



<b>Purchase Order</b>	 <b>M</b> <small>MARSHALL UNIVERSITY</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2918	<b>Purchase Order #</b> <b>MU24BIKE</b>
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<b>TO:</b>  Charleston Mobility LLC 433 Bishop St. NW, Ste. B1 Atlanta, GA 30318 david@ridetoday.com  FEIN: 87-2172427      PH: 404-299-9889	Vendor Code: 87-2172427	<b>Ship to:</b>  Marshall University  Room #    NA	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #:  NA
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
MU24BIKE	24	MD				MU24BIKE

	<b><u>CONTRACT ACCEPTANCE</u></b>  On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Charleston Mobility</u>  <hr/> signed by <u>David Townsma</u>  Title <u>Managing Partner</u>  on <u>July 13, 2023</u>   <div style="text-align: center;"> <p>Approved as to form this <u>20th</u> day of <u>Sept</u> <u>2023</u>              West Virginia Attorney General</p> <p>By: <u></u>              Chief Counsel</p> </div> <p><b>MU24BIKE: Marshall University Bike Share Program</b></p> <p style="text-align: center; font-size: small;">THIS ORDER IS EXEMPT FROM ALL SALES TAX              LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER</p>	
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Line No.	Fund	Org.	Account	Encumber Amount		Total:	Open-End
1.	Varies	Varies	Varies	Varies			
2.							
3.							
4.							

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">               Authorized Signature           </div> <div style="text-align: right;">             9.20.2023              Date           </div> </div>
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**Request  
for Proposal**



**Marshall University  
Office of Purchasing  
One John Marshall Drive  
Huntington, WV 25755-4100**  
Direct all inquiries regarding this order  
to: [delong16@marshall.edu](mailto:delong16@marshall.edu)

**Bid#**

**MU24BIKE**

**Vendor:**

**For information call:  
Purchasing Contact:  
Email: [delong16@marshall.edu](mailto:delong16@marshall.edu) &  
[Purchasing@marshall.edu](mailto:Purchasing@marshall.edu)**

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

<b>DATE</b> 05/12/2023		There will be no pre-bid meeting for this requisition.	<b>DEPARTMENT REQUISITION NO.</b> <b>MU24BIKE</b>	<b>BIDS OPEN:</b> Technical: 6/14/23 at 3:00PM EST Cost: 6/28/23 at 3:00PM EST	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
<b>Item #</b>	<b>Quantity</b>	<b>Description</b>		<b>Unit Price</b>	<b>Extended Price</b>
		<p>Marshall University, on behalf of the Board of Governors, invites sealed Bids to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for:</p> <p><b>Project Name: MU24BIKE Marshall University Rideshare Bike Program</b></p> <p>All bids must be submitted in accordance with the Bidding Documents issued by Marshall University's Office of Purchasing.</p> <p>Bidding Documents may be obtained from: Marshall University Office of Purchasing Old Main 125 Huntington, WV 25755 <a href="mailto:delong16@marshall.edu">delong16@marshall.edu</a></p> <p>To join the bid opening via Teams, use the following links: <a href="#">MU24BIKE Technical Bid Opening</a> <a href="#">MU24BIKE Cost Bid Opening</a></p>			
<b>Total</b>					

To the Office of Purchasing,  
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder's Name \_\_\_\_\_  
Signed By   
Typed Name DAVID TOUWSMA  
Title MANAGING MEMBER  
Email DAVID@RIDE.TODAY.ID  
Street Address 433 BISHOP STREET  
City/State/Zip ATLANTA GA 30318  
Date 7/13/23 Phone 404-229-9839  
Fein 87-2172427

# REQUEST FOR PROPOSAL

Marshall University MU24BIKE

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## SECTION 1: GENERAL INFORMATION

### 1.1. Introduction:

1. The Marshall University Office of Purchasing (hereinafter referred to as the “Office of Purchasing”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, for the Sustainability Department (hereinafter referred to as the “Department”) to provide a turnkey, public bike share program to be operated within the Marshall University campus and the City of Huntington, WV.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Office of Purchasing. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

### 1.2. RFP Schedule of Events:

RFP Released to Public.....	May 12, 2023
Vendor’s Written Questions Submission Deadline .....	05/25/23 at 3:00 PM EST.
Technical Bid Opening Date.....	06/14/23 at 3:00 PM EST.
Oral Presentation ( <i>Department Option</i> ).....	Week of 6/19/23
Cost Bid Opening.....	6/28/23 at 3:00 PM EST.
Contract Award Made.....	TBD

**MARSHALL UNIVERSITY**  
**GENERAL TERMS AND CONDITIONS**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

**2.1 "Award Document"** means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

**2.2 "Bid" or "Proposal"** means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

**2.3 "Board"** means the Governing Board of Marshall University.

**2.4 "Buyer"** means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

**2.5 "Chief Procurement Officer"** means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

**2.6 "Contract"** means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

**2.7 "Governing Board"** means the Marshall University Board of Governors as provided for in the West Virginia state code.

**2.8 "Higher Education Institution"** means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

**2.9 "Office of Purchasing"** means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

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**2.10 "Purchasing Card" or "P-Card"** means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

**2.11 "Responsible Bidder" and "Responsible Vendor"** mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

**2.12 "Responsive Bidder" and "Responsive Vendor"** mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

**2.13 "Solicitation"** means the notice of an opportunity to supply the University with goods and services.

**2.14 "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

**2.15 "University"** means Marshall University or Marshall.

**2.16 "Vendor" or "Vendors"** means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**2.17 "Will", "Shall" and "Must"** identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below:

**Term Contract**

**Initial Contract Term:** The Contract becomes effective on award  
\_\_\_\_\_ and extends for a period of one(1) year(s).

**Renewal Term:** The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to five (5) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Sixty (60) months in total. Automatic renewal of the Contract is prohibited.

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Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

- Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
- Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_.
- Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract must be completed within \_\_\_\_\_ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.
- One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.
- Other:** See attached.
- 4. NOTICE TO PROCEED:** Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
- 5. QUANTITIES:** The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.
- Open End Contract:** Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

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- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One-Time Purchase:** The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if for immediate or expedited delivery in an emergency.

Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

**7. REQUIRED DOCUMENTS:** All the items checked below must be provided to the University by the Vendor as specified below.

- BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.
- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

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**INSERT ADDITIONAL CONDITIONS BELOW:**

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

**8. INSURANCE:** The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$2,000,000.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.
- Commercial Crime and Third-Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.
- Cyber Liability Insurance** in an amount of: \$1,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.  
\_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

**Liquidated Damages Contained in the Specifications**

**11. ACCEPTANCE:** Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

**12. STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

**13. PRICING/BEST PRICE GUARANTEE:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**15. PAYMENT METHODS:** The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

\_\_\_\_\_  
\_\_\_\_\_

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**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

**17. FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

**18. RISK SHIFTING:** Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

**19. LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages is deleted.

**20. TAXES:** The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

**21. FISCAL YEAR FUNDING:** The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**22. CANCELLATION/RIGHT TO TERMINATE:** The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

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Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

**23. RIGHT OF FIRST REFUSAL** Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

**24. DISPUTES** – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

**25. TIME:** Time is of the essence with regard to all matters of time and performance in the Contract.

**26. DELIVERY** -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

**27. APPLICABLE LAW:** The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

**28. COMPLIANCE WITH GOVERNING LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**29. ARBITRATION:** Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

**30. MODIFICATIONS:** Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

**31. AMENDMENTS** - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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**32. NO WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

**33. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**34. ASSIGNMENT:** Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

**35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**36. UNIVERSITY EMPLOYEES:** University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**37. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

**Proposals are NOT to be marked as confidential or proprietary** Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

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Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

**38. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

**39. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

**40. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

**41. THIRD-PARTY SOFTWARE:** If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

**42. RIGHT TO REPOSSESSION NOTICE:** Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity

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that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

**44. VENDOR RELATIONSHIP:** The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**45. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.

**46. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT** West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the

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contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

**48. DISCLOSURE OF INTERESTED PARTIES** A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

**49. CONFLICT OF INTEREST:** Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

**50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES:** If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

**51. PUBLICITY:** Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).

**52. UNIVERSITY MARKS:** Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).

**53. INTELLECTUAL PROPERTY:** The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

**54. FERPA:** Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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**55. REPORTS:** Vendor shall provide the University with the following reports identified by a checked box below:

- Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

**56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS:** Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:**

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

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That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

DAVID TOWNSMA, MANAGING PARTNER  
(Name, Title)

\_\_\_\_\_  
(Printed Name and Title)


433 BISHOP STREET, SUITE B1 ATLANTA GA 30309  
(Address)

404-229-9889  
(Phone Number) (Fax Number)

DAVID@RIDE.TODAY.IO  
(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

CHARLESTON MOBILITY LLC  
(Company)

  
(Authorized Signature)

DAVID TOWNSMA  
(Printed Name and Title of Authorized Representative)

7/13/23  
(Date)

404-229-9889  
(Phone Number) (Fax Number)

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# REQUEST FOR PROPOSAL

## Marshall University MU24BIKE

### SECTION 4: PROJECT SPECIFICATIONS

**4.1. Background and Current Operating Environment:** Marshall University has had a bike share in the past with three hubs and a geofenced perimeter around the city of Huntington. It is the preference of the university that the bike share be used only by those with an active Marshall University identification number and that ridership be free or have a nominal fee. See attachments for existing and potential Bike Share hub locations.

**4.2. Project Goals and Mandatory Requirements:** Our goal is to provide a viable transportation option for the entire Marshall community, including visitors, faculty, staff, and students – one that is safe, convenient, and easy to utilize. Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

**4.2.1. Goals and Objectives** – The project goals and objectives are listed below.

**4.2.1.1. Objective:** The Objective of this program is to launch a system of 60 bikes with a coverage area that includes the Marshall University campus and core of downtown Huntington, with emphasis on the connection to the city's two primary areas of interest, Pullman Square and Ritter Park. We would like to provide the bikes to users free of charge or for a nominal fee.

**4.2.1.2. Goal 1:** Provide a rideshare bike system to the Marshall University community free of charge or for a nominal fee.

**4.2.1.3. Goal 2:** The safety of our students and community.

**4.2.1.4. Goal 3:** To implement the system prior to the start of Fall Semester.

**4.2.2. Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

**4.2.2.1. Bicycle Requirements**

**4.2.2.1.1.** Bicycles must be durable enough to be stored outside year-round and must be rust resistant.

# **REQUEST FOR PROPOSAL**

## **Marshall University MU24BIKE**

- 4.2.2.1.2. Bicycles must be a highly visible, bright color. Marshall University prefers to have the option to select the bicycle color and logo placements.
- 4.2.2.1.3. Bicycles must have a fender to protect the rider from tire spray.
- 4.2.2.1.4. Bicycles must have a white light on the front, and a red light on the back.
- 4.2.2.1.5. Bicycles must have a reliable and intuitive front and rear disk braking system.
- 4.2.2.1.6. Bicycles must have a bell or horn, that is not easily removable.
- 4.2.2.1.7. Bicycle must be tamper-resistant.
- 4.2.2.1.8. Bicycles must have puncture resistant tires.
- 4.2.2.1.9. Bicycles must have a basket or similar storage area.
- 4.2.2.1.10. Bicycles must be new, uniform in style and appearance, and be the same model. Vendor must provide a description or picture of their proposed bicycles in their Technical Proposal.
- 4.2.2.1.11. Bicycles must be one size fits all with an adjustable seat. The seat post should be marked for various heights as a guide for user. The user should not be able to remove the seat from the frame.
- 4.2.2.1.12. Bicycles must have a locking mechanism to secure bikes when not in use.
- 4.2.2.1.13. Bicycles must have visible language to notify user that user shall not ride while under the influence of alcohol or drugs, that wearing a helmet is encouraged, and that no one under the age of 18 is permitted to use the bike.
- 4.2.2.1.14. Bicycles must have a tracking system, capable of showing the current location and history of movement for each bike.
- 4.2.2.1.15. Vendor must provide at least 60 bikes.

### **4.2.2.2. Docking Station Requirements**

- 4.2.2.2.1. Vendor must provide docking stations for the bikes. Vendor must provide a minimum of six (6) docking stations.

# **REQUEST FOR PROPOSAL**

## **Marshall University MU24BIKE**

**4.2.2.2.2.** Docking Stations should be the smallest feasible footprint and should not be permanent in nature.

**4.2.2.2.3.** Docking Stations must be new and uniform in nature.

**4.2.2.2.4.** Docking Stations must be wireless.

### **4.2.2.3. Software Requirements**

**4.2.2.3.1.** Users must have the capability of registering online and via a smartphone application. A smartphone application is required.

**4.2.2.3.2.** GPS Technology, or equivalent, is required for live tracking of all bicycles. User should not be able to disable the GPS technology.

**4.2.2.3.3.** Geofencing is required. Marshall University must have the ability to virtually designate the system service area(s) or parking areas to support fleet management.

**4.2.2.3.4.** Vendor must provide a secure system and system applications. The appropriate safeguards within the environment should include the use of encryption software, and unique IDs and passwords for each user. All applications must meet the security standards appropriate for the information type they will be storing, processing, or transmitting.

**4.2.2.3.5.** Vendor must provide instructions for use of software to the University End-users of the bikes and software. The instructions should include:

**4.2.2.3.5.1.** Instructions for operating and managing the system.

**4.2.2.3.5.2.** Instructions for end-users to register and utilize the bikes.

**4.2.2.3.5.3.** Instructions for reserving, checking out, and checking in bicycles.

**4.2.2.3.5.4.** Maintenance protocol for bicycles, associated technology, and any kiosks or hubs.

**4.2.2.3.5.5.** Timeline for replacement of bikes, kiosks or hubs, or any other aspect of the program that will need to be replaced.

**4.2.2.3.6.** Software must have ability to track Maintenance of each bike. Maintenance tracking must include:

# **REQUEST FOR PROPOSAL**

## **Marshall University MU24BIKE**

- 4.2.2.3.6.1. Maintenance history.
- 4.2.2.3.6.2. Alerts when Routine Maintenance is required.
- 4.2.2.3.6.3. Ability for bike users to report an issue via their online account or mobile application.

4.2.2.3.7. Software must be able to provide data analysis and reports with the following requirements:

- 4.2.2.3.7.1. Scheduled reports that run automatically based on a set-schedule.
- 4.2.2.3.7.2. Reports on demand.
- 4.2.2.3.7.3. Financial Reporting, including but not limited to revenue reports.
- 4.2.2.3.7.4. Bike Utilization.
- 4.2.2.3.7.5. Bike Locations.
- 4.2.2.3.7.6. Maintenance Reports.
- 4.2.2.3.7.7. Ability to customize reports based on MU needs.

4.2.2.3.8. Vendor must be able to limit the use of bikes to people with an active Marshall University identification number. Single sign-on is required. Preferred authentication methods are SAML or WS-Fed through the university's Azure Active Directory. Other authentication methods will be considered and should be clearly defined in the proposal.

4.2.2.3.9. Vendor must include a detailed description of the proposed infrastructure and technology in their Technical Proposal.

### **4.2.2.4. Service and Program Requirements**

- 4.2.2.4.1. Vendor must assist with implementation, maintenance, operation, and marketing of the ride-share program.
- 4.2.2.4.2. System and Program will be owned and operated by the Vendor.
- 4.2.2.4.3. Vendor must provide customer service for users of the system and bike riders.
- 4.2.2.4.4. Vendor is responsible for rebalancing bicycles. Vendors must provide a schedule of rebalancing that details how often each bike needs to be rebalanced and ensures adequate distribution throughout the system to ensure bikes are available for use at each hub or kiosk.
- 4.2.2.4.5. Vendor must provide services to ensure that bicycles are accessible and safe for use in the winter. Contract must provide a plan for

# REQUEST FOR PROPOSAL

## Marshall University MU24BIKE

operations in the event of a weather-related emergency that prioritizes the safety of users.

**4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.3.1. Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1.** Vendor must have experience in providing a rideshare bike program for other Universities or Higher Education Agencies.

**4.3.1.2.** Vendor must have at least 10 years of experience in providing similar systems.

**4.3.1.3.** Vendor must have enough staff to operate and maintain the system.

**4.3.2. Mandatory Qualification/Experience Requirements** – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.3.2.1.** Company Overview: including years of experience, number of systems you currently operate, and experience in operating similar sized rideshare bike systems.

**4.3.2.2.** Description of how Vendor can help Marshall University achieve the goals and objectives listed above.

**4.3.2.3.** Description of how Vendor meets or exceeds the mandatory project requirements listed above. This section should include the overall system plan.

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## Marshall University MU24BIKE

4.3.2.4. Description of how Vendor meets or exceeds the qualifications and experience requirements listed above. This section should include an overview of project team, including resumes or profiles for each member.

4.3.2.5. Overview of safety recommendations, user communication, and other initiatives included as part of the overall system.

4.3.2.6. All warranty information for system, docking stations, and bikes.

4.3.2.7. Project timeline for full program implementation and milestones.

4.3.2.8. Expectations for Marshall University, including a detailed summary of duties and roles required to implement the proposed system.

4.3.2.9. References: Provide three (3) references with comparable bike share systems. An email address should be provided with each reference.

**4.4. Oral Presentations (Department Option):** The Department has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

4.4.1. Presentations should be conducted in person or via Teams.

4.4.2. Overview of system proposal including, but not limited to:

4.4.2.1. Implementation plan, timeline, and milestones,

4.4.2.2. System operation,

4.4.2.3. Demo of system,

4.4.3. Question and answer timeframe.

## SECTION 5: VENDOR PROPOSAL

**5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.



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## Marshall University MU24BIKE

- 5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendors should provide responses in the format listed below:
- 5.3.1. **Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
  - 5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
  - 5.3.3. **Table of Contents:** Clearly identify the material by section and page number.
  - 5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
  - 5.3.5. **Proposal Submission:** All proposals must be submitted to the Office of Purchasing **prior** to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

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## Marshall University MU24BIKE

### SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of (seventy) 70 of the one hundred (100) points. Cost represents thirty (30) of the one hundred (100) total points.

#### Evaluation Point Allocation:

##### Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 20 Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) 25 Points Possible

##### Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) 15 Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) 10 Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

**Total Proposal Score: 100 Points Possible**

- 6.3. Technical Bid Opening:** At the technical bid opening, the Office of Purchasing will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Department evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Department evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Office of Purchasing.
- 6.5. Proposal Disqualification:**

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## Marshall University MU24BIKE

- 6.5.1. **Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of seventy (70) percent (forty-nine (49) points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
- 6.5.2. **Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6. **Cost Bid Opening:** The Office of Purchasing will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Office of Purchasing has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Department evaluation committee for cost evaluation.

The Office of Purchasing reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

- 6.7. **Cost Evaluation:** The Department evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Office of Purchasing.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000  
Proposal 2 Cost is \$1,100,000  
Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$   
Step 2 –  $1 \times 30 = \text{Total Cost Score of 30}$

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## Marshall University MU24BIKE

Proposal 2: Step 1 – \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 – 0.909091 X 30 = Total Cost Score of 27.27273

**6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State Department that may require registration.

Charleston Mobility LLC

\_\_\_\_\_  
(Company)

David Touwsma, Managing Partner



\_\_\_\_\_  
(Representative Name, Title)

(404) 229-9889

\_\_\_\_\_  
(Contact Phone/Fax Number)

6/14/2023

\_\_\_\_\_  
(Date)


# **REQUEST FOR PROPOSAL**

Marshall University MU24BIKE

## **Attachment A: Cost Sheet**

This proposal is submitted for use in connection with and in response to the Following RFP: MU24BIKE.

David Touwsma - Managing Partner



NAME AND TITLE

SIGNATURE

Charleston Mobility LLC

6/14/2023

NAME OF COMPANY

DATE OF SUBMISSION

EXHIBIT B--Cost Analysis

Costs to Public Agencies

COST ITEM	UNIT / MONTHLY COST (\$)	UNITS / MONTHS	TOTAL COST (\$)
<b>A. System Development, Marketing, Outreach, and Launch</b>			
A.1 Organizational Development	\$ 4,000	One-Time fee	\$ 4,000
A.2 Finalize Station Areas/Hubs/Station Locations and Bicycle parking	\$ 2,000	One-Time fee	\$ 2,000
A.3. System Launch	\$ 7,500	One-Time fee	\$ 7,500
<b>Subtotal:</b>			\$ 13,500
<b>B. Procurement, Installation</b>			
A.6. System Installation	\$ 5,000	\$ 1	\$ 5,000
B.1. Bike Procurement	\$ 133,500	One-Time fee	\$ 133,500
B.1.iii Additional Equipment, i.e., charging, kiosks, signage	\$ 23,000	One-Time fee	\$ 23,000
<b>Subtotal:</b>			\$ 161,500
<b>C. System Operations and Maintenance</b>			
Monthly operations and maintenance	\$ 4,200	12.00	\$ 50,400
Rebalancing	\$ 2,500	12.00	\$ 30,000
<b>Subtotal:</b>			\$ 80,400
<b>Total Costs:</b>			\$ 255,400

Fee Structure for End-Users: This section will not be included in the cost analysis and is only for reference

COST ITEM	UNIT / MONTHLY COST (\$)	UNITS / MONTHS	TOTAL COST (\$)
Cost per hour, if applicable	1 hour free/day then \$0.20/minute		Variable
Subscription Cost, if applicable	0	0	\$ -
Late Fees, if applicable	0	0	\$ -
Other Fees, Parking out of Hub	10		Variable
Other Fees, Out of Service Area	50		Variable
<b>Total Costs:</b>			\$ -

## Sales Agreement

This Sales Agreement (this “**Agreement**”), dated as of 8/25/2023 (the “**Effective Date**”), is entered into between **Charleston Mobility LLC**, a Delaware limited liability company (“**Seller**”), and **Marshall University** (“**Buyer**”, and together with Seller, the “**Parties**”, and each, a “**Party**”).

**WHEREAS**, Seller is in the business of selling and providing for rental electric scooters; and

**WHEREAS**, Buyer is in the business of providing shared mobility solutions;

**WHEREAS**, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain electric scooters, as more fully described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Core+ 4.0 Ebikes. Seller shall sell to Buyer and Buyer shall purchase from Seller those Ebikes more particularly described on Exhibit A hereto (the “**Core+ 4.0 Ebikes**”) in the quantities and at the Unit Prices (as defined in Section 7) and for the Aggregate Purchase Price (as set forth on Exhibit A) and upon the terms and conditions set forth in this Agreement.

2. Delivery.

(a) The Core+ 4.0 Ebikes will be available following the schedule in Exhibit A. Seller shall not be liable for any delays, loss or damage in transit, all of which shall be the responsibility of and at the expense of the Buyer.

3. Non-Delivery. The quantity of any installment of Core+ 4.0 Ebikes as recorded by Seller on delivery is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive contemporaneous evidence proving the contrary.

4. [Not Used].

5. Title and Risk of Loss. Title and risk of loss of the Core+ 4.0 Ebikes passes to Buyer upon the Effective Date at the Shipping Point, subject to Seller’s retained purchase money lien in the amount of the Aggregate Purchase Price. As collateral security for Buyer’s payment of the Aggregate Purchase Price of the Core+ 4.0 Ebikes, Buyer hereby grants to Seller a purchase money lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Core+ 4.0 Ebikes, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code, and in the event Buyer fails to timely pay any installment of the Aggregate Purchase Price to Buyer, Buyer expressly authorizes Seller to take any action or pursue any remedy afforded a secured creditor under the Uniform Commercial Code, or pursue any other remedy available to Seller at law or in equity.

6. Inspection and Rejection of Nonconforming Core+ 4.0 Ebikes.

(a) Buyer shall inspect the Core+ 4.0 Ebikes to its satisfaction within five (5) business days of each Delivery

Date (the "**Inspection Opportunity Period**"). Buyer will be deemed to have accepted the Core+ 4.0 Ebikes unless it notifies Seller in writing of any Nonconforming Core+ 4.0 Ebikes within five (5) business days following the end of the Inspection Opportunity Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Core+ 4.0 Ebikes**" means only the following: the product made available for pick-up is different than that identified in this Agreement.

(b) If Buyer timely notifies Seller of any Nonconforming Core+ 4.0 Ebikes, Seller shall, credit or refund the Price for such Nonconforming Core+ 4.0 Ebikes and collect them or Seller has the option to collect and replace the Nonconforming Core+ 4.0 Ebikes.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's sole and exclusive remedies for the delivery of Nonconforming Core+ 4.0 Ebikes. Except as provided under Section 6(b), all Sales of Core+ 4.0 Ebikes to Buyer are made on an irrevocable basis and Buyer has no right to return Core+ 4.0 Ebikes purchased under this Agreement to Seller.

7. Price. Buyer shall purchase the Core+ 4.0 Ebikes from Seller at the price[s] per unit (the "**Unit Price[s]**") set forth in Exhibit A. All Unit Prices are inclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. Payment Terms. Buyer shall pay the Aggregate Purchase Price to Seller in installments that follow the delivery schedule in Appendix A. There will be a 60% deposit of the Aggregate Purchase Price on 8/25/2023 and the balance of 40% will be due within 5 days of notification of delivery of each tranche of Core+ 4.0 Ebikes. First payment is going to be \$105,000 and subsequent payments, as product are ready, totaling \$70,000 for a total of \$175,000. Buyer shall make all payments hereunder by wire transfer or ACH transfer to Seller or via other immediately available funds, paid in US dollars. Buyer shall pay interest on all late payments at the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

10. Warranties; Disclaimer.

(a) Seller warrants to Buyer that the Core+ 4.0 Ebikes shipped hereunder shall conform in all material respects to the specifications set for in Exhibit A, as then in effect, and to all applicable regulatory requirements.

(b) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(A), IF ANY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE X6 SCOOTERS, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

11. Limitation of Liability.

(a) **EXCEPT AS PROVIDED IN SECTION 13, INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED**



**OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) EXCEPT ANY CLAIMS UNDER SECTION 13, INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE X6 SCOOTERS SOLD HEREUNDER.**

12. Compliance with Law. Buyer is in compliance with and shall comply with all applicable laws, regulations and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

13. Indemnification. Seller shall indemnify, defend and hold harmless Buyer and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of or occurring in connection with the Core+ 4.0 Ebikes from Seller's negligence, willful misconduct or breach of this Agreement.

14. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Notwithstanding the foregoing, those sections of this Agreement referenced or otherwise described in Section 17 shall survive any expiration or termination of this Agreement.

15. Confidential Information. All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section 15. This Section 15 shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; (c) rightfully obtained by the Buyer on a non-confidential basis from a third party, or (d) independently developed by Buyer without reference to Seller's non-public, confidential or proprietary information.

16. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

17. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Section 6(c) and 8 through 31 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 18). Unless otherwise

agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 18.

Notice to Seller:

Charleston Mobility LLC  
433 Bishop Street, Suite B1  
Atlanta, GA 30309

Attention: David Touwsma, Managing Partner

Notice to Buyer:

Marshall University  
One John Marshall Drive  
Huntington, WV 25705

Attention: Michelle Wheller, Director of Purchasing

19. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties by mutual written agreement, or a court of competent jurisdiction, may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Amendments. this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights under Section 3, Section 6 and Section 10 are Buyer's exclusive remedies for the events specified therein.

23. Assignment. Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation or subcontract in violation of this Section 23 shall be null and void. No assignment, transfer, delegation or subcontract shall relieve Buyer of any of its obligations hereunder. Seller may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

24. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

27. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transaction, including contract, equity, tort, fraud and statutory claims in any forum other than Federal District Court for Georgia or, if such court does not have subject matter jurisdiction, the courts of the State of Georgia in Fulton County Georgia, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in Federal District Court for Georgia or, if such court does not have subject matter jurisdiction, the courts of the State of Georgia sitting in Fulton County, Georgia. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

29. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

30. Force Majeure. Any delay or failure of Seller to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

31. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

---

[EXECUTION PAGE FOLLOWS]




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Charleston Mobility LLC

By   
Name: David Touwsma  
Title: Managing Partner

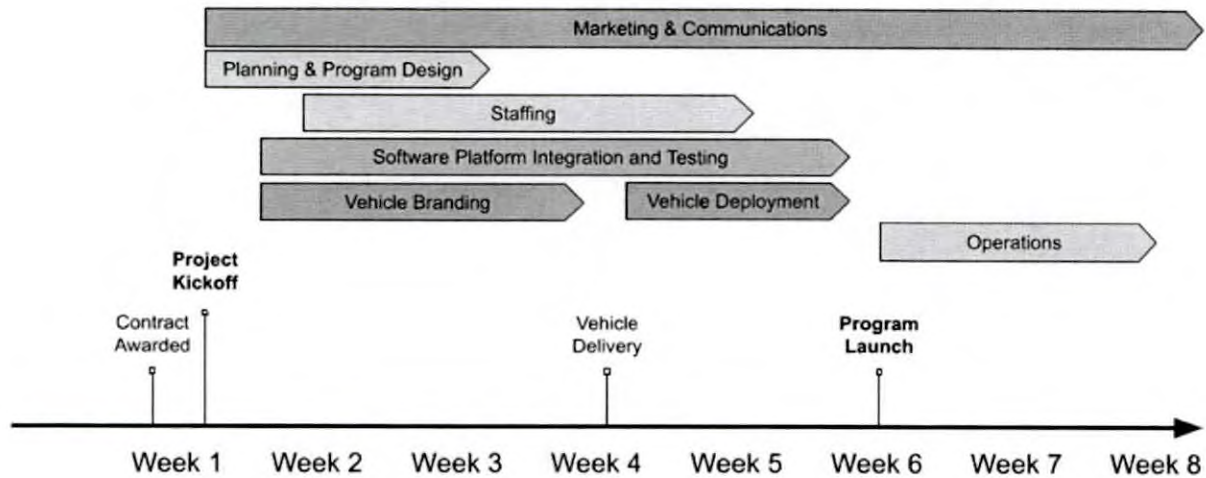
Marshall University

By   
Name: Michelle Wheeler  
Title: Director of Purchasing

## EXHIBIT A

- System Development, Marketing, Outreach, and Launch = \$13,500
- Procurement and installation of 60 Core+ 4.0 Ebikes, spare batteries, spare parts, and additional equipment for installation of 6 docking hubs = \$166,500
- Aggregate Purchase Price = \$175,000
- System Operations and Maintenance (Monthly Fee) = \$6,700
- Core+ 4.0 Ebikes to be either delivered by Seller to Buyer at location to be determined by Buyer (the Delivery Point) and exact cost of transportation will be paid by Buyer, or Buyer can collect FOB Birmingham, AL.
- The timeline below reflects the exact delivery schedule based on an Effective Date of 8/25/2023, and each date will shift based on actual Effective Date.

### LEAP/Marshall University Bike Share Implementation Timeline





# MARSHALL UNIVERSITY

RFP # MU24BIKE Rideshare Bike Program

PROPOSAL BY:

**CHARLESTON MOBILITY LLC**

433 Bishop St NW, Ste B1

Atlanta, GA 30318

(404) 229-9889

[David@ridetoday.io](mailto:David@ridetoday.io)

A handwritten signature in black ink, appearing to read "David Touwsma".

---

David Touwsma  
Managing Partner

6/14/2023

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## EXECUTIVE SUMMARY

We are excited to submit a response to the RFP for Rideshare Bike Program at Marshall University.

Charleston Mobility LLC operates shared e-scooter, e-bike, and e-moped systems, and provides turnkey mobility solutions for universities, municipalities, and private communities in the US under the brand name, LEAP Mobility. Our parent company is a global MobiTech firm, Today whose mission is to foster a sustainable and electric future while ushering in a new era of travel. We achieve this by providing cutting-edge hardware and innovative Mobility as a Service solutions. Our goal is to empower individuals and communities with convenient, sustainable, and efficient micro mobility options, enhancing urban mobility, and shaping the future of transportation.

Our executive team at LEAP Mobility is comprised of true industry veterans with over 17 years of operating experience. Prior to launching LEAP Mobility, we grew GOTCHA Mobility from our single rideshare partnership at FSU to over 50 mobility partners (Universities and Municipalities) across the US. Having built a business prior to and throughout the mobility boom, we have the unique experience, perspective, and battle wounds to build a shared mobility system that will be long lasting and sustainable. We believe this is how to become an instrumental part of the University's fabric.

We believe fundamentally that shared mobility is transportation and like most transportation networks (bus, shuttle, train, etc.), to provide reliable, year-round service not solely tied to ridership volume and/or weather conditions, subsidy is required. You will see in our response that our model varies from other industry providers. There are still providers who view the land grab as "lets win more dots on a map and figure out the economics later." They are continuing to negotiate and accept agreements that they know will fail in the future and not be profitable, causing them to either renegotiate or cancel service all together. LEAP wants to be a long-term mobility partner with Marshall. We want to drive a behavior change with your students, faculty, and staff by providing high quality, reliable shared e-mobility.

As compared to the "we will bring assets for free and hope it works" mobility models, we believe a subsidized system that operates regardless of weather, ridership, or public stock market pressured decisions is the only way to build a system that is reliable.

The enclosed response outlines our vision to design, construct, install, market, operate and maintain an initial system 60 e-bikes with the ability to add additional devices (with University approval) for Marshall's students, faculty, staff, and community.

We are grateful to submit our proposal to provide a turn-key e-mobility solution to the University and aim to create a long-lasting partnership that enhances the future of shared mobility on campus.

Sincerely,



Sean Flood  
Partner



David Touwsma  
Partner

LEAP Mobility Team  
[www.leapmobility.io](http://www.leapmobility.io)

## PROJECT PLAN AND APPROACH – SOLUTION

### OUR SHARED MOBILITY BUSINESS MODEL

We believe fundamentally that shared mobility is transportation, and our bike share approach will meet the objective of providing a viable transportation option for the entire Marshall community, including visitors, faculty, staff, and students. Our subsidized model achieves the goal of providing a system that is no cost or low cost to the Marshall community. We historically charge a monthly base fee to the University that is all inclusive of hardware, software, operations, and insurance. The base fee that we propose covers the true costs of running a successful system. We then focus on driving strong ridership. A local team familiar with campus, and driving adoption through brand ambassadors, promotions, and grass roots marketing is key to driving ridership. Once riders can count on having an option where and when they need it, they will begin to change their habits and cease reliance on their gas-powered single occupancy vehicles in exchange for a shared, light electric vehicle (LEV).

### OPERATIONS MANAGEMENT

LEAP Mobility provides a turn-key service that includes all install, operations, and maintenance of the bikes and any necessary equipment. We will work in coordination with the University to determine appropriate locations (current and expanded) for bike use and operation. We will ensure open and consistent communication and adhere to the expectations for service to operate successfully throughout the University and community.

We will employ a full-time local staff to oversee and manage all our in-market operations. This includes a full-time Operations Manager who will be the main liaison for University partners and key stakeholders. This role includes data reporting, regularly scheduled check-ins and real-time updates on the operations of the system. They will also manage an experienced team of mechanics to rebalance, repair, charge, and safety-check bikes seven days per week.

Marshall’s support team will include:

- Operations Manager
- Fleet and Rebalancing team
- Team of Mobility Ambassadors
- Corporate team members include but are not limited to:
  - Rider Experience Manager
  - Director of Operations
  - Technology support team
  - Site planning team
  - Marketing and PR team



We will ensure the program is properly staffed for optimal performance. As we scale the program based on demand, we will increase the team accordingly. We are committed to building a local team at Marshall that will lend to the ongoing success and management of the system.

## PROJECT PLAN AND APPROACH - PEOPLE

### EXECUTIVE AND OPERATIONS TEAM

Our team has a diverse set of experiences and backgrounds, with a common passion for sustainable transportation, and an overall goal to see shared mobility solutions come to life in universities and cities. Our company headquarters is located in Atlanta, GA with local operations centers in all of our partner locations. Our co-founders have been in the Shared Mobility industry for over 17 years and have tremendous experience launching and operating efficient mobility systems.



**SEAN FLOOD**  
Partner



**DAVID TOUWSMA**  
Partner



**PETE BALLARD**  
Director of  
Operations



**TIFFANY BOWAR**  
Rider Experience  
Manager



**TOMMY ASHBY**  
Director of Products



**TBD**  
Marshall Operations  
Manager

### MARSHALL'S DEDICATED SUPPORT

Our in-market support team will lead the charge to maintain the bike share program. We value a true partnership, and our team will work with the University to determine the best solution for the program and we will hire a local team committed to the system's sustainability.

This team will provide a "boots on the ground" partnership to ensure timely responses and an efficient operation. Our team is dedicated to Marshall and its faculty, staff and students. We provide a team that has experience designing, launching, managing, and operating bike share programs at universities across the United States. We will hire an in-market team that is tied into the fabric of the campus and is committed to learning and collaborating with our team to provide real-time solutions.

We value the economic opportunity that a bike share program brings to Marshall. Students, faculty, staff and residents will have the opportunity for internships/jobs as fleet team members and mobility ambassadors. Fleet team members will swap/recharge batteries, rebalance hubs and in some cases perform routine maintenance. Mobility ambassadors will promote and market the system while educating their classmates, teachers and community members on how to use the program safely and correctly.

## **PROJECT PLAN AND APPROACH - OPERATIONS**

### **REBALANCING & MAINTENANCE**

LEAP Mobility's bikes typically operate on a 24/7 basis, with battery swaps for e-bikes and routine maintenance being performed in the field. We will work with Marshall to establish the appropriate hours of operation and availability. The primary hours of ridership for bikes will shift based on utilization and demand. Additionally, we will recommend any changes to the hours of operation based on seasonality, time of sunrise/sunset, or other factors.

We pride ourselves on providing a top-tier rider experience and strive to address community concerns in a timely manner to achieve maximum fleet availability. Our in-house fleet team will utilize vehicles to rebalance the system, recharge batteries, perform hub maintenance and repair devices.

Existing and new hub locations will be determined through discussions with the group, taking into consideration available sidewalk space, foot traffic, and previous usage patterns. We will build a significant amount of data over time that we will use to consult the University in the modification of hub locations.

We will ensure that all devices are in good working order, clean, and safe to operate. Our software allows system administrators to set inspection alerts based on timeframe or number of miles ridden. This ensures that vehicles are constantly undergoing safety checks even if rider-reported issues are not received. Certain repairs and minor adjustments can take place in the field, while others require the bike to be temporarily removed from the field. Typically, field repairs include adjustments that take five minutes. Devices that need to be removed from the field will involve a replacement or major adjustment. Daily operations and maintenance will typically include:

- We will handle rider issues and maintenance issues efficiently through dedicated local team and mobility ambassadors.
- Rebalancing and redistribution issues will be addressed in real-time.
- Bike batteries will be swapped in the field and routine maintenance will be performed.
- Any devices that need further inspection/maintenance above primary maintenance in the field will be collected and brought to our facility.
- Anything that is collected at night for further inspection will be redistributed in a timely manner.

We keep a record of all maintenance performed for each device, making it available upon request. Devices that are not operable will be removed from the system promptly, including low battery power, communications failure, or other systems and software failures. Regardless of its maintenance status, devices are inspected as the team members rebalance and recharge.

## PROJECT PLAN AND APPROACH – ENGAGEMENT

### MARKETING PROGRAM FOR MARSHALL

Our marketing plan for Marshall will start by targeting new students through orientation and returning students through on-campus events, engagement with campus organizations, and media communication. We will work with Marshall's Marketing and Communications staff to approve all promotional materials, and we will work with the team to identify the best ways to engage incoming and current students and their parents with information about our services to reduce the number of students that bring their bikes and/or cars to campus.

Marketing tactics may include:

- Email and direct mail marketing to parents and students
- Tabling events during new student orientation and other student activities fairs
- On campus advertising (posters, banners, signage, etc.)
- Information for email blasts, flyers, packets/folders, etc.
- Creation of flyers, brochures, campuses/area maps, etc. for distribution to students if available.

Our marketing efforts will also include a press release/media outreach announcing our partnership with the University. We will lead all media outreach efforts and draft a press release, with input and approval from the University.

Marketing efforts that we can include based on times of year/events:

- A back to school kickoff event
- Meetings with student organizations like Student Government, Greek organizations, resident advisors, sports clubs and academic or honors clubs
- Paid and organic social media
- Paid digital media targeting students, staff/faculty, parents of students
- Distribution of branded promotional items, helmets and collateral (focused on rider education, safety, etc.)
- On campus print and campus digital advertising opportunities
- Push messages to riders to encourage usage

On-the-ground marketing initiatives will be spearheaded by our team, as well as trained mobility ambassadors. Ambassadors are tasked with providing prospective riders with information on how to use the service, hub locations, free helmets, and even test rides on demo bikes.

Where available, our marketing team can provide content to use in Marshall's internal communication channels (e.g. social networks, email listservs, website, faculty communication, etc.). This, partnered with our strategic marketing and communications plan, will ensure adoption rate is maximized at the onset of the program.



## PROJECT PLAN AND APPROACH - RIDERS

### USER EDUCATION & MESSAGING

User education is key to the sustainability of the program and begins before the first ride to ensure safe and positive riding behavior. While creating an account each rider must agree to the parking and safety rules before using a device. A brief parking tutorial will be offered at the start of each rental. The tutorial will remain available on the app for riders to reference at any time. Push notifications will also be sent to members reminding them of helmet use, proper riding and parking, and no park zones. We will use a variety of tools and communications channels to educate riders about riding rules, helmet use, and appropriate parking.



Users will be reminded of traffic laws and associated penalties through in-app messaging and our custom landing page for the bike share program on our website. In addition, each device will have a decal that reiterates the key safety rules and tips. At community engagement events, we will offer giveaways, safety demonstrations, parking details, and devices for the campus community to test ride. These events will serve as an instructional way for LEAP Mobility to hear from Marshall's students, faculty and staff about their specific concerns, questions, and suggestions. We can also provide an incentive to participate in safety events and seminars by providing credits for free rides or promotional items to riders who attend.

### SAFETY EDUCATION & PROGRAMMING

We are committed to incorporating features into the system functionality in-app, on devices and online to address safety. We will utilize in-app messaging, device functionality, physical signage and media to communicate safety compliance. This could include LEAP Mobility:

- Offering safety tutorials, including rules of the road, in-app upon sign up and available for viewing at any time.
- Promoting helmet usage in-app, on our website, through our helmet distribution strategy, and the safety decals on bikes.
- Including messaging on bikes prohibiting riding while under the influence of alcohol or drugs
- Creating geofenced, GPS-detected mobility hubs throughout campus and the greater service area where devices should be returned, and "no park/ride zones" where they cannot be ridden/returned.

We will utilize safe practices we have developed and modified in other markets to ensure the program's right-of-way safety compliance plan addresses any issues before they occur. As micro-mobility regulations develop in the State of West Virginia and across the U.S., we will comply with any new safety compliance that must be communicated and achieved for the program.

## PROJECT PLAN AND APPROACH - RIDER BEHAVIOR

### PARKING TECHNOLOGY

We utilize our state-of-the-art GPS technology and geofencing capabilities to manage required parking. We communicate with riders in real-time on appropriate parking and hub locations. We will provide incentives for riders who park in designated hub locations, and positive education and penalties for riders who park improperly and/or outside of a hub location.

Our parking management technology in-app is designed for the consumer/audience, easy to understand and intuitive. Below are a few examples of in-app communication efforts to influence parking behavior.



#### HUB OPTIONS

The closest hubs will be indicated on the map for riders to promote proper parking in designated locations.



#### OUT OF SERVICE AREA

Users will be notified if they have left the designated service area and will be prohibited from ending their ride in that location.



#### OUT OF HUB

Users will be notified if they have parked out of hub and will be directed to the closest hub location.



#### NO PARK ZONE

Users will be notified if they are near a no park zone to ensure they are staying within approved areas.

### REINFORCING RIDER BEHAVIOR

We aim to reinforce positive riding behavior to ensure loss prevention, reduce clutter, and make sure devices are available as demand increases. We will utilize in-app notifications to promote local traffic laws, proper parking, and proper device and helmet use. We warn riders if they are about to park out of hub or leave the system boundary and allow them the opportunity to correct their riding behavior. We are also willing to push notify members and provide occasional messages from Transportation Services.

In order to ensure loss prevention and ensure a sufficient number of devices are available as demand increases, we will utilize rider incentives and disincentives. If a device is parked improperly and another rider returns the device to a hub, the rider may receive a positive reward such as free ride time or discounts. Disincentives can include fees for riders who park improperly or out of the system area repeatedly and riders who damage devices. Riders who park improperly will be contacted by our Rider Experience team to provide parking education and will be refunded for their first "offense." This will ensure riders understand how to treat the system as demand increases while being cognizant of the natural learning curve with any new program.



## **PROJECT PLAN AND APPROACH - SUPPORT**

### **RIDER EXPERIENCE**

LEAP Mobility's success has been built on providing accessible, responsive, friendly, and efficient rider service and support. Riders will have a variety of channels through which to communicate any concerns, issues, or damage. Our rider support phone number is 770-888-5423. This will be posted on all devices in a legible and accessible location on a durable, weather-resistant label for riders. We also have a chat feature that will be deployed in our app so our team members will provide rider support during operating hours with a guaranteed response time.

We believe that the rider is not just another consumer of our product but a friend of our brand. We want to make the rider feel as comfortable as possible with our service. We provide rider feedback options via phone, in-app messaging, web support and email to ensure maximum efficiency. Our Rider Experience Coordinators will be ready to listen to any concerns and understand the best next step. Our Rider Experience is all about reliability and trust – we're a friend that listens to riders' concerns and provides solutions. All rider feedback will be collected and analyzed for future system improvements and will be included in all daily reports.

Damaged devices will be made unavailable for use and hidden from the rider map. All rider communications will be tracked and analyzed to determine opportunities to improve the rider experience. Our mobility ambassadors' function as interactive resources for rider concerns and inquiries. They will gather real-time feedback and information from riders.



## EQUIPMENT - VEHICLES

### NEXT GENERATION ELECTRIC BICYCLE

Below is an illustration of our proprietary e-bike that we designed and have manufactured for the last 5 years. We believe that these products are supporting the future of shared mobility use, with features based on feedback from our partners and riders. Our bicycle includes a retractable “lock to” cable, allowing for flexibility to tether to a fixed object while remaining in safe and predictable locations. We are confident that these bicycles meet or exceed the requirements in the RFP and will provide the strong foundation for the Marshall shared mobility system. Additionally, we can provide ADA compliant equipment for shared mobility riders, and we will work with the University to provide this resource if needed. We are confident we can meet the goals of the program to provide access to all.



### UNIVERSITY BRANDED VEHICLES

Here is an example of the bikes that we branded for the system at UNC Charlotte. There are several options that we would partner with the University to develop a strategy to achieve the best solution and branding on the devices while managing the tight deadline of deployment for the Fall 2023 Semester.



### DOCKING STATIONS

Our proprietary docking racks are made of high-grade steel and have a minimal footprint, so they can be configured in many orientations based on the space constraints. We will provide six docking stations capable of accommodating ten bikes per station. They are not permanent and can be reconfigured as needed.



## EQUIPMENT - TECHNOLOGY

### TECHNOLOGY AND SOFTWARE

As a mobility-as-a-service platform, LEAP Mobility focuses on designing a system that is a positive experience and rider-friendly for all riders. Our app allows for use of multiple mobility services in market, promoting the use of potential future shared mobility services.

Our system is equipped with the latest in enhanced navigation technology and provides the ability for Marshall and LEAP Mobility to make data-driven decisions. Our software development team is continually improving our technology platform to exceed the most updated and current standards for shared mobility devices. Below is our simple sign-up process.



#### ACCOUNT

Create your account and your profile.  
(FIRST TIME USER)



#### FIND

Find a device and check availability on the real-time network map.



#### RENT

Scan the QR code on the device you'd like to rent.



#### RIDE

View your ride and current stats.



#### END

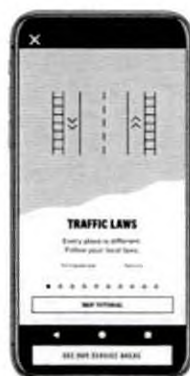
When you're finished, park the device at a hub and end via the app.

### USER & SAFETY AGREEMENT

Upon sign up, each rider must agree to a rider agreement and view a parking and safety tutorial before using any device. Any rider and safety agreements will be specific to local and state laws and University policies. The agreements will remain available on the app for riders to reference at any time.



#### USER AGREEMENT



#### PARKING AND SAFETY TUTORIAL

## PROJECT PLAN AND APPROACH – DATA ANALYSIS

### DATA COLLECTION AND UTILIZATION

Data collection and analysis from our riders and our fleet are key components in our operational success. It gives us a comprehensive view of operations and helps continually improve the shared mobility experience. Due to evolving technology integrated into the devices and the application, we can collect many pieces of data to consistently monitor and improve our operation on campus and within the community. We will have access to anonymized rider data that we will share with Marshall's key stakeholders to help optimize the program, predict trends and influence transportation planning.

LEAP Mobility will monitor usage data via our propriety technology in real-time to confirm the system is being utilized. The deployment and movement of devices from any one location to another will be based on several data points collected through our technology including, but not limited to, number of rides per device, ride duration, geo location, ride mileage, maintenance activities, accidents/collisions, and rider feedback and messaging.

We will collect some pieces of rider data to provide a better service and rider experience as well as to adhere to any local, state, or federal laws governing the use of our services. We intend to collect all data necessary to effectively report the requirements of the University and create the most efficient system. Data will include anonymized location data of riders to provide better metrics for reporting and a more flexible service offering via reallocation of resources to support high bandwidth areas.

In summary, we can provide origin, destination and route information for use by Marshall for transportation planning. Please see the heat map below for an example of a report we can provide on popular trip routes and hubs.

### HEAT MAP



# PROJECT PLAN AND APPROACH - REPORTING

## DATA REPORTING/DASHBOARD

We will provide a dashboard that is available for Marshall with real-time data. We will safeguard the dashboard through secure logins that require specific identification and authentication keys. Our team will also generate and share detailed reports with University staff members upon request.

We plan to monitor usage data via our propriety technology in real-time to track system utilization and patterns. We will base the movement of bikes from any one location to another based on several data points collected through our technology including, but not limited to, number of rides per device, ride duration, geo location, ride mileage and rider feedback and messaging. We will provide aggregate demographic data, anonymized trip data, and real time location in the appropriate format.

The University will receive reports with, but not limited to, the following information:

- # of new program memberships
- # of cancelled program memberships
- # of active members
- # of all-time members
- Shared mobility device availability range (highest and lowest)
- Rack / hub stats (# of rentals out & rentals in per location)
- Total revenue for period
- # of shared mobility devices out-of-service
- Avg trip duration
- # of unique trips
- Total miles
- Carbon reduction (lbs)
- # of maintenance repairs reported
- # of maintenance issues reported by rider
- # of repairs resolved
- # of riders with at least (1) rental
- # of out-of-hub violations
- # of out-of-system violations
- Heat map showing route begin & end points
- Feedback received by riders
- Subject and frequency of Rider Support Tickets

## DASHBOARD DATA & ANALYTICS





## EXPERIENCE, CASE STUDY AND REFERENCES

### QUALIFICATIONS AND EXPERIENCE

As stated on page 5, the LEAP Mobility team has been designing, constructing, installing, marketing, operating and maintaining shared mobility systems for universities, municipalities, and private programs for over 17 years. We have experience operating several different electric device modalities including kick scooters, sit down scooters, bicycles, mopeds and multi-passenger LEVs. Currently, LEAP Mobility operates systems at UNC Charlotte and Oklahoma Christian University, as well as, in Richmond, CA, Mobile, AL, Burlington, VT, and Hoboken, NJ.

### CASE STUDY – UNC CHARLOTTE

In July 2022, the company who operated the shared mobility system at UNC Charlotte abruptly closed, leaving the University with 125 e-scooters and 98 e-bikes on campus. The devices had not been properly maintained and many of them were inoperable or needing repair. The devices were manufactured by a subsidiary of Today, and our executive team had a previous relationship with the University, so they contacted us to explore the possibility of repairing the devices and re-launching their program. We signed the contract at the beginning of August, and immediately began the necessary work to meet their stated goal of having the system up and running by the first day of classes which was August 22, 2022.

In those three weeks we physically evaluated, branded, and integrated all the devices onto our software platform. We were able to repair many of the devices and ultimately launched 115 e-scooters and 48 e-bikes. We onboarded the University policies and systems into our software platform including geofencing service areas, parking hubs, and restricted areas, as well as establishing pricing plans, and rider support protocols. We also hired a staff that included an operations manager, mechanic, and rebalancing associate who partnered with the LEAP corporate team to successfully execute our plan. The University was delighted on the first day of classes when their shared mobility system was successfully up and running.

### REFERENCES

Below are three references who can attest that we have the prior experience and capability in implementing similar systems to this RFP.

Name of Customer Organization: Richmond, CA  
Customer Reference Name: Denee Evans  
Customer Reference Email: denee.evans@ci.richmond.ca.us  
Summary: Leap Mobility partnered with the City of Richmond to relaunch their e-bike share system. The system will expand from 100 to 200 bikes over the next 12 months.

Name of Customer Organization: UNC Charlotte  
Customer Reference Name: Michael Christenbery  
Customer Reference Email: mchristenbury@charlotte.edu  
Summary: Leap Mobility partnered with UNC Charlotte to relaunch their e-bike/e-scooter share system. The system includes 48 e-bikes and 115 e-scooters with over 20 parking hubs across the campus.

Name of Customer Organization: Baton Rouge, LA  
Customer Reference Name: Rawdy Gaudet  
Customer Reference Email: rgaudet@brla.gov  
Summary: Prior to launching LEAP, the executive team planned, launched and operated the 500+ bike share system in Baton Rouge, LA.

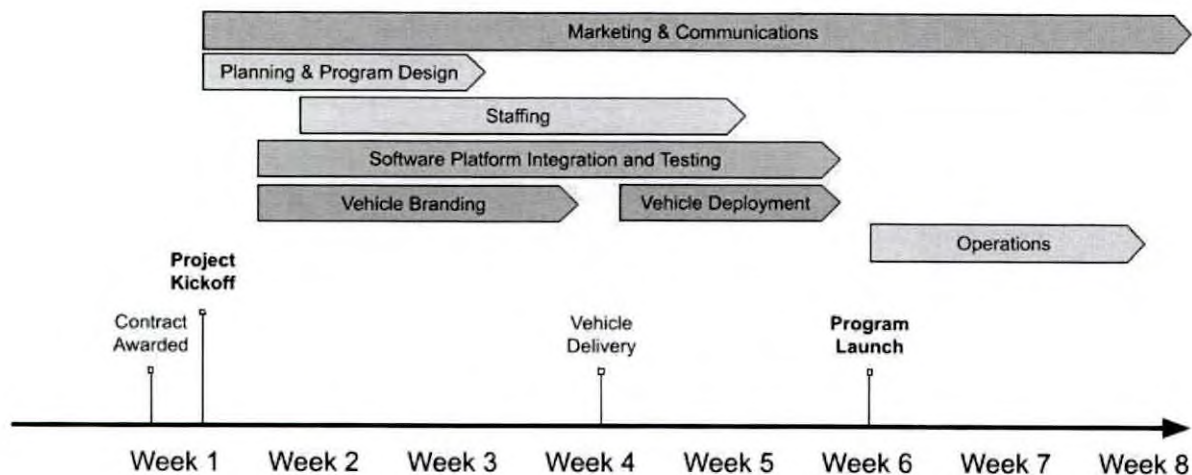
## PROJECT TIMELINE AND UNIVERSITY ENGAGEMENT

### PROJECT PLAN AND TIMELINE

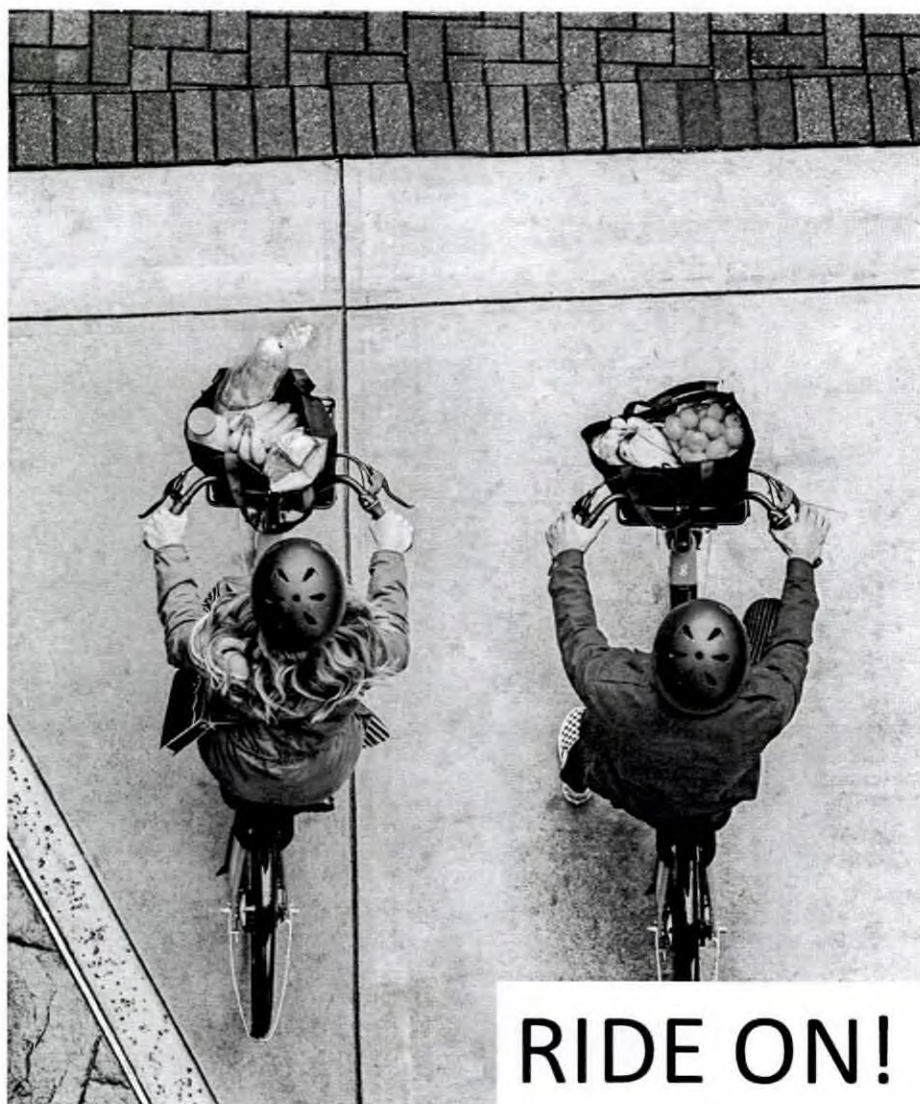
Upon award, our team will immediately begin working with the various stakeholders at the University including Transportation, Sustainability, Facilities, and Marketing to design the program, build a marketing strategy, decide branding for the devices, and begin the local staffing search. These are the critical paths for meeting the University's objective for launching the system by the first day of classes in the Fall semester.

The implementation will take place over the 5-6 weeks leading up to the launch. LEAP will work hand in hand with the University to successfully meet the RFP objectives. Below is a project timeline describing at a high level the activities that will take place during implementation.

### LEAP/Marshall University Bike Share Implementation Timeline



Meeting the objectives of the RFP will require timely information and decision making from the University. We will rely on key stakeholders to help us navigate the nuances of Marshall policies, departments, stakeholders, and community as we become part of the fabric of campus. One key interim milestone would be to integrate the bike share program information into the new student orientation programs this summer. We are well versed in these implementations, and operating bike share systems at universities. We very much look forward to partnering with Marshall to offer this valuable transportation service to your campus community.



**RIDE ON!**

1 of 1 | [View All](#) Some of the values entered as Search Criteria for UI secured field ...

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000132958	CHARLESTON MOBILITY LLC		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)

**▼ General Info**

Vendor/Customer : VC0000132958	Restrict Use by Department : <input type="checkbox"/>
Legal Name : CHARLESTON MOBILITY LL	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA :	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name :	Healthcare Provider : <input type="checkbox"/>
First Name :	Never Archive : <input type="checkbox"/>
Middle Name :	Restrict VSS Access : No
Last Name :	Discontinue - No New Business : <input type="checkbox"/>
Company Name : CHARLESTON MOBILITY LL	Prevent MA Reference : <input type="checkbox"/>
Previous Name :	PunchOut Enabled : <input type="checkbox"/>
Previous Street :	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City :	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province :	W-9 Received : <input checked="" type="checkbox"/>
Previous Country :	W-9 Received Date : 08/30/2023
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date :
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 08/31/2023
	Active To :
	Last Usage Date : 09/11/2023
	Department :
	Unit :

- ▶ Headquarters
- ▶ Organization
- ▶ Disbursement Options
- ▶ Prenote/EFT
- ▶ Remittance Advice
- ▶ Vendor Terms
- ▶ Accounts Receivable
- ▶ eMALL
- ▶ Location Information
- ▶ Fee and Vendor Compliance Holds
 

Fee Exempt : <input type="checkbox"/>	Tax Clearance : <input type="checkbox"/>
Registration Application Date : <input type="text"/>	Unemployment Insurance : <input type="checkbox"/>
Registration Effective Date : <input type="text"/>	Worker's Compensation : <input type="checkbox"/>
Registration Expiration Date : <input type="text"/>	Secretary of State Registration : <input type="checkbox"/>
Pre-Registration Code : <input type="text"/>	Federal Debarred : <input type="checkbox"/>
- ▶ Executive Compensation
- ▶ Additional Information
- ▶ Travel
- ▶ Change Management

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UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#)  
[Historical Vendor Information](#) [Vendor Notes](#)  
[Vendor Transaction History](#)



## DiSilvio, Misty

---

**From:** David Touwsma <david@ridetoday.io>  
**Sent:** Monday, September 18, 2023 10:14 AM  
**To:** DiSilvio, Misty  
**Cc:** Sean Flood; Pete Ballard; Wheeler, Michelle  
**Subject:** Re: Bikeshare RFP Follow up

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

I misunderstood. I have previously reviewed and we are fine with heated terms. Our agreement was a sample but we didn't have issue with anything. So:

We agree that the Marshall Terms and Conditions included in the bid are the controlling document for terms that conflict with our agreement.

Thank you

David Touwsma  
Co-Founder

404-229-9889  
www.ridetoday.io



On Sep 18, 2023, at 9:55 AM, DiSilvio, Misty <delong16@marshall.edu> wrote:

Hi David,

The AG is looking for agreement that the terms and conditions in the bid are the controlling document in any terms that conflict. The choice of law is an example, but there are other areas that there are conflicting terms.

Thank you!

**Misty DiSilvio (she/her)**  
Assistant Director  
Office of Purchasing

304-696-2918  
[www.marshall.edu](http://www.marshall.edu)  
<image001.png>

[Book a meeting with me](#)

To show respect for your time, please know I don't expect you to respond or take action outside of your working hours. Please respond at a time that suits your schedule.

---

**From:** David Touwsma <david@ridetoday.io>

**Sent:** Monday, September 18, 2023 9:22 AM

**To:** DiSilvio, Misty <delong16@marshall.edu>; Sean Flood <sean@ridetoday.io>; Pete Ballard <pete@ridetoday.io>

**Cc:** Wheeler, Michelle <michelle.wheeler@marshall.edu>

**Subject:** Re: Bikeshare RFP Follow up

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Thank you Misty.

We agree that the Marshall Terms and Conditions included in the bid are the controlling document for terms in items 26 - Choice of Law.

Thank you,

David

David Touwsma  
Co-Founder

404-229-9889  
[www.ridetoday.io](http://www.ridetoday.io)

<image002.png>

---

**From:** DiSilvio, Misty <[delong16@marshall.edu](mailto:delong16@marshall.edu)>

**Date:** Monday, September 18, 2023 at 7:46 AM

**To:** Sean Flood <[sean@ridetoday.io](mailto:sean@ridetoday.io)>, David Touwsma <[david@ridetoday.io](mailto:david@ridetoday.io)>, Pete Ballard <[pete@ridetoday.io](mailto:pete@ridetoday.io)>

**Cc:** Wheeler, Michelle <[michelle.wheeler@marshall.edu](mailto:michelle.wheeler@marshall.edu)>

**Subject:** RE: Bikeshare RFP Follow up

Hi all,

I'm very sorry to be reaching out with another request this morning. The Legal Counsel we usually use has been on vacation and I misunderstood the request from the person filling in while she is out.

The "choice of law" language was an example of conflict in our terms, not the only term they needed confirmation on.

Could you confirm either in writing or email that you agree that the Marshall Terms and Conditions included in the bid are the controlling document for terms that conflict?

I've attached a copy of the contract packet for review. If you have any questions, I'd be happy to talk through any of them today.

Thank you!

**Misty DiSilvio (she/her)**  
Assistant Director  
Office of Purchasing

304-696-2918  
[www.marshall.edu](http://www.marshall.edu)  
<image001.png>

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---

**From:** Sean Flood <[sean@ridetoday.io](mailto:sean@ridetoday.io)>  
**Sent:** Friday, September 15, 2023 9:46 AM  
**To:** DiSilvio, Misty <[delong16@marshall.edu](mailto:delong16@marshall.edu)>; David Touwsma <[david@ridetoday.io](mailto:david@ridetoday.io)>; Pete Ballard <[pete@ridetoday.io](mailto:pete@ridetoday.io)>  
**Cc:** Wheeler, Michelle <[michelle.wheeler@marshall.edu](mailto:michelle.wheeler@marshall.edu)>  
**Subject:** Re: Bikeshare RFP Follow up

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Hi Misty,

Thank you for sharing. We are ok striking through that on the agreement. Do you need us to amend, or are you ok just striking through?

Thanks

Sean

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---

**From:** DiSilvio, Misty <[delong16@marshall.edu](mailto:delong16@marshall.edu)>  
**Sent:** Friday, September 15, 2023 9:24:34 AM  
**To:** Sean Flood <[sean@ridetoday.io](mailto:sean@ridetoday.io)>; David Touwsma <[david@ridetoday.io](mailto:david@ridetoday.io)>; Pete Ballard <[pete@ridetoday.io](mailto:pete@ridetoday.io)>

**Cc:** Wheeler, Michelle <[michelle.wheeler@marshall.edu](mailto:michelle.wheeler@marshall.edu)>

**Subject:** RE: Bikeshare RFP Follow up

Hi all,

The attached contract was sent back from the WV Attorney General with a change request.

Term 26. "Choice of Law" conflicts with our terms and conditions. They have asked for one of the following from you:

1. An email or letter confirming you understand that the Marshall Terms and Conditions included in the bid are the controlling document, or
2. A strike-through of this term in your sales agreement.

Please let me know if you would like to discuss further or if you have any questions.

Thank you!

**Misty DiSilvio (she/her)**

Assistant Director  
Office of Purchasing

304-696-2918

[www.marshall.edu](http://www.marshall.edu)

<image001.png>

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To show respect for your time, please know I don't expect you to respond or take action outside of your working hours. Please respond at a time that suits your schedule.

---

**From:** Sean Flood <[sean@ridetoday.io](mailto:sean@ridetoday.io)>

**Sent:** Wednesday, September 13, 2023 10:57 AM

**To:** DiSilvio, Misty <[delong16@marshall.edu](mailto:delong16@marshall.edu)>; David Touwsma <[david@ridetoday.io](mailto:david@ridetoday.io)>; Pete Ballard <[pete@ridetoday.io](mailto:pete@ridetoday.io)>

**Subject:** Re: Bikeshare RFP Follow up

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Hi Misty,

Hope your week is going great. Just touching base to see how things are progressing internally and if there's anything we can assist with.

Thank you

Sean

## DiSilvio, Misty

---

**From:** DiSilvio, Misty  
**Sent:** Friday, September 15, 2023 9:56 AM  
**To:** Sean Flood; David Touwsma; Pete Ballard  
**Cc:** Wheeler, Michelle  
**Subject:** RE: Bikeshare RFP Follow up

I can strike it based on your email below and send back to the AG now.

Thank you so much!

**Misty DiSilvio (she/her)**  
Assistant Director  
Office of Purchasing

304-696-2918  
[www.marshall.edu](http://www.marshall.edu)



[Book a meeting with me](#)

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**Sent:** Friday, September 15, 2023 9:24:34 AM  
**To:** Sean Flood <[sean@ridetoday.io](mailto:sean@ridetoday.io)>; David Touwsma <[david@ridetoday.io](mailto:david@ridetoday.io)>; Pete Ballard <[pete@ridetoday.io](mailto:pete@ridetoday.io)>  
**Cc:** Wheeler, Michelle <[michelle.wheeler@marshall.edu](mailto:michelle.wheeler@marshall.edu)>  
**Subject:** RE: Bikeshare RFP Follow up

Hi all,

The attached contract was sent back from the WV Attorney General with a change request.

Term 26. "Choice of Law" conflicts with our terms and conditions. They have asked for one of the following from you:

1. An email or letter confirming you understand that the Marshall Terms and Conditions included in the bid are the controlling document, or
2. A strike-though of this term in your sales agreement.

Please let me know if you would like to discuss further or if you have any questions.

Thank you!

**Misty DiSilvio (she/her)**  
Assistant Director  
Office of Purchasing

304-696-2918  
[www.marshall.edu](http://www.marshall.edu)



[Book a meeting with me](#)

To show respect for your time, please know I don't expect you to respond or take action outside of your working hours. Please respond at a time that suits your schedule.

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**From:** Sean Flood <[sean@ridetoday.io](mailto:sean@ridetoday.io)>  
**Sent:** Wednesday, September 13, 2023 10:57 AM  
**To:** DiSilvio, Misty <[delong16@marshall.edu](mailto:delong16@marshall.edu)>; David Touwsma <[david@ridetoday.io](mailto:david@ridetoday.io)>; Pete Ballard <[pete@ridetoday.io](mailto:pete@ridetoday.io)>  
**Subject:** Re: Bikeshare RFP Follow up

**Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Hi Misty,

Hope your week is going great. Just touching base to see how things are progressing internally and if there's anything we can assist with.

Thank you, Sean