

**CITY OF NEBRASKA CITY
STATE OF NEBRASKA**

**REQUEST FOR QUALIFICATIONS
SHARED MOBILITY DEVICE**

Date of Issuance: _____

CITY OF NEBRASKA CITY

**NOTICE OF REQUEST FOR QUALIFICATIONS
SHARED MOBILITY DEVICE**

The City of Nebraska City, Nebraska, has issued a Request for Qualifications (the “RFQ”) for Shared Mobility Device services. A link to the RFQ documents may be found at www.nebraskacityne.gov.

Responses are due at 12:00 p.m. local time, August 31, 2021, delivered or mailed to the City of Nebraska City, Attn: Lou Leone, 1409 Central Avenue, Nebraska City, NE 68410.

To receive notifications regarding this procurement, all Proposers must email Lou Leone at lleone@nebraskacity.com to be added to the notification list. All Proposers added to the notification list will be provided with additional information regarding the **Pre-Submittal Zoom Meeting held August 24, 2021, at 11:00 a.m., <https://us02web.zoom.us/j/89155169169>**. Interested firms are encouraged to attend. Proposers are responsible for any information conveyed at this meeting.

Deadline to submit questions: 4:00 p.m. local time, August 23, 2021.

General Statement of Work:

The City of Nebraska City (City) is soliciting Requests for Qualifications from qualified firms to provide shared mobility device services (including, at a minimum, scooters) under a branded, integrated platform. Service can be accomplished through a teamed operation with multiple operators, but each operator or team will be under a single contract, and service must be controlled under one platform (i.e., app).

As the City’s best interests may appear, the City Administrator reserves the right to waive informalities in, and to reject any or all, proposals.

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Published In: _____

CITY OF NEBRASKA CITY

**NOTICE OF REQUEST FOR QUALIFICATIONS
SHARED MOBILITY DEVICE**

Introduction

This Request for Qualifications (“RFQ”) is issued to provide the selection process for professional services for the Project named above.

Firms submitting a response to the RFQ will be asked, at a minimum, to state their qualifications, understanding and experience relating to the required services, and offer their methodology for meeting the scope of services defined below.

Tentative Selection Schedule

The table below shows the preliminary RFQ Schedule. Dates are subject to change.

Advertise and Issue RFQ	August 10, 2021
Pre-Submittal Zoom Meeting	August 24, 2021
Deadline to Submit Questions 4:00 p.m.	August 23, 2021
Responses (Submittal) to RFQ Due 12:00 p.m.	August 31, 2021
Notice of Selection	September 8, 2021

The competitive selection process provided for under this RFQ will focus on the qualifications and prior history of performance on similar work of each firm and, if applicable, the members of the firm’s proposed team in accordance with the selection criteria set forth in this RFQ.

Thoughtful written responses to this RFQ will enable the City of Nebraska City (“City”) to select the most qualified proposers.

SECTION 1 – OVERVIEW AND BACKGROUND

A. GENERAL DESCRIPTION

The City seeks a single operator (or operator team) or multiple operators (or operator teams) to manage a coordinated mobility program for electric scooter vehicles in order to help the City meet its aggressive mobility goals for reduced single occupancy vehicle (SOV) use and increased multi-modal trip share.

The goal of this program is to provide safe, coordinated and organized mobility services to Nebraska City residents and visitors, and a meaningful quantity of free and/or subsidized mobility service to Nebraska City residents to encourage SOV trip replacement.

The City encourages established and responsible business entities or partnerships to thoroughly review this document and to submit Proposals which will best achieve the City’s desired outcomes by providing a high quality, reliable, affordable, flexible, and healthy transportation option that gives the user access to the City and its diverse communities.

B. PROJECT OVERVIEW AND BACKGROUND

The City launched its Shared Mobility Device Pilot Program in July 2021, seeking to enter an Agreement with one dockless scooter operator. The program begins with a maximum of 50 scooters but may increase in the future based on utilization performance.

C. DESCRIPTION OF SERVICES

The City is requesting proposals from mobility operators to provide shared mobility services (including, at a minimum, scooters) under a branded, integrated platform. Service can be accomplished through a teamed operation with multiple operators, but each operator or team will be under a single contract, and service must be controlled under one platform (i.e. app). The City reserves the right to contract with a single operator (or operator team) or multiple operators (or operator teams).

Shared mobility has the opportunity to help the City meet aggressive goals for reducing single-occupant vehicle trips and provide residents and visitors flexible, affordable, and accessible multi-modal transportation. After a successful Shared Mobility Device Pilot Program, the City will be looking to solicit an operator or operators to expand upon the expected success of the pilot and deliver a program that:

- Implements programs that respect safety and infrastructure
- Increases the percentage of people who have access to and take public transit
- Provide accurate communication and guidance to public users of these services
- Scales new services and vehicles responsibly based on performance metrics
- Integrates new innovations seamlessly with the City's existing transportation system
- Serves the communities that are most vulnerable while increasing their access to smart technology and new opportunities

SECTION 2 – GENERAL GUIDELINES

A. Local Presence

All firms participating in this Project must be licensed in the State of Nebraska and have an office located within a two-hour drive of Nebraska City. A firm not already so located, must establish such a local office if awarded this Project, or associate itself with a firm so located. This is necessary to facilitate day-to-day communications and coordination and to ensure timely response to investigate and resolve issues.

B. Coordination

Coordination meetings with City agencies, utility companies, other City consultants and user groups shall be a continuing work item for the selected operator throughout the duration of the license agreement. The operator shall comply with all provisions of all related codes, standards, City ordinances and regulations.

C. Contract Management

The City will manage the contract. The City's overall Project Manager is:

City of Nebraska City
Attn: Lou Leone, City Administrator
1409 Central Avenue
Nebraska City, NE 68410

It is the City's expectation that this RFQ and selection process will result in the selection of an operator to be retained in a professional capacity for the development and execution of the anticipated services described herein.

This RFQ solicitation is issued by the City pursuant to the authority vested by the Municipal Code of the City of Nebraska City. As its best interests may appear, the City Administrator reserves the right to terminate, modify or suspend the process, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities in any submission.

This Project will be administered by the City of Nebraska City, and as such is authorized to administer the agreement contemplated hereunder and directs and approves all services provided and work performed hereunder.

D. Nebraska Open Records Act

Documents submitted pursuant to this RFQ will be subject to the Nebraska Open Records Act, N.R.S. §§ 84-712, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Nebraska Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

E. Submission Ownership Use and Rights

The City reserves the option of retaining any or all the materials and drawings submitted by the Proposers to this RFQ. Any unique or exclusive concepts or features represented in the submission documents shall remain the property of the author. They may not be used by the City or other parties, without the further agreement of, and compensation to, the authoring party.

F. RFQ Administration

The City hereby designates Lou Leone, City Administrator, to serve in the capacity of administrator for this selection process and will be responsible for coordination of the procedures and rules specified in this RFQ, managing this process and all other matters related to this process. In conducting the process in a fair and equitable manner, the administrator will serve as the primary intermediary between the Proposers and the City. All inquiries and questions regarding this RFQ shall be directed to Lou Leone, City Administrator in writing via email at lleone@nebraksacity.com. Any applicant who contacts any member other than the designated contact from the date of issuance of the RFQ and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the City's sole discretion.

G. Addenda and Pre-Submittal Meeting

As the City may require, addenda may be issued to supplement this RFQ. To receive notifications regarding this procurement, all Proposers must email Lou Leone at lleone@nebraksacity.com to be added to the notification list. All Proposers added to the notification list will be provided with additional information regarding the scheduled Pre-

Submittal Meeting held via Zoom on August 24, 2021 at 12:00 p.m. It shall be conclusively presumed that the Proposer did, before submitting a response to the RFQ, read all addenda, posted decisions, and other items relevant to the RFQ.

H. Verification of Information

Proposers are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, Proposers are urged to carefully review all information provided to ensure the clarity, accuracy and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

I. Insurance Requirements

The selected Proposer, and all subcontract firms performing work or providing services under this agreement will be required to strictly comply with the Insurance and Indemnification requirements set forth in the *Sample Agreement (Attachment 3)* and to obtain insurance coverage in the amounts and under the terms and conditions specified therein. Proposers shall be required to submit in their Letter of Transmittal a statement acknowledging their willingness to comply with the insurance requirements.

J. No Discrimination in Employment:

In connection with the performance of work under this contract, the Proposer may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Proposer shall insert the foregoing provision in all subcontracts.

K. Applicable Laws:

This selection process and the performance of any selected Proposer shall be subject to, governed by and construed in accordance with the laws of the State of Nebraska and the Municipal Code, Rules, Regulations, written policies and Executive Orders of the City, as the same may be amended from time to time.

SECTION 4 – SUBMITTAL REQUIREMENTS

A. City Selection Committee

The Selection Committee is charged with the responsibility of reviewing and evaluating all responsive submittals and other information received in accordance with the requirements of this RFQ, later directives from the City, and the official advertisement. In assessing the strengths and weaknesses of each Proposer, the Selection Committee may, at its discretion, request clarification of any response to this RFQ or other issue that may arise during the selection process. The City reserves the right to include or allow the Selection Committee to consult with any additional, non-voting “commentators” during the selection process.

The Selection Committee for this Project is comprised of:

Bryan Bequette, Mayor of Nebraska City
Vic John, City Commissioner

Marty Stoval, City Construction & Facilities Manager
Lou Leone, City Administrator
Drew Graham, Interim-City Attorney

The City reserves the right to replace members of the Selection Committee without notice as needed, in the City's sole discretion.

B. Selection Process Overview

Each Proposer must comply with the submission requirements as outlined below. Proposals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that Proposer or the Proposer's response by the City.

1. The selection process will proceed in accordance with the following Phases:
 - o **Phase I:** Submission of Statement of Qualifications and all applicable forms and contract review comments (forms do not count toward page limit totals).
 - o **Phase II:** Oral Interview/Presentation.
2. In making the selections under this RFQ, the City and the Selection Committee will focus on the submittals, the applicant's general qualifications, technical capacity, experience using shared mobility, as well as other criteria listed below. If any firms are selected to participate in the oral interview process, those firms will receive additional information prior to the oral interview.
3. As provided for in the RFQ documents, selected Proposers, as screened by a City Selection Committee, may be invited to participate in the Oral Presentation (Phase II). The Selection Committee will make the final selection and recommendations for interviews following a comprehensive RFQ evaluation process.
4. At any stage, the City reserves the right to terminate, suspend, or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities, or omissions in submittals, all as the best interests of the City may appear.

C. Evaluation Criteria

The Selection Committee will evaluate and rate all RFQ proposals based on the Evaluation Criteria outlined below.

- 1. How well did Proposer communicate an understanding of the requested scope of services and demonstrate an ability to meet scope of services? (5 points)**
- 2. Value and impact of free or subsidized mobility service for Nebraska City residents. (13 points)**
- 3. Technical Criteria (14 points):**
 - a. Technical Capacity
 - b. Experience and Expertise Operating Shared Mobility by the Proposer and any subcontractors.
 - c. Feedback from references.
- 4. Proposer's financial capacity, stability and solvency through the term of the contract. (7 points)**
- 5. Proposed Operations including (20 points):**
 - a. Proposed local operations
 - b. Parking/rebalancing plan

- c. Program management
- d. Maintenance and repair schedules, documentation
- e. End-of-life and disposal practices

6. Proposer's capacity to quickly deploy a shared mobility system in Nebraska City upon execution of an agreement. (5 points)

7. Proposer's ability to provide state-of-the art shared mobility system throughout the entire term of the agreement, including but not limited to: (10 points)

- a. Vehicles/associated hardware (e.g. charging and parking infrastructure, kiosks, etc.)
- b. User interface
- c. Interoperability with other transportation systems

8. Proposer's proposed approach to customer service (4 points)

9. Proposer's Marketing and Public Engagement Plan (10 points)

D. Submittals (Phase I)

Proposers shall submit two hard copies and one USB drive of their completed RFQ response containing a PDF of the entire proposal. Submittals must be limited to the following:

- Pages are to be numbered in sequence and font size will be at least 11 pt.
- Tabs shall be labeled for easy reference.
- Graphics or charts that would not present well on 8½" x 11" size paper may be presented on 11" x 17" size paper.
- Submittals shall not exceed 35 single-sided pages in length. This page limit is not affected by cover pages, comments relating to the Sample Agreement, or any other required forms.

Some requested information may overlap; it is at the Proposer's discretion how their information will best be organized and presented among the tab sections. Submittals shall use the following tabulation and numbering:

Tab 1 Introduction *(The contents of this tab do not count toward overall page limit)*

1. Cover Letter: An overall introduction to the proposal is required, including a statement of the Proposer's understanding of the needs of the City and a brief narrative highlighting the Firm's proposal and why it is a desirable business partner for the City. The introduction must indicate the name of the company (and parent company if applicable), the name of the person(s) authorized to represent the Firm in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, mailing or street addresses, phone numbers, website address, and email addresses. Also, clearly indicate who will be the *single point-of-contact* and provide their phone number and email address.
2. Include an affirmative statement indicating willingness to strictly comply with the Insurance and Indemnification requirements set forth in the Sample Agreement.
3. Description of Proposer's Business:
 - a. Business organization type (corporation, partnership, LLC, non-for profit, for-profit, etc.)

- If the business organization is a corporation, the Proposer must provide the date and state of incorporation and the name(s) and professional address(es) of those authorized to negotiate for the Proposer.
 - If a partnership, provide the date, type of partnership, and list each general partner owning more than ten (10) percent of the partnership.
 - If a joint venture, provide the date of organization and the location where the agreement is recorded, and the names, addresses, and percentages of ownership.
- b. Proposer shall provide evidence via a Certificate of Good Standing that it is authorized to engage in business transactions in the State of Nebraska or provide assurance that it will obtain such authority upon award, also confirm registration with System for Award Management (SAM) - <https://www.sam.gov/SAM/>.
 - c. Country and state of business formation
 - d. Number years in business
 - e. State the number of years that the Proposer has operated under its current name and any former names under which the Proposer has operated, and the years those names were used
 - f. The primary mission of the business

Tab 2 Team Qualifications and Key Personnel – Firm

1. Team Description: Concise description of the core business of the Proposer and any subcontractors.
 - a. List the total number of employees employed by Proposer, identifying number of part-time and full-time employees
Provide resumes for management team
2. Previous Experience: Description of the Proposers (and subcontractors if applicable) experience operating shared mobility systems, including:
 - a. List of names and locations of all clients where Proposer performed assignments similar in scope and nature to those listed in this RFQ.
 - b. Detailed profile of up to five (5) shared mobility programs that the Proposer currently or previously operated. These should be selected based on relevance to the City and the objectives of this RFQ. Profiles should be no longer than one (1) page and include:
 - i. Client contact information.
 - ii. Size of the system by number of mobility vehicles/stations.
 - iii. Brief description of ownership structure (e.g. municipality owned, privately owned system, etc.).
 - iv. Brief description of contract structure (e.g. fixed fee, concession/franchise agreement, etc.).
 - v. Brief description of Equipment used, including the type of vehicles, docks, stations used and the name of the supplying Equipment vendor(s).
 - vi. Number of years Proposer has operated the system and total length of the contract.
 - vii. Description of Proposer’s role in financing the program, including whether the program required any public contributions to support operations.

- viii. Value of annual payments to the municipality (if applicable), including (but not limited to) annual cash payment, in-kind contribution, and revenue share agreement.
- c. Discontinuation of Services: For any shared mobility programs no longer operated by Proposer, please clarify the reason for the discontinuation of services or closure of the system.
- d. Summary of Qualifications: The Proposer should provide a concise statement describing experience as an operator or subcontractor in the following areas:
 - i. Technical experience successfully operating large urban shared mobility programs.
 - ii. Experience with shared mobility program marketing and community engagement, including experience with targeted marketing to groups underrepresented among shared mobility users.
 - iii. Experience sustainably funding shared mobility operations, including details on past financing strategies and outcomes.
 - iv. Experience that demonstrates stable and sustained operation of shared mobility equipment, notably (if applicable) equipment proposed by the Proposer in this Proposal.
 - v. Previous experience integrating shared mobility with transit.
- 3. At least five (5) references, preferably for work assignments that are similar in type, scope, size and/or value to the work sought by this RFQ and within the last five (5) years.
 - a. Name and title of reference
 - b. Name of company/agency
 - c. Company address
 - d. Email address and phone number for the individual contact person
- 4. Management Plan: The Proposer is asked to prepare a concise management plan that includes the following:
 - a. Team Structure: The Proposer should describe the team structure, including the role of any subcontractors and the reporting structure with the City. The Proposer should clearly indicate points-of-contact between City staff and the Proposer's team.

Tab 3 Technical Approach

- 1. Technical Approach Proposal including the following clearly labeled sections and content described below:
 - a. Operating Plan: The City recognizes there are several strategies for operating a successful shared mobility program. Proposers are asked to prepare a concise Operating Plan that indicates their approach to performing the Scope of Services (**Attachment 1**). The Operating Plan should include the following components:
 - b. Propose a Service Level Agreement (SLA) that meets the maintenance and operating requirements outlined in **Attachment 1**.
 - c. Equipment Operations, Inspections, and Maintenance. In preparing this RFQ, the City focused on outlining operating outcomes instead of specific metrics and standards. Proposers should provide a list of service standards that achieve these outcomes in a feasible, effective, and efficient manner. Proposers at a minimum should outline the following in their Proposal:

- i. Confirm whether the Proposer can meet the requirements outlined in **Attachment 1**.
 - ii. Describe minimum frequency that equipment, including Vehicles and stations, will be inspected by program staff.
 - iii. Describe minimum frequency program staff will conduct preventative maintenance on Vehicles and equipment.
 - iv. Describe how Proposer plans to keep track of equipment and mitigate the risk of damage, loss, theft, and vandalism of Vehicles.
 - v. Outline the minimum number of full-time equivalent staff the Proposer will provide for maintenance and Vehicle inspections. How will the number of staff change as the system grows?
 - vi. Describe how the Proposer will ensure all City-owned shared mobility equipment is maintained in a way that maximizes its useful life.
- d. Describe how the Proposer will ensure Vehicles and any associated infrastructure will be kept clean, including free of debris, trash, leaves, litter, and graffiti.
- e. Describe how the Proposer intends to meet demand at high-traffic shared mobility locations and how they intend to meet rebalancing needs, including:
 - i. Describe the scale of the rebalancing operation in terms of staff, Vehicles, and peak hours of operation.
 - ii. Describe any alternative strategies the Proposer plans to implement to reduce capacity issues at peak hours.
- f. Describe how the Proposer plans to ensure an equitable quality of service across the program. Equity is an important goal for the City. While the Proposer is free to redistribute Vehicles to meet varying demand by time of day, addressing peak demand should not come at the cost of neglecting certain stations or neighborhoods. The Proposer should describe how they plan to ensure every Docking Station or Parking Area in the system achieves consistent standards for Vehicle availability and condition of equipment:
 - i. Propose Service Level Agreements to ensure the entire system achieves a minimum availability of Vehicles and open docks.
 - ii. Outline strategies the Proposer would implement to guarantee a consistent level of service across the program.
- g. Describe how the Proposer plans enact an employee hiring plan with a goal of a workforce that reflects the socio-demographic diversity of Denver and promote workforce development as part of its hiring and training strategy.
- h. Describe a strategy for management of batteries on electric-assist bicycles and scooters, including:
 - i. Strategy for ensuring batteries are charged.
 - ii. Strategies for monitoring battery levels and conducting necessary maintenance.
- i. Describe how the Proposer will reduce barriers to using shared mobility for low-income users, notably barriers related to credit card, bank account, and smartphone access.
- j. Describe the Proposer's capacity to conduct the any station siting, permitting, relocation, removal, and reconfiguration outlined in "Docking Stations/Parking Infrastructure" section of the Scope of Services (**Attachment 1**).

- k. Describe the Proposer’s approach to data collection, data sharing, and reporting:
 - i. How does the Proposer intend to conduct the Member Survey outlined in the “End User Survey” of the Scope of Services?
 - ii. What format and method will the Proposer share system data and monthly reports with the City?
 - iii. What data will the Proposer share with the public and in what format?
- l. Describe any approaches to customer service, including:
 - i. Describe staffing strategy, including location and availability of customer service staff.
 - ii. Describe whether any other forms of communication will be utilized beyond phone and email.
- m. Describe system oversight strategy, specifically the Proposer’s approach to ensuring clear lines of communication between Licensed Operator and the City.
- n. The Proposer should provide an estimate of its annual costs to operate the system for the first year of operation under this Proposal. Please note whether this information should be considered confidential or proprietary. Provide information on the following general categories:
 - i. Personnel
 - ii. Facilities
 - iii. Vehicles
 - iv. Maintenance, Equipment, Supplies, etc.
 - v. IT & Software
 - vi. Professional Services & Insurance
 - vii. Other
- 2. Project Schedule: The Proposer is asked to prepare a schedule that outlines the following:
 - a. A schedule for the necessary acquisition of operating facilities and equipment and hiring of program staff.
 - b. Milestones for the introduction of new technology and the acquisition of funding partners.

Tab 4 Expansion Plan and Technology Plan

- 1. Expansion Plan: Licensed Operator’s cost and revenue will likely be tied to the size of the system. The City would like Proposers to outline what restrictions and requirements they will place on program expansion, including:
 - a. Provide a schedule showing the minimum and the maximum number of vehicle types and stations the Proposer is proposing to operate by contract year. The quantities of Vehicles should be scalable to reflect whether the city contracts with one or multiple operators as a result of this RFQ.
 - b. Outline any restriction on the geographic extent of the system in future years. If the City chooses to fund additional Docking Stations or Parking Areas, the Proposer should identify where any restrictions may be placed and why.
 - c. Outline any other restrictions the Proposer will place on the City in terms of site planning, spacing, and types of equipment.
 - d. Describe any ways the Proposer will help the City achieve its goals for the growth and expansion of the shared mobility program.

2. Technology Plan: The Proposer is asked to detail its plan to meet the requirement outlined in the Scope of Services. The Technology Plan should include the following information:
 - a. Proposers should indicate the shared mobility equipment they plan to operate as part of this license agreement, including:
 - i. Vendor Name(s)
 - ii. Basic description of the technical characteristics of Vehicles and Docking Stations/Parking Areas. Descriptions should indicate whether the Proposer plans to transition from one type of Vehicle to another during the term of the license agreement.
 - iii. Proposer's experience deploying proposed Vehicles in other systems.
 - b. Proposers should describe how the proposed technology meets the criteria outlined in the Scope of Services.
 - c. Proposers should outline their proposed solution for users to pay for and retrieve Vehicles, including the feasibility of integrating shared mobility with existing transit fare payment tools.
 - d. The Proposer should describe any proposed integration with third-party trip-planning and mobility tools such as "Transit" app.
 - e. Proposers should provide additional information on proposed Vehicle vendors:
 - i. Number of years in business.
 - ii. Track-record of providing reliable, stable, and high-quality shared mobility equipment.

Tab 5 Marketing and Community Engagement Plan

1. Marketing and Community Engagement Plan: Proposer should describe their approach to marketing and community engagement. The Marketing and Community Engagement Plan should include the following:
 - a. Describe how the Proposer plans to address equity concerns in their marketing and community engagement. Explain how the Proposer intends to reach a diverse and inclusive audience.
 - b. Explain how the Proposer plans to expand the ridership base of shared mobility to new End Users. Identify potential sources of ridership and revenue the Proposer feels is underrepresented among the City's present shared mobility ridership.

Tab 6 Financial Considerations

1. Financial Capacity: Each Proposer must prove its financial capacity, stability, and solvency and provide evidence of the following:
 - a. General statement of the Proposer's financial condition;
 - b. An accountant-prepared financial statement for the most recent fiscal year ended, prepared in accordance with generally accepted accounting principles consistently applied.
2. Financial Plan: The Financial Plan should include the following:
 - a. Proposers should outline a proposed membership and fee structure.
 - b. The Proposer should describe its proposed approach to generating ancillary revenue, including (but not limited to) revenue from sponsorships, advertising, and partnerships.

- c. If the Proposer is relying in part on third-party investors to fund the program, they should provide detail on investors.
- d. The Proposer should indicate for all revenue sources if these are anticipated or existing revenue streams.

Tab 7 Comments to Sample Agreement and Modifications to Scope of Services (The contents of this tab do not count toward overall page limit)

Proposers shall review the *Sample Agreement (Attachment 3)* and submit with their proposal, a list of all questions, issues, or modifications which the Proposer would like the City to review, address, and be negotiated with should they be selected as a top ranked proposer. The City shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to preparation of any list of requested modifications. Please note, **Attachment 3** is a Sample Agreement and, as such, is subject to revision or modification by the City at any time. The Proposer waives, and the City reserves the right not to consider, any concern or request for modification to the sample agreement not submitted in writing with submittals. The City reserves the right to modify any term or condition of this Sample Agreement, and to add, delete or modify terms and conditions, as the City's interests may require, prior to execution of a final agreement.

Modifications to Scope of Services: The Proposer is asked to list any modifications/revisions to the minimum requirements outlined in the Scope of Services. Proposers are asked to reference the correct section for ease of review.

License Agreement Duration: For the purposes of this RFQ, Proposers must prepare and submit a Proposal for a two (2) year initial term outlined. However, Proposers have the option to propose an alternative term and/or additional renewal term(s). If an alternative term is proposed, the Proposer must state the reason(s) for the alternative term.

Disclosure of Restriction or Additional Terms: The Proposer is asked to include (if applicable) any restriction or terms placed on this Proposal that have not been disclosed elsewhere.

E. Oral Presentation/Interview (Phase II)

Short-listed firms will be invited to make an oral presentation to the Selection Committee, at a time and place to be determined by the City. The approximate date for the Oral Presentation/Interviews is indicated in the Tentative Selection Schedule. The Oral Presentation shall not exceed 40 minutes in length, followed by up to 20 minutes for questions by the Selection Committee.

Each Proposer shall be represented by at least one member of their firm as well as selected associates/staff of their choosing. Proposers are free to prepare their own agenda for the presentation. The presentation should demonstrate the proposed approach and understanding of the types of projects, as well as addressing how the Proposer will interface with the City, external agencies, and the internal project management team.

~ END OF RFQ ~

APPENDED MATERIAL

Attachment 1 Scope of Work, Services & Program Financing

Attachment 2 Opportunity Areas Map as outlined in the Definitions of Attachment 1

Attachment 3 Sample Agreement

Attachment One

Scope of Work

The City seeks qualified firms to manage and operate a coordinated mobility program for electric scooter vehicles in order to help the City meet its aggressive mobility goals for reduced single occupancy vehicle (SOV) use and increased multi-modal trip share. The City retains the right to modify the scope of this agreement to include other mobility devices not specified here. The City encourages established and responsible business entities or partnerships to thoroughly review this document and to submit Proposals which will best achieve the City's desired outcomes by providing a high quality, reliable, affordable, flexible, safe, and healthy transportation option that gives the user access to the City and our diverse communities.

The goal of this program is to provide safe, coordinated and organized mobility services to Nebraska City residents and visitors, and a meaningful quantity of free and/or subsidized mobility service to Nebraska City residents to encourage SOV trip replacement.

Definitions:

- Base User Fee – Fee to gain access to proposed service.
- City – The City means the City of Nebraska City government.
- Dockless – Dockless means an Electric Scooter or other City-approved vehicle type that is part of a publicly-offered transportation system does not require a fixed apparatus for its receipt or return.
- Docking Station – A physical station that users return or check out shared mobility devices; and includes powered and unpowered infrastructure.
- Dockless Unit or Unit – Dockless Unit or Unit means a singular Dockless Electric Scooter or other City-approved vehicle type that is part of a publicly-offered transportation system.
- Electric Scooter – Electric Scooter means a device that weighs less than one hundred pounds with handlebars that is powered by an electric motor and that has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the electric motor. Electric Scooter does not include an electrical assisted bicycle, electrical personal assistive mobility device (EPAMD), motorcycle, or low-power scooter.
- End User – End User means a person who signs up to patronize a Licensed Operator(s)' fleet Vehicles for operation within Nebraska City.
- Enforcement Official – Enforcement Official means a person employed by the City and charged with enforcing the ordinances contained in the Municipal Code of Nebraska City. "Enforcement Official" shall include any Nebraska City police officer.
- Licensed Operator – Any person or entity licensed by the City, as a result of this RFQ to operate a city-wide fleet and service integrating on-board technology allowing an End User to utilize a Dockless Unit remotely from the public right of way throughout the day or night. The term includes any employee, agent or independent contractor hired by the Operator.
- Mobility Vehicle – Mobility Vehicle means a human or electric-powered vehicle that is allowed to be operated in a bicycle lane.

- Nebraska City – Nebraska City means the geographic region encompassed by the political boundaries of the City of Nebraska City, Nebraska.
- Notice – Notice means a written communication such as a letter, e-mail, citation or civil penalty, warning or announcement. Written notice should be addressed to the City Administrator, City of Nebraska City, 1409 Central Avenue, Nebraska City, NE 68410.
- Opportunity Area – Opportunity Area means select Nebraska City neighborhoods (see **Attachment 2** for specific locations—this map is subject to adjustment by the City Administrator as conditions warrant).
- Parking Area – Parking Area means an area designated by the City within the public right-of way, typically delineated with traffic grade striping, paint or vertical elements, where Dockless Units are to be parked when not in active use.
- Restricted Area – Restricted Area means any part of the public right-of-way restricted by the City, for the placement or operation of Dockless Units.
- Shared Mobility Service – Shared Mobility Service means a shared-use fleet of small, fully or partially human powered vehicles such as e-scooters or other City-approved vehicle types.
- Vehicles – Vehicles means any vehicular unit operating as a part of the program resulting from this RFQ.

Scope of Services

The City expects the successful proposer to meet the requirements listed below. If a Proposer is not intending to meet these base requirements, the proposal must clearly state that services proposed are not consistent with these requirements and an alternative is being offered with appropriate justifications for the change, as referenced in *Tab 8* Comments to Sample Agreement and Modifications to Scope of Services of the RFQ.

Dockless Unit Deployment and Parking Requirements:

1. 30% of the total vehicle fleet shall be deployed in Opportunity Areas at the time of the daily initial Dockless Unit deployment. A map of opportunity areas is shown in **Attachment 2**.
2. If a designated Parking Area is available at the transit and bus stop, the Dockless Unit must be parked inside that area.
3. Dockless Unit must be parked in a manner that allows clear passage in the right of way and does not impede ADA accessibility or the boarding or departure of transit users.
4. Dockless Units parked in the public right of way by End Users or Operators must adhere the following guidelines:
 - a. Dockless Units shall not block the movements of pedestrians and always provide 5’ clear width, with at least 8 feet of clear walkway required for all sidewalks on arterial streets.
 - b. Dockless Units must be parked at least 1.5’ from the back of curb/flowline.
 - c. Parked Dockless Units must preserve pedestrian sight triangles at intersections, alleys, and driveways as well as to bus/light rail operations at stops.
 - d. Dockless Units must be upright when parked.

- e. Dockless Units shall not impede access to utilities (within 4 feet), or access from the street to the sidewalk.
 - f. Additional clear width may be required in high pedestrian areas, as determined by the City Administrator.
5. Dockless Units may not be deployed within the boundaries of a City designated park or upon any trails owned, operated and maintained by the City.
 - a. Dockless Units must be removed from parks and trails during curfew hours as designated by the City.
6. The selected operator will be required to provide the City with the parking education content designed for End Users, as well as an outreach plan for regularly reinforcing that information.

Deployment Requirements:

Proposers should propose how to meet the following program objectives with a proposed total number of Vehicles and a breakdown of vehicle type.

In addition, the City encourages the Proposer to meet the following:

1. **Optimize Use of Equipment:** To ensure the equipment is being well-used and that Vehicles are available across the system, the program should conduct regular audits and relocate Vehicles based on changing demand. In addition, the system should be built such that there is no overcrowding of Vehicles in highly-desirable areas. The selected operator is expected to conduct ongoing rebalancing efforts.
2. **Maintain a State of Good Repair:** The Proposer should outline a plan for maintaining, rehabbing, and replacing Vehicles and associated infrastructure.
3. **Maintain Service Levels:** The Licensed Operator must meet the operation guidelines outlined in the Scope of Services.
4. **Maintain the public's right of way:** Mobility should not impede the safety and accessibility for pedestrians and those who use mobility devices such as wheelchairs. The Proposer should outline a plan for keeping the public's right of way (e.g., sidewalks and trails) free and clear of Dockless Units that do not comply with the deployment and parking requirements defined above, in the "Dockless Unit Deployment and Parking Requirements" section of this RFQ.
5. **Providing Equity in Service.** The service should strive for equity in its deployment, financial equity for unbanked individuals to access the service, equity for those under age 18, and equity in serving as many residents as possible, particularly those living within the Opportunity Areas identified in **Attachment 2**.

Use of Geofencing Technology:

1. The selected operator will be required to utilize geofencing technology to fully disable Vehicle propulsion or reduce speed to 3 mph and prevent users from completing a ride outside of the Opportunity Area identified in Attachment 2.
2. The selected operator will be required to establish additional geofenced restricted areas upon seven (7) days' written notice from the City.

3. The selected operator will be required to establish additional educational geofenced areas for specific parts of Nebraska City that may need additional direction (i.e. higher volume areas, large concentrations of pedestrians, etc.)
4. The selected operator will be required to include an in-app explanation of geofencing to users that includes both area designations and implications of entering a restricted area.

Safety:

1. The selected operator's Electric Scooter Dockless Units shall be incapable of reaching a top speed greater than 15 mph. Speed limits will be re-evaluated on a quarterly basis. The City reserves the right to revise the speed limit based on collision and injury data.
2. Vehicles shall have visible language that notifies the End User that:
 - a. End Users MUST obey stop signs, traffic signs and lights and ride sober.
 - b. End Users must stay in bike lanes or on the road at all times unless parking.
 - c. End Users shall ride with the direction of traffic.
 - d. End Users should look, signal and announce themselves before making turns or passing pedestrians, bicyclists or other right-of-way users and shall yield to pedestrians.
 - e. End Users should wear a helmet and be aware of traffic, parked cars and road hazards.
 - f. End Users should inspect Vehicles before riding.
 - g. End Users must park Vehicles so that they do not impact people walking, in wheelchairs or with strollers.
3. Every Vehicle must:
 - a. Have a lamp on the front that emits a white light visible from a distance of at least five hundred (500) feet to the front when in use during dusk to dawn.
 - b. Have a red reflector, that is visible for six hundred (600) feet to the rear when directly in front of lawful lower beams of head lamps on a motor Vehicle when in use during dusk to dawn.
 - c. Have reflective material of sufficient size and reflectivity to be visible from both sides for six hundred (600) feet when directly in front of lawful lower beams or head lamps on a motor Vehicle or, in lieu of such reflective material, have a lighted lamp visible from both sides from a distance of at least five hundred (500) feet when in use during dusk to dawn.
 - d. Have an identification number placed on the front of the Vehicle with a unique number in a font size no smaller than 100pt.
 - e. Vehicles may be equipped with lights or reflectors in addition to those required in this section.
4. The selected operator must be capable of quickly identifying and addressing safety and maintenance issues with one or more of its Vehicles, including a mechanism for customers to notify the company that there is a safety or maintenance concern with the Vehicle.
5. The selected operator must have the capability to remotely lock Vehicles that are reported or believed to be inoperable, until the Vehicles are removed, repaired and placed back into public service.

Docking Stations/Parking Infrastructure:

The City encourages Proposers to propose a variety of docking strategies and Docking Station designs.

Proposed infrastructure should meet the following requirements:

1. Docking Stations should be geofenced, clearly marked and designed so that Vehicles are contained within the Docking Station footprint in an orderly fashion. The City will not permit Vehicles to block the public right-of-way.
2. All Docking Stations should include a panel with information about the system, including usage instructions.
3. Licensed Operator will be responsible for all proper permitting for any infrastructure placed in the public right-of-way.

Vehicle Service:

1. Operator will be solely responsible for maintaining and operating the Vehicles at its own cost.
2. Operator is responsible for ensuring that all Vehicles are mechanically compliant and safe, have a high level of charge (if applicable), are rebalanced where needed, and that trash, debris, and graffiti are removed from Vehicles and any associated infrastructure.
3. The Operator will be responsible for conducting routine inspections and maintenance to ensure their Vehicles are in good working order and deployed for End Users to ride.
 - a. The City expects that 95% of deployed Vehicles are in working order.
 - b. Good working order for bicycles and scooters will be determined based on randomized surveying of equipment and is defined as meeting all of the following:
 - i. The drivetrain is smooth and properly lubricated.
 - ii. Tires are properly inflated and free of defects.
 - iii. Steering is straight and true.
 - iv. Brakes are fully functional.
 - v. For bicycles, the saddle is properly functioning and free of tears.
 - vi. If the bicycles have shifters, they are properly functioning and allow End Users to easily change gears.
 - vii. Both front and rear lights are fully functional during use.
 - viii. For bicycles, the fenders, basket, and bell are attached and functioning as intended.
 - ix. Advertisements, stickers, and labels are in good condition and replaced as needed.
 - x. All on-device electronic equipment is properly functioning such as RFID readers, GPS, locking mechanisms, alarms, etc.
 - xi. For electronic propulsion devices, the battery and motor are in working order.
4. Operator will ensure all Docking Stations, and/or parking areas are in good working order:
 - a. All issues should be remedied within 24-hours of discovery. The City must be notified of any issues that cannot be resolved within 24-hours.
 - b. Good working order for Docking Stations and/or parking areas is defined as:

- i. End Users are able to park and retrieve Vehicles as intended.
 - ii. Free of graffiti and vandalism.
 - iii. All decals, advertising panels, stickers, and signs are visible and in good condition.
 - iv. All Docking Stations or kiosks are properly functioning (if applicable).
 - v. All locking mechanisms are properly functioning.
 - vi. Free of debris and trash.
5. The City will provide Operator with maps indicating where the Vehicles can be operated and parked and where they cannot, as well as where they will have to be slowed down either by the End User or Operator.
6. Operator shall maintain an accurate and up-to-date inventory of all equipment.
7. The Operator shall have a customer service phone number, website, and smart phone application customer interface that are available (24) twenty-four hours a day, (7) seven days a week for customers to report safety concerns, complaints or ask questions.
 - a. The customer service center must be capable of accepting calls that are rerouted from existing City customer services centers.
 - b. The customer service contact information must be visible on each deployed Vehicle.
 - c. Staff should be available who speak fluently in Spanish. Additional language fluency will be viewed favorably.
 - d. Hold wait times should not exceed sixty (60) seconds for more than 20% of Customer Service Calls.
 - e. Email and/or phone, text/SMS response times should not exceed 24 hours.
 - f. Operator will be responsible for creating, producing, and distributing any collateral needed to fulfill membership.
8. Operator(s) shall comply with all local, state and federal workplace safety and wage requirements.
9. The Operator shall provide City program staff with direct contact information for Operator staff responsible for rebalancing units.
10. The Operator shall be responsible for implementing and submitting to the City Administrator a maintenance, cleaning, repair and waste management plan for approval. This plan shall address ongoing maintenance of Vehicles, routine cleaning and repair as well as a strategy for responsible disposal of Vehicles that are no longer capable
11. The Operator shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
12. The Operator must provide the Department with a current point of contact (name, email address, physical address and phone number) for all law enforcement inquiries prior to launching of Vehicles. If the point of contact changes, Operators are required to update the Department of the new point of contact information.
13. Operator is required to cooperate with law enforcement inquiries within a reasonable amount of time. Cooperation with law enforcement includes responding to general informational inquiries concerning company processes for interacting with law enforcement such as subpoena and warrant service and returns, contacts for impounded Vehicles, responsible parties within the Operator's organization, etc.
14. The City will assume no liability for loss, stolen or damage to Operator's Vehicles or other property. The City will not be responsible for providing security at any location

where Operator's Vehicles are stored, parked or otherwise located, and Operator must waive any claim against the City in the event its Vehicles or other property are lost, stolen or damaged.

Docking Station Installation, Relocation, Removal and Reconfiguration:

1. Operator will be responsible for any station installation, including initial installation, relocation, removal, reconfiguration, and electrical connections.
2. The City reserves the right to require a station be relocated, removed, or reconfigured.
3. Operator will be responsible for conducting siting, permitting, and licensing of all physical infrastructure, including stations, racks, or pavement markings.

End User Survey:

Operator shall conduct an annual survey of members that tracks satisfaction with the program, areas for improvement, mode substitution, and metrics related to brand and sponsor awareness.

1. Operator will survey End Users when they purchase or renew their membership on select socio-economic characteristics, reasons for joining, and mobility behavior.
2. All survey data will be made available to the City and its partners without restriction.
3. Operator will produce an annual report detailing survey results and other metrics related to citywide goals.

Website, Mobile App and Interoperability:

Operator must maintain a website and mobile app for the program. At a minimum, the website will include information about how the system works, payment options and costs, map of device locations/stations, real-time availability of devices, and contact information for customer service.

Information on the website should be available in English and Spanish. Any mobile app must be available for phones operating iOS and Android operating systems.

Privacy, Data Reporting and Sharing:

1. Operator shall be responsible for implementing and submitting to the City a privacy policy that safeguards End Users' information, including personal, financial, and travel information.
2. Raw data supplied by Operator shall be kept confidentially between the City or its proxy and the Operator to the extent permitted by law. However, summaries, program utilization data, and trend data may be made public. Notwithstanding the foregoing, such confidentially kept information may be required to be disclosed in a judicial or administrative proceeding, or by law or regulation, including but not limited to the Nebraska Open Records Act, § _____ et seq., N.R.S.
3. End Users' personally identifiable information collected by the Operator, shall not be transmitted to, processed or stored at a destination outside of the United States.
4. The City is permitted to use all data the Licensed Operator provides in accordance with the required data specification including, but not limited to, displaying real-time data and real-time Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.
5. Operator shall not require End Users to grant location services to use the Operator's Vehicles, while the application is not in use. All other private data belonging to the End

User, including but not limited to contacts, photos and files, shall not be required to be shared in order to use Operator's Vehicle.

6. Operator shall not require End Users to share their private data with 3rd parties in order to use Operator's Vehicle.
7. Operator may allow End Users to opt-in (not opt-out) to providing access to their contacts, photos, files, other private data and 3rd-party data sharing only with clear notice to the End User.
8. Operator shall provide the City with updates to its terms of service; including but not limited to the Privacy Policy, terms and conditions of use, and the End User License Agreement (EULA) published on Operator's website and app and agrees to provide all End Users and the City any changes to the terms of service immediately upon adoption.
9. Utilizing a "real-time" online dashboard, Operator shall provide a report that includes the following:
 - a. Utilization rates
 - b. Total downloads of web application, active End Users, and repeat End Users
 - c. Total trips by day of week, time of day including trips per Vehicle
 - d. Origins, destinations depicted in graphical and table format by month
 - e. Average trip distance
 - f. Average trip speed
 - g. Trips originating or ending in Opportunity Areas
 - h. Summarized incidents of theft and vandalism
 - i. Vehicle maintenance and disposal reports
 - j. Complaint history report including the number of complaints, the nature of the complaints, and the time it took to remedy each complaint
 - k. Number of End Users participating in discount programs, by program type (if applicable)
 - l. Collision history report including the number, severity, location and time of crash, in a format as determined by the City.
 - m. Payment methods

Responsibility of Licensed Operator:

1. Operator shall defend and hold harmless the City, its officers, agents, and employees from all claims for personal injury or property damage, including attorney fees and costs defending any actions or suits, including any appeals, which may result from the licensed activity.

Other:

1. Operator shall cooperate with City requests to suspend or alter service and remove Vehicles from public space during extreme weather events, emergency repairs or special events. Failure to do so may result in the City impounding Vehicles at Operator's expense.
2. Prior to deploying Vehicles, but no later than thirty (30) calendar days after executing an agreement, Operator shall file an operational plan with the Department. Operational plans shall include, at a minimum:
 - a. Hours and days of operation, and any limitations thereon.

- b. Communication methods for educating End Users about safe operations and proper parking.
 - c. Procedures for ensuring that the vehicle fleet is safe for use and well-maintained.
 - d. Procedures for responding to extreme weather events and special events.
 - e. Procedures for responding to complaints.
3. Operator shall not advertise or publish the City's participation in or endorsement of the program in Operator's marketing or promotional materials without the prior written consent of the City.
4. Operator must notify the City of any change of vehicle type no less than seven (7) business days prior to deployment.
5. Operator must provide at least 90 days' prior written notice before ceasing or materially reducing operations if prior to the expiration date of its agreement.
6. Operator must participate in regular meetings with City staff during the agreement contractual period. During the initial 90-day period of the agreement, these meetings may be required as frequently as once per week, at the request of the City.

Program Financing

There are several potential sources of revenue that this system can collect to offset capital and operating expenses. Operator is expected to be self-sufficient in operating the mobility program and will be responsible for raising the necessary funds to operate the system through End User fees and ancillary revenue.

End User Fees:

Operator will be the recipient of all End User fees, including subscription and usage fee revenue.

1. Operator and the City will agree upon a schedule of End User fees that includes proposed pricing, fee structure, membership options, and End User restrictions ("End User Fee Schedule"). Operator must receive prior approval from the City to make any changes to the End User Fee Schedule.
2. Operator is free to introduce additional membership options, discounts, and promotions that do not conflict with the End User Fee Schedule. The City reserves rights to reject fees that conflict with the End User Fee Schedule or the values of the program.

Title Sponsorship:

Operator is allowed to solicit and procure a title sponsor, approved by the City, which approval shall not be unreasonably withheld, to help fund operations, maintenance, and expansion of the program.

The City has the right to refuse a company or organization if they are incongruent with City values.

Ancillary Revenue:

1. Operator is entitled to pursue ancillary revenue, including (but not limited to):
 - a. Sale of advertising on Docking Stations and Vehicles.
 - b. Additional sponsorships for Docking Stations and Vehicles.

- c. Partnership agreements.
- 2. Any ancillary revenue shall not conflict with existing City agreements, laws, or regulations and shall not violate any other components of this scope of services.

ATTACHMENT TWO

Map of Service Area

ATTACHMENT THREE

SAMPLE AGREEMENT