-bikes and e-scooters. Program objectives must improve accessibility through the addition of e-bikes along with increasing the number of available e-scooters.
3. The City is seeking to provide a micro-mobility share Program and service that aligns with Provo's goal of becoming a world-class bicycle friendly community and aligns with current rankings as a silver bicycle friendly community and silver bicycle friendly university.
4. The City requires that Provider demonstrates the ability to provide successful micro-mobility share Program services as a long-term, viable Provider of the Program in a manner that is financially viable for the City.

Eligibility, Prerequisites, and Compliance

1. The Provider selected under this Request for Proposal (RFP) to operate the Program is required to enter into a separate Operating Agreement with the City. The Provider will also be required to enter Waiver, Hold Harmless, and Indemnification Agreements with the City. The Operating Agreement and the Waiver, Hold Harmless, and Indemnification Agreements shall be negotiated following preliminary selection of a Provider. If negotiation fails to result in agreement terms acceptable to the City, in its sole discretion, City may rescind the selection and choose another, or no, Provider. A sample of the anticipated Waiver, Hold Harmless, and Indemnification Agreement is provided with this RFP. The City reserves the right, in its sole discretion, to add provisions to, or change or delete any provisions of, the provided sample during the negotiation of the said agreement.
2. The Provider will be required to register each mobile vehicle unit with the Provo Police Department (PPD) prior to deployment. Each unit will require a \$10.00 fee for registration. A PPD registration sticker must be affixed to the main frame on the down tube of a bicycle, or steering apparatus of a mobile vehicle unit without a down tube.
3. Revenue sharing will be discussed as part of final contract negotiation and will contemplate either a flat fee or a percentage of monthly revenues.
4. The Provider will be required to work with the City's Parking Program Manager to establish areas where designated bicycle and scooter parking will be permitted. A sketch plan showing the proposed location(s) of the proposed designated painted parking zones and locations of the property line(s), sidewalk(s), and street(s) will be required to be submitted to the City for approval.

5. The Provider must establish designated parking areas and/or utilize existing bike racks in the City for storage, renting, and returning devices. The Provider and the City will jointly agree on the locations and necessary equipment, such as existing racks, for each such facility. Bike racks are currently widely available in downtown Provo (though high demand for bike parking exists). All facilities will be constructed and maintained according to the City's specifications.

6. The City will seek input from Provider to optimize deployment quantity. Additional bikes may be allowed, at the City's discretion, particularly in high-usage locations and in "vulnerable areas" (historically marginalized and under-resourced) as defined in the Health & Equity Index in the City's Trends & Forces Report.

7. Adjustments may be made to the mobile vehicle unit fleet size based on Provider-provided utilization data, Provider performance, and operational outcomes, as agreed to in writing by the City.

8. Provider shall provide the City with a monthly updated list of all currently deployed devices, their unique identification numbers, and, upon request, user information related to any ongoing criminal investigation.

9. The Provider shall cooperate with any ongoing criminal investigation that involves a bike-share user, an e-scooter share user, and/or any other user of aspects associated with the Program.

10. The awarded Provider must adhere to all Municipal Code sections, including but not limited to the following Provo City Municipal Code sections that are directly related to shared mobility devices: Sections 9.32.010, 9.32.020, 9.31.010(12), and 9.15.010; Chapter 9.30; and any future amendments or enactments. *See code.provo.org.*

11. The awarded Provider will be required to establish an Irrevocable Letter of Credit as performance security in a form satisfactory to the City. The amount of the letter of credit will be one-hundred thousand dollars (\$100,000) issued by a federally insured FDIC banking institute.

12. The City has the right to amend its City Code at any time and the permitted Provider must comply with any such amendments that apply to shared mobility vehicle unit devices. Amendments could include changes for the purpose of bringing City code into alignment with changes to the Utah State Code.

Background: Provo City

Provo is in the geographical center of Utah County and is bounded by the City of Orem to the north, the Wasatch Mountains to the east, the City of Springville to the south, and Utah Lake to the west. Except for a few small areas in the City's Annexation Plan, Provo is essentially landlocked. The City is divided into 34 "neighborhoods" of varying size, land uses, services, and amenities.

The Provo City is home to creative entrepreneurs, successful companies, an educated workforce, and a highly ranked educational institution. Provo is the fourth largest city in Utah and home to a growing list of billion-dollar tech companies—all within a short drive to world-renowned ski resorts. This unique combination has led to Provo being referred to as the heart of Utah's "Silicon Slopes." The City boasts an abundance of cultural attractions, natural resources, and recreational opportunities. Provo has been

recognized by many national organizations for a variety of quality-of-life awards and rankings, making it an attractive choice for businesses and employees alike.

The Provo City is a community of approximately 120,000 residents. Provo offers a small-town atmosphere and strong sense of community, which is supported by residents that take an active part in helping to maintain Provo's high quality of life. Residents enjoy numerous amenities within Provo's own corporate boundaries as well as easy access to numerous other nearby attractions.

The Provo City has seen tremendous success and momentum in redevelopment activities over the past decade, particularly in the downtown area. Although a landlocked City, land is still available for development within Provo, more specifically, in current agricultural areas west of the I-15 and various infill properties throughout the City. Provo has embraced the redevelopment process and encourages orderly and quality infill developments in the community. Recent successes include the Cougar Boulevard reconstruction project, which was completed in 2019. Additionally, approximately 3,500 new multi-family units have been approved over the previous five years. Qualtrics, an experience management company, started in Provo and now has co-headquarters in Provo and Seattle, Washington. Qualtrics was recently acquired by SAP and will be expanding their Provo location by 166,000 square feet as well as adding 1,000 jobs over the next ten-year period.

ESSENTIAL ELEMENTS

Scope of work

Providers interested in being considered for this Program for enhanced micro-mobility via bike-share and scooter-share systems must respond to this RFP with a proposal. The proposal should address all the elements detailed in Section III. Proposal Submittal. Provider will be responsible for managing all activities necessary to implement and operate a successful Program, including but not limited to:

1. Provide a dense micro-mobility share network in high-demand areas of Provo with an emphasis on:
 - a. first mile / last mile connectivity.
 - b. integration with other sustainable transportation modes.
 - c. coverage throughout the city.
2. Provide a micro-mobility share fleet comprising mobile vehicle units and associated systems with modern, reliable and easy-to-use technology, comfort and safety features with minimal management and financial contribution from the City.
3. Provide a dock-less system that is intuitive, accessible, and responsive to underserved populations and vulnerable groups, and allows users to park/retrieve vehicles close to origins and destinations.
4. Include docking, locking and/or best practice parking solutions to ensure the micro-mobility share fleet is managed in a safe, organized, aesthetic and intuitive manner, and reduces the potential for user and ROW conflicts.

5. Procure and maintain all necessary types of insurance as outlined in the Operating Agreement.
6. Identify, procure, and outfit all equipment and facilities needed to support Program operations, including maintenance and storage facilities, vehicles, and other support equipment.
7. Manage and maintain all micro-mobility mobile vehicle units, and associated infrastructure, software and hardware.
8. Provide frequent, high quality, and environmentally sustainable rebalancing and maintenance practices to ensure micro-mobility mobile vehicle units and other equipment are in safe working order, prevent right of way and user conflicts, and provide convenient and reliable access to the system.
9. Provide access to micro-mobility share for people of all income levels through appropriate pricing programs, placement, and options for utilizing the Program without a phone and without a credit card.
10. Provide a plan for how to promote local Provo City events and businesses as part of routine and unique interactions with users.
11. Partner with local non-profits and key organizations to support a locally branded and successful Program.
12. Provide comprehensive data to the City in real-time and through regular reports. Desired data listed in Section 5.
13. Provide an app and local webpage that is intuitive, reliable, and educational with comprehensive information about the program, membership options, service area, location of mobile vehicle units, sign-up options, and customer service contact information.
14. Create a reliable, customer-centered experience that results in a high level of customer satisfaction.
15. Provide real-time access to applicable data and software outputs (e.g., Ride Report or Populus) for the City and assist with correlative data analysis.
16. Submit proof of insurability in initial submittal and on-going proof of required insurance along with other applicable insurance coverage if contracted. See Appendix A Insurance Requirements.

Interview and Micro-Mobility Demonstration

In addition to submitting a written proposal, top-rated Providers may be interviewed by the City's RFP assessment team and asked to participate in an oral presentation (possibly virtual) to provide an overview of the Provider, the Provider's approach to the Program and to address questions that may arise. A demonstration of proposed equipment may also be required. The evaluation criteria for the oral interviews will be the same as the criteria for the written responses to the RFP and is included under the Evaluation Criteria outlined below.

Subcontractors

Providers will be responsible for identifying any subcontractors in their proposal. Please note that the City will contract solely with the awarded Provider; therefore, subcontractors will be the responsibility of the Provider.

Financial Qualifications (CONFIDENTIAL)

Providers selected as finalists will be required to submit the most recent financial statement (audited preferred) including balance sheet and income statement, as well as a statement of cash flows (the “Financial Information”). Also provide a banking reference (name, address and phone number). The Financial Information shall be submitted in a separate file marked Confidential. Certain information (i.e., account numbers, individual names) may be redacted for privacy purposes.

COVID-19 Pandemic

By submitting a proposal for this RFP, the Provider acknowledges they are assuming all financial risks associated with the COVID-19 Pandemic.

Fees, License, Permits

The successful Provider shall be responsible for obtaining any necessary licenses, fees or permits without additional expense to the City. All equipment shall be properly licensed and insured, carry the appropriate permits/identification and be placarded as required by law.

Laws and Regulations

The Provider agrees to comply fully with all applicable local, State of Utah and Federal laws and regulations and municipal ordinances.

Payment

Payments to the City shall be sent via wire monthly. Wire instructions will be provided following Provider selection.

SUBMITTAL REQUIREMENTS

All submittals shall address the ESSENTIAL ELEMENTS set forth herein above, in the present RFP, and include the information in the order listed below within the indicated page limits. Examples of other projects which demonstrate quality of work, and any preferred processes are encouraged.

SECTION 1 - Cover Letter – Include project name, respondent name, and date.

The Cover Letter should highlight the content of the proposal and features of the Program offered, including a general description of the Program and any unique aspects or benefits provided. Indicate Provider’s availability to participate in interviews/demonstrations on the proposed dates as stated in the Project Schedule section.

SECTION 2 – Development Team Organization and Staffing

Overview of Provider’s development team organization indicating the lead firm and lead individual for each component of the work. Include an organization chart that specifies the local team in relation to the entire company. Include the role for each team member and percentage of his or her time that will be devoted to this project. Identify applicable points of contact for the City.

1. Company information (the following must be included):

- a. Description of the Provider, including size, ownership structure, number of full-time employees, and all office locations.
- b. Length of corporate operation – specify number of years operating micro-mobility share services.
- c. Related or ancillary business operations beyond shared mobility systems.
- d. All micro-mobility services and equipment offered currently (if planned, please explain).
- e. Overall experience implementing, managing and operating micro-mobility share systems, including experience operating e-scooter share and bike share (including e-bikes) programs.
- f. Names and addresses of any person or entity that has (i) more than 10 percent equity, participation, or revenue interest in the firm or (ii) is a trustee, director, partner, or officer of that entity or of another entity that owns or controls the firm. Identify the names and addresses of any parent or subsidiary of the firm and describe the nature of any such parent or subsidiary business entity. Identify any subcontractors, independent contractors or other partner organizations.
- g. Providers selected as finalists will be required to submit the most recent financial statement (audited preferred) including balance sheet and income statement, as well as a statement of cash flows (the “Financial Information”). Providers must also provide a banking reference (name, address and phone number). This Financial Information will be considered confidential to the extent allowed by law. (Note that Utah’s Government Records Access and Management Act (GRAMA) in many cases requires that a written claim of business confidentiality accompany submission of the information to the City and state the supporting reasons in order for the information to be protected. See Utah Code 63G-2-309.) Certain information may (i.e. account numbers, individual names) may be redacted for privacy purposes.
- h. List all locations where Provider’s operating license, permit or contract has been revoked or suspended. Please explain the reason(s) for these adverse actions.
- i. Explain any concerns or conflicts of interest Provider may have in maintaining objectivity in recommending the best solution. All actual or potential conflicts of interest must be disclosed.

2. Staffing / Project Team:

- a. The members of the Provider’s project team will be subjected to a fingerprint and background check through Provo Police or HR.
- b. Provide a hiring and labor plan, including the number of full-time, part-time, seasonal and/or contract employees expected to be employed in Provo to launch and sustain the Program. Specify the ratio of employees / contractors to fleet size.
- c. Outline Provider’s hiring plan including steps to identify, train and employ residents of Provo.

SECTION 3 - System and Fleet Details

1. Micro-Mobility Share Fleet: Please describe Provider’s proposed micro-mobility share fleet Program, including:

- a. Proposed fleet size at launch or in subsequent phases (if applicable). The City encourages a minimum of 100-200 bikes and if applicable a minimum of 250 e-scooters on City ROW to ensure the density needed for a successful program.
- b. Specify the number of e-bikes provided at launch and in subsequent phases (if applicable).
- c. Number of stations/hubs proposed at launch and in subsequent phases.
- d. Criteria for determining adjustments to the fleet size (increasing or decreasing).
- e. Launch timeline. Please describe any factors that would prevent Provider from launching a proposed fleet per the proposed launch timeline.

2. Proposed Equipment & Vehicles:

Please provide a detailed description of each mobile vehicle unit offered in the proposed Program. Please attach detailed descriptions and technical specifications and images for each type of mobile vehicle unit. Please include the following in Provider’s description for each mobile vehicle unit:

- a. Manufacturing specs of the mobile vehicle unit and manufactured location.
- b. Height and weight ranges of persons accommodated including weight limit.
- c. Ability for the user to adjust bikes and/or scooters to enhance fit for their size.
- d. Front and rear lighting including distance visible in feet, light color(s), solid or blinking light, power source, and run time of lights when mobile vehicle unit is in use but not in motion (e.g., waiting at a signal).
- e. Reflective materials including wheel reflectors (white), front and rear reflectors.
- f. All bikes shall be equipped with a bell on the handlebar.
- g. Number of speeds (for bikes), if it is sealed, and what brand(s) and model(s) is specified on the proposed vehicles.

- h. Baskets or other cargo carrying equipment.
- i. GPS and/or RFID technology including the type, how it's secured, what data it is collecting, and how is the data retrieved including frequency. Specify if Provider's provided e-scooters and e-bikes can be geofenced to restrict travel in certain areas.
- j. Ability for the mobile vehicle units to be clearly and individually/uniquely identified.
- k. Information displayed on the mobile vehicle units (e.g., Provider contact information, instructions on how to use the mobile vehicle unit, safety information, etc.)
- l. Internal routing of key components including brake and shift cables/housing.
- m. Theft and/or alert equipment or systems.
- n. Detailed description of on-mobile-vehicle-unit locking equipment.
- o. Primary materials used in the mobile vehicle unit(s) frames and components
- q. The weight of each type of provided mobile vehicle unit – standard and with add-ons.

3. Electric-Assist Bikes: The State of Utah and Provo City require e-bikes to be classified as Class 1, 2 or 3 and to be labeled accordingly.

- a. Please confirm that e-bikes meet these labelling and identification regulations.
- b. Provo City only allows operation of Class 1 and Class 2 e-bikes on its paved trails and therefore will only allow Class 1 or Class 2 e-bikes to be included in its micro-mobility share Program (with a preference for Class 1 e-bikes). Please indicate the class of Provider's proposed e-bike(s).
- c. Detail the operating speed range of Provider's e-bike(s), and whether the operating speed can be customized.
- d. Describe if and how speeds can be managed, including the ability to set a maximum speed (e.g., 15 mph), reduce operating speeds in certain areas (e.g., dismount zones, trails), and/or gradually slow the e-bike if maximum speeds are exceeded.

4. Other:

- a. Describe in detail other physical infrastructure included in Provider's proposal including, racks, signage, charging stations etc. If any items are offered, but at additional cost to the City, please specify.
- b. Will Provider have a local warehouse to house micro-mobility share fleet/support maintenance operations?

SECTION 4 - Summary of Qualifications and Relevant experience (4 pages maximum)

Statement of project understanding and summary of qualifications and approach to perform the work and meet the City’s goals and objectives based on Provider’s skills and experiences.

1. Reference Information: Using the following information, please provide reference information from at least three (3) locations where Provider is currently operating micro-mobility sharing services. Please include examples of services of similar size and scope to that of Provo if available. The Provider authorizes City to verify all information contained in the Provider’s submittal from references contained herein and hereby releases all those involved in providing information as a reference from any liability in connection with any information they give.

- a. Location (specify service scope – i.e., municipality, university, campus etc.)
- b. Client (reference) contact information
- c. Program name and website
- d. Date of program launch
- e. Micro-mobility share fleet size (at deployment and currently) by type of devices (e.g., pedal bike, e-bike, e-scooter)
- f. Number and type of other devices provided, if applicable
- g. Ownership structure
- h. Contract or permit structure
- i. Equipment used, including type of bikes and e-scooters, docks, stations (note if the same equipment is proposed for Provo)
- j. Description of Provider’s role in financing the program, including whether the program required any public contributions to support operations.
- k. Value of annual payments to and/or revenue sharing with municipality (if applicable)
- l. Any other relevant information to aid in the City’s review of your proposed services.

SECTION 5 - System and Operations Descriptions

1. Operations and Rebalancing:

- a. Outline Provider’s methods and frequency of deploying, charging, and redistributing mobile vehicles units. Provide Provider’s typical daily schedule for such operations.
- b. Describe how the proposed Program will be monitored and rebalanced to ensure coverage where needed throughout the day.

- c. Describe how improperly parked mobile vehicle units that need service, are damaged, inoperable, abandoned, or vandalized are addressed, including response times and who/what is involved.
- d. Describe how Provider will minimize potential negative impacts associated with practices related to collecting, redistributing, and recharging vehicles.
- e. Please describe Provider's seasonal operations plan, including under what circumstances Provider would remove mobile vehicle units from the fleet or deactivate services.
- f. In the event of inclement weather, natural disaster, or other community emergency, describe Provider's ability to close or increase operations depending on the circumstances. How quickly could Provider respond, and what methods would be utilized for communicating service changes to users and to the City?
- g. The City hosts major events throughout the year and seeks to encourage alternative modes of transportation to / from such events (e.g., Freedom Festival, New Year's Eve, Farmer's Market, BYU football games, etc.). How would Provider rebalance and reorganize mobile vehicle units/hubs to support the City's major events and transportation objectives? Please describe any limitations to offering such services (e.g., number of unique events per year, activation time etc.).
- h. Describe how the proposed Program's geofencing technology would allow for e-bikes to operate on Parks and Natural Areas paved trails while preventing e-scooters from operating in those areas, which are prohibited to e-scooters.

2. Parking:

- a. Outline the strategies Provider will utilize to ensure mobile vehicle units are properly and legally parked throughout the day and between trips.
- b. Outline the methods Provider will use to encourage users to park in designated or preferred parking areas.
- c. Describe Provider's plan to ensure that any/all mobile vehicle units deposited by users in non-designated areas are promptly removed by Provider from non-designated areas and how quickly this is to be done.
- d. Describe Provider's ability to geofence designated/preferred parking areas and how that information will be communicated in Provider's app to users.
- e. Describe how Provider will establish system boundaries and prevent users from parking outside the City's geographic service area.

3. Maintenance:

- a. Provide detailed information, including frequency/timelines, on the maintenance protocols for mobile vehicle units and any other equipment provided (e.g., docks, parking equipment, charging equipment) – for both routine and as-needed inspections and maintenance.

- b. The City expects mobile vehicle units to be in working order per the minimum criteria outlined in Section 3. Provide a detailed list of what is included in Provider's mobile vehicle unit inspections and other equipment inspections to meet Provider's company's service levels.
- c. Outline Provider's approach to charging e-bikes and e-scooters and ensuring adequate battery life.
- d. Describe how mobile vehicle units in need of repair can be remotely locked. Will such mobile vehicle units be immediately blocked or removed from mobile applications and online maps showing available mobile vehicle units, thereby preventing potential user confusion?
- e. What methods are in place for users to easily notify the Provider of any equipment safety or maintenance issues? Provide details how any/all mobile vehicle units reported as damaged or inoperable must be taken out of service immediately and remain out of service until fully repaired – please confirm Provider's ability to meet these requirements.
- f. Describe how Provider will prevent damage and theft to mobile vehicle units and any public property.
- g. Describe the typical schedule of replacement of mobile vehicle units, support equipment and primary components for either.

4. Customer Service Plan: Describe Provider's customer service plan and how Provider will establish a reliable, customer-centered experience that results in a high level of customer satisfaction, including:

- a. Details of customer service system to be provided, including staffing, wait time, hours of availability, languages, and medium (text, phone, email, Twitter, etc.).
- b. Hours of field support available.
- c. Provider's process and timeframe for receiving, tracking, and resolving complaints, addressing crashes and emergencies and Provider's plan for communicating with the customer.
- d. Location of customer service staff.
- e. Provider's plan for monitoring system effectiveness, customer satisfaction, and municipal relationships over time.

SECTION 6 – Financial Structure

1. Pricing / Payment

- a. Describe how Provider plans to fund the Program as proposed herein, including the total expected cost of the Program (annually), revenue projections, Provider's role in financing, or other funding proposals.
- b. Detail Provider's bid to operate a micro-mobility share Program in the City. Keeping in mind the City's economic position, please describe any financial contribution expected from the City in order to implement Provider's proposed program.

c. Describe Provider's sponsorship experience and whether/how Provider will work to secure or maintain local sponsors to support and expand the proposed Program. Describe sponsorship packages if applicable.

SECTION 7 - Data and Application/Website

1. Data and Reporting:

a. Detail the scope and specifications of data that will be made available to City, including what data will be included in a monthly or quarterly report (and available on request), and what data will be available in real-time through a data dashboard. Include examples of reports and screenshots of the data dashboard. The Provider will be required to acknowledge that the City will have the ongoing right to receive, review and publicly publish the information and data provided by the Provider. Provider data provided should include (but not be limited to):

b. Safety incident reports/resolution

c. Customer service requests/resolutions

d. Number of trips per mobile vehicle unit per day

e. Average trip distance/length

f. Hub utilization (pick up/drop off), percent returned/access from hub location

g. Trip data including routing, origin and destination information

h. User demographics, such as age, gender, home zip code (the proposal should describe what user demographics are collected by Provider and how collection comports with relevant laws and regulations)

i. Frequency and completeness of routine mobile vehicle unit and equipment inspections

j. Number of mobile vehicle units serviced, including most frequent repair types

k. Number of mobile vehicle units lost, stolen, replaced or impounded

l. Total amount of revenue collected per month including, but not limited to, any rental fees, membership fees, out of area fees, charges per minute, charges per ride, and hub parking incentives provided

m. Report and describe methodologies for the rebalancing, recharging, and maintenance

n. Report and describe the dispositions of any injuries to participants

o. Number of reported contacts with the Provo Police Department

p. Heat map(s) of all rides for the month

q. Number of users participating in various program(s) offered, including low-income and other special discount programs, helmet distribution programs, etc.

r. Payment method information

- s. Outreach activities completed (quantity and descriptions)
- t. Outline Provider's plan to conduct user or partner surveys, including frequency and information collected.
- u. Confirm Provider's ability to provide Program data through the General Bike Share Feed (GBFS) specification Application Program Interface (API) and Mobility Data Specification (MDS) API.
- v. Detail Provider's approach to tracking safety data and incidents. What information is collected, and how will Provider make this data available to the City?
- w. Detail Provider's plan to comply with privacy laws and best practices and protect personal customer data. Provide Provider's most recent third-party PCI audit.
- x. Describe what, if any, user data Provider intends to collect and sell; and if so, how this will be communicated to users and how users will be able to opt-out.
- y. Describe how Provider will comply with requisite local, state, and federal privacy laws pertaining to collected user data.

2. Mobile Application & Website

- a. Describe the capabilities of Provider's app(s) and user interface(s). Include screenshots showing the sign-up process, locking process and what information is available to users.
- b. Detail any unique features of Provider's app(s), including ability to reserve or hold mobile vehicle units, how many mobile vehicle units can be checked out under one account, etc.
- c. Describe the possibilities of developing an app that can house multiple shared mobility devices including those provided by the City (i.e. Transport) as well as other private shared-mobility companies.
- d. Identify whether Provider will provide a Provo-specific webpage for the proposed Program. Please outline the information that will be available on the webpage and provide screenshots if available.

SECTION 8 - Marketing, Community Engagement

1. Marketing & Community Engagement: Describe and include examples of how Provider will conduct outreach, marketing, and engagement for the proposed Program, including Provider's plans for:

- a. Pre-launch marketing and outreach plan.
- b. Promoting and marketing the proposed micro-mobility share Program.
- c. Attendance at local events (be specific – e.g., how many events will Provider's team be able to staff/support).

- d. Educating users on rules of the road and other shared-mobility regulations.
- e. Describing the age requirements for use of Provider’s system, and how Provider will discourage/prevent underage use of the mobile vehicle units.
- f. Making helmets available to micro-mobility share users.
- g. Partnering with local non-profits and key organizations to support the program.
- h. If appropriate for inclusion in Provider’s operations plan, provide a plan for a partnership with a local non-profit organization that has the capabilities to assist with marketing, outreach, and promotion. One example of such an organization is Bike-Walk Provo. While a partnership with a local non-profit organization is not mandatory, it is encouraged.

2. Plan for Underserved Communities.

- a. Describe Provider’s plan for engaging with and communicating to people with disabilities, older adults and traditionally underserved populations.
- b. How will Provider increase accessibility of micro-mobility share among underserved communities?

Section 9 - Resumes – Provider should provide resumes for the key project personnel shown on the *organization chart* referenced in Section 2 above, including the location of the primary office to which they key personnel are assigned (1-page max per individual)

Format Requirements of Submittals:

Proposals will be submitted electronically through Sciquest (*see link above*). The City reserves the right to reject submittals that fail to contain all required information or fail to follow the instructions contained in this RFP.

Consideration of Qualification Submittals:

Proposals will be reviewed by the qualifications review committee which will include the Mayor, the Deputy Mayor, the Chief Administrative Officer, the Director of Development Services, and the Parking Coordinator. The committee will make the final selection. Depending upon the number and quality of submittals, interviews may be conducted during this initial RFP process.

The City’s qualifications review committee will assess each proposal against the criteria listed in the following section, EVALUATION CRITERIA. In selecting, the City and Committee will consider responses, interviews, general qualifications, project history, and the evaluation criteria set forth in this RFP.

Addenda and Clarifications of Proposals:

Addenda to this RFP will be posted on the City’s website at Sciquest. All respondents are responsible for checking the website regularly for any addenda and shall acknowledge each addendum by number in the cover letter to be included in Section 1 of the submittal. Failure to receive or acknowledge an addendum may result in the rejection of the submittal.

During the evaluation of proposals, the City reserves the right to contact a vender to request additional information for purposes of clarification of RFP responses, reject proposals which contain errors, or at its sole discretion, waive disqualifying errors.

EVALUATION CRITERIA:

The following criteria will be assessed by the qualifications review committee.

1. Proposal and Interview Criteria

Providers will be evaluated on the criteria listed below based on the responses provided in Section III, Proposal Submittal. These criteria will be the basis for review and assessment of the written proposals and optional interview session. At the City’s discretion, interviews of the top-rated Providers may be conducted.

WEIGHTING FACTOR 100 points possible	QUALIFICATION	STANDARD
15 points	RFP Response and Scope of Work	How well does the Provider RFP submission meet the Provider requirements of the RFP, including all elements of the Scope of Work?
20 points	Technology, Equipment and Reporting	How well does the Provider’s technology, equipment, and reporting solutions address all elements of the RFP?
10 points	Provider Experience	How applicable and relevant are the Provider’s experience, capacity and support capabilities in meeting the RFP requirements to successfully implement and complete the Program objectives in a timely and effective manner? How effective has the Provider been at implementing completed projects of relevant type and scope?

10 points	Provider staffing	How well does the Provider’s proposed staffing support the requisite skills and qualifications necessary to ensure a successful Micro Mobility Share Program project?
20 points	Proposed Plans, Strategies, and Approaches	How well do the Provider’s proposed plans, strategies, and approaches address all elements of those required by this RFP? How effective does the Provider’s proposal demonstrate an understanding of the project objectives, methodology to be used and results/outcomes required by the RFP?
10 points	Sustainability Methodology	How well does the Provider demonstrate a commitment to Sustainable Purchasing? (See definition below.) For example, what sustainable sources does Provider use for purchasing and what components does Provider recycle, such as batteries, motors, etc.?
15 points	Financial Considerations	How well does the proposal address the RFP requirements for detailed information about user pricing and payment options? How well does the Provider’s proposed system limit any required investment from The City? How well do the Provider’s financial statements appear to support their long-term financial viability?
100/100		(The Two Highest scores MAY be selected for an interview (additional to any optional interviews held during the initial evaluation phase). The final decision may also be made solely from the evaluation scoring rather than selecting top performers for interviews.)

Definitions:

Sustainable Purchasing is a process for selecting products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This process is also known as “Environmentally Preferable Purchasing” (EPP), or “Green Purchasing”

2. Reference Evaluation Criteria

Prior to award, the Project Manager will check references using the following criteria (negative responses from references may impact the award determination):

CRITERIA	STANDARD QUESTIONS
Overall Performance	<p>Would you hire this Provider again?</p> <p>On a scale of 1 to 10 with 10 being the best rating, rate how well the Provider successfully implemented the project.</p> <p>What has the Provider done well?</p> <p>What could the Provider improve?</p>
Timetable	<p>Was the original Scope of Work completed within the Specified time requirements?</p> <p>If no, what deadlines were not met on a timely basis?</p> <p>Were interim deadlines met in a timely manner?</p>
Completeness	<p>How responsive has the Provider been to client needs?</p> <p>Did the Provider adequately anticipate problems?</p> <p>How well were problems solved in a quick and effective manner?</p>
Budget	<p>Was the original Scope of Work completed within the Original project budget?</p> <p>If no, what caused the budget overruns?</p>
Job Knowledge	<p>How well did the Provider deliver on the Scope of Work?</p> <p>Was the project fully functional upon completion and did it operate as designed?</p> <p>How effective was the Provider at resolving and correcting problems/issues both quickly and effectively?</p>

PRE-PROPOSAL CONFERENCE

The City will hold a pre-proposal conference on July 6, 2022, at 10:00 AM MDT via online conferencing. The specific online platform along with an invitation to log in will be emailed to any interested persons in advance. Prior to the pre-proposal conference, please email Thomas Thorpe at tthorpe@Provo.Utah.org to RSVP and to receive the online conference link. The conference will include a brief presentation by the city and a question-and-answer session. Attendance is optional but strongly recommended.

PROJECT SCHEDULE

The tentative schedule the City intends to follow is provided below. The City reserves the right to alter this schedule at any time, with or without prior notice, and will post any changes on its website.

- June 30, 2022 RFP issuance
- July 6, 2022: Pre-proposal Meeting
- July 18, 2022: Proposal Submission Deadline by 6pm MDT
- July 27-28, 2022: Interviews (optional)
- August 10, 2022: Provider Selection and Notification (tentative)
- August 29, 2022: Desired Program Launch

GENERAL INFORMATION

Inquiries

All inquiries related to this RFP are to be submitted through Sciquest via the following link:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>

Please provide an email address for your response.

Withdrawal or Revisions to Proposal

Any proposal may be withdrawn by written notice to the Provo City at any time prior to the final date and time specified for submittal. Such notice of withdrawal shall be in writing to the point of contact individual provided. Any Provider may modify their submittal prior to the date and time specified for submittal by email communication to the contact individual.

Public Information

All information submitted in response to this RFP may potentially be made available for public inspection according to public records laws of the State of Utah. See particularly the information in Section 2 of the Scope of Work and below in the Provider Statement regarding claims of business confidentiality.

Process & Right to Reject

At any phase, the City reserves the right to terminate, suspend, or modify this selection process; reject any or all submittals; and to negotiate the terms of the RFP process with the selected Provider(s).

PROVIDER STATEMENT

Provider hereby acknowledges receipt of Provo City Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP. Additionally, Provider hereby makes the following representations to the City:

- a. All of the statements and representations made in this proposal are true to the best of the Provider’s knowledge and belief.
- b. Provider commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Provider further agrees that the method of award is acceptable.
- e. Provider also agrees to complete the proposed Operating Agreement and Waiver, Hold Harmless, and Indemnification Agreement with the City within 30 days of notice of award. If these agreements are not completed and signed within 30 days, City reserves the right to cancel and award to the next highest rated Provider or to restart the RFP process.
- f. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under Utah Government Records Access and Management Act and Provider hereby waives any and all claims for damages against the City in its good faith compliance with the Utah Government Records Access and Management Act.

Legal Firm Name:

Physical Address:

Remit to Address:

Phone: Name of Authorized Agent of Firm:

Signature of Authorized Agent:

Primary Contact for Project:

Title:

Email Address:

Phone:

Cell Phone:

NOTE: PROVIDER STATEMENT IS TO BE SIGNED & RETURNED WITH PROVIDER’S PROPOSAL.

Anticipated Waiver, Hold Harmless, and Indemnification Agreement

The undersigned, (INSERT COMPANY NAME) hereafter referred to as “Provider”, has agreed to provide services to Provo City, a municipal corporation of the State of Utah, hereafter referred to as “The City.” As a condition precedent to performing such services and in consideration of Provo City’s contracting with Provider to perform said services, Provider recognizes, understands, and covenants as follows:

1. Provider is not as an employee, officer, or agent of the City and is neither Provider nor its employees are entitled to any benefits provided to employees of the City.
2. Provider is solely responsible and liable for any and all taxes, insurance costs, interests, assessments, penalties, damages, attorney fees, or other costs which may arise from the performance of the services or activities. Provider certifies that it has adequate insurance coverage, including health and accident, for any injuries its employees may sustain while providing said services that meet or exceed the insurance requirements listed in Appendix A.
3. Provider hereby waives, releases, holds harmless and forever discharges any and all claims for damages for personal injury, including death, or property damage which it may have, or which may hereafter accrue against The City as a result of Provider’s performance of services for the City. Further, Provider shall defend, indemnify and hold The City harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, expenses and attorney’s fees incurred, which arise by reason of Provider’s acts or omissions in the performance of said services, including, but not limited to, any such that arise out of third-party use of Provider’s equipment.
4. This release is intended to discharge The City and its officers, agents, employees and volunteers from and against any and all claims arising out of or connected in any way with Provider’s performance of services for The City.
5. Acting with authority on behalf of Provider, I have read this Agreement, and understand the terms used in it. I also understand that by signing this document, Provider may be giving up my legal rights which Provider, or others claiming through it may have now or in the future.
6. This Liability Waiver and Hold Harmless Agreement is freely and voluntarily given with the understanding that rights to legal recourse against The City are knowingly given up in return for The City’s agreement to contract with Provider for the provision of these services.

THIS IS A RELEASE OF RIGHTS, PLEASE READ CAREFULLY AND CONSULT COUNSEL BEFORE SIGNING.

Dated this ____ day of _____, 2022.

WITNESS FOR PROVO CITY:

PROVIDER

By: _____

Authorized to sign on behalf of Provider:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Provo City

Company: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Provo City Recorder

Appendix A

Minimum Insurance Requirements

Contractor and Subcontractors (if any) shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's proposal.

REQUIRED INSURANCE POLICIES AND BONDS

Contractor (the Contractor) shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher. All sureties shall be listed in the Department of the Treasury Circular 570, with bond amounts not exceeding the 'underwriting limitation' amount listed.

- (1)** Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease and employee. No owner or officer may be excluded.

Required Endorsements

Waiver of transfer of rights of recovery against others to us (CG 24 04 or equivalent)

- (2)** General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than the below specified limits:

\$5,000,000 per occurrence / \$5,000,000 aggregate

Required Endorsements

Additional Insured – Ongoing Operations (CG 20 10 or equivalent)

Additional Insured – Completed Operations (CG 20 37 or equivalent)

Primary and Noncontributory (CG 20 01 or equivalent)

Aggregate Limit Per Project (CG 25 03 or equivalent)

Waiver of transfer of rights of recovery against others to us (CG 24 04 or equivalent)

Contractual Liability – Railroads (CG 24 17)

- (3)** Automobile Liability Insurance: Automobile liability insurance for the Contractor's liability arising out of the use of any owned, leased, non-owned and hired vehicles of the Contractor, with a symbol 1 for any auto, statutory no-fault limits and a liability limit not less than the below specified limit:

\$5,000,000 each accident [Moderate Hazard]

Not Required

Required Endorsements

Additional Insured

Primary and Noncontributory

Waiver of transfer of rights of recovery against others to us

- (4)** Excess Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the Contractor purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above, and the Excess Liability policy includes/is excess of all required underlying endorsements. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.

INSURANCE PROVISIONS

- (1)** Additional Insured: The Contractor shall name the City as an Additional Insured, for the above referenced insurance requirements.
- (2)** Waiver of Subrogation: The Contractor hereby waives any and every claim for recovery from the City, Lenders and their respective offices and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Contractor agreement to the extent that such loss or damage is recovered under any such policy.
- (3)** Severability of Interests: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- (4)** Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention, exceeding 5% or the policy limit must be declared to and approved by the City. At the option of the City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.
- (5)** Incident Reporting: Contracting party shall agree to disclose to the City, all incidents or occurrences of accident, injury, and/or property damage, regardless of whether such incidents are submitted as claims under the contractor's insurance policies.
- (6)** Evidence of Insurance: On or before the effective date of each policy and on an annual basis at least 10 days prior to each policy anniversary, the Contractor shall furnish the City with (1) certificates of insurance or binders, in a form acceptable to the City, evidencing all of the

insurance required by the provisions of this Section. Contractor shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion. The certificates and endorsements are to be furnished to and accepted by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

- (7)** Claims-Made Policies: If any policies are written on a claims-made basis, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period (Tail) of not less than two years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Contract. The retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.
- (8)** Policy Cancellation and Change: All insurance policies shall be endorsed so that if at any time they are canceled, such cancellation shall not be effective for the City for 30 days, except for non-payment of premium which shall be for 10 days. If any material change in coverage should occur, the Contractor shall provide notice of any material change in coverage to the City immediately.
- (9)** Liability Limits: The liability limits shown in this Section are minimum requirements. To the extent the Contractor maintains, or causes to be maintained on its behalf, liability limits which are higher than the minimum limits stated in this Section, the higher liability limits shall be required of the Contractor.
- (10)** Failure to Maintain Insurance: In the event the Contractor fails, or fails to cause others on their behalf, to purchase or maintain the full insurance coverage required by this Section, the City, upon 30 days' prior notice (unless the required insurance would lapse within such period, in which event notice will be given as soon as reasonably possible) to the Contractor of any such failure, may (but shall not be obligated to) purchase the required policies of insurance and pay the premiums on the same. All amounts so advanced thereof by the City shall become an additional obligation of the Contractor to the City, and the Contractor shall pay such amounts to the City, together with interest thereon from the date so advanced. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (11)** No Duty to Verify or Review: No provision of this Section or any provision of any document related to this agreement shall impose on the City any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the Contractor, nor shall City be responsible for any representations or warranties made by or on behalf of the Contractor to any insurance company or underwriter. Any failure on the part of the City to pursue or obtain the evidence of insurance required by this agreement from the Contractor and/or failure of the City

to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this agreement.

- (12)** Subcontractors: Contractor shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the requirements stated herein.

- (13)** Loss Control and Safety: The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.