



**City of Raleigh**

**Request for Proposal #**

**Title: DOCKLESS SCOOTER SYSTEMS RFP**

**Issue Date:** February 27, 2019

**Proposal Due Date: March 26, 2019**

**At 5:00 PM ET**

**Issuing Department:** DEPARTMENT OF TRANSPORTATION

**Direct all inquiries concerning this RFP to:**

Michael Moore

Director, City of Raleigh Department of Transportation

Email: [michael.moore@raleighnc.gov](mailto:michael.moore@raleighnc.gov)

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## 1.0 Request for Proposals

### 1.1 Introduction

To protect the public health, welfare, and safety of the City of Raleigh, and for the purpose of assuring the safety of persons using public streets, sidewalks, and other ways of public passage, this solicitation is for the City of Raleigh to permit a maximum of four Dockless Scooter System vendors who demonstrate the ability to safely and responsibly provide Dockless Scooter System services within the City of Raleigh.

### 1.2 Background

The City of Raleigh, the Capital of North Carolina, is one of the fastest growing areas of the United States. A strong economy, top educational institutions, access to exceptional health care, and attractive quality of life are just a few of the qualities that continue to draw people to the region.

Raleigh is a 21st Century City of Innovation, focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best Practices and cutting-edge conservation and stewardship, land use, infrastructure, and building technologies. The City welcomes growth and diversity through policies and programs that enhance and protect Raleigh's neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve the quality of life for neighborhoods and the standard of living for all our citizens. The City works with our universities, colleges, schools, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the mission of the City through transparent civic engagement and by providing the best customer service to our citizens efficiently and cost-effectively.

Dockless Scooter Systems are an innovative, inexpensive mobility option for short trips; however, since their inception they have raised significant community concerns about safety and access, including riding on the sidewalks, riding without helmets, failing to observe basic traffic laws, underage riding, and impeding pedestrian passage. A Master Encroachment Agreement (MEA) was established to strike a balance between this new form of mobility and safe, responsible use of the right of way.

### 1.3 RFP Response Timeline

The RFP process shall adhere to the following schedule.

RFP Process	Date
RFP posted	February 26, 2019
Pre-Proposal Conference	N/A
Written questions are due.	March 12, 2019
City responses to questions are posted.	March 19, 2019
Proposals are due.	March 26, 2019
Proposals Evaluated (Shortlist)	April 23, 2019
Interviews (if necessary)	April 30, 2019
Final Evaluations	May 7, 2019
Selection	May 7, 2019
Encroachment Agreement Execution	TBD

**1.4 Proposal Questions**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above written due date.

Questions concerning the specifications in this Request for Proposals will be received until March 12, 2019. A summary of all questions and answers will be posted on the City of Raleigh’s website as an addendum, located under the RFP # and Title being modified.

**It is the Vendor's responsibility to assure that all addenda have been reviewed, acknowledged, and, if required, signed and returned.**

**1.5 Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2.0, “Proposals.”

Vendors must submit one (1) signed original plus one (1) electronic version and two (2) copies, of the **DOCKLESS SCOOTER SYSTEMS RFP**. The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Compact Disc-Read Only Memory (CD-ROM) disc attached to the proposal. Proposals must be enclosed in a sealed envelope or package and clearly marked: **DOCKLESS SCOOTER SYSTEMS RFP**. Both hard copy and electronic versions must be received by the City on or before 5:00 PM EST on the RFP (*Due Date*).

Proposals are to be delivered to the following mailing / physical address:

<b>DELIVERED BY US POSTAL SERVICE</b>	<b>DELIVERED BY ANY OTHER MEANS</b>
RFP NO. _____ City of Raleigh Attn: Michael R. Moore, Director Department of Transportation 222 W. Hargett Street, STE 400 Raleigh, NC 27602	RFP NO. _____ City of Raleigh Attn: Michael R. Moore, Director Department of Transportation 222 W. Hargett Street, STE 400 Raleigh, NC 27602

Proposals received after the “RFP Due” deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the Proposal package and the CD-ROM must be clearly marked with the RFP number and the Title.

Vendors must respond to the entire RFP. Any Proposals received by the City that are incomplete in their responses may be immediately disqualified. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest or any failure to provide information that the City determines, in its sole discretion, to be immaterial or a de minimis variation. Any requirements in the RFP that cannot be met must be indicated in the Proposal.

**1.6 Rights to Submitted Material**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Vendors (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire Proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Vendor in accordance with the procedures allowed by North Carolina law.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this Request for Proposals.

## **1.7 Communications**

### **1.7.1 Ex Parte Communications Prohibited**

Regarding this solicitation, Vendors, respondents and potential respondents shall not communicate with any City official or City employee except as detailed herein.

### **1.7.2 Disqualification**

The City may disqualify any Vendor's response if the City discovers that any Vendor, potential respondent, respondent, or anyone on behalf of any Vendor, potential respondent, or respondent, engaged in *ex parte* communications.

### **1.7.3 Verbal Communications**

Any verbal communications between any Vendor, potential respondent, or a respondent, and the City are not binding on the City.

## **2.0 Proposals**

Responses must follow the format outlined herein. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover letter / Letter of Intent
2. Corporate Background and Experience
3. Financial Statement
4. Project Understanding, Concept, Approach and Schedule
5. Team Organization, Experience and Certifications/Qualifications

### **2.1 *Request for Proposal Document***

The RFP is comprised of the base RFP document, any attachments, and any addenda released before a vendor (or vendors) are selected. All attachments and addenda released for this RFP before the selection are incorporated herein by reference.

#### **2.1.1. Cover Letter/Letter of Intent**

Introduction Letter with intent of the Vendor as it may pertain to the Request for Proposal.

#### **2.1.2. Corporate Background and Experience**

This section shall include background information of the Vendor and should give details of experience of providing similar services. A list of five (5) municipalities (including contact persons and telephone numbers) in which Vendor has provided similar services in the past three (3) years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list similar services provided in the specified period will result in the rejection of the Vendor's Proposal as non-responsive.

### 2.1.3. Financial Statement

The Vendor shall provide the following financial information:

- a. Recent audited or reviewed financial statements prepared by an independent Certified Public Accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Vendor shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP); **OR**

Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Vendor shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Vendor's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Vendor's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Vendor's parent or related corporation/business entity shall not be considered, unless: (1) the Vendor's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Vendor's performance of the agreement and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the agreement, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Vendor provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

- b. Provide a summary of any litigation, claim(s), or contract dispute(s) which have been concluded and/or which were filed by or against the Vendor, Vendor's parent or related corporation/business entity in the past five (5) years arising from or relating in any way to Vendor's Dockless Scooter System. If no litigation has been filed, please include a statement to this effect. The summary shall include: 1) the basis of the lawsuit, litigation, claim, or contract dispute; 2) a brief description of the case; 3) the outcome; and 4) the monetary amounts involved.
- c. Provide a summary of any pending or threatened litigation that is known, arising from or relating in any way to Vendor's Dockless Scooter System to be filed by or against the Vendor, Vendor's parent or related corporation/business entity.

- d. List any governmental, regulatory or license agency sanctions, including municipal fines, assessed against Vendor, Vendor's parent or related corporation/business entity in the past five (5) years arising from or relating in any way to Vendor's Dockless Scooter System.
- e. The Vendor's failure to provide any of the above-referenced financial statements or failure to submit all the requested information will result in the rejection of the Vendor's proposal as non-responsive. Vendors are encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.
- f. All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, if the Vendor complies with the North Carolina Public Records Act, in marking the financial information, statements and/or documents "confidential" upon initial disclosure to the City.

#### 2.1.4. Incorporation of Recommended System Elements

This section shall include, in narrative, outline, and/or graph form, the Vendor's approach to accomplishing the guiding principles and elements outlined in the Scope of Work section of this RFP. A detailed description of each element, and how each is to be accomplished shall be included. If the specific element requests a document or policy to be provided, Vendor shall provide a copy thereof. If no document or policy exists, please include a statement to this effect. The Vendor's failure to provide any of the above-referenced documents or policies, or failure to submit all the requested information will result in the rejection of the Vendor's proposal as non-responsive.

#### 2.1.5. Team Organization, Experience and Certifications/Qualifications

This section shall include the proposed staffing, deployment and organization of personnel to be assigned to this project. The Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar systems and the responsibilities to be assigned to each person.

## 2.2 Evaluation Criteria

Raleigh is looking to select Vendors with experience, a strong commitment to safety, a high-quality system and devices, and a willingness to work collaboratively with the City of Raleigh. Proposals will be evaluated on the following:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Cover letter / Letter of Intent	0		
Organization and Experience	1		
Municipal References	1		
Incorporation of Recommended System Elements			
<a href="#">Operations</a> and <a href="#">Safety</a>	5		
<a href="#">Parking and Access</a>	3		
<a href="#">Equity</a>	1		
Community Outreach	1		
<a href="#">Labor and Customer Service</a>	1		
<a href="#">Data and Data Privacy</a>	3		
<a href="#">Financial Assurances and Incentives</a>	3		
Innovation	1		
<b>Final Score</b>			

### Score Points

0- Missing or Does Not Meet Expectation

2- Meets Expectation

1- Partially Meets Expectation

3- Exceeds Expectation

### 2.2.1. Operations and Safety

- a. The fleet size proposed, and the proposed deployment location of devices, including disadvantaged communities.
- b. Hours of operation and strategies for storage of devices during non-operational hours.
- c. Strategies to educate and train Users in safe Dockless Scooter System operation.
- d. Strategies to make available and promote use of helmets by Users.
- e. Strategies for the maintenance, repair, recharging and replacement of the Dockless Scooter System, and ability to provide records thereof.
- f. Safety and functionality of the Vendor's designated devices, including, but not limited to, safety features, durability, lighting and reflectivity, and adjustable speed range.
- g. Vendor initiated User penalties for non-compliance with regulations and laws governing Dockless Scooter System operations, including suspension or revocation of User accounts, and



any other Vendor measures to promote appropriate User operation. Evaluators will consider the effectiveness of User incentives to encourage compliance.

- h. Vendor strategies to confirm that Users are over 18 years of age and have valid driver's licenses. Evaluators will consider the effectiveness of Vendor strategies to achieve compliance.
- i. Vendor policies for providing information or records to law enforcement and/or other parties regarding criminal investigations and/or accidents involving devices.
- j. Provide all privacy policies for review.
- k. Ability to self-identify non-compliance with rules of use, regulations, and laws governing Dockless Scooter System operations by Users, resulting in self-initiated measures to promote appropriate operations and parking by Users, including the suspension or revocation of User accounts.

#### 2.2.2. Parking and Access

- a. Strategies to educate and train Users in appropriate parking.
- b. Strategies to ensure devices are correctly parked, including commitments to locking or tethering, and parking that does not block the right of way for pedestrians.
- c. Vendor initiated User penalties for non-compliance with regulations and laws governing parking, including suspension or revocation of User accounts, and any other Vendor measures to promote appropriate User parking. Evaluators will consider the effectiveness of User incentives to encourage compliance.

#### 2.2.3. Equity

- a. Approaches to providing services to low income Users.
- b. Ensuring availability of services to low income Users by committing to deploying and re-balancing Dockless Scooter System within identified communities.
- c. Outreach strategies for providing services to low income Users, including awareness and how to use the Dockless Scooter System.
- d. Ability to provide a multilingual website, call center, and mobile application customer interface, in languages to be determined by the City.

#### 2.2.4. Community Outreach

- a. Approach to community outreach that ensures the public, including non-Users, may report issues and stay informed about the Dockless Scooter System through easily accessible means (i.e., website, customer service representatives, telephone).
- b. Strategies to partner with community benefit organizations, minimize disruption in neighborhood commercial districts, provide community benefits, implement a culturally relevant and multilingual communications plan, an equitable implementation plan, or promote the use of Dockless Scooter Systems citywide among low income communities.

#### 2.2.5. Labor and Customer Service

- a. Understanding of operational needs and resource requirements to ensure service reliability.
- b. Approach to ensuring safe operations through hiring and training staff and/or independent contractors; by the proper staging, deployment and re-balancing of the Dockless Scooter System devices; providing knowledge of the community; and a staffing plan that adequately

supports the vehicle fleet.

- c. Approach to customer service that ensures the City, and both Users and non-Users of the Dockless Scooter System services, may report issues through locally available and easily accessible means (i.e., website, customer service representatives, telephone).
- d. Provide a copy of any staffing plan, including hired staff and independent contractors, for the operation and maintenance of your Dockless Scooter System program.
- e. If independent contractors are to be used in the operation, maintenance, deployment, and/or charging of the devices, provide any training or information provided to said independent contractors concerning safe charging and maintenance practices, any incentive structure for charging and/or maintaining scooters, and the minimum age requirements to become a charger and/or mechanic.
- f. Strategies to comply with local laws and best practices regarding equal opportunity, fair wages, and transparency related to hourly rate and net of job related expenses.
- g. Strategies to minimize potential negative impacts associated with practices related to collecting, redistributing, maintaining and recharging scooters.

#### 2.2.6. Experience

- a. Experience in operating and maintaining Dockless Scooter Systems, including history of compliance with municipal regulations.
- b. If you have ever operated a Dockless Scooter System in the City of Raleigh, describe how you complied with applicable laws, including your efforts to ensure compliance by your Users with applicable laws, and your efforts to work in good faith with staff from the City, and your compliance with any enforcement efforts for right-of-way violations (including sidewalk obstruction).

#### 2.2.7. Data and Data Privacy

- a. Ability to comply with requirements to provide the City with aggregate demographic data, anonymized trip data, and real time location information in a format to be determined by the City, and provision of data collection, use, and privacy policies acceptable to the City.
- b. Compliance with specific industry accepted Practices related to collection, privacy and safe storage of consumer data.

#### 2.2.8. Financial Assurances and Incentives

- a. Agreement to Master Encroachment Agreement (MEA) requirements for insurance, indemnification, and indemnity bonding, and payment of all fees associated with MEA.
- b. Ability to partner and collaborate with the City to provide infrastructure advantageous to multiple mobility options and/or other mobility incentives.
- c. Please attach a certificate of insurance as well as an endorsement of additional insured. If you have not yet purchased insurance meeting the specifications herein, supply a statement of intent to obtain this insurance in advance of being awarded the MEA.

#### 2.2.9. Innovation

- a. Ability to provide technological solutions to prohibit Dockless Scooter System operations and parking within City designated areas.
- b. Ability to provide technological solutions to limit Dockless Scooter System operations to reduced speeds within City designated areas.

### 2.3 *Final Selection*

RFPs will be reviewed after opening and will be ranked in order of choice. A recommendation will then be presented to the City Council with the accompanying Master Encroachment Agreement. All Vendors will be notified of their standing following the City's decision. The City reserves the right to make an award(s) without further discussions of the submittals. The City shall not be bound or in any way obligated until all parties have executed the Master Encroachment Agreement. The City reserves the right to delay the award of a MEA, or to not enter into an agreement with any Vendor.

### 2.4 *Notice to Vendors Regarding RFP Terms and Conditions*

2.4.1. It is the responsibility of the Vendors to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made part of this RFP. The Vendor shall comply with all requirements and specifications herein and shall be responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

2.4.2. By submitting a proposal in response to this RFP, the Vendor affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the City may exercise in its sole discretion the following rights; and (iii) the City may exercise the following rights at any time and without notice to any Vendor:

- a. to reject any and all proposals;
- b. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- c. to cancel this RFP with or without issuing another RFP;
- d. to extend the time period for responding to this RFP;
- e. to solicit new proposals;
- f. to conduct personal interviews with any Vendor to assess compliance with the selection criteria;
- g. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
- h. to negotiate any aspect of a proposal;
- i. to terminate negotiations regarding any and all proposals at any time;
- j. to expressly waive any defect or technicality in any proposal;
- k. to rescind a selection prior to agreement execution if the City determines that the proposal does not conform to the specifications of this RFP;
- l. to rescind a selection prior to agreement execution if the City determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the City;
- m. to require the selected Vendor or Vendors shall procure and maintain during the life of the agreement liability insurance in an amount set within the agreement;
- n.
- o. that no portion of performance of the agreement shall be subcontracted without the prior written approval of the City; and

- p. that each Vendor agrees to indemnify, defend, and hold harmless the City from any and all losses, injuries, expenses, demands and claims against the City of Raleigh sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Vendor's proposal; (ii) the delivery by the Vendor to the City of any other documents or information; and (iii) any other conduct undertaken by the Vendor in furtherance of or in relation to the Vendor's proposal. Each Vendor agrees that its duty to indemnify, defend and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent agreement.

2.4.3. The City is under no obligation whatsoever to select a Vendor as a result of this RFP. The RFP does not represent any commitment on the part of the City to the Vendor or to the operation of Dockless Scooter Systems. In no event shall the City be responsible for any cost, expense or fee incurred by or on behalf of the Vendor in connection with the RFP. Vendor shall be solely responsible for all such costs, expenses and fees.

### 2.5 *Events of Disqualification or Default*

2.5.1. Subsequent to the selection of a Vendor(s), and before execution of an Agreement, the City may treat any of the following as an event of disqualification or default:

- a. Unilateral withdrawal by the selected Vendor(s);
- b. Failure to proceed substantially in accordance with the proposal as submitted;
- c. Failure by the Vendor for any reason whatsoever to timely execute the Agreement when tendered;
- d. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the Request for Proposal, or subsequent thereto; and
- e. Failure to provide in a timely manner the additional material required after selection throughout the City disposition process.

2.5.2. Upon the happening of an event of disqualification or default by the Vendor, City shall have the right, at its election, to:

- a. Rescind its selection; or
- b. Declare null and void an Agreement that may already have been executed.

### 3.0 **Scope of Services**

The City of Raleigh is soliciting up to four capable and qualified vendors to provide Dockless Scooter System services within the municipal jurisdiction. Successful vendors will exceed **minimum service requirements** in multiple performance areas programmed to provide basic system operations, without precluding advancements in technology or upgrades to operations. Vendors will also be evaluated in the selection process on their ability to incorporate **recommended system elements** into their operations. Proposals must address the following criteria and include detailed explanations of how the Vendor will integrate them as a part of a Dockless Scooter System operation:

Guiding Principle	Evaluation Criteria	Minimum Requirements	Recommended Elements
Safety	<i>Devices are well maintained and safe to be ridden.</i>	<ol style="list-style-type: none"> <li>1. Devices are safe, clean, and in good operating order.</li> <li>2. Devices have durable working brakes, head and tail lights, and security hardware.</li> <li>3. Only electric motors are permitted.</li> <li>4. Equipment has max speed of 15 MPH.</li> <li>5. Provide a maintenance, operations, cleaning, disposal, and repair plan for devices.</li> <li>6. <b>Provide technical descriptions for all devices in use currently.</b> If any devices have been subject to recall, include all recall notices.</li> </ol>	<ol style="list-style-type: none"> <li>1. Devices equipped with GPS.</li> </ol>
	<i>Educate users about riding safety and roadway regulations, including where riding is permitted and prohibited.</i>	<ol style="list-style-type: none"> <li>1. Safety information is visibly posted on each device and in the system software.</li> <li>2. Education about riding and parking rules, including where it is permitted and prohibited, is provided at sign-up and each time the mobile application is opened.</li> </ol>	<ol style="list-style-type: none"> <li>1. Software regularly educates users about riding and parking rules and responsibilities.</li> <li>2. Monthly education and awareness events.</li> <li>3. Multi-lingual communication in access platforms and options for low income users.</li> <li>4. Provide Vendor strategies to make available and promote use of helmets by Users.</li> </ol>
	<i>Vendor enforcement.</i>	<ol style="list-style-type: none"> <li>1. Provide Vendor strategy for User noncompliance with laws governing Dockless Scooter System operations.</li> <li>2. Vendor policies for providing information or records for incidents involving devices with both law enforcement, private persons and third parties. <b>Provide copies of all policies.</b></li> </ol>	<ol style="list-style-type: none"> <li>1. Provide Vendor strategies and policies for Vendor initiated suspension or revocation of User accounts for non-compliant use and parking. <b>Provide copies of all policies.</b></li> <li>2. Provide Vendor strategies to confirm Users are over 18 old and have valid driver's licenses.</li> </ol>

Guiding Principle	Evaluation Criteria	Minimum Requirements	Recommended Elements
Disabled Access	<i>Devices, and their use, must not pose a hazard to others or obstruct the use of the right of way.</i>	Provide Vendor strategies to ensure the following: <ol style="list-style-type: none"> <li>1. Devices do not block pedestrian paths of travel, building entrances, driveways, bus stops, traffic lanes, accessible (ADA) curb ramps and parking spaces, and/or bike lanes.</li> <li>2. Devices are not rebalanced or distributed in prohibited areas.</li> </ol>	Provide Vendor strategies to ensure the following: <ol style="list-style-type: none"> <li>1. Devices are parked appropriately in the public right of way (e.g. upright in the amenity zone).</li> <li>2. Devices are not parked on private property without permission.</li> <li>3. The system informs and incentivizes people to lawfully park devices.</li> <li>4. Devices are evenly distributed and balanced regularly.</li> <li>5. If City creates designated parking areas, Vendor will institute designated hubs into the software system.</li> </ol>
Operational Requirements	<i>Operational issues are attended to promptly.</i>	Provide a Customer Service Plan for operation within the City that can achieve the following: <ol style="list-style-type: none"> <li>1. Improperly parked, broken or damaged devices are removed promptly.</li> <li>2. Devices to display both a unique ID number and customer service number.</li> <li>3. Maintain a customer service number to be answered during all operating hours.</li> <li>4. Maintain a 24/7 contact for emergencies.</li> <li>5. Maintain staffed operations located within the City.</li> <li>6. Ability of both Users and non-Users of the Dockless Scooter System services to report issues.</li> </ol>	Provide a Customer Service Plan for operation within the City that can achieve the following: <ol style="list-style-type: none"> <li>1. Maximum response time for any incident is 12 hours.</li> <li>2. Devices regularly maintained and cleaned.</li> <li>3. Provide adequate staff for customer service, balancing, and maintenance.</li> <li>4. Provide Vendor strategies to ensure devices are correctly parked, including commitments to locking or tethering, and parking that does not block the right of way for pedestrians.</li> </ol>

Guiding Principle	Evaluation Criteria	Minimum Requirements	Recommended Elements
Operational Requirements	<i>The fleet size proposed, and the proposed deployment location of devices.</i>	<ol style="list-style-type: none"> <li>1. <b>Provide proposed deployment locations.</b></li> <li>2. Minimum of fifty (50), and not more than five hundred (500) devices within the Raleigh city limits at any time.</li> <li>3. Provide Vendor strategies to guarantee deployment of no more than four (4) devices on a single block face.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide Vendor strategies to partner with community organizations, minimize disruption in neighborhoods and commercial districts, provide community benefits, implement a multilingual communications plan, an equitable implementation plan, and promote the use of Dockless Scooter Systems citywide, including among low income communities.</li> </ol>
	<i>Labor practices</i>	<ol style="list-style-type: none"> <li>1. <b>Provide a copy of any staffing plan, including hired staff and independent contractors, and hourly rate.</b></li> <li>2. <b>Provide copies of all policies and training information</b> provided or relating to independent contractors hired for charging and maintenance, any incentive structure for charging and/or maintaining scooters, and the minimum requirements (including age) to become a charger and/or mechanic.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide Vendor strategies to minimize potential negative impacts associated with practices related to collecting, redistributing, maintaining and recharging scooters.</li> </ol>

Guiding Principle	Evaluation Criteria	Minimum Requirements	Recommended Elements
Operational Requirements	<i>Maintenance</i>	1. Maintain a record of maintenance activities, reported collisions, device locations, and parking, which detail the identification number and maintenance performed on all devices for the duration of the Agreement.	1. If you currently operate within the City of Raleigh, provide a copy of all maintenance activities, reported collisions, device locations, and parking.
Equity	<i>Provide affordable user fees and submit a user fee plan/rate structure to the City that reduces barriers to participation.</i>	1. Provide Vendor strategies to maintain at least twenty-percent (20%) of devices within groups or census tracts designated as “Communities of Concern”, as designated by the City. 2. Indicate ability to host a multilingual website and mobile application customer interface, with languages determined by the City, that is available 24 hours a day, seven days a week. 3. Provide Vendor strategies to implement programs to reduce barriers to low-income persons.	1. Provide Vendor strategies to provide diverse payment options, including options for persons with neither a smart phone nor a credit card to rent its shared device.



Guiding Principle	Evaluation Criteria	Minimum Requirements	Recommended Elements
Data and Data Privacy	<i>Protect user's personal information.</i>	Provide Vendor policies to ensure the following: <ol style="list-style-type: none"> <li>1. All Financial transactions are secure (PCI compliant).</li> <li>2. Provide copies of all policies.</li> </ol>	Provide Vendor policies to ensure the following: <ol style="list-style-type: none"> <li>1. User information is protected using industry standard encryption, and customer permission is sought/received before sharing data with any third parties.</li> <li>2. Any membership auto-renewals meets State and Federal standards for consumer protections.</li> </ol>
	<i>Compliance with specific industry accepted Practices related to collection, privacy and safe storage of consumer data.</i>	<p><b>Please respond to the following questions:</b></p> <ol style="list-style-type: none"> <li>1. Have you formally assigned a staff member or third party the responsibility of overseeing your company's overall security program? Please identify and their specific responsibilities.</li> <li>2. What processes and methods are you using to properly anonymize and encrypt personal data?</li> <li>3. Please describe your processes for detecting and communicating data breaches.</li> <li>4. What tools are in place to manage the identification, tracking, and destruction of personal data associated with a User?</li> <li>5. Do you purge application data according to a defined data retention schedule?</li> <li>6. <b>Do you have current, documented policies and procedures that include the following? If so, attach.</b> <ol style="list-style-type: none"> <li>a. Enterprise Security Policy</li> <li>b. Security Incident Response Policy and Supporting Procedures</li> <li>c. Change Control Policy and Supporting Procedures</li> <li>d. Acceptable/Responsible Use Policy</li> <li>e. Privacy Policy</li> </ol> </li> <li>7. Do you perform background checks and/or credit checks for persons with access to confidential data?</li> <li>8. Please describe (at a high level) the technical and operational controls you have implemented to help you detect and respond to security events and incidents.</li> <li>9. How frequently do you log and review security-related events?</li> </ol>	

Guiding Principle	Evaluation Criteria	Minimum Requirements	Recommended Elements
Data and Data Privacy	<i>Share trip and device location data with the City.</i>	Provide Vendor policies and strategies to ensure the following: <ol style="list-style-type: none"> <li>1. Vendor to provide a monthly data export in a mutually agreed upon format on fleet utilization.</li> <li>2. Vendor to provide a weekly ride summary report.</li> <li>3. Vendor to provide the City with five (5) separate login accounts for access to API.</li> </ol>	Provide Vendor policies and strategies to ensure the following: <ol style="list-style-type: none"> <li>1. Provide real-time information on the entire fleet, through a API consistent with the City of Los Angeles Mobility Data Specification.</li> <li>2. Provide customer service surveys every 6 months and provide results and data to the City.</li> <li>3. Implement geo-fenced parking and “no- and slow-ride” areas.</li> </ol>
	<i>User policies</i>	<b>1. Provide all privacy policies.</b>	<b>1. Provide copies of screen shots</b> of all locations where users would see privacy policies, user agreements, and/or terms of service, for purposes of obtaining user acknowledgement or agreement.
Financial Assurances	<i>Obtain and maintain valid insurance and bonding and indemnify the City.</i>	<ol style="list-style-type: none"> <li>1. Apply for and execute a Master Encroachment Agreement.</li> <li>2. Attach a certificate of insurance and endorsement of the City of Raleigh as additional insured.</li> </ol>	Provide Vendor policies and strategies to ensure the following: <ol style="list-style-type: none"> <li>1. Ability to partner and collaborate with the City to provide infrastructure advantageous to multiple mobility options and/or other mobility incentives.</li> </ol>

#### **4.0 Terms of Master Encroachment Agreement (MEA)**

The present agreement utilized by the City is the Master Encroachment Agreement (MEA) attached as Exhibit 1 hereto of this RFP. It is the City's intention to require selected vendors to utilize this form to allow their operation within the City's jurisdiction. Notwithstanding the above, the City reserves the right to revise terms of the attached MEA if the City determines, in its sole discretion, that the change better protects the City or better reflects the vendor's proposed operations. All agreements with vendors selected through this process shall require approval of the Raleigh City Council, with such approval to be at the City Council's sole discretion.