



The rising STAR of Texas

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1. SECTION 1 – PROJECT: MIRCOMOBIILITY TRANSPORTATION SOLUTION RFP

1.1. Introduction

Texas State University (TXST) and the City of San Marcos (CoSM) are coordinating to develop an integrated approach to micromobility transportation options. Specifically, TXST is seeking to procure services for its students and employees under applicable procurement laws, and CoSM is seeking to grant a license to the successful Respondent providing such services in order to ensure that CoSM's public rights-of-way are used in a safe and responsible manner. Accordingly, TXST and CoSM desire to enter into separate non-exclusive Contracts with one qualified, capable, and experienced firm to provide the described Work more specifically described in Section 2 (Scope of Work) and who can contribute to the overlapping missions of TXST and CoSM as outlined in this RFP.

1.2. Contract Length

The length of each Contract shall be an initial term from Contract execution or date set forth in the Contract, whichever is later, through June 30, 2022, with options to renew in one-year increments for 5 additional year(s) if both parties agree in writing. Only if TXST and CoSM each successfully negotiate Contracts with the same firm, will such Contracts become effective. If the University and the "best value" successful Respondent(s) are unable to sign, negotiate and execute a Contract, TXST and CoSM reserve the right to seek alternative Respondent(s) with which to negotiate toward Contracts.

1.3. Group Purchasing Authority

Texas law authorizes Institutions of Higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335 Education Code). Institutions of Higher Education may enter into a Contract with the successful Respondent(s) for the purchase of the services described herein based on the terms, conditions, and prices, offered by the successful Respondent for the duration of any Agreement or Contractual arrangement resulting from this Solicitation. These State Agencies and Institutions of Higher Education will issue their own purchase orders, directly receive goods or services at their place of business and be directly billed by the successful Respondent.

2. SECTION 2 – SCOPE OF WORK

2.1. Project Description

Texas State University and the City of San Marcos are soliciting proposals for an operator to furnish and manage a free flow dockless shared micromobility program for the Texas State San Marcos campus and the City of San Marcos at no cost to TSXT or CoSM.

The goal is to provide a balanced turn-key system that will offer a viable transportation alternative to single occupant vehicle trips for TXST constituents, CoSM residents and visitors. The program requires a minimum of scooters and electric pedal assist bikes. TXST and CoSM welcome proposals with optional additional shared micromobility devices, including pedal bikes, seated scooters, mopeds, and Micromobility Charging Stations to support the TXST's goals of reducing motor vehicle trips and creating a more orderly and sustainable micromobility program.

TXST and CoSM recognize that there are multiple types of Shared Micromobility Devices (SMDs). TXST and CoSM may limit the number and disallow or delay the implementation of certain types of SMDs. TXST and CoSM will determine the allowable SMDs. For Instance, mopeds or electric throttle assisted bikes will not be allowed in the initial implementation of this contract. They may be implemented later at the discretion of TXST and CoSM. TXST and CoSM may choose to delay or not implement charging stations or other elements of this proposal.

The system should be flexible enough to support short trips, integrated with other transportation options such as public transit, and allow users the ability to register online or using a smartphone app or physical user interface and have the ability to unlock devices without a smart phone.

The system should provide a comprehensive back-end operation to allow TXST and CoSM to monitor scooter distribution, scooter usage, number of scooters available for operation, number of scooters in operation and tracking of scooter maintenance at no cost to either party.

2.2. Requirements

Only proposals meeting the following requirements will be eligible to participate in the selection process. TXST and CoSM reserve the right to reject any proposal that does not meet these requirements. Please include a concise response to your firm's compliance of the following mandatory requirements.

- 2.2.1. Respondents must be willing, capable and have staff available to meet the critical implementation and timeline components.
- 2.2.2. Respondents must be willing, capable and have staff available to meet the requirements in Appendix A.
- 2.2.3. Respondents must be willing, capable and have staff available to meet the requirements in Appendix B, if optioned.
- 2.2.4. Respondents must acknowledge and agree to the requirements, damages, and penalties in Appendix C, Penalties.

2.3. Definitions

Application Programming Interface (API) - a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.

CoSM - City of San Marcos.

Fleet - all of the Operator's SMDs in operation within TXST's and the CoSM jurisdiction boundaries at any one time.

Fleet size - the maximum number of SMDs that an Operator is allowed to have available at any single point in time per day.

Geofence - a virtual geographic boundary, defined by GPS or RFID technology that enables software to trigger a response when a mobile device enters or leaves a particular area.

Global Positioning System (GPS) - a navigational system using satellite signals to fix the location of a radio receiver on or above the Earth's surface.

Hours of operation – time at which the SMDs can operate

No Parking Zone - a designated area or areas in which SMDs may not be left at the conclusion of a usage event.

No Ride Zone - a designated area or areas in which SMDs may not be operated, whether through signage or control of the SMD via GPS positioning.

Operator - a corporation, firm, joint venture, limited liability company, partnership, person, or other organized entity that operates a SMD system, whether for profit or not for profit, operating under an approved CoSM Shared Micromobility Program.

Parking Zone - a designated area or areas in which SMDs are required to be left at the conclusion of a usage event.

Payment Card Industry Data Security Standard (PCI DSS or PCI) - an information security standard for organizations that handle branded credit cards from the major card schemes.

Powered - electric or motorized; in the case of a SMD, it also means any other technology that allows the SMD to be self-propelled.

Shared Micromobility Device (SMD) - a range of small, lightweight vehicles operating at speeds typically below 15 mph and driven by users personally. SMDs include but are not limited to bicycles, electric standing scooters (scooters), electric seated scooters, electric skateboards, shared bicycles, electric personal assistive mobility device (EPAMDS), and electric pedal assist bicycles, electric throttle assist bicycles or other small wheeled vehicles designed specifically for shared-use and deployed by the Contractor.

Shared Micromobility Device (SMD) System or "System" - a system which provides urban mobility devices for short-term rentals for point-to-point trips. Such a System can be a Lock-to SMD System or a dockless SMD system.

Slow Ride Zone - a designated area or areas in which SMDs must operate at a lower speed, through control of the SMD via GPS positioning.

TS - Transportation Services for Texas State University.

TXST - Texas State University.

UPD - Texas State University Police Department.

University – Texas State University

User - a person who rents and uses a SMD from an Operator.

2.4. Criminal Background Checks

The successful Respondent will provide representation that it has conducted sex offender and criminal history background checks on its officers, employees, or other persons it causes to be on perform any services in connection with the Contracts awarded under this RFP while on the Campus of TXST or the corporate boundaries of CoSM.

The successful Respondent will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Successful Respondent will not knowingly assign any individual to provide services on TXST's or CoSM's premises who has a history of criminal conduct unacceptable for a university campus, public space, including parks, or healthcare center, including violent or sexual offenses.

The successful Respondent will provide TXST and CoSM a letter signed by an authorized representative of successful Respondent certifying compliance with this section.

2.5. Proposal Components

The following documents are required as part of your proposal response. Failure to provide these documents will be basis for response disqualification.

- 1) Signed Execution of Offer
- 2) HUB Subcontracting Plan – (applicable if over 100K)
- 3) Statement of Qualifications Package
 - a) Section 5, including Criterion One, Two, Three, Four, Five, Six, Seven, Eight and Nine
 - i) Attachment A – Staffing Plan
 - b) Appendix A – Shared Micromobility Device and System Requirements –
 - i) Section 5, Criterion Four
 - c) Appendix B – Micromobility Charging Stations Requirements –
 - i) Section 5, Criterion Five
 - d) Appendix C –Penalties
- 4) Non-Collusion Affidavit
- 5) Respondent's Example Standard Contract
- 6) Higher Education Cloud Vendor Assessment Tool (HECVAT)
 - a) Section 5, Criterion Seven
- 7) PCI Compliance Documentation
 - a) Section 5, Criterion Eight
- 8) Voluntary Product Evaluation Template (VPAT 2.3)
 - a) Section 5, Criterion Nine
- 9) Pricing Proposal
 - a) Proposal MUST be supplied in the Pricing Proposal
 - b) Section 15

Each proposal should provide a straightforward and concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of

content, responsiveness to the requirements, and an understanding of TXST's and CoSM's needs.

By submitting a proposal, the Respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that all costs relating to preparing and responding to this RFP will be its sole responsibility. The Respondent should notify TXST and CoSM immediately of material changes to any statement, representation, or information provided in the proposal.

The submitted proposal should include your vision for the program, any revenue sharing opportunities for TXST and CoSM, including rental or similar fees for the privilege of using public property and right-of-way, TXST property and right-of-way, user fees and fines, any phases or "ramp up" required in delivery schedules of equipment, etc.

All electronic documents must be in either Microsoft Office software or Adobe Portable Document (PDF) Format. All image files must be in one of the following formats: .jpg, .gif, .bmp, .png, or .tif.

Only proposals submitted through the electronic bidding system will be reviewed.

2.6. Inquiries and Interpretations

Responses to inquiries, which directly affect an interpretation or change to this RFP will be posted on the Q & A portion of the solicitation.

3. SECTION 3 – PRE-PROPOSAL CONFERENCE

There will be no PRE-PROPOSAL CONFERENCE for this request.

4. SECTION 4 – SELECTION CRITERIA

4.1. General Selection Criteria:

The Respondent(s) selected for award of any Agreement or Contractual arrangement resulting from this Solicitation will be the Respondent(s) whose Proposal is judged Best Value to TXST and otherwise advantageous to both TXST and CoSM. TXST and the CoSM are not bound to accept any Proposal solely on the basis of fees, revenue sharing opportunities or financial incentives offered if that Proposal is not in the mutual best interest of TXST or COSM, as determined by TXST and CoSM.

Criteria upon which Proposals will be evaluated are the following:

Section 1 - Qualifications and References	50%
10%	Respondent's Ability to Provide Services (Reference Section 5.1)
10%	Respondent's Past Performance on Representative Projects (Reference Section 5.2)
20%	Respondent's Understanding of the Scope of Work and Ability to Deliver on Scope (Reference Sections 2.1 and 5.3)
50%	Appendix A – Shared Micromobility Device and System Requirements (Reference Sections 2.2 and 5.4)
10%	Appendix B - Micromobility Charging Stations Requirements (Reference Sections 2.2 and 5.5)
Section 2 - PCI, Security, and ADA Compliance	10%
33%	Respondent's Information Security Compliance (Reference Section 5.7)
33%	Respondent's PCI Compliance (Reference Section 5.8)
34%	Respondent's ADA Compliance (Reference Section 5.9)
Section 3 – Pricing and Delivery	40%
100%	Pricing Proposal

Above percentages must equal 100%

4.2. Authorized Signature:

The Proposal must be completed and signed in the firm's name or corporate name of the Respondent and must be properly and fully executed and signed by an authorized representative of the Respondent who has the authority to obligate the Firm in the event of an award.

4.3. Selection Process

TXST and CoSM will base their choices on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee arrangements; and if other considerations are equal, may give preference to a respondent whose principal place of business is in the state or who will manage the consulting contract wholly from an office in the state.

- 4.3.1. The Respondent selected will be the one whose experience and qualifications, as presented in response to this RFP, establish them, in the opinion of TXST and CoSM, as

well qualified and offering the greatest benefits, experience and value to TXST and CoSM.

- 4.3.2. TXST and CoSM may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should TXST and CoSM determine in their sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.
- 4.3.3. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Respondent's proposal as negotiated. Successful Respondent will have two agreements: One Contract with TXST and a license agreement with CoSM.
- 4.3.4. Submission of proposals indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TXST and CoSM during the evaluation process.
- 4.3.5. The selection of the successful proposal may be made by TXST and CoSM on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TXST and CoSM on the basis of negotiation with any of the Respondents. During pre-award negotiations or discussions with any Respondents, TXST and CoSM will not disclose any information derived from the proposals submitted by other competing Respondents in conducting such negotiations or discussions.
- 4.3.6. All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, TXST and CoSM alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.
- 4.3.7. TXST and CoSM reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.
- 4.3.8. TXST and CoSM reserves the right to accept or reject any, part or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, award to multiple Respondents, or to make the award to the most responsive Respondent.

5. SECTION 5 - QUALIFICATIONS

Do not include any proposed pricing or revenue sharing information in any of your responses to the criterion below. The pricing and delivery proposal must be separate from the qualification responses.

INCLUDING ANY PRICING OR REVENUE SHARING INFORMATION IN YOUR QUALIFICATIONS PACKAGE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Address the following questions and upload your proposal.

5.1. Criterion One: Respondent's Ability to Provide the Services:

- 5.1.1. Provide the following information on your firm for the past **five (5)** fiscal years:
 - 5.1.1.1. Revenues - Annual revenue totals and percent change per year.
- 5.1.2. Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact in both organization and company direction.
- 5.1.3. Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the TXST and CoSM.
- 5.1.4. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- 5.1.5. Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between your firm and any University or City employee, officer, Regent, or City Council Member? If so, please explain.

5.2. Criterion Two: Respondent's Past Performance on Representative Projects:

References shall be considered relevant based on specific project participation and experience with the Respondent. TXST and CoSM may contact references during any part of this process. TXST and CoSM reserve the right to contact any other references at any time during the Solicitation process.

- 5.2.1. Identify and describe past experience for providing services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed (Maximum of 5 Projects):
 - 5.2.1.1. Project name, location, and description.
- 5.2.2. References (for each project listed above, identify the following):
 - 5.2.2.1. The Owner's name and representative who served as the day-to-day liaison during the project, including telephone number and/or email address.
 - 5.2.2.2. Length of business relationship with the Owner.
 - 5.2.2.3. Provide reference letters from three (3) Owners identified in Sections 5.2.1 that describe your response to and performance on services.

5.3. Criterion Three: Respondent's Methodology Including Technical Approach and Understanding of the Scope of Work:

- 5.3.1. Provide a brief statement of the service approach for each of the required services identified in Section 2.2, and any unique benefits the TXST and CosM will gain from contracting with successful Respondents' firm.
- 5.3.2. Describe how your company will address any noted deficiencies in the service performance.

- 5.3.3. Describe your problem escalation policy.
- 5.3.4. Describe how you would staff this project. Identify roles and number of personnel that would be dedicated to this project. Identify when you would assign personnel i.e., how soon would personnel be available after contract closure for work on this project? Describe whether the personnel would be employees of the Operator, or contracted workers for example, “Juicers.”
 - 5.3.4.1. Please submit Attachment A – Staffing Plan
- 5.3.5. Describe your implementation process and timeline. Provide the activities that would be included in the implementation and conversion processes, from the Respondent perspective. Include those that would be required by TXST and CoSM personnel as well.
 - 5.3.5.1. Include a timeline outline.
 - 5.3.5.2. Describe in detail the support provided and staff that will be allocated to the implementation process.
 - 5.3.5.3. Describe how the implementation will be conducted and what on-site implementation support will be provided.
 - 5.3.5.4. Describe your marketing outreach plan to inform the community of your project.
 - 5.3.5.5. TXST’s and CoSM’s desired go live date is August 2021. Please indicate/describe how your implementation timeline could accommodate this schedule. The University expects the Respondent to manage the implementation process.
- 5.3.6. Describe your system implementation, project management, and conversion services, including example timeline.
 - 5.3.6.1. Describe your COVID-19 response following CDC guidelines. Including the sanitation and disinfection regimen procedures of all devices.
- 5.3.7. Value Added Services
 - 5.3.7.1. Describe any additional services your firm can provide which are not specifically requested in this RFP but would enhance the services without incurring any costs to TXST or CoSM.
 - 5.3.7.2. Provide information on any sustainability and diversity initiatives that may be available that are not required by this solicitation or specified elsewhere.
 - 5.3.7.3. Provide any information that distinguishes Operator from its competition and any additional information applicable to this RFP that might be valuable in assessing Operator’s proposal.
 - 5.3.7.4. Describe Respondent’s commitment to safety, how safety principles are shared with consumers of the service, and potential safety public outreach.

5.4. Criterion Four: Appendix A – Shared Micromobility Device and System Requirements

- 5.4.1. All Respondents will be required to submit responses to each of the requirements described in the detailed listing “Appendix A – Shared Micromobility Device and System Requirements.” Failure to respond as requested may result in the disqualification of your response. Descriptive responses must be included to address the system’s capabilities as listed.

5.5. Criterion Five: Appendix B – Micromobility Charging Stations Requirements

- 5.5.1. All Respondents will be required to submit responses to each of the requirements described in the detailed listing “Appendix B – Micromobility Charging Stations Requirements.” Failure to respond as requested may result in the disqualification of

your response. Descriptive responses must be included to address the system's capabilities as listed.

5.6. Criterion Six: Appendix C – Penalties

5.7. Criterion Seven: Information Security

- 5.7.1. Respondent must follow industry standard best practices to ensure the security, integrity, reliability, and availability of data to ensure operation of all provided services when they are needed by TXST and CoSM. Further, any breach of security deemed to be of the fault of the Respondent will be the responsibility of the Respondent and not the TXST or CoSM.
- 5.7.2. Respondent must complete a formal Texas State Information Security review prior to purchase.
- 5.7.3. Respondents must complete the Higher Education Cloud Vendor Assessment Tool (HECVAT) and the Texas State University HECVAT Supplement forms and return both with response.

5.8. Criterion Eight: Payment Card Industry Data Security Standard (PCI)

- 5.8.1. Respondent must be PCI compliant and certified prior to purchase.
- 5.8.2. Payment system must be PCI-DSS, PA-DSS, and PED compliant. The payment gateway system must reside in the Respondents hosting data center. It is TXST's and CoSM's intent that the Respondent assumes all PCI and/or NACHA compliance responsibilities. The system should not allow customers to unintentionally enter duplicate credit card or debit card payments.
- 5.8.3. Respondents must complete the PCI Attestation of Compliance or PCI Report on Compliance, Self-Assessment or SAQ and Card Flow Diagram.

5.9. Criterion Nine: Americans with Disabilities Act (ADA)

- 5.9.1. System must meet Privacy and ADA Compliance Requirements. Describe Respondent's compliance.
- 5.9.2. Complete and supply the Respondent's Voluntary Product Evaluation Template with response.
- 5.9.3. Services rendered shall not impede ADA access in any capacity. Describe Respondent's policy for compliance.

6. SECTION 6 – SCHEDULE OF PROPOSAL PROCESS

The University and COSM wish to adhere to the following schedule:

DATE:	ACTION:
May 14, 2021	Deadline for submission of questions and/or clarifications regarding RFP. All questions must be received by 12:00p.m. Central Standard/Daylight Time in order to be considered. Question will be answered on the Q & A Board.
May 28, 2021	Responses electronically submitted in the University's e-bidding system on or before 5:00 p.m. Central Standard/Daylight Time.
June 11, 2021	Clarification of responses, negotiations, and/or demonstrations/presentations (if necessary)
June 18, 2021	Request for "Best and Final Offer" (BAFO) (if necessary)
June 25, 2021	Recommend of Award and approval to enter into Contract(s).
August 4, 2021	Contract(s) executed.
August 9, 2021	Work to Start

NOTE: This schedule may be modified or changed at the sole discretion of TXST and CoSM, if it is determined to be in the TXST's and CoSM's best interests to do so.

7. SECTION 7 – INSURANCE REQUIREMENTS

7.1. TXST Required Notices Insurance Coverage

Insurance: During the term of any Agreement or Contractual arrangement resulting from this Solicitation, the successful Respondent(s) agrees to procure and maintain, at its expense:

- 7.1.1. Workers’ Compensation Insurance coverage for each of the successful Respondent’s employees employed on this project. The successful Respondent(s) must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and
- 7.1.2. Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$1,000,000:

<u>Employers Liability - Each Accident</u>	<u>\$2,000,000</u>
<u>Employers Liability - Each Employee</u>	<u>\$2,000,000</u>
<u>Employers Liability - Policy Limit</u>	<u>\$2,000,000</u>

Workers’ Compensation policy must include any states where contractor performs operations for University.

- 7.1.3. Commercial General Liability Insurance with limits of not less than:

<u>Each Occurrence Limit</u>	<u>\$5,000,000</u>
<u>Personal & Advertising Injury</u>	<u>\$5,000,000</u>
<u>General Aggregate</u>	<u>\$5,000,000</u>
<u>Products - Completed Operations Aggregate</u>	<u>\$5,000,000</u>

The required Commercial General Liability policy will be issued on a form that insures Contractor’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage.

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to TXST.

Policies must include the following clauses, as applicable:

This insurance shall not be canceled, materially changed, or non-renewed until after thirty-days prior written notice has been given to TXST.

It is agreed that the successful Respondent’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by TXST for liability arising out of operations under the any Agreement or Contractual arrangement resulting from this Solicitation.

The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives; and agents will be named as additional insureds under the policy and provide The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives, and agents with a waiver of subrogation.

The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of TXST.

Without limiting any of the other obligations or liabilities of the successful Respondent, the successful Respondent(s) shall require each Subcontractor performing work under any Agreement or Contractual arrangement resulting from this Solicitation, at the Subcontractor's own expense, to maintain during the term of any Agreement or Contractual arrangement resulting from this Solicitation, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the successful Respondent(s) may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The successful Respondent's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that the successful Respondent(s) agrees to provide Workers' Compensation for the Subcontractors and their Employees. The successful Respondent(s) shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The successful Respondent(s) must retain the certificates of insurance for the duration of any Agreement or Contractual arrangement resulting from this Solicitation plus five years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The University shall be entitled, upon request and without expense, to receive copies of these certificates.

7.2. CoSM Required Notices Insurance Coverage

Insurance: During the term of any License Agreement with CoSM resulting from this Solicitation, the successful Respondent(s) agrees to procure and maintain, at its expense:

- 7.2.1. Workers' Compensation Insurance coverage for each of the successful Respondent's employees employed on this project. The successful Respondent(s) must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and
- 7.2.2. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

<u>Employers Liability - Each Accident</u>	<u>\$2,000,000</u>
<u>Employers Liability - Each Employee</u>	<u>\$2,000,000</u>
<u>Employers Liability - Policy Limit</u>	<u>\$2,000,000</u>

Workers' Compensation policy must include any states where contractor performs operations for University.

- 7.2.3. Commercial General Liability Insurance with limits of not less than:

<u>Each Occurrence Limit</u>	<u>\$5,000,000</u>
<u>Personal & Advertising Injury</u>	<u>\$5,000,000</u>
<u>General Aggregate</u>	<u>\$5,000,000</u>
<u>Products - Completed Operations Aggregate</u>	<u>\$5,000,000</u>

The required Commercial General Liability policy will be issued on a form that insures Contractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to CoSM.

Policies must include the following clauses, as applicable:

This insurance shall not be canceled, materially changed, or non-renewed until after thirty-days prior written notice has been given to CoSM.

It is agreed that the successful Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by CoSM for liability arising out of operations under any Agreement resulting from this Solicitation.

CoSM, including, the city council of CoSM; its respective, officers, directors, employees, representatives; and agents will be named as additional insureds under the policy and provide all of the above described with a waiver of subrogation.

Without limiting any of the other obligations or liabilities of the successful Respondent, the successful Respondent(s) shall require each Subcontractor performing any activities in connection arrangement resulting from this Solicitation, at the Subcontractor's own expense, to maintain during the term of any Agreement resulting from this Solicitation, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the successful Respondent(s) may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The successful Respondent's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that the successful Respondent(s) agrees to provide Workers' Compensation for the Subcontractors and their Employees. The successful Respondent(s) shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The successful Respondent(s) must retain the certificates of insurance for the duration of any Agreement resulting from this Solicitation plus five years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. CoSM shall be entitled, upon request and without expense, to receive copies of these certificates.

8. SECTION 8 – HUB SUBCONTRACTING REQUIREMENTS APPLICABLE TO TXST CONTRACT (REQ'D FOR 100K +)

IF NO HSP IS REQUIRED, DELETE 8.1.2 THROUGH 8.1.4 AND CHANGE 8.1.1

8.1. Historically Underutilized Businesses Submittal Requirements:

All agencies of the State of Texas are required to make a "good faith effort" to assist Historically Underutilized Businesses (each a "HUB") in receiving their fair share of Contract or Subcontract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. If under the terms of any Agreement or Contractual arrangement resulting from this Solicitation, Respondent subcontracts any of the Services then, Respondent must make a good faith effort attempt to utilize HUBs certified by the Statewide Procurement Division of the Texas Comptroller of Public Accounts (SPD).

Proposals that fail to comply with the subcontracting requirements contained in this Solicitation will constitute a **material failure to comply with advertised Specifications** and will be rejected by the University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any Agreement or Contractual arrangement resulting from this Solicitation. Respondent acknowledges that, if selected by the University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all Agreements or Contractual arrangements resulting from this Solicitation. Furthermore, any subcontracting of the Services by the successful Respondent(s) is subject to review by the University to ensure compliance with the HUB program requirements.

If the University determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the response to this Solicitation. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposal as noted above.

8.1.1. STATEMENT OF PROBABILITY: The University has determined that subcontracting opportunities ARE probable in connection with this Procurement Solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Proposal. The Respondent shall develop and administer a HSP as a part of the Respondent's Proposals.

8.1.1.1. Each Respondent must complete and return the HSP in accordance with the terms and conditions of this Solicitation. Respondents that fail to do so will be considered non-responsive to this Solicitation in accordance with Section 2161.252, Government Code.

Please note that there are mandated subcontracting opportunity notifications that must be sent and documented, as specified on the HSP form, referenced below, prior to the scheduled response submittal deadline. All potential Respondents are urged to familiarize themselves with the HUB "good faith effort (GFE)" requirements for developing, documenting, and submitting an HSP with a response to this Solicitation.

8.1.2. The HSP shall consist of completed forms prescribed by the Statewide Procurement Division of the Texas Comptroller of Public Accounts

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/> and shall include the following:

- a) certification that Respondent has made a good faith effort to meet the requirements;
 - b) identification of the Subcontractors that will be used during the course of the contract;
 - c) the expected percentage of work to be subcontracted; and
 - d) the approximate dollar value of that percentage of work.
- 8.1.2.1. A Respondent may not alter or modify their HSP after the Proposal submittal deadline has passed. The Respondent may be requested by the University to furnish supporting or additional documentation to demonstrate their "good faith effort" in the preparation of the HSP. Failure to furnish the requested information timely may cause a Proposal to be rejected for "non-responsiveness."
- 8.1.2.2. Upon execution of the contract, the Successful Respondent(s) will not be permitted to change its HSP unless:
- a) a newly modified version of the HSP that sets forth all changes requested is completed by successful Respondent(s),
 - b) successful Respondent provides the University with such a modified version of the HSP, with supporting "Good Faith Effort" documentation,
 - c) University approves the modified HSP in writing, and
 - d) all Agreements or Contractual arrangements resulting from this Solicitation are amended in writing by University and successful Respondent(s) to conform to the modified HSP.
- 8.1.3. Properly submitted HSPs will not be returned to Respondents.
- 8.1.4. Respondents' HSPs will be reviewed for completeness and compliance prior to evaluations of the Proposals. For disqualified HSPs, the Proposal will be returned to the submitting Respondent after the selection and negotiation of the successful Respondent(s).
- 8.1.5. The Statewide HUB goals per TAC 20.284 are: 11.2 % for heavy construction other than building contracts; 21.1% for all building construction, including general contractors and operative builders' contracts; 32.9 % for all special trade construction contracts; 23.7 % for professional services; 26 % for all other services contracts; and 21.1 % for commodities contracts.
- 8.1.6. For information regarding the proper preparation of the HSP or any aspect of the University's HUB Outreach Program, contact:

Destiny Llamas
HUB Specialist
512-245-2521(voice)
512-245-2393 (fax)
hub@txstate.edu

9. APPENDIX A – SHARED MICROMOBILITY DEVICE AND SYSTEM REQUIREMENTS

The Respondent shall include the following in its response to this RFP in the same order as listed:

9.1. Intent

- 9.1.1. Please describe the overall vision for the service with full and complete details and scope.
- 9.1.2. Your submitted proposal is your opportunity to design a turn-key operation for TXST and CoSM which should include your best offer.
- 9.1.3. The submitted proposal should include your vision for the program, any revenue sharing opportunities for TXST and CoSM, any phases or "ramp up" required in delivery schedules of equipment, etc.

9.2. Equipment

- 9.2.1. Provide specific details of the proposed SMD equipment and supporting elements.
 - 9.2.1.1. All SMDs shall be consistent with current industry safety standards and Bikes and Scooters must comply with all applicable local, state, and federal laws and regulations covering bicycles or other applicable devices.
 - 9.2.1.1.1. Including illumination.
- 9.2.2. Type and specifications of all devices.
 - 9.2.2.1. Provide photos, renderings, spec sheets etc. along with descriptions.
 - 9.2.2.2. The selection committee may request a device demonstration if desired to clarify or confirm device details or functionality.
 - 9.2.2.3. Provide equipment color scheme and any customization options.
 - 9.2.2.4. Provide SMD speed governing capabilities. Do SMDs have a minimum or maximum speed?
 - 9.2.2.5. Provide examples of any future devices that may be offered and possible timelines.
 - 9.2.2.6. Each SMD must be labeled with a unique identifier and a customer service phone number for residents to report issues.
 - 9.2.2.7. SMDs must have devices to announce presence for example, bells.
 - 9.2.2.8. Third Party Advertising is not allowed on these devices.
- 9.2.3. Provide the number of devices proposed at launch and anticipated at the maximum during the program. Please include your methodology for determining fleet size and adjusting the fleet.
 - 9.2.3.1. All fleet adjustments affecting more than 10% of the maximum approved fleet size must be approved by TXST and CoSM.
 - 9.2.3.2. Fleet adjustments may not go above the agreed maximum fleet size.
 - 9.2.3.3. TXST and CoSM, at its discretion, may require contractor to remove or relocate any equipment located on campus, private property, or public property or rights-of-way, at any time due to weather, public safety, or other events, or for any reason. TXST and CoSM reserves the right to further supplement the regulations regarding large scale event parking.
 - 9.2.3.4. Provide target minimum rides per day per SMD.
- 9.2.4. Describe the SMD communications, geofencing capabilities and precision, device location systems, device capabilities, and system data collection details.
 - 9.2.4.1. Describe how device speeds can be managed in designated areas and at designated times.
 - 9.2.4.2. Describe precision of geofencing capabilities.

- 9.2.4.2.1. Describe experience of using geofencing around environmentally sensitive areas.
- 9.2.4.3. TXST and CoSM will collaborate with the Operator to establish geofenced program limits including speed limits, Slow Ride Zones, and No Ride Zones. These may be modified at the discretion of TXST or CoSM.
- 9.2.4.4. Please describe how you plan to implement these geofencing zones and how your SMDs interact with these zones.
 - 9.2.4.4.1. No Parking Zones
 - 9.2.4.4.2. No Ride Zones
 - 9.2.4.4.3. Parking Zones
 - 9.2.4.4.4. Slow Ride Zones
- 9.2.5. Describe the functionality and features of software and operations management systems.
 - 9.2.5.1. Can the system display if SMDs are not upright?

9.3. Operations

- 9.3.1. Provide a system overview of daily operations and administration, including:
 - 9.3.1.1. Hours of device availability, hours of customer service support, languages offered for customer support, and hours of field support, for example, outreach, rebalancing, maintenance, and safety inspection list.
 - 9.3.1.1.1. TXST and CoSM will set and revise the hours of operation as needed.
 - 9.3.1.2. Describe plan for achieving campus wide coverage and balancing as well as city service area coverage and balancing, including the nature and frequency of rebalancing throughout the day to provide availability and avoid over concentration of devices on campus.
 - 9.3.1.2.1. Operator shall respond to requests for rebalancing, relocation, reports of incorrectly parked SMDs, or reports of unsafe/inoperable SMDs by relocating, re-parking, or removing SMDs within 2 hours, or 1 hour if the SMD is in a priority zone as defined by TXST and CoSM, of notification between 6am and 10pm on weekdays, not including holidays, and within 4 hours of notification all other times. Failure to respond may result in impoundment by TXST.
 - 9.3.1.2.1.1. All ADA infrastructure and pathways are priority zones.
 - 9.3.1.2.1.2. TXST and CoSM will provide priority zones maps to the respondent. Priority zones may change at the discretion of TXST and CoSM.
 - 9.3.1.3. Describe your staffing methodology including:
 - 9.3.1.3.1. Number of SMDs per staff.
 - 9.3.1.3.2. Staffing plan, including implementation, ongoing, and seasonal variations if applicable. Please include both management and frontline staff.
 - 9.3.1.3.3. Please include your plan to keep the operation fully staffed.
 - 9.3.1.3.4. Empty staff positions must be filled expeditiously.
 - 9.3.1.4. Describe plan for resolution of on-going issues, daily complaints, and emergencies. Provide details on how you will enforce parking rules, ADA violations and move devices that are parked incorrectly, response time to resolve after complaints are reported, and managing of out-of-service complaints.
 - 9.3.1.4.1. Inoperable or unsafe SMDs shall be disabled immediately upon notification and removed within 2 hours of notification or 1 hour if the

SMD is in a priority zone as defined by TXST and CoSM, and it must be repaired before placed back onto the right-of-way or into revenue service. Failure to respond may result in impoundment by TXST and CoSM.

- 9.3.1.4.2. TXST and CoSM require reporting of injuries, automotive collisions, riparian/river incidents, or serious malfunctions involving SMDs or Operator vehicles within 2 hours.
 - 9.3.1.4.3. TXST and CoSM require Operators to file police reports regarding incidents of theft, vandalism, or property destruction. Reports must be filed in 2 business days.
 - 9.3.1.5. Describe plan for regular device maintenance, including COVID-19 sanitation procedures.
 - 9.3.1.6. Describe proposed method and frequency for charging any SMDs.
 - 9.3.1.7. Illustrate time frame for implementing program.
 - 9.3.1.8. Demonstrate ability to offer service to customers without a credit card or smart phone.
 - 9.3.2. Identify local warehouse or operational center or criteria for selection of warehouse.
 - 9.3.3. Operator will provide maintenance accounts to each TXST and CoSM at no cost.
 - 9.3.4. Any motor vehicle parking at TXST must display a valid TXST parking permit or park in a pay-to-park garage and must follow the TXST Parking Rules.
 - 9.3.5. Any resources installed on TXST campus shall be approved and coordinated by TXST facilities department and all permits and costs will be the sole responsibility of the successful Respondent.
 - 9.3.6. Data connections must be independent. Data connections to the TXST network will not be an option.
 - 9.3.7. Any and all permitting fees for maintenance facilities and charging stations are the responsibility of the Respondent.
 - 9.3.8. The Operator shall provide a monthly report to TXST and CoSM, which describes:
 - 9.3.8.1.1. Current devices deployed, including number temporarily and permanently removed from services.
 - 9.3.8.2. Summary of maintenance activities performed.
 - 9.3.8.3. Reported collisions, injuries, theft, and vandalism.
 - 9.3.8.4. Complaints received, by category.
 - 9.3.8.5. Number of responses to illegally parked devices.
 - 9.3.8.6. Number of users utilizing low-income user provisions.
 - 9.3.8.7. Staffing levels and adjustment.
 - 9.3.9. TXST and CoSM will notify the operator in writing of systemic issues. Operator must address systemic issues through changes to operations, program management, staffing levels, etc.
 - 9.3.10. Provide details for regular coordination with TXST and CoSM for ongoing information sharing, conflict resolution, and program management
 - 9.3.10.1. TXST and CoSM may set regular meetings that the Operator's team leads, team and the local operations manager shall attend.
- 9.4. SMD Parking, Sidewalk and Roadway Safety
- 9.4.1. Describe your plan and approach to parking devices in a manner that is safe, legal, and complies with the TXST and CoSM policies, local and state law.

- 9.4.2. Describe the plan for deployment of SMDs.
- 9.4.3. Describe the technology and equipment you will utilize to manage parking of devices.
 - 9.4.3.1. Describe support for the initial purchase and maintenance of parking racks or parking areas.
- 9.4.4. Describe strategies to influence customer riding and parking behavior; be specific about what will be offered and at what time.
- 9.4.5. Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system.
- 9.4.6. Plan for making customers aware of the electric assisted use laws and providing resources and compliance.
- 9.4.7. Plan for educating users about safety and rules of the sidewalk, roads, and parking, as well as interacting with others on a shared use path (pedestrians, other bicycles or electric-assisted devices, vehicles, etc.).
- 9.4.8. Describe what support you will provide for campus signage and painting on allowed pathways and designated SMD parking locations. Include the initial investment and maintenance schedule.
- 9.4.9. Describe how you will address the safety issues resulting from the speed differential between SMDs and pedestrians on crowded multi-use sidewalk or pathways.

9.5. Engagement

- 9.5.1. Describe the outreach and engagement service planned for TXST and CoSM.
 - 9.5.1.1. Include marketing, education, safety outreach, and education regarding applicable TXST and CoSM policies, local and state laws.
 - 9.5.1.2. Note what will be done at service implementation and what will be ongoing; be specific about what will be offered, how many sessions and in what format (in person, online, etc.).
 - 9.5.1.2.1. Plan for TXST campus and CoSM community engagement. Plan to implement safety programs.
 - 9.5.1.2.2. Plan for public information and education to users and non-users.
 - 9.5.1.2.3. Ability to achieve integration with other modes of transportation.
 - 9.5.1.3. Proposer must prepare marketing materials and conduct outreach to TXST to attract and enroll customer(s) in the program. The TXST and CoSM must approve all marketing materials. Any use of TXST and CoSM logos will require approval from TXST and CoSM Marketing and Communications prior to publications.
 - 9.5.1.3.1. Propose “No Ride Zone” and “Slow Ride Zone” user notification such as signage, stickers, etc.
 - 9.5.1.4. Describe the customer support that will be implemented in the community including contact information, and in application help for users.

9.6. Data

- 9.6.1. Describe in detail the front and back-end technology.
 - 9.6.1.1. Include data availability, specifications, and content.
- 9.6.2. Scope and specifications of data available.
- 9.6.3. Method of tracking device utilization and availability.
- 9.6.4. Method of making usage data available to TXST, the CoSM, and the public.
 - 9.6.4.1. Include components/details of a data dashboard.
 - 9.6.4.2. Include screenshots and provide examples of any similar monthly reports.
 - 9.6.4.3. Plan for monitoring system effectiveness and customer satisfaction.

- 9.6.5. Describe any APIs that may be used by TXST or CoSM.
- 9.6.6. Operator must describe all/intended use and sharing of data to be collected and TXST and CoSM must approve Operator sharing data with any third party. Operator will agree to share data with TXST for business purposes.
 - 9.6.6.1. Does the Operator use this data for other commercial purposes beyond the Shared Scooter service?
- 9.6.7. Describe your privacy and data practices and corresponding notices for users and clients.
- 9.6.8. Describe any integration opportunities with current TXST and CoSM web-based transportation apps. TXST currently operates TapRide and DoubleMap.
- 9.6.9. Provide comprehensive data to TXST and CoSM in real-time and through regular reports.

9.7. Local Operations Manager

- 9.7.1. Identify and describe roles of Local Operations Manager; the Operator must identify a liaison as primary point of contact for TXST and CoSM for both regular business hours and after hours related to solving service issues.
- 9.7.2. The locally based manager and operations staff shall be capable of re-balancing or relocating SMDs and be able to respond to requests, emergencies, and other issues at any time.
- 9.7.3. Local operations manager will be available for meetings as requested by TXST or CoSM in person or virtually.

9.8. User Equity Plan

- 9.8.1. Describe strategies you will use to increase access and utilization of SMDs to all socio-economic levels in the community.
- 9.8.2. Describe any plans to offer a cash payment option.
- 9.8.3. List the languages your services are provided in.

9.9. Long-Term Business & Innovation Plan

- 9.9.1. Describe your firm's long-term business/operations plan that demonstrates an understanding of the unique TXST and CoSM culture and market.
- 9.9.2. Describe your firm's innovation plan, including future incorporation of different shared mobility devices.
- 9.9.3. Describe how your company will uphold the waste reduction goals of TXST and CoSM by diverting e-scooters from our landfill when they have reached the end of their useful life.

10. APPENDIX B - MICROMOBILITY CHARGING STATIONS REQUIREMENTS

10.1. Equipment

10.1.1. Summary of the proposed technology, general site designs and requirements, including:

10.1.1.1. Energy usage, electricity demands, and connection types.

10.1.1.2. Data connectivity.

10.1.1.3. Footprint.

10.1.1.4. Site selection requirements.

10.1.1.5. University will not allow cameras.

10.1.1.6. Describe related equipment for example, locks.

10.1.2. Include a description of how the proposed technology can be adapted to charge various kinds micromobility vehicle models.

10.2. TXST disallows the charging of personal devices at these stations.

10.3. Advertising

10.3.1. Describe your advertising approach and program.

10.3.2. TXST or COSM reserves the right to direct the Operator to remove any messaging/advertising that does not meet our community standards. This must be completed in a timely fashion.

10.3.3. TXST will provide a list of excluded advertisers and advertising categories or topics.

10.3.4. TXST will provide a list of advertisers that have contractually exclusive advertising rights.

10.3.5. Respondent will be required to work with City's permitting department and marketing department on approved advertising.

10.4. Financial Plan

10.4.1. Describe your plan to generate revenue from users, commercial partnerships, advertising, or sponsorships.

10.5. Installation Plan

10.5.1. Describe a phased approach to installing micromobility infrastructure on campus and right-of-way if applicable, and the key personnel involved at each phase.

10.5.2. Include a concept-level map identifying initial proposed locations, or priority areas, for proposed installations. Sites should focus on high-traffic areas of campus. This map should be accompanied by a brief summary of methods and/or key criteria that informed site selection, such as adjacent uses, land use densities, or considerations based on the proposed service model.

10.5.3. Describe your experience working with governments, universities, and local businesses to install infrastructure.

10.5.4. Once an Operator is selected, TXST and CoSM anticipates evaluating sites in greater detail and confirming sites in collaboration with the Respondent and based on community input, prior to project permitting.

10.5.5. Any resources installed on TXST campus shall be approved and coordinated by TXST facilities department and all permits and costs will be the sole responsibility of the successful Respondent.

- 10.5.6. Any resources installed in the CoSM public rights-of-way or property shall be subject to approval of CoSM and might require a permit. Successful Respondent is responsible for permitting any fees and ensuring compliance with City Code.
- 10.5.7. Any loss of automotive parking on campus due to the installation of these fixtures must be compensated at the current TXST rate.
- 10.5.8. Any loss of automotive parking in CoSM due to the installation of these fixtures must be compensated at the current market rate.

11. APPENDIX C – PENALTIES

The intent of this program is to ensure high quality service, not increase TXST and CoSM revenue.

Penalties shall be waived for the first 30 days of in-service operation for any new Operator, assuming the Operator has made a good faith effort to affect a smooth transition and start-up.

11.1. Waiving Damages

TXST and / or CoSM reserves the right to waive the imposition of penalties at its discretion. Waiver or failure to assess penalties in any circumstance does not negate or abridge the TXST's or CoSM's right to assess such damages or penalties in the future for the same infraction or infractions of the Contract TXST or CoSM previously waived or failed to assess such damages or penalties. This provision shall not abridge or affect any other remedy that TXST or CoSM may enact.

11.2. Concerns

Operator shall cooperate with the TXST and CoSM to fully explore any concerns regarding service and performance standards.

11.3. Fleet Reduction

TXST and CoSM reserve the right to instruct the Operator to reduce the number of SMDs available in the service area. This may occur as a result of failure to meet the performance criteria. Fleet reduction must occur within 2 service days.

11.4. Service Area Reduction

TXST and CoSM reserve the right to instruct the Operator to reduce or alter the geofenced service area. This may occur as a result of failure to meet the performance criteria. Service area reduction must occur within 2 service days.

11.5. Impoundment

TXST and CoSM reserve the right to impound SMDs that may impact with the health, safety, or welfare of City residents, visitors, TXST students, staff, or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Operator and at the expense of the Operator. TXST or CoSM shall not be responsible for any damage to any SMDs impounded or taken into storage and TXST and CoSM are under no obligation to safe-keep any such vehicles.

11.5.1. TXST and/or CoSM will notify Operator in writing and may assess a \$60 fee for each impounded SMD. Fees must be paid before the SMD will be released to the Operator.

11.6. TXST Penalties Basis

TXST has established the following service performance standards along with the penalties imposed for each performance criteria that is not met:

See Attachment B

11.7. CoSM Penalties Basis

CoSM has established the following service performance standards along with the penalties imposed for each performance criteria that is not met:

See Attachment C

12. ATTACHMENT A - STAFFING PLAN

12.1. Please describe your staffing plan in detail.

12.2. Please fill in the staffing chart.

TXST Schedule	Months	Number of Operations Manager(s)	Number of Full time Staff	Number of Part time Staff	Comments
Between Terms	August				
Fall Semester	September				
	October				
	November				
	December				
	Winter Break	January			
Spring Semester	February				
	March				
	April				
	May				
	Between Terms	June			
Summer Terms	July				
	August				

13. ATTACHMENT B – TXST PENALTIES TABLE

Performance Criteria	Standard	Frequency	Penalty
Fleet adjustments may not go above the agreed maximum fleet size.	Quantity of SMDs above agreed maximum fleet size.	Each Occurrence	Fleet Size Reduction
All fleet adjustments affecting more than 10% of the maximum approved fleet size must be approved by TXST and CoSM.	Failure to receive approval for >10% fleet adjustment	Each Occurrence	Fleet Size Reduction
The University and CoSM, at its discretion, may require contractor to remove or relocate any equipment located on campus, private property, or public property, or rights-of-way, at any time due to weather, public safety, or other events, or for any reason. TXST and CoSM reserves the right to further supplement the regulations regarding large scale event parking.	Failure to remove SMDS as requested.	Each Occurrence	Fleet Size Reduction
TXST and CoSM require reporting of injuries, automotive collisions, riparian/river incidents, or serious malfunctions involving SMDs or Operator vehicles within 2 hours.	Failure to report at all.	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
	Failure to report in mandated timeframe.	Each Occurrence	Fleet Size Reduction
TXST and CoSM require Operators to file police reports regarding incidents of theft, vandalism, or property destruction. Reports must be filed in 2 business days.	Failure to report.	Each Occurrence	Fleet Size Reduction
All SMDs shall be consistent with current industry safety standards and Bikes and Scooters must comply with all applicable local, state, and federal laws and regulations covering bicycles or other applicable devices.	SMDs through damage, loss, or other reason, do not have standard safety equipment functional or present.	Per SMD Per Occurrence	Fleet Size Reduction

Performance Criteria	Standard	Frequency	Penalty
Inoperable or unsafe SMDs shall be disabled immediately upon notification and removed within 2 hours of notification or 1 hour if the SMD is in a priority zone as defined by TXST and CoSM, and it must be repaired before placed back onto the right-of-way or into revenue service.	Failure to respond within 2 hours.	Per SMD Per Occurrence	Impoundment / Fleet Size Reduction/ Service Area Restriction
	Failure to respond within 1 hour in priority zones.	Per SMD Per Occurrence	Impoundment / Fleet Size Reduction/ Service Area Restriction
The Operator shall provide a monthly report to TXST and CoSM.	Failure to report.	Each Occurrence	Fleet Size Reduction
Maintain proper staffing level.	Failure to maintain proper staffing level.	Each Occurrence	Fleet Size Reduction
Implement a reduction in fleet size as a penalty	Failure to remove SMDS as requested.	Per SMD Per Occurrence	Impoundment
Implement service area restriction as a penalty.	Failure to implement a service area restriction	Each Occurrence	Impoundment
Systemic Issues	Failure to address systemic issues	Each Occurrence	Fleet Size Reduction
	Repeated failure to address systemic issues	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
Operator shall respond to requests for rebalancing, relocation, reports of incorrectly parked SMDs, or reports of unsafe/inoperable SMDs by relocating, re-parking, or removing SMDs within 2 hours or 1 hour if the SMD is in a priority zone as defined by TXST, of notification between 6am and 10pm on weekdays, not including holidays, and	Failure to respond within 2 hours in non-priority zones between 6am and 10pm on weekdays, not including holidays	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
	Failure to respond within 1 hour in priority zones between 6am	Each Occurrence	Fleet Size Reduction/ Service Area

Performance Criteria	Standard	Frequency	Penalty
within 4 hours of notification all other times. Failure to respond may result in impoundment by TXST.	and 10pm on weekdays, not including holidays		Restriction / Impoundment
	Failure to respond within 4 hours all other times	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
SMD impoundment	Fee to release SMD from Impoundment.	Per SMD Per Occurrence	\$60 per SMD

14. ATTACHMENT C – COSM PENALTIES TABLE

Performance Criteria	Standard	Frequency	Penalty
Fleet adjustments may not go above the agreed maximum fleet size.	Quantity of SMDs above agreed maximum fleet size.	Each Occurrence	Fleet Size Reduction
All fleet adjustments affecting more than 10% of the maximum approved fleet size must be approved by TXST and CoSM.	Failure to receive approval for >10% fleet adjustment	Each Occurrence	Fleet Size Reduction
The University and CoSM, at its discretion, may require contractor to remove or relocate any equipment located on campus, private property, or public property, or rights-of-way, at any time due to weather, public safety, or other events, or for any reason. TXST and CoSM reserves the right to further supplement the regulations regarding large scale event parking.	Failure to remove SMDS as requested.	Each Occurrence	Fleet Size Reduction
TXST and CoSM require reporting of injuries, automotive collisions, riparian/river incidents, or serious malfunctions involving SMDs or Operator vehicles within 2 hours.	Failure to report at all.	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
	Failure to report in mandated timeframe.	Each Occurrence	Fleet Size Reduction
TXST and CoSM require Operators to file police reports regarding incidents of theft, vandalism, or property destruction. Reports must be filed in 2 business days.	Failure to report.	Each Occurrence	Fleet Size Reduction
All SMDs shall be consistent with current industry safety standards and Bikes and Scooters must comply with all applicable local, state, and federal laws and regulations covering bicycles or other applicable devices.	SMDs through damage, loss, or other reason, do not have standard safety equipment functional or present.	Per SMD Per Occurrence	Fleet Size Reduction
Inoperable or unsafe SMDs shall be disabled immediately upon notification and removed within 2 hours of notification or 1 hour if the SMD is in a priority zone as	Failure to respond within 2 hours.	Per SMD Per Occurrence	Impoundment / Fleet Size Reduction/

Performance Criteria	Standard	Frequency	Penalty
defined by TXST and CoSM, and it must be repaired before placed back onto the right-of-way or into revenue service.			Service Area Restriction
	Failure to respond within 1 hour in priority zones.	Per SMD Per Occurrence	Impoundment / Fleet Size Reduction/ Service Area Restriction
The Operator shall provide a monthly report to TXST and CoSM.	Failure to report.	Each Occurrence	Fleet Size Reduction
Maintain proper staffing level.	Failure to maintain proper staffing level.	Each Occurrence	Fleet Size Reduction
Implement a reduction in fleet size as a penalty	Failure to remove SMDS as requested.	Per SMD Per Occurrence	Impoundment
Implement service area restriction as a penalty.	Failure to implement a service area restriction	Each Occurrence	Impoundment
Systemic Issues	Failure to address systemic issues	Each Occurrence	Fleet Size Reduction
	Repeated failure to address systemic issues	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
Operator shall respond to requests for rebalancing, relocation, reports of incorrectly parked SMDs, or reports of unsafe/inoperable SMDs by relocating, re-parking, or removing SMDs within 2 hours or 1 hour if the SMD is in a priority zone as defined by TXST, of notification between 6am and 10pm on weekdays, not including holidays, and	Failure to respond within 2 hours in non-priority zones between 6am and 10pm on weekdays, not including holidays	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
	Failure to respond within 1 hour in priority zones between 6am	Each Occurrence	Fleet Size Reduction/ Service Area

Performance Criteria	Standard	Frequency	Penalty
within 4 hours of notification all other times. Failure to respond may result in impoundment by TXST.	and 10pm on weekdays, not including holidays		Restriction / Impoundment
	Failure to respond within 4 hours all other times	Each Occurrence	Fleet Size Reduction/ Service Area Restriction
SMD impoundment	Fee to release SMD from Impoundment.	Per SMD Per Occurrence	\$60 per SMD

15. PRICING

15.1. User Costs

- 15.1.1. Provide detailed pricing for your offered solution(s). Pricing shall include all subscription/membership term period, options, per use option and unlock fees.
- 15.1.2. Describe different use types and fare structure: user, price, location, time used, including special fare options for certain populations.
- 15.1.3. Provide the fees charged for SMDs use:
 - 15.1.3.1. Dockless Scooter
 - 15.1.3.2. Dockless Bicycle
 - 15.1.3.3. Other type(s) of SMDs
- 15.1.4. If applicable, describe your discounted pricing structure for people living on low incomes.
- 15.1.5. Price ceiling or specifics on how TXST and CoSM community will not be disadvantaged by sole provider status.
- 15.1.6. Describe departmental billing options for example, acceptance of TXST or CoSM purchase orders.
- 15.1.7. Describe user misuse/penalty fees.
 - 15.1.7.1. Is there a cap on maximum fees charged?
 - 15.1.7.2. Recommendation of fees to deter misuse or illicit parking?

15.2. SMD Revenue Models

- 15.2.1. Provide detailed revenue options available, such as:
 - 15.2.1.1. Annual fee to operate:
 - 15.2.1.1.1. TXST
 - 15.2.1.1.2. CoSM
 - 15.2.1.2. Traditional electric scooter share program with a revenue sharing program.
 - 15.2.1.3. Traditional electric assist bike program with a revenue sharing program.
 - 15.2.1.4. Revenue opportunities from other sources.
- 15.2.2. Revenue / Revenue-share opportunities from other sources, for example, advertising or license agreements.
- 15.2.3. Describe direct payments methodologies to TXST and CoSM.