

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Electric Scooter Share Pilot Program

**Proposals to be Received by 11:00:00 a.m., Eastern Time
January 8, 2019**

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

CITY OF KNOXVILLE
Request for Proposals
Electric Scooter Share Pilot Program

Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline	3
Background	3
General Conditions	4
Scope of Service	6
Contract Requirements.....	10
Instructions to Submitting Entities	17
Evaluation Criteria	20
Submission Forms.....	21

**City of Knoxville
Request for Proposals
Electric Scooter Share Pilot Program**

I. Statement of Intent

The City of Knoxville (the “City”) acknowledges that deployment of automated electric scooter sharing systems is an emerging business model. In order to evaluate appropriate regulations for such systems, the City is requesting proposals from responsible firms or teams to provide a “turn-key” automated electric scooter sharing system (“Electric Scooter Share Pilot Program”, “Pilot Program”, or “Program”). The selected proposer(s), up to a maximum of two, will be allowed to design, implement, own, operate, and maintain a Pilot Program that will provide the City ample time and information to study the usage, public safety of, and potential public desire for the Program.

It is the intent of the City to award the winning contractor(s) with a Pilot Program Agreement for a six (6) month term with the option, upon mutual agreement confirmed in writing, to renew the Program for three (3) additional six (6) month terms, not to exceed a total of two (2) years. However, the City reserves the right not to continue to contract with any of the proposing entities if, at the end of the Pilot, the City feels that such a contract(s) is not in its best interest.

II. RFP Time Line

Availability of RFPDecember 14, 2018

Deadline for questions to be submitted in writing to the
Purchasing DivisionDecember 28, 2018

Proposals Due DateJanuary 8, 2019

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City Purchasing Division.**

III. Background

The City believes that low-emission, shared mobility electric vehicle options may enhance the diverse transportation network in Knoxville and would like to study additional modes of transportation in addition to the successful Bicycle Share Services currently operated by Pace. Though there may be a public desire for the use of automated electric scooter sharing systems and their operation within public right-of-way, the City has no current explicit regulation of such devices and believes there are inherent challenges in allowing unregulated use and implementation.

The City Council, in an effort to allow time to determine how to best accommodate the emerging business model of electric shared mobility vehicles, issued a moratorium on such vehicles through February 8, 2019 for the benefit of the public’s safety. The City is issuing this RFP to

establish a pilot program for the use of electric scooters to study the results of the pilot program, potentially develop a more long-term permitting system and regulatory scheme for scooters, and determine the best way to potentially incorporate an automated electric scooter sharing system(s) in Knoxville while preserving the public peace, property, health, and safety.

The City anticipates that successful proposing entities will 1) understand local priorities and challenges specific to the Knoxville market and community; 2) have a successful history of implementing and operating electric scooter sharing programs with a good safety record in the United States; and 3) demonstrate the willingness to promote public safety and operate a Program that respects public property and access.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide an Electric Scooter Share Pilot Program for the City.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City.

4.4 To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on December 28, 2018.** Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement

that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent Certified Public Accountant, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and twenty (120) days to the City for the services set forth in the RFP until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

5.1 The City intends to enter into a Pilot Program Agreement with one or more firms or teams that provide “turn-key” services to implement and operate a successful automated on-demand electric scooter sharing system pilot program. The program should utilize information technology to operate a fleet of electric scooters that may be rented for short periods of time by the general public, providing a transportation alternative to motor vehicle trips for Knoxville’s residents and visitors.

5.2 The Contractor shall provide and own all system equipment. The cost for all design, installation, operating, maintenance, and promotional responsibilities will be borne and insured by the Contractor. The City anticipates the Contractor will collect user fees, sponsorships, and generate other revenue streams to cover the Program capital and operating costs. The City will not provide any funding or financial support for the Program or related costs. Proposals requesting or relying on funding from the City will not be considered.

5.3 The City will enter into a Pilot Program agreement with the Contractor to allow the placement of scooters, docking stations, or other approved system infrastructure on sidewalks and other City-owned property. The Contract may also allow for Program equipment to be placed on private property with the property owner’s written approval.

5.4 The Contractor will be responsible for defining the desired location and densities of Program stations and other infrastructure, but all locations must be approved by the City under the Pilot Program Agreement.

5.5 The City anticipates that the Program can be planned and launched within thirty (30) days of contract signing; proposers may propose an alternative timeline for launch if this is not sufficient to ensure Program success.

5.6 Proposers must include concise descriptions of their approach and capability to provide the following scope of work for an Electric Scooter Share Pilot Program:

A. Program Development, Design, and Installation

- i. Describe your proposed Program deployment areas, including your approach to site assessment and stakeholder engagement.
- ii. Provide a project schedule that describes your intended launch of the Pilot Program. Include anticipated planning and construction milestones and deliverables.

B. System Infrastructure and Technology

- i. Provide a detailed specification of the scooters, stations, and any equipment accessories to be used. Include details on the motors, top speed the scooter may achieve, how the scooters will work with the topography of Knoxville, branding, any onboard technology, lighting, safety features, and all other amenities.
- ii. Provide details on scooter infrastructure, including any docking stations or other temporary, semi-permanent, or permanent infrastructure necessary to

support the program. Details should include space requirements, marking/signage, electrical requirements, and operations & maintenance requirements

iii. Provide samples of any proposed signage incidental to the operation of the Program, to include proposed placement, sizing, and dimensions. All signage must be compliant with the City zoning code.

iv. Describe your system for reserving scooters through mobile and web-based platforms.

v. Describe your plan to encourage rider safety and your system for educating riders on safety protocols, safe riding, parking, and rider compliance with local laws and regulations. Contractor will solely be responsible for users of the Program and shall hold harmless and indemnify the City.

C. Operations and Maintenance

i. Describe where and how scooters may be operated and parked. Specifically address the following:

- Any geographic limitations for where scooters may be operated, parked, or rented. Note that in accordance with City ordinances, scooters shall not be ridden on sidewalks or greenways but will be allowed on City streets and in Bike Lanes. Parked scooters, proposed stations, designated docking/parking locations, and/or other collection points shall not hinder access under the Americans with Disabilities Act (“ADA”), public access, or access to private businesses.

- Any “Lock-to” requirements or other rules to create a more orderly system;

- Any use of GPS or geo-fencing technology to enforce parking/operating compliance;

ii. Provide a detailed description of maintenance plans for both regular service intervals as well as emergency repairs to all Program equipment to ensure safe and working conditions at all times. Descriptions should include procedures and protocol for extreme weather, emergencies, special events, and public maintenance (e.g. snow and trash removal) for scooter parking & infrastructure zones.

iii. Propose your hours of operation for use of the scooters.

iv. Describe local and remote staffing dedicated to the operations of the Program. Provide to the City and display on every piece of Pilot Program equipment the 24 hour/7 days per week contact information (name, phone number, address, and email) of a locally-based manager/operations staff with decision-making power who can respond to City requests, emergencies, and other issues at any time. iv. Describe your process for daily collection of scooters and preparation for daily use including charging.

v. Describe your customer service protocols, complaint response protocols, and your expected response times to customer service and complaint issues.

vi. Provide your approach to relocating or adding additional stations.

vii. Describe how rides are tracked, e.g. GPS, user’s phone, etc.

viii. Describe rider-specific rules, e.g. age limits, helmets, weather restrictions, etc.

ix. Describe your protocols for educating Program users on lawful and safe

operation of the electric scooters.

x. The City reserves the right to fine Contractor fifty dollars (\$50) per day per violation occurrence for electric scooters and equipment found outside of established, approved operating or parking areas.

xi. The City reserves the right to impound at Contractor's sole expense electric scooters and equipment found outside of established, approved operating or parking areas if Contractor's local staff do not respond to complaints or remedy violations within forty-eight (48) hours.

D. Marketing and Community Engagement.

i. Describe your plan to publicize and market the Program.

ii. Describe how your pricing options will address the needs of low-income residents, non-English speakers, and those without access to smartphones (i.e. discount programs, cash-payment options, etc.).

iii. Describe how your firm will engage with the public to promote scooter responsible-use and safety awareness for both users and non-users.

E. Team Experience

i. Describe your team and its members. Include experience, qualifications, and success in providing scooter share programs or similar services. Describe other successful implementations and provide references from at least three other installations of similar size.

ii. Describe your team's experience advancing transportation and mobility priorities in Knoxville.

iii. Describe your firm's accreditation by national organizations such as NABSA (US/Canada) or BikePlus (UK) and disclose any conduct code violations recorded by such organizations.

iv. Clearly identify which team members will perform the functions detailed in your proposal, including any subcontractors.

v. Provide safety records for similar installations and describe efforts that resulted in safety improvements.

vi. Describe any ADA complaints or similar violations received at current installations and steps taken to resolve complaints/issues.

F. City Specific

i. Identify what roles your proposal requests from the City, if any. Proposals requesting or relying on funding from the City will be considered non-responsive.

ii. Describe your approach to sharing information with the City about program functionality, usage, and safety, including what data is collected and will be reported, and how your team will respond to data requests. At a minimum, the City will require monthly reports regarding performance of the Program including but not limited to: 1) Program utilization, including data on points of origin and destination, 2) scooter distribution, 3) customer satisfaction/feedback, 4) membership levels (if applicable), 5) safety statistics, 6) complaints and their resolutions, and 7) parking violations. City access to some on-demand data is preferable.

iii. Describe how the Program may address first mile/last mile challenges for our

transit system.

iv. If proposed, describe your approach to sharing revenue with City in order to compensate for costs associated with administration, oversight, use of right-of-way, planning, and compliance enforcement.

5.7 Other Contractor Requirements

A. In accordance with City ordinances, electric scooters shall not be ridden on sidewalks but will be allowed on City streets and in Bike Lanes. Parked scooters, proposed stations, designated docking/parking locations, and/or other collection points shall not hinder ADA access, public access, or access to private businesses.

B. The Contractor shall comply with all federal, state, and local laws and ordinances in designing, installing, operating, and maintaining the Program.

C. Signage: The Contractor shall abide by all state, federal, and local laws relating to signs. The Contractor is solely responsible for the selection of any sponsors and for ensuring that all signs or logos of sponsors, signs on City-controlled property, signs on private property, and signs on scooter and scooter-related infrastructure do not contain any message that is illegal, obscene, libelous, or fraudulent. Any sponsor signage will be limited to the logo, physical address and/or web address of the sponsor. All signage on City-controlled property will be constructed of safe and sturdy materials and affixed in a safe and workmanlike manner, subject to the approval of the City. Any material that might interfere with the safe, timely, and convenient operation of the Program, or the safety of users of the scooters or the general public, will not be allowed, including, without limitation, signs that contain any flashing elements, electronic messaging, digital displays, sound emissions, mirrors, attention-getting devices, or any other special effects. The sign may not include any flyers, papers, or any other item designed to be removed from the sign itself.

D. Contractor shall create and maintain a City-specific website and/or social media platform that explains the terms of service, including user instructions, privacy policies, and all fees, costs, penalties, and unexpected charges.

E. The City reserves the right to request aggregated reports on system use, compliance, and other aspects of operations (e.g. parking complaints, crashes, damaged or lost small vehicles). If requested, this data shall be provided in .csv, .xls, .xlsm, or similar format.

F. The Contractor shall make anonymized trip data available to the public for use in creating apps that are not affiliated with the companies or city.

G. The City reserves the right to require that Contractor send an opt-in user survey to all users and to provide input into survey questions.

H. Contractor must ensure customer data privacy and that company policies are in accordance with standard data privacy policies.

I. Contractor must provide customers with clear, prominent notification about what data

will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why data will be used. Notification must be active (e.g. affirmative confirmation-required to continue) and should not be buried in larger terms-of-service notifications.

J. All electric scooters must comply with weight bearing standards established by the Consumer Product Safety Commission (CPSC Public Law 107-309) and all other federal, state, and city safety standards.

K. The maximum motor-assist speed for all electric scooters shall be fifteen (15) miles per hour, which may be achieved through the use of governor or other speed controller.

L. All scooters must have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least ninety (90) seconds after the scooter has stopped.

M. All electric scooters must have, and clearly display, a unique, permanent identification number that is provided to the City.

N. Contractors must ensure that all electric scooters are inspected, maintained, and/or replaced on a mutually agreed-upon schedule with the City.

O. Contractors must have the ability to remotely lock-down individual electric scooters (e.g. when they are deemed/reported unsafe.)

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 Administration. The contract will be administered by the City of Knoxville Office of Business Support.

6.3 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.4 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City.

6.5 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.6 Termination. The City may revoke or terminate this Pilot Program Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure,

upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.7 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers'

compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

D. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of

Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.8 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) the employee or the employee’s immediate family;
- (2) A business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council,

member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.9 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.10 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.11 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.12 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.13 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.14 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.15 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.16 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.17 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.18 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.19 Severability. If any provision of the Agreement is determined to be unenforceable or

invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.20 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.21 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.22 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.23 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.24 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

6.25 No Endorsement or Exclusive Right to Operate. Once a firm is selected to participate in this program, it may not claim that it has been endorsed by the City without prior written authorization to do so. Selection does not convey any exclusive rights to the firm to operate an electric scooter business within the territorial limits of the City.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after December 14, 2018, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on January 8, 2019. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Electric Scooter Share Pilot Program.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. No Contact/No Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
4. Body of Proposal: Information which submitting entity wishes to include

NOTE: All required submission forms may be found in this solicitation document.

7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee.

Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- 1. Qualifications/Experience of Firm – 30 points:** Experience and demonstrated competence of the proposing entity and team members in successfully providing similar services, including their prior experience working in the Knoxville community. Proposer additionally shall provide a minimum of three (3) references with contact information.
- 2. Approach to Implementation – 20 points:** Thoroughness of the proposed plan to successfully implement the scope of work within the proposed implementation schedule.
- 3. Quality of the Scooter Sharing Program – 30 points:** Quality of proposed Program infrastructure and technology, plan for operation & maintenance, proposed response time to customers and issue resolution, rider education and emphasis on safety, plans to complement existing bike share program and enhance visitors' experience, and approach to minimizing negative impacts to the general public.
- 4. Approach to and Quality of Information Sharing – 20 points:** Quality, depth, and accuracy of program data and other information that will be shared with the City to assess impact, use, and safety of the pilot.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Electric Scooter Share Pilot Program**

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; January 8, 2019; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Office of Business Support or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2018 goal is to conduct 4.03% of its business with minority-owned businesses, 16.30% of its business with woman-owned businesses, and 39.77% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____