




## Facilities and Services

MSC 3545  
New Mexico State University  
Box 30001  
Las Cruces, NM 88003-8001  
Phone: (575) 646-2101 Fax: (575) 646-1460  
[askfs@nmsu.edu](mailto:askfs@nmsu.edu)

**Date:** February 22, 2019

**To:** John Floros, Ph.D.  
President, New Mexico State University

**From:** Glen Haubold   
Associate Vice President, Facilities and Services

**Subject:** Scooter meeting Executive Summary

Our scooter group met yesterday, the attendees were: Glen Haubold, Johnny Carrillo, Scott Eschenbrenner, Katrina Doolittle, Emerson Morrow, Heather Watenpaugh, Steve Bettner, Javier Cordero, Kathy Agnew, Scott Field, Linda Cisneros, Kim Huddleston, and Wayne Savage.

As to the questions we wanted to answer:

### **1. Move forward with scooter transportation**

Those present unanimously voted to allow scooters on campus as long as the proper safeguards and necessary rule changes are in place. In general, feedback from those unable to attend was in keeping with this decision. It is safe to say that there will be some lively debate on the rules and safeguards that are needed, as these will be items such as walk-only (dismount) zones and changes in the Administrative Rules and Procedures (ARP). Executive Director of Environmental Health Safety and Risk Management Katrina Doolittle agreed to lead the group that will include Police Chief Lopez and Fire Chief Carrillo. ASNMSU President Morrow and ASNMSU Vice-President Cisneros will ensure student participation on this committee, and we will add the University Architect because there will be facility modifications necessary to support scooters.

### **2. Issue an RFP for a single vendor**

We agreed that we should be sensitive to our responsibility to transparency and follow the NMSU RFP process even though this is not a procurement, and we all decided that we prefer to have a single vendor instead of multiple vendors so that there is one point of contact.

### **3. Extend existing MOU through May commencement**

We were not unanimous about extending the agreement through the end of the semester, as Executive Director of Environmental Health Safety and Risk Management Katrina Doolittle expressed concern that we are currently operating scooters without any rules. The rest of the group voted to extend the existing Spin agreement through the end of the semester with the proviso that we discuss slowing the top speed of the scooters with Spin.

### **4. Seek concurrence at UAC**

The committee also recommends that if you concur with our decisions that you should seek additional approval by University Administrative Council. If we move forward with this initiative, UAC will likely have to approve modifications to the ARP, so it is better to have their engagement now.

A formal scooter program will require enforcement for scooters left lying about randomly and for operation within the rules, and some schools are impounding these while charging up to \$150 for retrieval. When one thinks of enforcement, the Police Department comes to mind, but scooters are a method of transportation. Also, the consensus is that scooter lanes should be considered on the I-Mall, and certainly, some scooter parking should be designated in popular areas. There was some feeling that use by minors (under seventeen years of age) should be prohibited.

We had a little bit of discussion about which unit might manage this program, and Auxiliaries/Parking and Transportation told us that they were not staffed nor funded for beyond what they do now. One option may be to direct the scooter vendor to finance or operate some of the various initiatives, so we left this issue tabled for the time being.

If you approve, then, there would be these three next steps:

1. Placement on the UAC Agenda;
2. Prepare an extension to the MOU; and
3. Develop and issue an RFP so that a scooter program can be in place before fall 2019.

I agreed to work with Director of Procurement Kathy Agnew on this, and we can have an RFP close to or perhaps even issued before she leaves on March 8. Because FS provides oversight to many RFPs and because there will have to be many supporting facility modifications such as signage and lanes, I recommend that you allow FS to execute the RFP. Doing so will give you and Senior Vice-President Burke an opportunity to decide where this program resides and how to fund it. There will be an associated revenue stream.

We asked for everyone to commit their input to paper and pen, and I will compile and send their submissions for your reading pleasure along with 50 or so emails from students. Please let me know if you have any questions.

cc:

Dan E. Arvizu, Ph.D.  
Chancellor,  
New Mexico State University System

Andrew J. Burke, Ed.D., MAcc  
Senior Vice President,  
Administration and Finance

Patrick Scott Field  
Assistant General Counsel

J. Leonard "Lenny" Martinez  
Chief of Staff,  
Office of the Chancellor

April Mason, Ph.D.  
Interim Executive Vice-President and Provost

Melody Munson-McGee  
Chief of Staff, President's Office

Renay M. Scott, Ph.D.  
Vice-President Student Success

Heather Watenpaugh  
University Architect and Campus Planning

Katrina Doolittle, Ph.D.  
Executive Director,  
Environmental Health Safety and Risk Management,

**New Mexico State University**  
**REQUEST FOR PROPOSAL (RFP)**  
RFP # 2019XXXX-XX

**Selection of a Vendor to Provide  
Electric Scooter Services**



RFP DUE TIME AND DATE:

04/11/2019 @ 2:00 p.m. (Local time)

NON-MANDATORY PRE PROPOSAL:

03/25/2019 @ 1:30 p.m. (Local time)

Location: NMSU FS Large Conference Room  
(1530 Wells Street, Las Cruces, NM 88003)

PROCUREMENT CONTACT:

XXXX at 575-646-XXXX

E-MAIL:

[XXXX@nmsu.edu](mailto:XXXX@nmsu.edu)

New Mexico State University  
Procurement Services  
Hadley Hall  
2850 Weddell Street  
South Suite 100  
Las Cruces, NM 88003

## OFFICIAL CONTACTS ONLY

This RFP contains restrictions on contact with Board of Regents, ASNMSU, Faculty and Staff, the University's consultants or others working on behalf of the University. Violation of this policy may lead to disqualification. See item 4 of General Instructions of this document

### CAUTION

Unless otherwise indicated herein, this entire RFP document may be obtained from NMSU's online bidding system at <https://nmsu.ionwave.net/Login.aspx>. If obtaining this document from any source other than the online bidding system, it is the Offeror's responsibility to ensure a full and complete set of the RFP document has been obtained. Any addenda or clarification to this RFP shall be issued under the attachments tab in the online bidding system. It is the responsibility of each Offeror to check the online bidding system for any information or addenda to this RFP.

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## **PROPOSAL GENERAL INSTRUCTIONS**

1. Requests for proposals (RFP) will be received at Procurement Services, MSC 3890 PO Box 30001, Las Cruces, NM, 88003 not later than **December 1, 2017**, at 2:00 p.m. (Local time) at which time the said proposals will be opened and recorded as received. The purpose of this Request for Proposal is for selection of a qualified vendor to provide an Electric Scooter Program service (the "Services") which are more specifically described in the Scope of Work of this RFP.
2. "The Purchaser" as used in these specifications shall refer to New Mexico State University.
3. New Mexico State University is seeking requests for proposals from qualified individuals and/or companies in accordance with the RFP scope of work and specifications.
4. Any inquiries or request regarding clarification of this procurement document shall be submitted to the Buyer in writing. Buyer contact information is **XXXXXXXX, MSC 3890 PO** Box 30001, Las Cruces, NM 88003, or **XXXXXX@nmsu.edu**. Offerors may contact ONLY the Buyer regarding the terminology stated in the procurements document. Other NMSU employees do not have the authority to respond on behalf of the University. Offerors **MAY NOT** contact other University Departments. Any contact with a University Department shall automatically in a rejection of any proposal.
5. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
6. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the University will be provided in writing to all Proposers by addendum, No verbal responses shall be authoritative.
7. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
8. The envelope containing the completed request for proposal and literature **must** be marked "Request for Proposal and note corresponding RFP number and addressed as follows.

MAIL TO: NMSU – Procurement Services  
MSC 3890 PO Box 30001  
Las Cruces, NM 88003

PHYSICAL ADDRESS: Hadley Hall  
2850 Weddell St., South Suite 100  
Las Cruces, NM 88003

OR SUBMIT ON-LINE: NMSU On-Line Bidding System  
<https://nmsu.ionwave.net/Login.aspx>

**Important Information:** New Mexico State University's Online Bidding System utilizes the Internet and the World Wide Web which is comprised of systems that are completely out of NMSU's control including but not limited to: the University, its agents, and registered suppliers' respective internet service providers. The University and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that RFP documents arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the University and/or its agents. Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.

Offerors are cautioned that "late is late". It is the responsibility of the Offeror to allow sufficient time for the hazards of traffic, weather, finding parking space and locating the proper office.

**9. Any and all Proposals not received by the Proposal submission date and time shall be rejected and returned unopened.**

10. NMSU may in its sole discretion extend the time for the submission of offers upon a finding that it is in the interest of the University to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

11. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

"Agency" means New Mexico State University

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor:" shall mean successful Offeror.

"Determination" means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" The terms "may", "can", "should", or "prefers" identify a desirable or discretionary item or factor.

"Evaluation Committee" means a body of University employees assigned to perform the evaluation of Offeror proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal or bid.

“Offeror” or “Proposer” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

“Purchase Order” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“Responsive Offer” means an offer, which conforms in all material, respects to the requirements set forth in the request for proposal.

12. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

13. New Mexico State University reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may be rejected by the University depending on available competition and timely needs of the University. The University reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the University.

14. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the University will be borne by the Proposer.

15. This procurement in no manner obligates New Mexico State University until a valid signed contract or valid Purchase Order is executed.

16. The University may add to or delete from the Scope of Work set forth in this RFP.

17. The University reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

18. The University reserves the right to discontinue negotiations with any selected Proposer.

19. In submitting an offer to this invitation, the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the University.

20. The contents of the proposals will be kept confidential until NMSU awards a contract. At that time, all proposal documents pertaining to this procurement will be open to the public, except for

the material, which is proprietary or confidential. Procurement Services will not disclose or make public any pages of a bid on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

21. If a vendor proposes an “equal” to scope of work/specifications, NMSU reserves the right to refuse any or all proposals and is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.

22. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

23. Offeror shall submit one (1) original proposal and one (1) identical electronic copy of their proposal to the location specified in item 5 of this document. Electronic copy is not email; please provide a CD or Jump Drive loaded with your proposal. Fax copies are not accepted. An Offeror may submit their proposal on NMSU Online bidding system; this will serve as original proposal and identical electronic copy.

## **TERMS AND CONDITIONS**

1. **TERM:** NMSU reserves to right to procure the services/goods as described in this RFP as a sole purchase. The University will determine the term that is most advantageous and in the best interest of the University.

2. **NON-APPROPRIATION:** The University’s obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the University does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The University determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

3. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

4. **TERMINATION:** Either party may terminate this contract as follows:

A. **Termination by the Contractor**

1. The contractor may terminate this contract only if the New Mexico State University fails to comply with any provisions of this contract and after receiving notice of the noncompliance the University fails to cure the noncompliance within (10) ten days, or



2. By written mutual agreement between the Contractor and the University.

## B. Termination by the University

### 1. For Cause

a. The occurrence of either one of the following events will justify termination for cause:

- i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
- ii. Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified above occur, the University may, after giving Contractor (and the surety, if any) ten days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by the University, the termination will not affect any rights or remedies of University against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the University will not release the Contractor from liability.

### 2. For Convenience

a. Upon ten days written notice to contractor, NMSU may without cause and without prejudice to any other right or remedy of NMSU, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

- i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
- ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5. INDEMNIFICATION: The Proposer shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless the Regents of New Mexico State University against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Proposer's operation shall be repaired and/or restored to their original condition at the Bidder's expense.

6. INSURANCE (If Applicable)

The successful proposer shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by NMSU at the time of contract award. The Regents of New Mexico State University shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

Bodily injury, each person, excluding medical and medically related expenses	\$400,000
Medical and medically-related expenses	\$300,000
Bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, each occurrence	\$200,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

**NOTE: Certificate holder shall be:** Board of Regents  
New Mexico State University

**Certificate of Insurance shall be forwarded to:** New Mexico State University  
Procurement Services  
MSC 3890 PO Box 30001  
Las Cruces, New Mexico 88003-8001

7. AUDIT: The University reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by University personnel or a third party under contract with the University. The University shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the University the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee University's access to books and records of such party.

8. INDEPENDENT CONTRACTOR: That the Contractor is an independent contractor performing services for the University. The Contractor shall not accrue leave, retirement,

insurance, or any other benefits afforded to employees of the University as a result of this procurement.

9. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with 13-1-129 NMSA 1978, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by the Regents of New Mexico State University.

10. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the University and shall not be considered for award of the contract during the period for which it is debarred or suspended with the University.

11. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the University that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the University.

12. **TORT CLAIMS ACT:** As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement. The liability of the Regents of New Mexico State University shall be subject to the immunities and limitations of the Tort Claims Act, Sections 41-40-1 et. seq., NMSU 1978, and of any amendments thereto.

13. **PAYMENT:** Any invoice received and payment made shall be subject to University's terms and conditions or its invoice unless specifically waived by University in a separate written document and not this RFP or any response.

## **PROTESTS**

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to Procurement Services in accordance with the requirements of the Contracting Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978). The protest must be in writing and delivered to the Director, Procurement Services, New Mexico State University, P.O. Box 30001 MSC 3890, Las Cruces, NM 88003.

2. In the event of a timely protest under this section, the Director of Procurement Services and the Contracting Agency shall not proceed further with the procurement unless the Director of Procurement Services makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).

3. The Director of Procurement Services or his designee has the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This

authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

4. The Director of Procurement Services or his designee shall promptly issue a determination relating to the protest. The determination shall:

- a) State the reasons for the action taken; and
- b) Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

5. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

**RFP SCHEDULE**

The Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issuance of RFP	University Procurement Services	03/18/19
Pre-proposal Conference	University and Offerors	03/25/19 1:30 p.m.
Last Day for Questions	Offeror	04//01/19 5:00 p.m.
Submission of Proposal	Offeror	04/11/19 2:00 p.m.
Evaluation of Proposals	Evaluation Committee	04/15-19/2019
*Finalists Interviews	Evaluation Committee	04/22-26/2019
Contract Negotiations	University Procurement Services	TBD

Pre-proposal conference will be held at NMSU FS Large Conference Room (1530 Wells Street, Las Cruces, NM 88003). Offerors who attend the pre-proposal conference and site visit will do so at their own expense..

\*The selection committee *may* interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.

\* It is anticipated that this RFP will be awarded after presentations.

**This schedule is subject to change.**

**METHOD OF AWARD**

An evaluation committee will judge the merits of proposals received in accordance with the evaluation factors defined herein. Failure of the Proposer to provide any information requested in the Request for Proposals may result in disqualification of the proposal and shall be the sole

responsibility of the Proposer.

Proposals will be evaluated first based upon the written (electronic) submittal and according to the evaluation criteria listed below. The proposals will be scored and ranked. The selection committee *may* interview the Offeror(s) of the top rated proposals, based upon the evaluation of the written proposals; however, contracts may be awarded without such interviews. If interviews are conducted, they will be evaluated separately with new scoring, based on the evaluation criteria noted herein. After the interviews, the interviewed firms will be scored and ranked.

In accordance with 13-1-115 NMSA 1978, Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award.

### Federal Funds

**If checked, this project utilizes federal funds. Executive Order 13658 – Minimum Wage and Davis Bacon Act must be adhered to. New Mexico In-State Resident and Resident Veteran Contactor preference points do not apply.**

## SCOPE OF SERVICES

### General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The successful Proposer is referred to as the “**Contractor.**”

The University desires a turnkey solution on a lease or purchase-of-service basis that includes use of Electric Scooters, Electric Scooter stations (if required), planning and research, insurance (against theft, loss, and damage), maintenance, technology, and marketing. The University does not desire to purchase Electric Scooters.

The goals of the program are to:

- Provide a transportation solution alternative to personal vehicles for short-range trips.
- Support and augment the bus shuttle program.
- Provide another mode of travel as a “green” goal and for convenience.
- Provide an inexpensive and convenient travel option.
- Improve traffic flow and congestion on campus.

### Proposer Background

The Proposer will provide the following information regarding its background:

- Its experience with Electric Scooter programs (including duration, size of programs, and geographic locations covered).
- A description of other Electric Scooter programs (non-University) it manages under the same model.

- A description of other University Electric Scooter programs it manages under the same model.
- A list of at least (3) three University references.
- A description of the education, qualifications, and experience of the Proposer's team who will manage and oversee the University's Electric Scooter program.

### **Scope of Work**

The Electric Scooter Program system needs to be designed to make the necessary impact on the reduction of the total number of Electric Scooters on campus. We believe the main student users will be those living on campus and bus/car commuters in addition to the faculty, staff and visitors that just want to travel around campus more quickly than walking or taking an on-campus bus.

The university also desires the system to be usable by any student, faculty, staff or visitors to the campus at any given time. This would allow for the causal user to have access to transportation when they need it.

### **Contractor will provide the following services to University**

- Furnish and Manage an On-Campus Traditional Electric Scooter Service Program with a Revenue Sharing program on the University Campus
- Provide Electric Scooter safety training addressing Electric Scooter safety, usage, operation, Personal Protective Equipment (PPE)
- When applicable, place signage at each fleet location with high visibility that briefly explains the program (must be viewed and approved by the University).
- Establish contact program (e-mail? Social media?) for current and future resident, parking permit holders, faculty and staff to keep them apprised of program operation, safety and to provide service and contact information.
- Allow NMSU personnel access to distribute/redistribute Electric Scooters.
- The Proposer will describe its proposed Electric Scooter program, addressing the following elements:
  - An overview of how the Electric Scooter program would work (how will users obtain and use Electric Scooters).
  - A description of the Electric Scooters, stations, and related equipment (if applicable - including locks, key boxes points, station/rack power and space requirements)
  - A description of all elements covered under the lease/purchase-of-service fee (including use of Electric Scooters, and, if applicable, Electric Scooter stations, planning and research, insurance, maintenance, technology, and marketing, and any other operational elements).
  - What technology or software would be used for obtaining and using Electric Scooters, obtaining usage statistics (including tracking of Electric Scooters), and reporting (reservation system should use a webpage and an Android and iOS-compatible app that includes minimum functionality for obtaining use of a Electric Scooter; Electric Scooters should also be obtainable to those who do not have access to smart phones, viz., those who may only be able to text.
  - A description of how often the Electric Scooters will be replaced.

- A description of how and how often Electric Scooters and stations (if applicable), will receive maintenance.
- A description of how the Proposer will perform planning in order to identify optimal locations and ensure maximum program usage before launch.
- A description of specific steps Proposer will take to market and advertise the service before service launch and for the duration of the contract length.
- A description of the timeline of activities up to and including the program launch date and beyond, including a plan for ensuring that the program is launched before the start of the **Fall 2019 semester, which is August 14, 2019.**
- A description of how the Proposer will make efforts to obtain sponsorships for the program and how it would determine a revenue
- A description of how the Proposer will develop a pricing structure (including costs and membership options and durations such as hourly, daily, monthly, and annual) and revenue share model between the University and its member Cities, with the understanding that the project partners desire a consistent pricing structure across the region as well as an equitable way to distribute revenues.
- A description of how the Proposer will submit an exclusive budget for Marketing and Advertising.
- A description about how the proposer may include the City of Las Cruces in this program.

**BUDGET AND FEES**

**PRELIMINARY PROJECT SCHEDULE**

April 11, 2019	Proposals Due
April 26, 2019	Presentations and Evaluations
May 06, 2019	Assumed date of Contract and Notice to Proceed
Week of	
May 13, 2019	Project Kick-off

**EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with 13-1-21 NMSA 1978 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue Department.

	Possible Points	Points This RFP
Details of the proposed electric scooter program, using the elements listed above.	40	
<p>Past Record of Performance on contracts with government and municipal agencies with respect to such factors as safety, control of scooters, quality of work and ability to meet schedules</p> <ul style="list-style-type: none"> <li>• Its experience with Electric Scooter programs (including duration, size of programs, and geographic locations covered).</li> <li>• A description of other Electric Scooter programs (non-University) it manages under the same model.</li> <li>• A description of other University Electric Scooter programs it manages under the same model.</li> <li>• A list of at least (3) three University references.</li> </ul>	30	
<p>Information about the firm.</p> <ul style="list-style-type: none"> <li>• Vision/mission and business philosophy</li> <li>• Brief history of firm.</li> <li>• Provide firms' owner(s), Principal Officers, state date of incorporation</li> <li>• Describe your firms organization, including joint venture or other form of contractual association Provide number of employees and organization chart</li> <li>• Provide current resumes for employees, who may be providing services under this project.</li> <li>• Provide qualifications for each consultant or sub-contractor the firm proposes to use for all consultant and sub contracted work</li> </ul>	25	
<p>Proximity to or familiarity with the area in which the project is located Indicate previous projects completed in vicinity, including references.</p>	5	
<ul style="list-style-type: none"> <li>• Total Possible Points</li> </ul>	100	
<p>In-State New Mexico Business Preference: Offeror shall supply a copy of their In-State Certificate issued by State of New Mexico Tax &amp; Revenue</p> <ul style="list-style-type: none"> <li>•</li> </ul>	5, or	
<p>New Mexico Resident Veteran Business/Contractor</p> <ul style="list-style-type: none"> <li>• 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> <li>•</li> </ul>	10	

**Total Possible Points and Preference Points: 100-110**

**Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.



## **PROPOSAL SUBMITTAL REQUIREMENTS**

Written submittals **should not exceed 25 pages**, and should be concise, relevant, applicable and responsive to the criteria set forth on this RFP.

Your response shall not exceed twenty five (25) single sided pages. The page limit does not include: front and back cover, debarment and suspension certificate, non-collusion certificate, copy of In-State preference certificate, any required attachments, blank dividers, table of contents, and Federal form requirement.

### **Proposals Shall Include:**

- A letter of transmittal, which includes the following information:
  - a) Name, address, telephone/FAX number of business and e-mail
  - b) Name of the primary contact.
  - c) Authorized signature and title of Offeror.
  - d) Date of proposal; and,
  - e) Statement that the Offeror has the ability to provide the product/services requested and will comply with the contract terms and conditions set forth in this Request for Proposal and acknowledges any addendums or is requesting changes to certain terms and conditions, if awarded a contract.
  
- Details of the proposed scooter program regarding the type of services described in Scope of Work
  
- Capacity and Capability of Team, including any consultants, their representatives, qualifications and locations, to perform the work, including specialized services, within the time limitations
  
- Past Record of Performance on similar contracts with government and municipal agencies
  
- Proximity to or familiarity with the area in which the project is located
  
- In-State New Mexico Business Preference or Veteran Business Certificate

**PROPOSAL CHECKLIST**  
**NEW MEXICO STATE UNIVERSITY / PROCUREMENT SERVICES**

***Did You:***

- Include One (1) original and one (1) identical electronic copy of your proposal. Electronic copy is not email; please provide a CD or Jump Drive loaded with your proposal. Fax copies are not accepted. An Offeror may submit their proposal on NMSU Online Bidding system; this will act as the original and identical electronic copy of proposal.
- Include List of References- Please do not list NMSU personnel.
- Acknowledge all addenda
- Review all clarifications/questions/answers.
- Clearly mark your proposal with RFP number on the front of the envelope and opening date.
- Deliver sealed proposal to New Mexico State Procurement Services located in Las Cruces, New Mexico 88003 before October 27, 2017 at 2:00 pm (local time).

\* If not completed as required, your proposal may be deemed non-responsive.

Contact Procurement Services immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal. This form is not all inclusive and Offerors should read the RFP carefully to ensure all items are addressed in your proposal.