

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
SHARED ACTIVE TRANSPORTATION
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
COLUMBIA CAMPUS
AND
CITY OF COLUMBIA, MISSOURI
RFP # 20 2232 WJ C
DUE DATE: JANUARY 24, 2020
TIME: 2:00 P.M. CT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Wade A. Jadwin
Strategic Sourcing Specialist
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, MO 65409

Date Issued: December 19, 2019

RFP # 20 2232 WJ C

SHARED ACTIVE TRANSPORTATION INDEX

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NOTICE TO RESPONDENTS

The University of Missouri and City of Columbia, Missouri requests proposals for the Furnishing and Delivery of **SHARED ACTIVE TRANSPORTATION, RFP #20 2232 WJ C** which will be received by the undersigned at University of Missouri Procurement, until January 24, 2020 at 2:00 p.m. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening. Faxed or emailed responses will not be considered.

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement/bids> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Wade A. Jadwin
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, Missouri 65409
Email Address – jadwinw@mst.edu*

All questions regarding the RFP must be received no later than 2:00 p.m. CT on January 15, 2020.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

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**UNIVERSITY OF MISSOURI AND CITY OF COLUMBIA
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS
&
INSTRUCTIONS TO RESPONDENTS**

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the Company shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The Company shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, and City of Columbia as Municipal Corporation are unable to accept contract provisions, which require The Curators or the City of Columbia to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the Company and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The Company shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
8. **Supplier Diversity Participation:** The University of Missouri System and City of Columbia are committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the Company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American
 - Pacific Asian American
 - Subcontinent Asian American
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect.

- Direct dollars – dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars – dollars based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - 1) Supplier’s Total Revenues: \$10,000,000
 - 2) Revenues from University \$: \$4,000,000
 - 3) University % of Total Revenues: 40% (#2 divided by #1)
 - 4) Total MBE Dollars: \$150,000
 - 5) Total WBE Dollars: \$150,000
 - 6) Total University Attributable MBE \$: \$60,000 (#3 multiplied by #4)
 - 7) Total University Attributable WBE \$: \$60,000 (#3 multiplied by #5)
 - 8) Total University Attributable MWBE \$: \$120,000 (Sum of #6 and #7)
 - 9) University % Attributable Revenue: 3% (#8 divided by #2)

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University will monitor the supplier/Company’s compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier/Company’s payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier/Company from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a Company for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for

individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet WCAG guidelines at no cost to the University; and (5) indemnify and hold the University and the City of Columbia harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

11. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Company agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Company with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, is regulated under federal or state laws with regard to contracting with vendors. The Company represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Company agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

12. **Inventions, Patents, and Copyrights:** The Company shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Company shall defend, protect, and hold harmless the University and the City of Columbia ~~its~~ their respective officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the Company's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Company shall execute such documents as the University may require for the perfection thereof.

13. **Insurance:** The Company shall purchase and maintain such insurance as will protect the Company and the University and the City of Columbia against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Company shall be required to procure and maintain the types and limits of insurance as specified.

14. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Company shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

15. **Vendor Gifts:** The Company shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language,

specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #20 2232 WJ C for SHARED ACTIVE TRANSPORTATION, mailed and/or delivered to University of Missouri Procurement, 1201 North State Street – Suite G5C, Rolla, MO 65409, ATTN: Wade A. Jadwin.**

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability.

Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at Company's expense, all items that are furnished which are not acceptable as equals to items specified and Company agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

- 3. Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on Company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on Company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP

closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the University as Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the City of Columbia's and the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Company violates any provisions of the contract, the University may serve written notice upon Company and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Company and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Company thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Company expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Company upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they

will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment will not occur unless this information has been provided.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Company shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Company agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The Company certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations and affiliates of the University of Missouri, including MU Health Care, and the employees of the City of Columbia.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The Company shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any

payments due the Company by such entities, nor will the University be responsible for contract administration for other institutions.

**UNIVERSITY OF MISSOURI AND CITY OF COLUMBIA
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, and the City of Columbia, a municipal corporation, propose to contract on behalf of University of Missouri Campus/System (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **SHARED ACTIVE TRANSPORTATION** as described herein. This contract will be a collaborative effort with the City of Columbia, Missouri (hereafter referred to as "City"). The University will be the lead agency for this contract.

2. SCOPE

University of Missouri Campus/System is seeking proposals from qualified professional firms interested in providing the following: Shared Active Transportation for the University of Missouri – Columbia campus and City of Columbia, Missouri.

3. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 28,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

BACKGROUND CITY OF COLUMBIA INFORMATION

Columbia, Missouri is the county seat of Boone County and home to the University of Missouri. Founded in 1821, it is the principal city of the five-county Columbia metropolitan area. It is Missouri's fourth most-populous and fastest growing city, with an estimated 123,180 residents in 2018.

4. QUESTIONS

The final date for a request to be accepted for a clarification on any Specification or Requirement of the RFB is January 15, 2020 at 2:00 PM CT. Any request received after this date and time will **NOT** be acknowledged with a response. **Please do not contact the department directly to ask questions. Please send ALL questions to Wade Jadwin – jadwinw@mst.edu**

5. PURPOSE

The rules and regulations for Shared Active Transportation on the University of Missouri (MU) campus and in the city of Columbia, Missouri are defined below. The operation of Shared Active Transportation is a privilege, not a right. A Shared Active Transportation Operation must be approved through this RFP process and complete the following requirements to operate or offer Shared Active Transportation on the MU campus and in the City of Columbia:

- Obtain a permit and satisfy all requirements of the permit
- Paid all fees pursuant to Section 9 of this Rule
- Have an approved data-sharing agreement
- Obtain and maintain insurance pursuant to Section 8 of this Rule
- Have an approved privacy policy
- Submit a safety history report from all other cities in which the Applicant provides or has provided Shared Active Transportation
- Submit a data breach history report
- Submit a copy of their User Agreement
- Conduct a successful test of established geofences with MU staff and City

Failure to comply with this Rule, City ordinance, state law, and permit conditions is subject to suspension or revocation of the Shared Active Transportation Operation Company's permit by the Director. Penalties will be applied subject to the Fee Schedule when a Company is in violation.

6. AUTHORITY

These rules are authorized by City Code and the Curators of the University of Missouri on behalf of University of Missouri (hereinafter "MU"), as may be amended:

Definitions

- "Allotment" shall mean the maximum number of permitted Small Vehicles that a Permittee is allowed to have available at any single point in time per day.
- "Application Programming Interface (API)" shall mean a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- "Applicant" shall mean an entity that formally applies for the Shared Scooter permit but has yet to obtain a permit.
- "Company" shall mean the entity owning the Active Transportation, its agents, contractors (including independent contractors and every individual or entity retained by the Company to plan, gather, monitor or maintain the Company's Small Vehicles. It shall also mean a person, Company, sole proprietorship, partnership, association, corporation, or governmental or nonprofit agency that is the named holder of a permit to operate a Shared Active Transportation Operation under this Rule. This term includes any employee, agent, or independent Company hired by the permit holder.

- “Director” shall mean Director of MU Parking & Transportation Services
- “Extreme Weather” or “Inclement Weather” shall mean severe or unseasonal weather that may put users at risk. Conditions may include but are not limited to snow events or icy conditions.
- “Fleet” shall mean all of the Company’s small vehicles in operation within MU’s and the City of Columbia jurisdiction boundaries at any one time.
- “Frontage Zone” shall mean the area adjacent to the property line where transitions between public sidewalk and the space within building occurs.
- “Furnishing Zone” shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishings.
- “Geofence” shall mean a virtual geographic boundary, defined by GPS or RFID technology that enables software to trigger a response when a mobile device enters or leaves a particular area.
- “No Parking Zone” shall mean a designated area or areas in which Small Vehicles may not be left at the conclusion of usage event.
- “No Ride Zone” shall mean a designated area or areas in which Small Vehicles may not be operated, whether through signage or control of the Small Vehicle via GPS positioning.
- “Parking Zone” shall mean a designated area or areas in which Small Vehicles are required to be left at the conclusion of the usage event.
- “Rider” shall mean any person using the Small Vehicle.
- “Right-of-Way” shall mean a general term denoting land, property or the interest therein, usually in the configuration of a strip, acquired for or devoted to transportation purposes. When used in this context, right-of-way includes the roadway, shoulders or berm, ditch and slopes, extending the right-of-way limits under the control of the state or local authority
- “Shared Active Transportation” shall mean a dock less network or system of Small Vehicles, placed in public right-of-way and for rent in short-term increments that provides increased mobility options over short distances.
- “Shared Active Transportation Operation” shall mean Company’s Shared Active Transportation as well as any incidental use or patronage thereof.
- “Small Vehicle” or “Small Vehicles” shall mean dock less scooters, e-scooters, skateboards, bicycles, e-bikes, or other small wheeled vehicles designed specifically for shared-use and deployed by the Contractor.
- “Throughway Zone” shall mean the portion of the sidewalk for pedestrian travel along the street.

7. DEPLOYMENT AND SIZE OF FLEET

A Company must coordinate with MU and the City regarding their fleet launch and schedule. Company shall begin operations in Columbia, Missouri corporate limits with a Fleet of five hundred (500) Small Vehicles. During the term of this Agreement, Company may not reduce the size of its Fleet below four hundred (400) Small Vehicles without written notification to MU and City, provided at least seven (7) days before the reduction is to occur. Company shall not increase the size of its Fleet beyond five hundred (500) Small Vehicles without the approval of MU and the City. However, MU and City, may deny a request to increase the Fleet size as described herein if in their sole discretion they determine that an increase would not be in the best interest of the public health, safety, or welfare.

A minimum of one-hundred fifty (150) Small Vehicles will be allowed on the MU campus initially. Additional Small Vehicles will be allowed only after it has been approved by the MU campus.

Small Vehicles must each have a unique identification number.

8. SAFETY

Company shall establish a program to offer helmets to riders at a discounted price, including offering the helmets for free. Such program may be directly from the Company or delivered in conjunction with existing MU stores or City bike stores.

9. PARKING

Company acknowledges and agrees that Company is solely responsible for its Small Vehicles and ensuring they are in compliance with the following guidelines for parking Small Vehicles:

- Small Vehicles shall not be parked in the street.
- Small Vehicles shall be parked in an upright position.
- Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines. In areas where no sidewalk exist, Small Vehicles shall be parked adjacent to the paved street surface.
- Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, transit stops, or in another area specifically designated for Small Vehicle parking which does not inhibit access. If parked on a transit stop, then Small Vehicles shall be parked in a manner that does not impede on the ADA minimum standards for access to the bus, including a clear length of 96 inches minimum and a clear width of 60 inches.
- Small Vehicles shall not be parked in such a manner as to impede or interfere with access to or from any building or access to or from off-street parking lots or garages.
- No Small Vehicle may be parked in a manner that obstructs a minimum width of forty-eight (48) inches of clear space on the sidewalk except in the Downtown Columbia M-DT district ("M-DT district"). Within the M-DT district, no Small Vehicle may be parked in a manner that obstructs a minimum width of sixty (60) inches of clear space on the sidewalk.
- Small Vehicles shall not be parked in such a manner as to impede or interfere with the

reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.

- Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- Small Vehicles shall not be parked in the Furnishing Zone directly adjacent to or within the following areas such that access is impeded:
 - Loading zones;
 - Disabled parking zones;
 - Street furnishings that requires pedestrian access (for example- benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Entryways;
 - Driveways; and
 - Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access

The MU campus and City reserve the right to update the list of Parking Zones without advance notice and the Company is responsible for incorporating this update in their program within three (3) business days after notification by the MU and/or City.

To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate property owner or public agency and shall communicate this right to Riders through signage approved by the respective entity and/or through a mobile web application. To the extent Company desires to park Small Vehicles on the MU campus or City property other than right-of-way, Company must first obtain written consent granting the right to do so from the MU campus, City, or such other departments or agency of the City who has the authority to grant such rights.

OPERATIONS, MAINTENANCE, CORRECTIVE ACTION, AND CUSTOMER SERVICE

Use of Right-of-Way - The MU campus and City agree to allow Contractor, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of way reasonably necessary for operation of Company's Shared Active Transportation Operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right of way.

Notwithstanding anything herein, the Parties agree the MU campus and City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces.

Monitors – Company shall at its own expense initiate a program on the MU campus and City within thirty (30) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in this Agreement.

Notice - Company shall provide detailed notice to all Riders by means of signage and through a mobile or web application that:

- Small Vehicles are to be ridden to the right of the street lanes in the same direction of traffic.
- Riders must follow applicable rules of the road including observance of stop signs, stop lights, and yield signs.
- Small Vehicles are not to be ridden on sidewalks less than 48" wide.
- Small Vehicles within business districts, including the City M-DT district, are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by MU campus or City to be closed for Small Vehicle Traffic.
- Small Vehicles cannot be ridden within City parks or on public trails.
- Small Vehicles should offer the right-of-way to bicycles when riding in bike lanes.
- Small Vehicles may not be operated in University owned parking structures.
- Riders are encouraged to wear helmets when riding Small Vehicles. Company shall inform riders of the Safety Equipment program as required herein.
- Riders are limited to one person on a Small Vehicles at a time, unless otherwise outfitted for multiple riders.
- Riders may not tow an external wagon/sled or similar device while riding a Small Vehicle.
- Riders may not grab onto another motorized vehicle while a Small Vehicle is in use.
- Rider may not operate a Small Vehicle in inclement weather including rain and snow, nor after inclement weather events (other than rain) prior to paved surfaces being fully restored to pre-weather conditions.
- Riders must dismount and walk Small Vehicles on sidewalks less than 48" wide or sidewalks with significant pedestrian traffic.
- Riders must park Small Vehicles in accordance with the parking regulations in Section 5.
- Small Vehicles may not be operated in a MU or City-declared No Ride Zone.
- Small Vehicles may not be parked in a MU or City-declared No Parking Zone.
- Riders are required to take a photo whenever they park their Small Vehicle at the end of a ride.
- Riding responsibly is required.
- Rider cannot ride a Small Vehicle while intoxicated.
- Riders are at all times to operate the device in a manner consistent with MU regulations and City's Code of Ordinances, rules, policies, and procedures, and any other applicable laws.
- Riders must remain alert to their surroundings and free from distractions such as the use of headphones or mobile devices.
- Small Vehicles should be equipped with front and back lights and those lights should be on during while in operation.

Riders are subject to City's Code of Ordinances and will be subject to penalties and enforcement for operating the device in a manner which violates City's Code of Ordinances.

DAILY REMOVAL – Company shall halt its Shared Active Transportation Operation completely daily by dusk or 8:00 p.m. (CST), whichever is later. Small Vehicles shall remain inactive until dawn (CST) of the following day.

SPEED - Small Vehicles which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface. Small Vehicles shall also include the following:

- Name of the licensee must be prominently displayed.
- Equipped with a brakes and lights.
- Equipped with an on-board GPS unit.
- Sturdily built to withstand the rigors of outdoor storage and constant use.
- Securely stand upright when parked.
- Units shall be inspected when removed from routine service

Units must be used minimum average of two trips per day, determined by a monthly average.

INCLEMENT WEATHER - On days where inclement weather (rain or snow) is anticipated, Company will halt its Shared Active Transportation Operation completely. On days where snow or ice is anticipated, Company shall remove its Small Vehicles from City rights-of-way. Company agrees to hold the MU and City harmless for damage to Small Vehicles caused by the MU or City's snow removal operations and for any damage caused to MU or City vehicles by improper location and removal of Small Vehicles.

Geofence. Contractor must employ and maintain geofencing in areas specified by MU and the City. The MU campus and City may update geofencing requirements at any time. Geofencing must:

- Be displayed in the Company's mobile and web applications
- Prevent users from ending a trip in a no-parking zone
- Notify users they are attempting to end a trip in a no parking zone
- Notify user if they have entered a no-ride zone

SIGNAGE – Company agrees that as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by MU Collected Rule 170.040 and Chapter 14 of the City ordinance, the content of any sign located on Company's Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for MU or City to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Contractor. The determination that there has been a violation of these signage guidelines shall be solely at MU's and/or City's discretion.

INFORMATION FOR PUBLIC – Company shall provide easily visible contact information, including a twenty-four (24) hour toll free phone number and email address on each Small Vehicle for use by members of the public to report safety concerns, complaints, or to ask questions.

CONTACT INFORMATION FOR MU AND CITY – Company shall also provide MU and City with contact information of a locally-based manager/operations staff with decision making power who can respond to MU and City requests, emergencies, and other issues 24 hours a day seven (7) days a week.

TIME FOR CORRECTIVE ACTIONS – Company shall respond to public, Rider, MU or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice. City representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Contractor.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than forty-eight (48) hours without moving, such Small Vehicle may be removed by MU personnel or City and taken to a MU or City facility for storage at the expense of the Contractor. Notwithstanding the foregoing, MU and City reserve the right to impound Small Vehicles that may impact with the health, safety, or welfare of City residents, visitors, MU students, staff, or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Company and at the expense of the Contractor. MU or City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and MU or City are under no obligation to safe-keep any such vehicles.

MAINTENANCE OF SMALL VEHICLE – Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within twenty-four (24) hours. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. Contractor shall keep a record of maintenance activities, which includes the unit identification number and maintenance performed. MU or City shall not have any obligations with regards to the maintenance of Company's Small Vehicles.

PRIVACY, DATA REPORTING, AND DATA SHARING – Company shall provide MU and the City or an authorized third party, with real time and historical information for their entire fleet through a documented web-based application programming interface (API). The Company is directly responsible for providing the API key to the MU and City and shall not refer the City and MU to another subsidiary or parent Company representative for API access. The API shall deliver data specified below, in a manner that protects individual user privacy.

Companies found to be submitting incomplete or inaccurate data, such as underrepresenting the total number of units in service, shall have their licenses revoked.

Company agrees to provide data to MU and the City related to the utilization of Small Vehicles. Company will provide real-time data feeds via API, monthly reports, and upon request, to MU and the City displaying trip information including but not limited to the following:

- Aggregated reports on system use
- Compliance, operations- including but not limited to:
 - Parking complaints,
 - Crashes
 - Damaged, or lost Small Vehicles
 - Utilization rates
 - Total trips by day of week and time of day
 - Origins & destination information for all trips

- Trips per each unique Small Vehicle by day of week and time of day
- Average trip distance
- Parking compliance at designated zones and at transit and bus stops
- Incidents of Small Vehicle theft and vandalism
- Small Vehicle maintenance reports
- Payment method information.

Anonymized/de-identified demographic data, such as age cohort, gender, general trip purpose, etc., collected by Company shall be provided to MU and City on a monthly basis, or upon request. Company shall make available to MU and City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with MU and City will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

The Company agrees that MU and the City may use a third-party researcher or Company to evaluate the Shared Scooter Pilot. Contractor shall share all data with the third-party researcher or Company necessary for purposes of the evaluating the goals, objectives, and requirements in this permit.

Contractor will be expected to comply with all data sharing requirements in order to remain compliant with this Agreement. At MU and City's sole discretion they may determine if the Company has failed to comply with the data sharing requirements. Company's failure to comply may result in Default or Termination of their permit.

Contractor shall not require users to grant location services to use the Company's mobility service, while the application is not in use. All other private data belonging to the user, including but not limited to contacts, photos and files, shall not be required to be shared in order to use the Company's Shared Active Transportation Operation.

Company shall not require users to share their private data with 3rd parties in order to use the Company's Small Vehicles or Shared Active Transportation Operation. Contractor must allow users to opt-in (not opt-out) to providing access to their contacts, photos, files, other private data and 3rd party data sharing only with clear notice to the customer. Contractor shall provide MU and the City with updates to the terms of service; including but not limited to the Privacy Policy, terms and conditions of use, and the End User License Agreement (EULA) published on the Company's website and app and agrees to provide all customers, the City, and MU any changes to the terms of service immediately upon adoption.

10. PERFORMANCE BOND, AND FEES

Company will be responsible for paying into a public property repair and maintenance performance bond, or similar bond that the City can draw upon as needed for costs associated with auditing, removing, and storing impounded Small Vehicles. The Performance Bond fee shall be \$4 per Small Vehicle deployed in the MU campus and City as of the Effective Date. Performance Bond fees will be due at the time of issuance of a City Business License. Company shall amend and pay the Performance Bond fee for every additional Small Vehicle the City or MU allows to be deployed within

the City and on campus. Failure to pay the Performance Bond amount may result in Default or Termination as described herein.

In addition to any taxes and fees imposed by City's Code of Ordinances to operate a business, Company shall remit regulatory fees of \$10,000 to MU and City, to be paid within thirty (30) days of the Effective Date, and a ridership fee of two dollars (\$2.00) for each Small Vehicle in operation each day to MU and City to defray various costs incurred by the City or MU, such fees shall be remitted as follows:

Two dollars (\$2.00) per Small Vehicle per day with the total amount paid quarterly. Each payment shall be remitted to MU and City by no later than thirty (30) days after the end of a quarter. Quarters shall be considered three month intervals within a standard calendar year.

ENFORCEMENT PENALTY AND INCENTIVES - Time for corrective actions. Company shall respond to public, Rider, or City or MU requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice. City and/or MU representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Contractor.

IMPOUNDING – Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. MU and City may remove a Small Vehicle that impacts with the health, safety, welfare of City residents, or visitors, or MU faculty / staff or students, and may store the impounded Small Vehicles at a location convenient for MU and the City. MU and the City may, in their sole discretion, provide photographic or written documentation to Company of the violation. However, such documentation is not required and shall not be a condition precedent before the City or MU may enforce the terms herein. MU and/or City may assess a penalty of \$100 for each Small Vehicle it impounds. City and/or MU shall notify the Company of the impounded Small Vehicles and their location. In such instances, Company shall retrieve Small Vehicles from MU and/or City within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed on the MU campus and City as further described herein. Company is responsible for paying storage costs of Fifty Dollars (\$50) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within 24 hours of receiving notice, MU and City may draw upon the performance bond to recover costs to MU and City and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. MU or City may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than forty-eight (48) hours without moving, such Small Vehicle may be removed by MU or City personnel and taken to a MU or City facility for storage at the expense of the Contractor. Notwithstanding the foregoing, MU and/or City reserves the right to impound Small Vehicles that may impact with the health, safety, or welfare of MU faculty, staff, students, visitors or City residents or visitors or is placed or operated in a manner

that violates the terms of this Agreement without notice to Company and at the expense of the Contractor. MU and the City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and MU and/or City is under no obligation to safe-keep any such vehicles.

MU and City jointly may approve and permit reasonable increases to Company's Fleet based on utilization of the Fleet of three (3) or more rides per day and/or adherence to the Rules. MU or the City may deny any increase of Small Vehicles at their sole discretion if they believe that an increase is not in the best interest of the safety, health, or welfare of its students, residents, or visitors.

EDUCATION AND OUTREACH – Company shall provide education to Small Vehicle Riders on MU's and City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to MU and City for review prior to disseminating the information to Riders. Company shall also provide MU and City specific information through Company's mobile or web application that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.

ENVIRONMENT AND SUSTAINABILITY – Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly manner at end of life cycle.

USER EQUITY - Contractor shall be responsible for implementing and submitting a marketing and outreach plan at its own cost to promote the use of Small Vehicles in neighborhoods currently underserved by Small Vehicles (initially defined as less than 10 units per square mile, subject to change at the City's discretion) including offering an affordable option that does not require the user to access the service via a smartphone application for any customer with an income level at or below 200% of the federal poverty guidelines.

DEFAULT OR TERMINATION - Except where specifically provided otherwise in the Permit, in the event the Company shall default in any of the covenants, agreements, commitments, or conditions herein, or if any of the conditions set forth herein shall occur, and any such default shall continue un-remedied for a period of three (3) business days after written notice thereof to Contractor, MU, and/or City may, at its option and in addition to all other rights and remedies which it may have at law or equity against Contractor, including expressly the specific enforcement hereof and the enforcement of City ordinances, have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

Notwithstanding anything to the contrary herein, the MU and City may suspend or terminate the permit at any time if MU and the City find, in their sole discretion that Company's Shared Active Transportation Operation is not in the best interest of the health, safety, or welfare of City's residents and visitors, or of MU students or staff, including situations where there is:

- A failure to comply with this Rule
- A failure to comply with the permit
- A determination of risk to public safety
- A transfer of the permit to another party without prior written approval by the MU and City

- An omission in the permit application or RFP response
- The Contractor sells or shares confidential and individual User data
- The Contractor does not pay required fees, surcharges, penalties.
- The Contractor blocks or alters the presentation of any information or denies access to the MU or City

Company's obligation with regards to indemnification as provided in Section 8 shall survive the expiration or termination of a permit with regards to any claims arising during such time as the permit was in effect.

REMOVAL OF SMALL VEHICLES - Upon instances of Default or Termination Company shall remove its Small Vehicles from the right-of-way within forty eight (48) hours of being notified of termination by MU and/or City. If Company fails to remove the Small Vehicles upon due notice, any remaining Small Vehicles may be removed by City at Company's expense. Company shall not be entitled to damages for the removal of Small Vehicles by MU and/or City. Company agrees to hold the MU and City harmless for any damage to Small Vehicles caused by MU's and/or City's removal and or storage of such vehicles.

Company's obligation with regards to indemnification as provided in Section 8 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

GOVERNING LAW AND VENUE - This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Contractor hereto irrevocably agrees to submit to the exclusive jurisdiction of such courts in the State of Missouri.

UNAUTHORIZED ALIENS PROHIBITED – Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Company shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each sub Company performing any of the contracted services.

GENERAL LAWS – Company shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

11. CONTRACT PERIOD

The contract period shall be from the date of award for one (1) year. MU and the City reserves the right to renew for two (2) additional one-year periods.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS Mo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

City's obligations under this contract are subject to appropriation. Therefore, if the City determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the City reserves the right to cancel this contract with thirty (30) days' notice

12. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Proposals must be submitted in the number and manner as specified below:

Volume I – Functional Section is to be submitted with five (5) total copies, one (1) original paper, four (4) paper copies, and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

*Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information and Supplier Diversity Participation Form.**

Volume II – Financial Section must be submitted in a separately sealed envelope in triplicate (one original, one copy and one electronic copy via flash drive not password protected) and contain:

*Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be enclosed in a sealed envelope plainly marked: Request for Proposal #20 2232 WJ C for Shared Active Transportation, mailed and/or delivered to University of Missouri Procurement, 1201 North State Street – Suite G5C, Rolla, MO 65409, Attn: Wade A. Jadwin.**

Responses to this document must address issues in the order provided. **Please limit your proposal responses to no more than twenty five (25) pages in response to the criteria.**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

13. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University

individuals will evaluate and assign points to vendors' responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request vendors to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

The University may request vendors selected as finalists to come onsite to the University, at the vendor's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

14. **INSURANCE REQUIREMENTS**

Company agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Company is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability – Company agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability (If required in service performance) – Company agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Company does not own automobiles, Company agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability – Company agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state

coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only:

If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Contract Language - The Curators of the University of Missouri, the City of Columbia, their officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the Company and the University and the City. Contractor/Party is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification - The Company agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, the City of Columbia, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Company's operations. The Company agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Company or at the option of the University or the City, agrees to pay to or reimburse the University and the City for the Defense Costs incurred by the University or the City in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University and the City are relying on, and do not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, the City, or their officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University and City shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University and the City do not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

15. PAYMENT TERMS AND CONDITIONS

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to withhold a portion of the payment until the services have been completed. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solutions that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 10 as opposed to the standard Net 30 terms.

16. PCI

For PCI: Please request that they include the following in their response:

- Valid SAQ from them
- Their written acknowledgment that they take responsibility for their merchant environment.

17. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

- Type & Specifications of all vehicles to be deployed (to include scooter)
- Vehicle communications, location systems, capabilities, system data collection details, and what specific tracking system is used

- Functionality and features of software & operations management system
- Hours of vehicle availability – deployment & collections times; storage of vehicles during non-operational times if collected and stored
- Hours of customer service and field support
- Staffing plan and team responsibility
- Maintenance plan
- Plan for achieving coverage, balancing vehicles
- Geofencing capabilities
- Safety training & Marketing plan
- Data Sharing & Privacy
- Contact information for local representative

18. DESIRABLE CRITERIA

It is the Company's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

- Please describe the history of vehicle recalls and outcome of each incident
- Please provide details of the warehouse/operational center that will be set up
- Please provide details for the vehicle charging plan that will be implemented
- Please describe how vehicles are deemed unsafe the disposal plan for vandalized vehicles
- Please outline how your company works towards sustainability
- Please describe past experience with deployment in underserved neighborhoods and what your plans will be for the City of Columbia
- Pricing plan - \$2/vehicle/day minimum

REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
SHARED ACTIVE TRANSPORTATION
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
THE COLUMBIA CAMPUS
RFP # 20 2232 WJ C
DUE DATE: JANUARY 24, 2020
TIME: 2:00 P.M. CDT

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

Ridership fees above minimum of \$2.00 per unit: \$_____

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your Company have a Supplier Diversity Program? If so, describe efforts your Company has made to increase business with Women and Diverse Owned businesses (i.e. does your Company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. If you are a non-diverse owned Contractor, what percentage of your Company’s total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

3. If you are a non-diverse owned Contractor, complete the following table indicating the percentage your Company will subcontract with certified Women and Diverse Owned businesses should your Company be the successful bidder. Note: If your Company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

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