

STATE OF SOUTH DAKOTA
South Dakota State University
Purchasing Office
1451 Stadium Road – Box 2201
Morrill Hall Room 304
Brookings, SD 57007

SDSU AND THE CITY OF BROOKINGS DOCKLESS E-SCOOTER SHARING SYSTEM
PROPOSALS ARE DUE NO LATER THAN February 9, 2024 at 1:00pm CST

RFP #: SDSU12122023

Buyer: Karen Bravek

EMAIL: Karen.Bravek@sdstate.edu

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

South Dakota State University (SDSU) and the City of Brookings, South Dakota (City), together are seeking the services of a vendor who meets the e-scooter share specifications listed below. This community-wide approach to e-scooter share implementation will require the selected vendor to provide seamless services across the borders of the two communities.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The SDSU Purchasing Office is the issuing office for this document and all subsequent addenda relating to it, on behalf of State of South Dakota, SDSU, and the City of Brookings. The reference number for the transaction is RFP #SDSU12122023. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	December 12, 2023
Deadline to Contact for Site Visit	January 5, 2024 by 1:00pm CST
Site Visit Completion Date	January 19, 2024
Offeror Questions Due	January 26, 2024 by 5:00pm CST
Responses to Offeror Questions	February 2, 2024 by 2:00pm CST
Proposal Submission	February 9, 2024 by 1:00pm CST
Oral Presentations/discussions (if required)	February 16, 2024 if needed
Proposal Revisions (if required)	February 23, 2024 if needed
Anticipated Award Decision/Contract Negotiation	March 1, 2024

1.4 SITE VISIT

Site visits are not required but are highly recommended. A site visit will be provided if completed by the deadline listed in section 1.3. Interested vendors must email Avery Sage at Avery.Sage@sdstate.edu and each vendor will receive an email or call to arrange a visit. The site visit will be between 2-3 hours in length and will be at the vendor's expense. **NOTE:** any questions asked during the site visit will need to be included in the Written Inquiries process (as outlined in section 1.12)

1.5 SUBMITTING YOUR PROPOSAL

All proposals, and any required files, must be completed and received in the SDSU Purchasing Office via email to Karen Bravek, SDSU Purchasing Manager at Karen.Bravek@sdstate.edu by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration. The proposal submission email MUST have a subject line that indicates the appropriate RFP Number and Open Date.

Example:

REQUEST FOR PROPOSAL #SDSU12122023 Opening 02-09-2024

This information is the ONLY information that should appear in the Subject Line of your email. Any other information could cause your bid to be rejected.

All proposals must be signed by an officer of the responder, legally authorized to bind the responder to the proposal. Proposals that are not properly signed may be rejected.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to SDSU/State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by SDSU or the State of South Dakota.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice

to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.10 CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.11 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.12 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Karen Bravek at Karen.Bravek@sdstate.edu with the subject line **"RFP #SDSU12122023 QUESTIONS"**.

The State will respond to the offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.13 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.14 LENGTH OF CONTRACT

The length of this contract will be an initial three (3) year period with the option of three (3) 1-year extensions mutually agreed upon between all parties.

1.15 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.16 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** Unless otherwise negotiated and agreed upon by the parties, SDSU/The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract. SDSU will not pay Contractor's expenses as a separate item.
- 2.5** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.6** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.
- Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

- 2.13** The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.15** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.16** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.19** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

3.1. Vision

SDSU and City envision a private e-scooter share system that is provided at no cost to the organizations which offers residents, visitors, students, and employees a convenient and affordable way to move seamlessly within participating communities. The vendor will provide the system at no cost to SDSU and City. All Consumer (the end user renting an e-scooter from the system) pricing must be reasonable and take into account issues of equity. Equity shall take into account vendors' ability to enable citizens to have equal access to goods and services despite any socio-economic diversity.

The system will utilize state-of-the-art technology, equipment, and operations. The system may include 200 or more standard e-scooters.

3.2. Objectives

SDSU and City seek the services of an experienced vendor who will create and operate a private e-scooter share system across these participating communities. The objective of this RFP is to provide the participating communities with a safe, accessible, user-friendly, and equitable e-scooter share system that allows for seamless operations across the boundaries of the campus and community.

Services shall include supplying equipment and providing operational services for SDSU and City. Vendor may seek private sponsorship and or advertising, according to the policies of SDSU and the bylaws of the City. Vendor will keep all revenue from the system.

While this procurement will facilitate coordination and ensure that there is consistent regulations and standards of operating across both communities, due to the varying demographics, organizational structures, laws, regulations, and rules across the communities, certain elements of e-scooter share system operations may be left to local discretion or requirements. This may include but is not limited to:

- ***Holding a contract with the selected vendor***
SDSU and City will have separate contracts with the selected vendor to enforce specific laws, regulations, and rules.
- ***Requesting a parking siting plan***
SDSU and City reserve the right to require the selected vendor to establish an outdoor parking siting plan in coordination with the campus and municipality to ensure adequate capacity and signage for e-scooter share system parking. This option shall be exercised by SDSU and City if they designate specific areas for e-scooter parking, rather than permit a true free-floating e-scooter share system.
- ***Wintertime operations***
SDSU and City have discretion over whether they will continue to remain in operation during winter months. We anticipate between Thanksgiving and SDSU's spring break e-scooters will not be operated on the SDSU campus or in the City.
- ***Siting e-scooter parking facilities on private property***
The vendor may work with interested private property owners to site e-scooter parking facilities on private property.

3.3. Participating Communities' Demographics

Municipality	Population***	Sq. Miles	Population Density (people/sq. mi.)
SDSU	9,288*	1.0	9,288
City	23,577**	13.0	1,814
TOTAL	32,865	14.0	2,348

*2021 Brookings campus headcount

**2021 census

***Brookings and SDSU data have overlap that is unable to be determined

3.4. Removing E-scooters

For e-scooters on public property, SDSU and City may require the vendor to temporarily move e-scooters to a nearby location if the approved location needs to be used for emergency purposes, snow removal, construction, or other public benefit. E-scooters may also be moved by campus or municipal staff for these purposes.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 REQUIRED AND DESIRED SPECIFICATIONS

Vendors are advised that requirements that are listed as "Must," "Shall," or "Required" are mandatory specifications. Failure to include these elements may lead to disqualification. Those specifications that are listed as "Desirable", "Preferred", or "Advantageous", are value added and their inclusion or exclusion will be reflected in the scoring.

5.1 Equipment – Overview

- a. E-Scooters shall be new.
- b. E-Scooters must be durable and be able to be kept outside 365 days per year with minimal wear.
- c. E-Scooters shall be rust resistant.
- d. E-Scooters must have fenders to protect users from tire spray.
- e. E-Scooters must have reliable and intuitive braking systems.
- f. E-Scooters must have some form of audible warning mechanism such as a bell or a horn.
- g. E-Scooters must be uniform in nature.
- h. All E-Scooters must be for adult riders.
- i. Please specify scooter ability to adjust handlebar height.
- j. E-Scooters shall be marked consistently and be of the same model.
- k. E-Scooter color and logo placement will be determined by SDSU and City, in collaboration with the partner company.
- l. E-Scooters must be one-size-fits all design. If scooter provided has a seat, it must be adjustable. Seat post should be marked for various heights as a guide for the user. The user shall not be able to remove the seat from the frame.
- m. E-Scooters must have a locking mechanism (physical or app-based) to enable user to secure the e-scooter while making stops.
- n. Directions for use of the e-scooter must be easily accessible to riders, preference would be mounted on e-scooter in a visible location.

5.2 Equipment and Operation – Compliance with Laws and Regulations

All e-scooters and their operation must be in compliance with all applicable local, state, and federal laws including but not limited to the laws, regulations, ordinances, and rules applicable to e-scooters.

This includes but is not limited to:

- South Dakota Codified Law including South Dakota Codified Law § 32-17-15; have a white light on the front of the e-scooter visible under normal atmospheric conditions from a distance of at least three hundred feet in front of such e-scooter and shall also be equipped with a reflex mirror or lamp on the rear exhibiting a yellow or red light visible under like conditions from a distance of at least two hundred feet to the rear of such e-scooter. Lights whose energy is generated from the e-scooter or solar panels and lights that remain on during short stops are preferred.
- The standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for E-scooters. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210;
- The National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric e-scooters; and shall be subject to the same requirements as the other bikes described therein. Electric assist e-scooters shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds; and
- If providing electric-assist e-scooters, the vendor must demonstrate the ability to comply with all applicable local and state laws, regulations, ordinances, and rules around motorized vehicles, including not limited to, South Dakota Law 32-20B.

5.3 Technology

Vendors must offer state-of-the art e-scooter share technology. Vendors must be able to provide the technology necessary to accommodate SDSU and City that opt for stricter regulations around parking and develop and follow a e-scooter parking siting plan:

- **Mobile Application**
A mobile application to accept payments, handle all aspects of rental transactions, and provide information on e-scooter availability and locations.
- **GPS Technology**
GPS technology or equivalent technology to provide real-time tracking of e-scooter location and routes and to record trip data.
- **Geofencing**
The ability to virtually designate the system service and operation area(s), speed regulation, and/or parking areas to support fleet management.

5.4 E-Scooter Maintenance

Vendors must be able to ensure that all e-scooters in its fleet available to the public are in good working order and safe to operate. Vendor must provide a regular maintenance schedule. A plan must be in place to maintain charge one-scooters

5.5 E-Scooter Parking

While SDSU and City reserve the right to establish their own parking requirements via a parking siting plan, typically both will make designated spaces available for e-scooter share parking to the vendor at no cost. SDSU and City may further support the program by allowing painted e-scooter parking areas and/or otherwise recommending e-scooter parking spots.

5.6 Parking Identification

It is desirable that Vendors consider offering signage, pavement markings, or other methods to designate appropriate parking areas. Additionally, Vendors should consider establishing additional parking areas on private property. In such cases, it is the vendor's responsibility to work with the appropriate property owner, official or agency.

5.7 Parking Requirements

Vendors providing e-scooter share shall demonstrate ability to comply with the following e-scooter share outdoor parking requirements:

- a. E-Scooters shall be parked at locations expressly permitted that are consistent with the locations designated by the City and SDSU, local laws and regulations.
- b. E-Scooters must not be parked immediately adjacent to or within: transit zone, loading zone, accessible parking zone or other facilities specifically designated for handicap accessibility, fire hydrant, street furniture, curb ramp, entryway, driveway, parklet. E-Scooters may not be parked in a manner that in any way violates ADA accessibility requirements.
- c. Any e-scooter that is parked incorrectly shall be re-parked or removed by the vendor based on these times, or as otherwise proposed by the Vendor within 12 hours of receiving notice.
- d. E-Scooters parked in a non-designated parking area for more than 24 hours without moving may be removed by SDSU and/or City at the expense of the e-scooter share vendor.
- e. An inoperable e-scooter, or any e-scooter that is not safe to operate, shall be made not available to the public and removed from the public right-of-way by the vendor within 12 hours of notice.
- f. The vendor will inform customers of how to appropriately park e-scooters.

5.8 Customer Service

Vendors must be able to provide customer service via multiple mechanisms (i.e.: mobile applications, website, phone number), enabling members of the public to ask questions, report e-scooters that are damaged or improperly parked, request refunds, or otherwise receive support. 24/7/365 customer support must be available in both English and Spanish with a minimal response time. Multiple languages are preferred.

5.9 Operations

Vendors must provide ground operations to ensure the compliance, safety, accessibility, and responsible placement of e-scooters. Vendor operational responsibilities will include:

- a. Daily e-scooter rebalancing and distribution, including ensuring a minimum number of functional e-scooters are operational each day in each community.
- b. Equipment inspection, maintenance, and repair consistent with or exceeding manufacturer's recommendations.
- c. Vendor must be able to receive courtesy notifications on e-scooter issues. It is preferred that the Vendor serve as an "active ticket resolver." Vendor must also provide a reliable method for other municipalities (in addition to SDSU and City) to report issues directly to Vendor should e-scooters end up outside the permitted service area or if other system-related concerns arise.
- d. If operational in the winter, vendor must provide services to ensure e-scooters are accessible and safe to use. Vendor must provide a plan for operations in the case of weather-related emergencies that prioritizes the safety of users and is responsive to municipal concerns.
- e. Vendor must provide information regarding safety features for use to include but not limited to safety and use training and age verification mechanisms available to users. Preference will be given to vendors with the ability for sobriety and/or fit to operate checks.

5.10 Data Access and Reporting

The Vendor must provide samples of data and reports available to SDSU and the City. SDSU and City may require select data to be made available for police investigations. It is preferred that vendors provide SDSU and City data on a monthly basis.

5.11 Data Security

Vendors will be responsible for providing secure system applications. The appropriate safeguards within the environment should include the use of encryption software and unique IDs and passwords to protect the data's confidentiality, integrity, and availability. All applications must meet security standards appropriate for the information type that they will be storing, processing, or transmitting. If the application will not be storing, processing, or transmitting any explicitly regulated information, then PCI DSS 3.2.1 (or most recent) compliance standards will be used as a best practices guide. All applications must meet PII standards which are based on NIST standards. Personally identifiable information (PII) must be physically stored within solution architecture within the United States. Vendors must provide their most recent third-party PCI audits. Vendors must not sell or share customer PII

5.12 Sale of Data

Vendors are required to follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. It is required that vendors do not resell users' personally identifiable information.

5.13 Contingency Plan

In the event a vendor is no longer able to successfully operate the e-scooter share system, it is preferred that this is communicated to SDSU and City 6 months in advance to avoid any potential disruption in service. Vendor agrees to use best efforts to work with any successive Vendor.

6.0 VENDOR TECHNICAL QUESTIONS

All responses to the Vendor Technical Questions must be provided using the Exhibit A: Technical Matrix document.

6.1 Vision

Please describe your overall vision for this project.

6.2 Qualifications

Please describe your organization's experience and qualifications, including:

- 6.2.1 Number of systems and e-scooters worldwide and in North America,
- 6.2.2 Biographies and qualifications of lead team members,
- 6.2.3 An organization chart reflecting the entire company as well as the local team,
- 6.2.4 Length of corporate operation,
- 6.2.5 Major sources of financing, and
- 6.2.6 Related or ancillary business operations beyond e-scooter share systems.

6.3 Financial Capacity

- 6.3.1 Describe your organization's financial and capital resources, including identifying parent owned company that allow you to deliver on your proposed plan and respond to unexpected challenges.

- 6.3.2 Demonstrate that your organization can provide the required number of e-scooters necessary to serve SDSU and City. If you are selected to enter into a contract, you may be asked to provide an Audited Financial Statement.

6.4 Project Plan and Timeline

- 6.4.1 Please provide a timeline of milestones for launch and implementation of the e-scooter share system, which shall include the number of e-scooters provided during the following four timeframes to both SDSU and City:
- 6.4.1.1 System launch,
 - 6.4.1.2 The end of first three months of operation,
 - 6.4.1.3 The end of the first year of operation, and
 - 6.4.1.4 Any extension terms, assuming contract extension through those time periods.
 - 6.4.1.5 Specifically, explain how you will monitor system effectiveness, customer satisfaction, and municipal relationships over time, and how you will use that information to adjust the operation of the system.
 - 6.4.1.6 Please note the steps you will take to involve SDSU and City before and during the system launch, as well as after system implementation.

6.5 Service Area & System Size

- 6.5.1 Please include a minimum number of e-scooters guaranteed to be in SDSU and City's service area at least once per day.

6.6 Equity

Please describe your approach to equity consideration in the e-scooter share system. Describe whether you offer the following features, such as:

- 6.6.1 Method to ensure availability of e-scooters in low-income individuals,
- 6.6.2 Users can access system without use of a smartphone or other similar technology,
- 6.6.3 Users can access system without use of credit card/debit card (i.e. can make cash payments), and
- 6.6.4 Any other features of the system that serve low-income individuals.

6.7 Equipment & Technology

- 6.7.1 Please describe in detail the equipment specifications and front- and back-end technology. Include screenshots if necessary. Submit any and all specifications of all e-scooters that would be provided to SDSU and City, including validation that the equipment meets all required safety requirements.

Please describe the following:

- 6.7.1.1 Description of process to rent and lock/unlock an e-scooter,
- 6.7.1.2 Mobile application services provided,
- 6.7.1.3 E-scooter reservation services provided,
- 6.7.1.4 Geofencing capabilities, and
- 6.7.1.5 Use of GPS technology.
- 6.7.1.6 Please note whether you make use of any propriety parts to help deter equipment theft and vandalism.

6.8 Maintenance

- 6.8.1 Describe your regular maintenance schedule, including your plan for e-scooter replacement (as necessary).
- 6.8.2 Describe your method for addressing unanticipated maintenance issues.

6.9 Parking

- 6.9.1 Describe your plan and approach to parking e-scooters and whether you commit to the conditions required in Section 5.5: E-scooter Parking Requirements.
- 6.9.2 Please include a description of the technology and equipment you intend to utilize to manage e-scooter parking.

Please describe how you intend to utilize the following parking management technology and equipment:

- 6.9.2.1 Virtual stations created via geofencing or other means.
- 6.9.2.2 Map of desired parking locations available on mobile app.
- 6.9.2.3 Describe any other parking management technology and equipment you utilize that is not noted above.
- 6.9.2.4 Please describe how you will encourage customers to park properly.
- 6.9.2.5 Please describe the process you will take to develop a parking siting plan for SDSU and City, noting what technology and/or physical elements you will utilize and how parking regulations will be communicated to users.
- 6.9.2.6 Please describe your plan for moving e-scooters that are parked incorrectly and your ability to comply with the parking regulations detailed in Section 4.5: E-scooter Parking Requirements.

6.10 Customer Service

Please describe your customer service plan, including the following:

- 6.10.1 Hours of operation,
- 6.10.2 Average wait time for live phone or email response, and
- 6.10.3 Languages provided.
- 6.10.4 Explain how customers can communicate maintenance issues, how you will respond, and your timeframe for response.
- 6.10.5 Explain how you will communicate to users who regularly violate e-scooter parking rules or otherwise misuse the system.

6.11 Operations

Please describe the following:

- 6.11.1 Number of local staff and full-time employees (FTEs), and their responsibilities,
- 6.11.2 Hours of service,
- 6.11.3 Local storage facilities, and
- 6.11.4 Service level commitments.
- 6.11.5 Please describe the frequency and nature of your rebalancing service.
- 6.11.6 Please explain how you will ensure that e-scooters remain generally available in areas of high customer demand, rather than concentrated in a relatively small number of locations.
- 6.11.7 Please describe the capabilities to geofence areas to enforce parking, speed, and no e-scooter zones.
- 6.11.8 Please describe safe operation guidelines that will be in place for users as referenced in Section 5.9.
- 6.11.9 Please describe your intent to remain in operation during the wintertime months. Describe your plan to work with Participating Communities to maintain operational standards during wintertime months, including your plan to manage e-scooters during snow emergencies.
- 6.11.10 Please explain how you will coordinate with existing issue reporting processes at SDSU and City, and what method of contact you will provide other municipalities that need to report issues.

6.12 Marketing, Advertising, and Sponsorship

- 6.12.1 Please describe your plan to market the system before, during, and after launch within SDSU and City to generate ridership and promote use of the system.

- 6.12.2 Describe plans to secure additional non-ride related revenues such as sponsorship and advertising.
- 6.12.3 If you are pursuing sponsorship or advertising, please show sample e-scooter with sponsorship and advertising placements, or digital advertisements via your website or mobile application.

6.13 Data Access & Reporting

- 6.13.1 Show in detail the data you will provide to SDSU and City monthly, quarterly, yearly.
- 6.13.2 Provide samples of these reports as referenced in Section 5.10.
- 6.13.3 Describe your system for providing secure system applications and include all pertinent security compliance certifications.

6.14 Data Security

- 6.14.1 Please provide your most recent third-party PCI audits.
- 6.14.2 Describe your method for ensuring security of user data (including personally identifiable information and credit card information).
- 6.14.3 Please provide your Attestation of PCI Compliance Certificate.

6.15 Vendor Use of Users' Personally Identifiable Information

Please describe what, if any, user data you intend to collect, including personally identifiable information and credit card information.

6.16 Contingency Plan

What is your contingency plan in the event that revenue or costs do not match projections?

6.17 Additional Information

Vendors are encouraged to provide any additional relevant information and recommendations for the Evaluation Team's review and consideration.

7.0 PROPOSAL RESPONSE FORMAT

- 7.1 Interested vendors must email their complete document in a Word or PDF format to Karen Bravek, SDSU Purchasing Manager at Karen.Bravek@sdstate.edu, per section 1.5 – Submitting your Proposal. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number.
- 7.2 All proposals must be organized and tabbed with labels for the following headings:
 - 7.2.1 **RFP Form.** The State's Request for Proposal form (1st page of RFP) completed and signed.
 - 7.2.2 **Executive Summary.** The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 7.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

7.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

7.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

7.2.3.3 A clear description of any options or alternatives proposed.

7.2.4 Exhibit A: Technical Matrix. Include completed Exhibit A: Technical Matrix document with supporting attachments.

7.2.5 Cost Proposal. Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 9.0 for more information related to the cost proposal.

8.0 PROPOSAL EVALUATION AND AWARD PROCESS

8.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 8.1.1 Cost**
- 8.1.2 Experience and Reliability**
- 8.1.3 Expertise of Personnel**
- 8.1.4 Method of Performance**
- 8.1.5 Equipment, Safety and Technology**
- 8.1.6 Service Area and System Size**
- 8.1.7 Project Plan and Timeline**
- 8.1.8 Customer Service, Maintenance, and Contingency**
- 8.1.9 Marketing, Sponsorship, and Advertising**
- 8.1.10 Parking**
- 8.1.11 Data Access & Reporting**
- 8.1.12 Data Security**
- 8.1.13 Vendor Use of Personally Identifiable Information**
- 8.1.14 Operations**
- 8.1.15 Interviews (If conducted)**
- 8.1.16 Technical Evaluation**
- 8.1.17 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;**
- 8.1.18 Resources available to perform the work, including any specialized services, within the specified time limits for the project;**
- 8.1.19 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;**
- 8.1.20 Availability to the project locale;**
- 8.1.21 Familiarity with the project locale;**
- 8.1.22 Proposed project management techniques; and**
- 8.1.23 Ability and proven history in handling special project constraints.**

8.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and

reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 8.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of the proposed personnel.
- 8.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 8.5** **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 8.5.1** If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 8.5.2** The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

9.0 COST PROPOSAL

Vendors must offer customer pricing that is reasonable, transparent, and easy to understand. It is preferred that vendors offer a variety of membership options and use incentive pricing strategies to encourage users to aid in rebalancing e-scooters. Please note that through the first contract 3-year term, the vendor may not adjust pricing. Any request to adjust the consumer pricing or user incentive and fee structures during successive terms is subject to SDSU and City's express written consent and contract amendment. Any rate changes must be reasonable based on user demand.

Vendors may lower pricing at any time during the contract and any extensions thereto. All reductions in pricing must be available to both SDSU and City.

9.1 Customer Pricing

- 9.1.1 Please describe your user pricing plan/structure and any planned or possible changes during the entire contract term.

9.2 User Incentives and Fees

- 9.2.1 Please describe any incentives you provide for users to bring e-scooters to desired locations.
- 9.2.2 Please describe any and all fees that may be charged to the user as penalties for misuse of the system, such as parking e-scooters incorrectly and travelling outside the permitted service area.
- 9.2.3 Please describe any and all fees that may be charged to the user for additional services, such as reserving an e-scooter.