



William S. Cogswell, Jr
Mayor

Robert Somerville
Section Chief of Public Works

City of Charleston
South Carolina
Department of Traffic & Transportation

Traffic & Transportation Committee
80 Broad Street
Conference Call #1-929-205-6099
Access ID: 556 524 367
August 19, 2025, Time 3:30 p.m.

Chair, Councilmember Michael Seekings
Vice-Chair, Councilmember Karl L. Brady, Jr
Councilmember Boyd Gregg
Councilmember William Dudley Gregorie
Councilmember Jim McBride
Mayor William S. Cogswell, Jr

AGENDA

1. Invocation
2. Approval of Minutes July 15, 2025
3. Ashley River Crossing Update Josh Martin
4. Lowline Update Josh Martin
5. Request approval of Lime Bikes Contract Amendment Katie Dahlheim
6. Discussion regarding Riverland Drive and Maybank Highway (*Requested by Councilmember Jim McBride*) Traffic and Transportation Staff
7. Approval of Code Enforcement Officer Jeffrey Wagner Michael Mathis

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation, or other accommodations, please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days before the meeting.

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO AGREEMENT
)	DATED MAY 5, 2022 BETWEEN CITY
COUNTY OF CHARLESTON)	OF CHARLESTON AND NEUTRON
)	HOLDINGS, INC, DBA LIME BIKES
)	

This First Amendment to the Agreement dated May 5, 2022 (the “Original Agreement”) is entered into as of the last date signed below by and between the City of Charleston, South Carolina (the “City”) and Neutron Holdings, Inc. DBA Lime Bikes (“Lime Bikes” or the “Contractor”). Contractor and the City may be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the City and Lime Bikes entered into the Original Agreement on May 5, 2022 to begin the Charleston Bike Share Program; a copy of the agreement is attached hereto as Exhibit A; and,

WHEREAS, the initial term of the Original Agreement expired on May 4, 2025, and the Parties have been operating on a month-to-month basis since that date; and

WHEREAS, pursuant to Section 2 of the Original Agreement, the Parties wish to extend the Original Agreement on a month-to-month basis for a period not to exceed one year from the date of execution of this First Amendment; and

WHEREAS, the Parties now desire to include an updated scope of services, a copy of which is attached hereto as Exhibit B; and

NOW, THEREFORE, for consideration of the sum of One and 00/100 (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The scope of services outlined in the Original Agreement and Exhibit D to Original Agreement (Contractor’s Proposal and Cost Proposal) is replaced by Exhibit B to this First Amendment. Any terms that differ between the 2022 and 2025 scopes of service shall be governed by Exhibit B to this First Amendment.
2. The last sentence of Section 2 of the Original Agreement is amended as follows (strikethrough indicates deleted words, underline indicates added words):
The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on ~~an annual~~ a month-to-month basis and shall not exceed five (5) additional one (1) year periods.
3. The Original Agreement, as modified by Paragraph 2 above, is extended on a month-to-month basis for a period not to exceed one year from the date of execution of this First Amendment.
4. Lime Bikes will continue to partner with the Medical University of South Carolina (MUSC) to administer the Charleston Bike Share Program and will work with MUSC to fulfill all of the obligations under their separate agreement.
5. Lime Bikes will adhere to the updated scope of work in Exhibit B, both in timing and in quality of services provided to the citizens of Charleston and its many guests.

6. Lime Bikes will consistently have a point of contact physically located within the greater-Charleston metro area who will be accessible to City of Charleston employees via phone and email to address immediate concerns. Greater-Charleston metro area is defined as within a two-hour commute of the city limits.
7. Lime Bikes will grant City of Charleston staff access to their live Insights Dashboard, which includes information on real-time use patterns, trips per vehicle per day, and other data.

In all other respects, the May 5, 2022 agreement remains in full force and effect and remains unmodified.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have affixed their hands and seals as of the day and year first written above:

City of Charleston

Witness

Mayor William S. Cogswell, Jr.

Witness

Date Signed

Neutron Holdings, Inc.

Witness

By: _____
Its: _____

Witness

Date Signed



June 23, 2025

Robert Somerville
Director, Department of Traffic and Transportation
180 Lockwood Drive, Suite C
Charleston, SC 29403

Re: Charleston e-bike permit renewal summary for public release

Dear Mr. Somerville,

Lime is pleased to submit a summary of our application to continue operating Charleston's pedal assist e-bike program. Charleston's bikeshare program is unique: The program runs without any public subsidy, made possible through the Medical University of South Carolina's (MUSC) essential support. Lime is honored to be a steward of this system and remains committed to delivering a service that reflects the City's character, supports its infrastructure, and serves both residents and visitors with consistency and care. Under our current agreement, Lime has reliably served Charleston for the past three years and is eligible for two one-year extensions. This application is requesting the first of these extensions, and this document provides our key deliverables and commitments for the year ahead.

This extension period allows us to evaluate what's working and where improvements are needed, and to align on what success looks like for the shared e-bike program. Based on feedback from the City of Charleston Department of Traffic and Transportation and MUSC, Lime has already implemented several of these improvements to our program, and we look forward to working hand in hand with our partners to continue to develop this program. We are bringing forward critical improvements based on input from the City and MUSC for staffing, communication, fleet performance, community engagement, and tidiness.

Proposed Program Updates

Lime has developed a roadmap for the next twelve months that addresses key concerns for Charleston and for the Medical University of South Carolina (MUSC), which will serve as a bridge between today's operations and a bold, future-oriented plan that allows us to make meaningful updates that reflect the program's maturity and evolving goals.

This extension period allows us to evaluate what's working and where improvements are needed, and to align on what success looks like for the shared e-bike program. Based on feedback from City of Charleston Department of Traffic and Transportation and MUSC, **Lime has already implemented several of these improvements to our program**, and we look forward to working hand in hand with our partners to continue to develop this program. Lime has added local staff to improve rebalancing, hired a dedicated Junior Operations Coordinator to manage community engagement, and expanded our on-the-ground presence through round-the-clock foot patrol. At the same time, we're upgrading our fleet with a shipment of new Gen4 pedal assist e-bikes to allow us to deploy 300 vehicles within the service area, and improving our tidiness standards so that our vehicles are maintained at a higher standard. This will ensure that anyone will quickly and conveniently be able to find a ride when they need one.

1. Hiring and maintaining a Charleston-area coordinator who lives in the metro area with 24/7 accessibility: Lime has hired a dedicated Junior Operations Coordinator for the Charleston program who can be reached during business hours by phone or email. Our Junior Operations Coordinator will:

- Serve as the primary point of contact for City and MUSC staff, responding to inquiries within one hour.
- Oversee daily field operations, stakeholder outreach, and issue resolution.

2. Increased foot patrols with second operational shift: Lime has doubled our operational shifts to ensure round-the-clock support and uphold the City of Charleston's public space standards. This will:

- Ensure continuous field presence from 6 AM to midnight, seven days a week.
- Enable proactive tidiness checks and repositioning of misplaced bikes within two hours.

3. Access to Lime's Insights Dashboard: We will grant City staff access to our live Insights Dashboard so that they can:

- View real-time use patterns, including trip starts and ends by zone.
- Monitor trips, riders, trips per vehicle per day, median trip distance and duration, total distance traveled, and carbon savings

4. Fleet Rebalancing Plan: We will enhance our rebalancing strategy through:

- Additional Lime Patrol staff (Lime Patrol teams proactively repark vehicles and educate riders in high-traffic zones and at events)
- Predictive daily rebalancing via Hotspot Optimizer and real-time fleet monitoring through our Fleet Management Platform, triggering immediate field deployments for misparked or tipped bikes.

5. E-Bike Deployment: As part of our program, Lime has shipped an additional 116 Gen4 e-bikes to Charleston and will maintain the following deployment levels.

- Maintaining 300 e-bikes on the streets throughout the first 12 months of the program.
- In the long term, we look forward to scaling to 500 e-bikes and an expanded service area covering West Ashley, aligned with the planned bridge opening to West Ashley and the provision of additional parking corrals.

6. MUSC Co-Branding and Aesthetics: Lime will enforce enhanced visual standards as part of our vehicle maintenance plans.

- Certified, full-time mechanics handle all preventive maintenance and repairs using Lime's proprietary diagnostics platform. Warehouse mechanics periodically perform full vehicle inspections and return any bike to service within 24 hours.
- Mechanics deep-clean vehicles during scheduled service, removing dirt, debris, and graffiti. Teams audit paint and co-branding stickers at each service interaction and replace any that fall below visual standards.



Above: Example of our branding in Charleston. Below: Lime vehicle branding standards for Charleston.

We look forward to the opportunity to continue to serve Charleston.

Sincerely,



Carol Antúnez
Senior Manager, Government Relations
carol.antunez@li.me

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND NEUTRON HOLDINGS, INC. DBA LIME FOR
CHARLESTON BIKE SHARE PROGRAM**

THIS AGREEMENT is entered into this 5 day of ~~April~~^{May}, 2022 between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Neutron Holdings, Inc. DBA Lime (hereinafter referred to as the "Contractor"). Contractor and the City may be referred to herein as a "Party" and collectively as the "Parties."

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Charleston Bike Share Program in accordance with Solicitation #21-P023R. In the event of a conflict between the Agreement and Exhibits, the order of precedence shall be as follows: This Agreement, Exhibits C, A, B, D, and E. All attachments and exhibits, including Exhibits A, B, C, D, and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #21-P023R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal & Cost Proposal
Exhibit E: Addendum

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.
2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.
3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the

Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.
5. The Contractor will have no less than 20 locations approved by the appropriate City Representative.
6. The design of the bicycle shall be approved by the City.
7. A data usage agreement will be negotiated in good faith before any data is provided to third party developers or provided outside the project website.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of three (3) years from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed five (5) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

- A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.
- B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

- C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.
- D. The City represents and warrants to the Contractor that the City Marks do not and will not, and any City improvements thereto will not, infringe, misappropriate, or otherwise violate any Intellectual Property Right of any third party,

§5. SUBCONTRACTORS

- A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.
- B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.
- C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
- D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.
- E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from a breach of the Agreement by the City or the gross negligence, or intentionally wrongful actions or inactions of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses

arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

Each Party will give the other Party (i) prompt written notice of any such claim; (ii) the ability to guide the defense and settlement of such claim; and (iii) all necessary information and assistance (at the indemnifying Party's expense) to defend such claim. The Indemnifying Party may select the legal representation of their choosing with the express written consent of the City, which shall not be unreasonably withheld. The Contractor shall not settle any claim without City's prior express consent. The indemnified Party has the right to participate in the defense of any such indemnified claim at its expense. Notwithstanding anything contained herein to the contrary, the indemnified Party shall not agree to any settlement which financially obligates the indemnifying Party without prior written consent.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The Parties reserves the right to terminate the contract when it is in the best interest of said Party including, but not limited to non-appropriation of City funds to

the City. If the contract is so terminated, the terminating Party shall provide the other Party with a minimum of ninety (90) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City; provided, that the Contractor may assign this Agreement in connection with a merger, stock sale, or sale of all or substantially all assets relating to this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each Party's permitted successors and assigns. For purposes of this Agreement, a Change of Control will be deemed an assignment.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

With copies to:
City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

To:
Neutron Holdings, Inc. DBA Lime
CJ Shaw
General Manager
85 2nd Street, First Floor
San Francisco, CA 94105

With copies to:
Neutron Holdings, Inc. DBA Lime
Legal Division
Legal-NA@li.me

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA ("Immigration Reform and Control Act") as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract once per year with ten (10) business days written notice. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor at a maximum with ten (10) business days written notice. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City at a maximum of two (2) times per year if requested with ten (10) business days written notice. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents specifically related to the audit. The City will bear any costs associated with the audit. Audits shall be conducted during normal business hours and in observance of Company holidays.

§23. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, Page 7 of 138

as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

§24 NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

Brinckman ✓

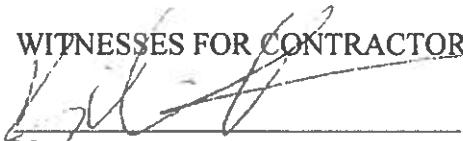
Date: 5/5/2022


John J. Tecklenburg
Mayor
Date: 5/15/2022


Name

Date: 5/5/2022

WITNESSES FOR CONTRACTOR:



Name:

Karolina Haraldsdottir
Regional General Manager, North America and Asia Pacific

Date: 4/22/22



Name:

Date: 4/22/22



Name:

Date: 4/22/22



EXHIBIT A

The City of Charleston Procurement Division

75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 21-P023R **Proposals will be received until:** August 17, 2021 @ 12:00pm

Proposal Title: Charleston Bike Share Program

Mailing Date: June 24, 2021 **Direct Inquiries to:** Robin B. Robinson

Vendor Name: _____ **FEIN/SS#:** _____

Vendor Address: _____

City – State – Zip: _____

Telephone Number: _____ **Fax Number:** _____

Minority or Women Owned Business:

Are you a certified Minority or Women-Owned business in the State of South Carolina? Yes No
If so, please provide a copy of your certificate with your response.

Authorized Signature: _____ **Title:** _____

Date: _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Charleston Bike Share Program**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Proposal Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.
4. Questions regarding this solicitation **must be submitted in writing to Gary Cooper or Robin Barrett Robinson no later than 1:00pm on July 13, 2021**. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected.** Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e.,

Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

All pages that require a Signature shall be included with the proposal. Failure to include these required pages may result in the proposal being deemed Non-Responsive.

2. Offerors must clearly mark as "Confidential" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.
8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.
15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. **GRATUITIES AND KICKBACKS**
 - A) **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS
Each Offeror by submitting a Proposal represents that:

- A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.
- E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror.

The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award to more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Charleston.
- F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be

directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all

liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.
- B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this

Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City

shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at <http://charleston-sc.gov/index.aspx?nid=246>. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. CONTRACT TERMS

The initial term of the Agreement shall be for three (3) years. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed two (2) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 21-P023R Proposals will be received until: August 17, 2021 @ 12:00pm	
Proposal Title: Charleston Bike Share Program	
Mailing Date: June 24, 2021	Direct Inquiries to: Robin B. Robinson
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business:	
Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must sent in if not sending in a submission.	

To submit a “No Proposal” response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your “No Proposal” response

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: _____

Proposal Number: 21-P023R	Proposals will be received until: August 17, 2021 @ 12:00pm
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Proposal Title: Charleston Bike Share Program
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Mailing Date: June 24, 2021	Direct Inquiries to: Robin B. Robinson
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CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

Yes No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.
4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

- E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.
- F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management

- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.
 - Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**
AND
 - Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**
OR
 - Affidavit C – Intent to Perform Contract with Own Workforce**, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

Signature _____ Date _____

Print Name _____ Title _____

Witness _____

AFFIDAVIT A

Page 1 of 2

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this _____ day of _____, 20____.

Signature: _____

Notary Public for the State of _____
My Commission Expires: _____

Title: _____

Print Name: _____

Notary Seal: _____

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____, I hereby certify that on the
(Name of Bidder) _____, Total Project Amount \$ _____
(Project Name)

I will make a good faith effort to expend a minimum of _____ % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this _____ day of _____, 20____.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal: _____

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this _____ day of _____, 20____.

Notary Seal:

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

References

Provide at least five (5) references, preferable for work assignments that are similar in type, scope, size and/or value to the work sought by this RFP and within the last five (5) years.

Name: _____

Address: _____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

Phone/Fax: _____

Email: _____

GENERAL INFORMATION

INTRODUCTION

The City of Charleston seeks proposals to build on the City's current bike share program and manage, expand, and ensure ongoing success of a bike share program moving forward. The successful Contractor will receive the exclusive rights to operate a bike share system within the municipal boundaries of Charleston.

PROCUREMENT PROCESS

The RFP (*Request for Proposal*) is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on July 13, 2021.** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

CONTRACT TERMS

The initial term of the Agreement shall be for three (3) years. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed two (2) additional one (1) year periods.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (**August 17, 2021 @ 12:00pm**) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must submit one (1) Unbound Original (single sided) and eight (8) Bound (*can be double sided*) copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive) (**Please have submittal on flash drive as 2 documents only: Proposal and Cost**). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note "Original" on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF RESPONSES

Only information presented in the Proposal will be used to evaluate the proposal that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. **The Original should be single sided and the copies can be bound (double sided)** and all documentation submitted with the proposal should be bound in that single volume, where practical.

- a) All proposal packages should be clearly marked "**21-P023R Charleston Bike Share Program**" and **submitted in a sealed envelope**.
- b) Technical and Price proposals should be submitted together in one box/mailing container; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal. Please do not waste envelopes putting each copy of the proposal in a separate envelope.
- c) Proposals **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
- d) Proposals **must be received in the City's Procurement Office no later than 12:00pm on August 17, 2021**. Late proposals will not be accepted for any reason.
- e) **No more than one proposal may be submitted by any Vendor.**
- f) The proposal must be signed by an official authorized to contractually bind the Vendor.
- g) All forms from this solicitation requiring signature must be included in the proposal.

PROPOSAL REQUIREMENTS

Proposals should provide a straightforward and concise description of the consultant's capabilities to satisfy the requirements of the RFP. It should explain the work to be performed, how the work will be accomplished and the results expected.

Written proposals must be clear, succinct and should not exceed thirty-five (35) pages, excluding required forms. In addition, proposals may include up to ten (10) pages of supplemental information. Contractors who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

PROPOSAL EVALUATION PROCESS

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as

either reasonably qualified or unqualified. A Proposal may be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

After the proposals are evaluated, the City will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The City may choose not to require formal presentations or interviews. The City may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific vendor in order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the contract.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrate attention to detail.

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

Criteria Factors

- **Pre-Launch** – System Design, Equipment, Pricing Structure, Equity Program, Sponsorship/Branding Approach, Website & Mobile App & Experience with Transit Integration, Hiring Plan
- **Operational** – Public Communications/Marketing Strategy for Launch, Rebalancing Plan, Maintenance Plan, Customer Service Plan, Safety Plan, Emergency Management Plan
- **Firm and Staff Qualifications** – Demonstrate past experiences with installing and operating a bike share system with similar scope and complexity. Include examples of how you have met the requirements of the elements listed in Section III. Scope of Work in other places. Relevant experience must be demonstrated.

Identify and provide resumes of the staff that will be the primary point of contact for contract negotiation, project launch, operations and describe their role.

- **Project Schedule** – Describe your timeline for launching the bike share system (including any key events or milestones) from the date of contract execution.
- **Experiences/Past Performances** – Provide at least five (5) references, preferably for work assignments that are similar in type, scope, size and /or value to the work

sought by this RFP and within the last five (5) years. Provide name and title of reference, name of agency/company, agency/company address, phone number, fax number and email address for the individual contact person, not the agency/company general address/website.

Scope of Work

I. Project Overview and Background

The City of Charleston seeks proposals to build on the City's current bike share program and manage, expand, and ensure ongoing success of a bike share program moving forward. The successful Contractor will receive the exclusive rights to operate a bike share system within the municipal boundaries of Charleston.

The existing bike share system, Holy Spokes, has operated in Charleston since 2017, and has 27 stations located across the peninsula. Holy Spokes is funded through revenue from user fees and a title sponsorship agreement, and has operated successfully without financial support from the City of Charleston. The current contract is expiring in November 2021, and the City is seeking a Contractor who can deliver a smooth and uninterrupted transition to the new system.

II. Goals and Objectives

Bike share is a key element of Charleston's transportation system. The successful Contractor will become the sole operator of bike share within the City of Charleston municipal boundaries. The successful proposal will describe, in each section of the scope of work, how the Contractor will further the following City of Charleston objectives:

- Position Charleston as a national leader in equitable bike share usage and operations
- Expand micromobility options beyond the Peninsula
- Utilize bike share and other micromobility options to fill first and last mile gaps in access to transit
- Create and sustain public/private partnerships that extend the bike share program's value to the Charleston community
- Maintain a bike share program that satisfies current funding partners, attracts new partners, and provides service at no operating cost to the City

III. Scope of Work

A. Overview

Respondents to this RFP shall submit a proposal to deliver a bike share system that can be implemented at no cost to the City. This contract does not require in-kind donations and/or financial payment to the City, such as guaranteeing a portion of other sponsor or system revenues. However, any such commitments will be considered as part of Contractor submissions and may contribute to a higher scoring proposal.

The successful respondent will be granted an exclusive license to operate bike share in the City for a minimum of three (3) years, with the opportunity for two (2) one-year

extensions for a maximum of five years. Contractor will be evaluated on agreed-upon service level agreements when considering contract extensions.

At a future time, if the City seeks additional shared micromobility options, such as neighborhood electric vehicles or other micromobility options, the City may desire to amend the Contractor's operating contract. The Contractor would be given right of refusal to exclusively operate other shared modes or devices in the City, if able to demonstrate the ability to do so through a pilot program in accordance with City's expectations for the new shared mode or device. However, the implementation of such programs and processes would first require the approval of the city's Traffic and Transportation Committee and full Council.

B. Pre-Launch Elements

1. System Design

The City **requires** the Contractor to provide a smart bike system, meaning all transactions, payment, reservations, unlocking and locking capabilities should be provided on the bicycle, with the exception of options for users signing up through the Equity Program (Section B.4, below). There is no requirement regarding stations, hubs, or service areas, though the Contractor may wish to review the current system map (Attachment A). The successful respondent will describe their plan for expanding the system beyond boundaries shown in Attachment A, including the process for siting additional hubs (if part of the system) and a proposal for the ideal system size and service area.

Suggested additional locations for system expansion consideration include:

- West Ashley
 - St. Andrews (61)/West Ashley Bikeway
 - Playground Rd./West Ashley Bikeway (WL Stephens Aquatic Center)
 - Bender St. Park/West Ashley Bikeway
 - Wappoo Rd./West Ashley Bikeway
 - Farmfield/West Ashley Greenway
 - Wesley Dr./West Ashley Greenway
 - Wappoo Rd./West Ashley Greenway
 - Albemarle Rd./West Ashley Greenway
 - Magnolia/Tall Oak Ave.
- Daniel Island
 - Island Park and Fairchild
 - Volvo Stadium
 - Etiwan Park
 - Governor's Park
- Peninsula
 - Freddie Whaley Community Center, Rosemont
- James Island
 - Folly/Camp (Bus Stop/Walgreens)

The City **requires** that the Contractor provide a minimum of 500 bicycles in operation (available for rental) at all times, and that the bicycles are a mix of standard pedal and e-assist bikes without a throttle; e-bikes with a throttle are

prohibited. Contractors are encouraged to propose their preferred mix of standard pedal and e-assist bikes.

In addition to standard pedal and e-bikes, the City is interested in providing additional bike styles to residents who represent a broader range of ages and abilities. While this is not a required system component, Contractors are asked to describe their experience and capabilities regarding adaptive bicycles.

2. Equipment Procurement and Hardware Specifications

The Contractor shall procure (manufacture and/or purchase) and install entire hardware and software for front and back of house operations for the term of the agreement: including, but not limited to, all on street system components, and as well as supplies and equipment for office management, maintenance and distribution. This will include, but may not be limited to initial equipment, spare parts, rebalancing trucks, maintenance tools, information technology equipment & software applications, licensing, upgrade assurances, and necessary warranties. Contractor will retain ownership of the equipment following the conclusion of the contract.

Proposals should include detailed information about the proposed hardware, such as:

1. Overall dimensions of the bicycle (or electric assist bicycle) with all components intact;
2. Weight of bicycle (or electric assist bicycle) with all components intact;
3. Distance between centers of the front and rear wheels ("wheelbase");
4. The bicycle (or electric assist bicycle) maximum load capacity;
5. If electric assist bicycles are to be provided, the power source, recharge procedure, safe storage practices, and recycling/disposal practices for all electrical components including batteries;
6. Estimated lifespan of all bicycles (or electric assist bicycles) which the proposer anticipates to provide.

The maximum motor assist speed for Class 1 e-bikes should be no greater than 20mph. The City reserves the right to require vehicle speed restrictions to lower than 15mph either in specific areas or as a general rule for operations.

The Contractor may be responsible for ensuring Design Review Committee approval of the equipment (see section III.B.4).

3. Site Planning

The Contractor will be responsible for station site planning. The Contractor may be responsible for ensuring Design Review Committee approval of the stations and associated infrastructure (see section III.B.4).

4. Design Review Committee

The City of Charleston has a Mayor's Design Review Committee composed of key City staff (mostly directors of departments dealing with the built environment) that reviews City investments and elements in the public right-of-way and on City properties. This body will be used to review the design of micromobility vehicles and infrastructure used by the selected vendor (partner).

Members of DRC contributed to this RFP and will sit on the selection committee. The selection committee would be interested in seeing branding, color schemes, typical configurations of payment and signage kiosks (if applicable), and the degree of flexibility offered by the potential vendor.

At the Mayor's discretion, DRC purview over micromobility elements may include:

- Docking and pay station locations and equitable balance throughout the city
- Color/Material of vehicle, street furniture, and aesthetics especially in Historic District
- Branding of vendor/sponsor(s)/municipality
- Signage that aligns with city ordinances and is applicable both in and out of the Historic District

Street furniture and mobility elements reviewed by DRC tend to be more successful (approved) if they are simple and elegant without an overwhelming and incompatible aesthetic (such as being overly "technical" looking, or "old timey"). Street furniture that is black, dark grey or Charleston Green tend to be preferred, as they blend into the background and allow urban fabric itself to be the focal point. Charleston, especially the Historic District, tends to have the feel and urban design expectations of a European city.

While many locations for micromobility stations have already been vetted (approved by DRC), the City will seek to expand its system through additional locations. Any new locations proposed as part of this proposal or throughout the term of the contract will have to be reviewed and approved by the DRC. The design of previous/current bike share vehicles should serve as a point of reference for design.

While the City understands that vendors often use standard materials among its various urban locations as part of their business model, it is essential that vendor flexibility be anticipated and employed throughout the partnership to ensure vehicles and related infrastructure fit properly within the Charleston context.

5. Pricing Structure

Contractor shall submit a proposed fare and membership structure and briefly describe the rationale. Include any information on discounted memberships for people living on low incomes, students, etc. and a process geared towards an easy registration and self-qualification process for these memberships, including income verification proxies (e.g. enrollment in social support programs such as SNAP, WIC, public housing, etc.) The City's objective is to understand how much the vendor is proposing to charge to users. The Contractor and the City will agree upon a schedule of user fees at signing that includes proposed pricing, fee structure, membership options, and user restrictions. The Contractor must receive prior approval from the City to make any changes to the agreed upon fee schedule.

6. Equity Program

The Contractor should describe options for a user to pay, reserve, unlock, and park a bicycle that do not require a smartphone or credit card, as well as strategies to reach out to populations who would benefit from these options and enroll them in the program. Successful respondents will share examples of prior work providing equity programs that incorporate the above elements.

The Contractor should describe their plan for ensuring bicycle access in the following neighborhoods* defined as Equity Zones by the City, using data prepared by the City's Department of Housing and Community Development (Attachment B):

- Meeting St. Manor/Cooper River Court
- Gadsden Green
- East Central
- Bridgeview
- Joseph Floyd Manor
- Silver Hill/Magnolia
- Kiawah Homes
- Eastside
- Maryville.Ashleyville
- Rosemont
- Robert Mills Manor

The City is committed to working in partnership with the selected program operator to establish a national model for bike share equity. The Contractor should describe their proposed Service Level Agreement metrics related to service provided to the Equity Zones listed above. Additionally, the Contractor should draw on their experience as a bike share operator and their understanding of the community fabric and transportation context of the City of Charleston to propose one or more performance (metric(s) for equitable service delivery across the entire program. Describe the metric(s), how it might be documented, and why it is a reliable indicator of whether or not the City is achieving its goal of equitable bike share service.

*Neighborhoods can be viewed here: <https://gis.charleston-sc.gov/interactive/mapnet/> (click additional layers on the left tab for "Neighborhood Councils")

7. Sponsorship/Branding

The City has a positive working relationship with the current bike share program's title sponsor and seeks to continue this partnership in support of the new system. The selected bike share provider should develop a sponsorship program with multiple sponsor levels, including a specific proposal for title sponsorship. The selected bike share provider should work directly with the current title sponsor to negotiate a new multi-year agreement. The bike share provider should seek multiple sponsors to not only provide additional funding, but also engage local partners invested in the overall success of the bike share program.

The Contractor should describe the approach to: 1) soliciting sponsors and maintaining positive sponsor engagement and 2) developing a branding plan, including opportunities for branding the hardware, website, and mobile app. The approach should include a description of how multiple sponsors of a program are managed as well as an example of a current or past bike share programs where the Contractor developed program branding and marketing catered to the unique nuances of a community.

The Contractor shall agree to work with the title sponsor and other sponsors for the duration of the program. This includes working in coordination with the City and the title sponsor to develop a branding plan that creates excitement about the system and helps attract new and previous riders to the system. On an ongoing basis, this should also include:

- Engaging the City and title sponsor in major decisions
- Consistent communication related to the bike share program's performance, marketing, and application of the sponsor's brand
- Good-faith effort to align bike share operations and marketing with the shared values of the City and sponsoring entities

8. Website and Mobile App

The Contractor should design, maintain, and host a website and a mobile app that promotes the program and allows users to register, submit secured credit card data, and execute a user agreement. Ensure the website displays correctly on all major web browsers and mobile devices/formats.

Provide a system to track bicycle and, if applicable, station and dock status, and share this data with the city (specifics on data reports are further outlined below). The website and mobile app shall include real-time map updates to allow users to locate stations and/or bicycles.

The Contractor shall use the General Bike Share Feed Specifications (GBFS), a standardized data feed for bike share system availability or similar. The mobile app shall be compatible with the latest iOS and Android operating systems.

9. Transit Integration

Charleston Area Regional Transportation Authority (CARTA) provides transit services in the Charleston area. CARTA is developing a new contactless payment system. While integration with the CARTA system is not a requirement at launch, successful respondents may share examples of prior work to integrate bike share systems with transit by partnering with transit agencies.

10. Identify Bike Share Staff

Contractor will be responsible for hiring and training the staff necessary to install, prepare, launch operate, and maintain the system. Proposals should identify key staff, and include a hiring plan that documents the local organizational structure, job titles and responsibilities for all roles, and total number of staff (both operations and office-based) to be hired. Describe how your hiring plan will follow best practices regarding local hiring, inclusion of members of traditionally underserved communities in the hiring process, and fair wages.

C. Operational Elements

1. Launch

Contractor shall plan and execute a high profile, timely, smooth and effective System launch, including:

- Install stations and equipment
- Deploy a fully functional website and any associated software, including a user app that enables smartphone rental of bikes (and locking/unlocking as needed) and an alternate method which does not require a smartphone or credit card
- Lead coordination of a large public launch event that will occur in conjunction with the operational date. The City will support and help publicize the system launch event.

Proposal should include a public communications/marketing strategy for pre-launch, launch, and three months post-launch. Strategy should include topics that will be included in communications as well as the different methods that will be used to reach the diverse Charleston community.

2. Data Sharing and Reports

Specific Data must be provided to the City and updated at a minimum monthly through an easily accessible and user-friendly interface. Reports should include the following information at a minimum:

- Statistics on ridership by station
- Membership statistics
- Monthly business/financial metrics
- Operations reports including data on:
 - Operations activities
 - Maintenance activities
 - Customer service interactions, including a description of the nature of each inquiry

The only data that must be furnished immediately to City includes any incidents with e-bicycles in public or private space, including but not limited to: crashes, structural integrity issues, fires, tampering, damaged/leaking batteries, and electrical/charging issues.

Contractor shall keep individually identifiable User Information strictly confidential. User Information shall remain the property of the User. The Contractor may use sanitized and aggregated trip data for analysis purposes; provided, however each of Provider's User terms, conditions and policies shall be in compliance with all applicable laws and regulations and shall be subject to prior written approval by the City.

The Contractor shall grant ownership of data and information related to the bike share system to the City, including without limitations, website content, and financial performance, records of inventory, bicycle or station utilization, aggregate reports related to users of the system and other data, which is not personally identifiable.

3. Open Data

The Contractor shall provide open content data in the General Bikeshare Feed Specification (GBFS) standard or similar that will allow third party developers to provide applications to assist users in finding bicycles, and open docks in stations (where applicable). The proposal should include an explanation of how the Contractor expects to keep confidential user information from becoming discoverable.

4. Rebalancing Plan

The Contractor should describe their rebalancing philosophy and e-bike recharging plan, including how they plan to maintain bicycle availability throughout the service area on a daily basis. Successful respondents will include considerations for accomplishing rebalancing in a manner that maximizes carbon reduction. The Contractor should also provide proposed Service Level Agreements related to bicycle rebalancing, which may include daily station availability (instances of full/empty stations by 15 minute increments), daily station deployment (number of stations deployed), and/or daily bicycle availability (number of bicycles deployed for revenue service and in good working order).

5. Maintenance Plan

The Contractor should describe their plan for maintaining the system, including the bicycle and hub (if applicable) maintenance and cleaning schedule. The City expects the Contractor to meet the following minimum level of service:

1. 95% of bicycles that are deployed are in working order.
2. 75% of the overall bicycle fleet is deployed at any given time of day

Bicycle maintenance plan should encompass:

- Smooth and properly lubricated drivetrain
- Tires are properly inflated and free of defects
- E-bikes have adequate battery life and battery life cycle is monitored
- Brakes are functioning properly
- Saddle is properly fitted, functioning as intended, and free of tears or rips
- Shifters are properly functioning and allow riders to change gears during normal use
- Lights are properly functioning
- Fenders are properly functioning and free of defects or excessive wear
- Basket and bell are attached to the bicycle and functioning
- Sponsor branding on bike and at stations, stickers, and labels are in good condition and replaced as needed
- Ensure locking mechanisms and any on-bicycle electronic equipment is properly functioning
- Ensure electric motor and battery are in working order

The Contractor should provide proposed Service Level Agreements related to system maintenance, which should include the percent of deployed bicycle fleet in working order, the percent of the fleet deployed, and may include the speed of graffiti removal and/or addressing vandalism, etc.

6. Customer Service Plan

The Contractor shall describe their plan for providing 24/7 customer service via telephone, email, and other relevant electronic communications such as text messaging or in-app messaging. Customer service staff should answer questions and provide information concerning: subscription process, subscription policies, billing, refunds, collisions/incidents, comments, complaints, malfunction problems, location of bicycles, and directions to nearest station or bicycle available for rental or return.

The Contractor should provide proposed Service Level Agreements related to customer service, which should include expectations for telephone hold wait times, email response times, distribution of any membership collateral through mail, etc.

7. Safety Plan

Successful respondents should submit a plan for providing safety education to all users, whether it is at stations, on bicycles, at in-person pop-up events or via electronic communication. The safety plan shall include details regarding how the Contractor proposes to:

- Make helmets available to users or otherwise incentivize helmet use
- Limit the ability of intoxicated riders from using the vehicles
- Reduce conflicts between riders and people walking
- Otherwise promote the safe use of the equipment, including specifics regarding safety education for e-bike users

8. Emergency Management Plan

The Contractor should submit a plan for addressing fleet removals and other issues in the case of severe weather (e.g. floods, hurricanes, etc.) and other emergencies such as break-downs and collisions involving fleet vehicles. The plan should also address fleet operations in the case of a pandemic or epidemic. The approved plan must eventually be coordinated and filed with the city's emergency department or other appropriate city agencies.

IV. Minimum Insurance and Indemnification Requirements

The selected firm will be required to comply with all insurance and license requirement of the City.

Comprehensive General Liability

	Bodily Injury	Property Damage
Premises and Operations	\$1,000,000/per occurrence \$2,000,000/aggregate	\$1,000,000/per occurrence \$2,000,000/aggregate

*COI should name the City as an additional insured.

Comprehensive Automobile Liability

Automobile Liability	Combined Single Limit non-Split Limits Bodily injury per person: \$500,000 Owned and hired car) BI per occurrence: \$1,000,000	\$1,000,000 (includes owner,
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Property Damage: \$500,000

Workers' Compensation

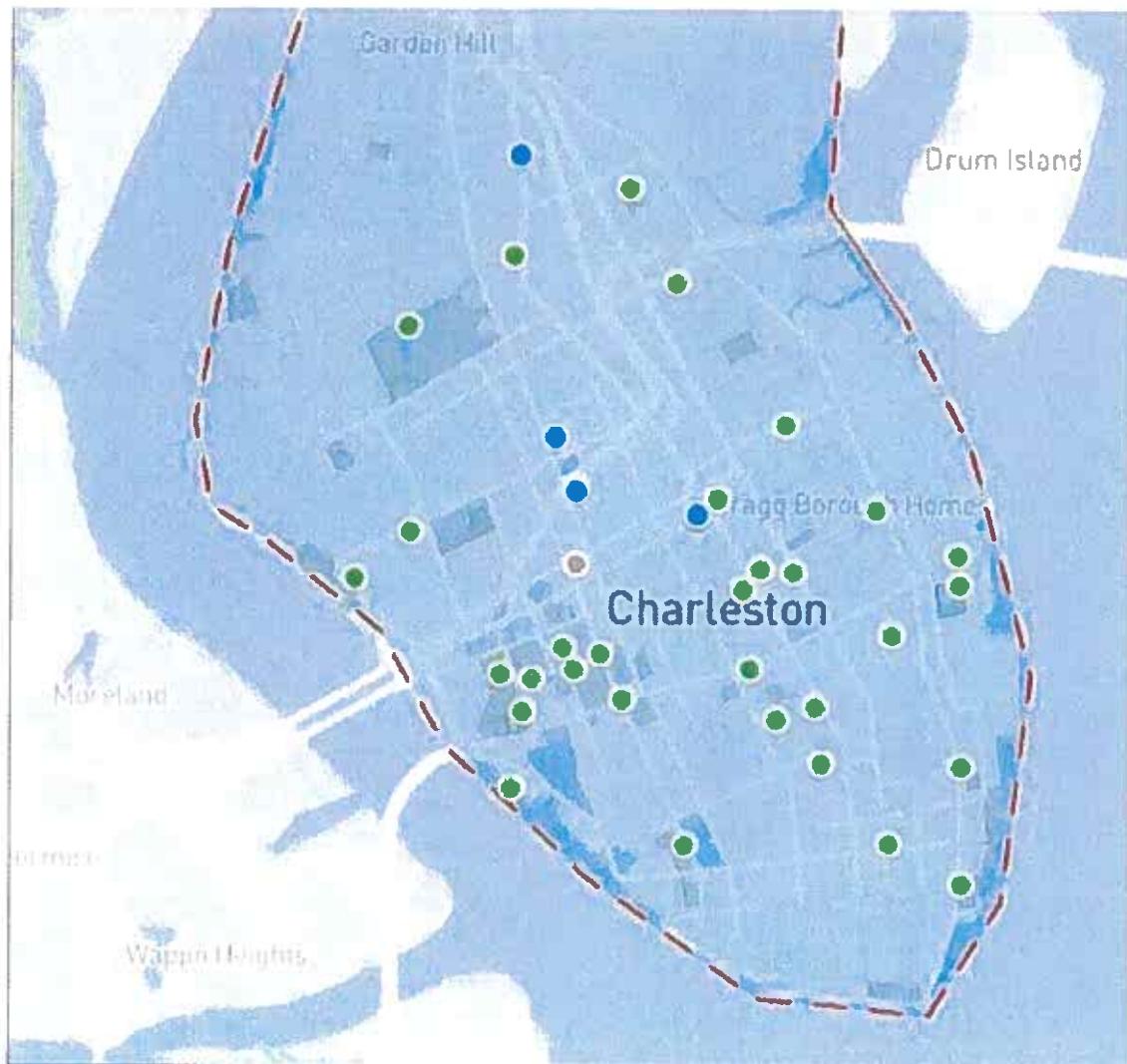
Must fulfill the statutory requirements and provide a waiver of subrogation against City, its officers, officials, employees, agents and representatives

Employers' Liability

\$500,000/\$500,000/\$500,000

ATTACHMENT A

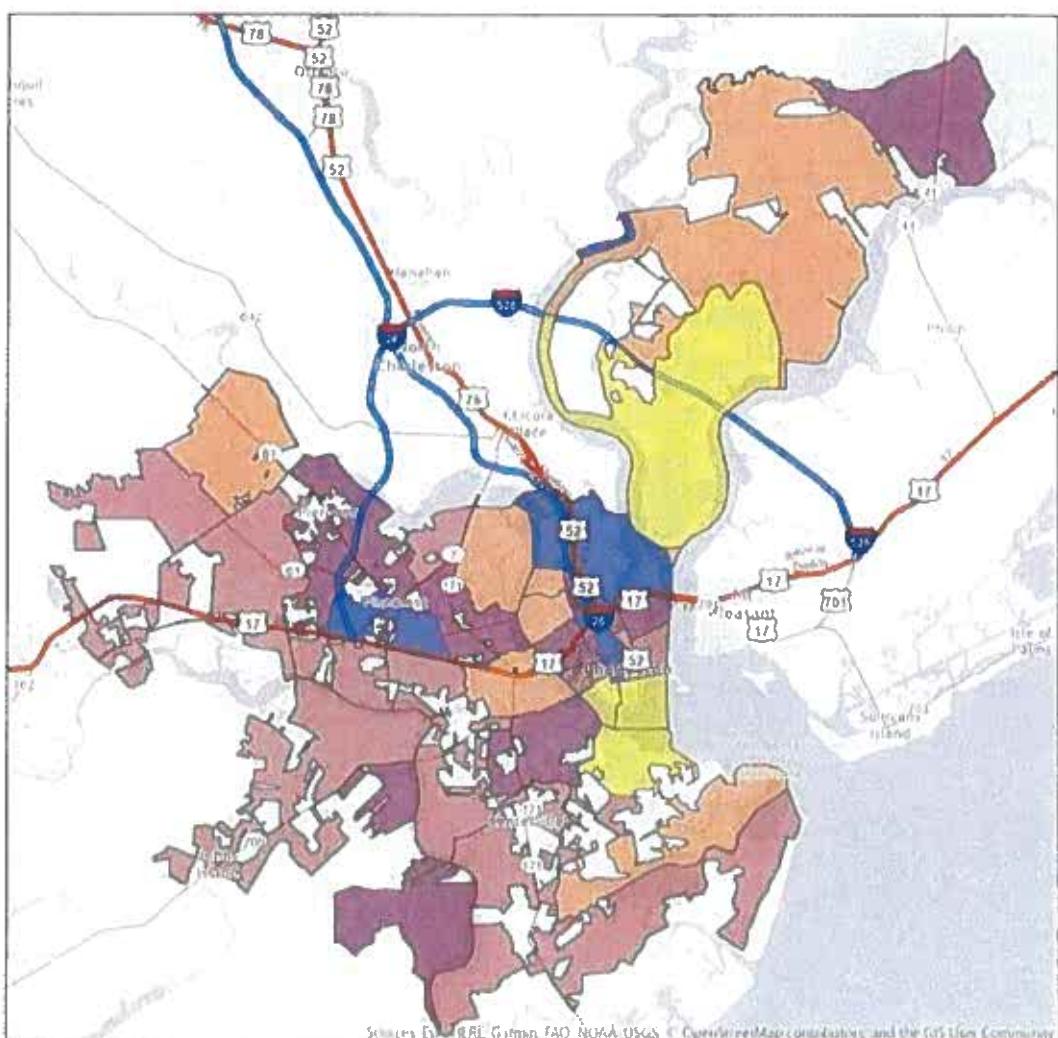
Map



ATTACHMENT B

Charleston Median Household Income

Map 2.7: Median Household Income



Charleston, South Carolina

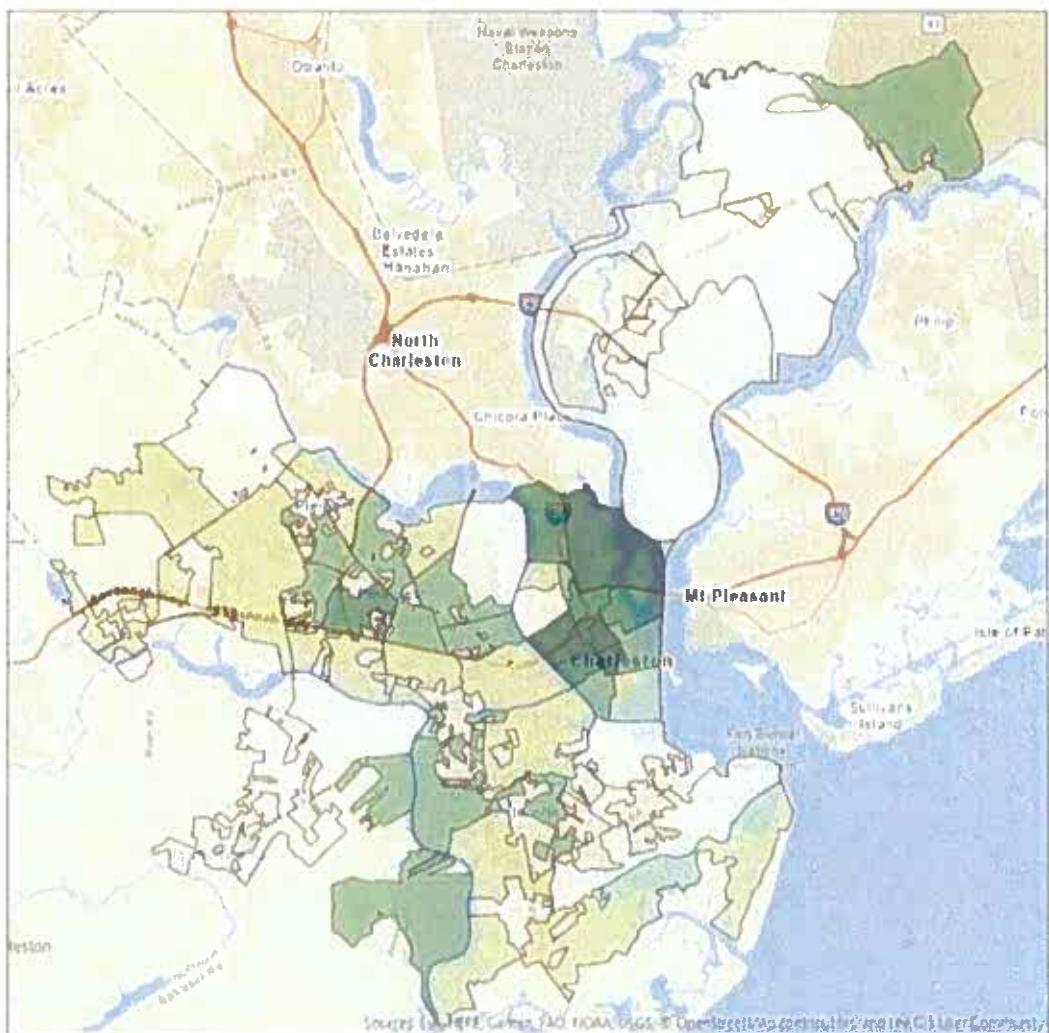
Median Household Income

■	≤ \$32,697
■	\$32,697 - \$59,967
■	\$59,967 - \$79,051
■	\$79,051 - \$102,137
■	\$102,137 - \$148,359



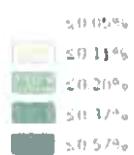
0 0.5 1 2 3 4 Miles

Median Household Income, 2014 - 2018



Charleston, South Carolina

Percent Poverty



0.05 1 2 3 4 Miles

Percent Living in Poverty, 2014 -2018

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
 Yes No
2. Did you sign the Certificate of Familiarity form?
 Yes No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
 Yes No
4. Did you sign the applicable Affidavit?
 Yes No
5. Did you mark your "Original" Proposal and provide the required # of copies if requested?
 Yes No
6. Did you complete and include all pricing sheets if provided?
 Yes No
7. Did you include the required references?
 Yes No
8. Did you provide a copy of insurance and all other documentation requested if requested?
 Yes No
9. Did you include and sign any addenda if applicable?
 Yes No
10. Did you double check to make sure you have included everything that was requested?
 Yes No

If you have any concerns, **please** do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the proposal **carefully**.

This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

***City of Charleston
Procurement Division***
75 Calhoun Street, Suite 3500
Charleston, SC 29401



ADDENDUM #1 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: July 20, 2021
TO: All Bidders
FROM: Robin B. Robinson
RE: 21-P023R – Charleston Bike Share Program RFP

The addendum #1 Q&A to the solicitation is being made for the following reasons:

Q-1 Is an operator required to deploy pedal bikes?

A-1 The City of Charleston is committed to the use of both pedal bikes and pedal assist/e-bikes in the fleet.

Q-2 Is it possible for a vendor to deploy a fleet solely consisting of e-bikes?

A-2 The transition to a full e-bike fleet in the future can be determined together by the city, chosen vendor and sponsors; however, understanding the city of Charleston today and how to make progress, transition into micromobility needs both diligence and discretion.

Q-3 It is mentioned that the City wishes to have a minimum of 500 bicycles deployed. Yet, in the SLA, it is indicated that 75% of the fleet should be active. Should we consider 75% of 500 bicycles (375 bicycles on the road) or 500 bicycles is already considered in the 75% (667 bikes in total)?

A-3 The city of Charleston previously only had a fleet of 250 bikes that were docked on the peninsula. With the goal of launching the system with the selected vendor, with stations both on and off the peninsula, we expect there to be a need for at least 500 units to meet that expansion need. We welcome the expertise of the vendor in suggesting a greater number based on the RFP information provided. Ultimately, the city would like to see 75% of the fleet active no matter the total number of units.

Q-4 What is the current revenue from usership?

A-4 The City of Charleston does not receive revenue from the existing system.

Q-5 What is the current contract between sponsor and Gotcha (sponsorship per bike) in order for the new provider to discuss a sponsorship?

A-5 MUSC has remained an integral partner in the formation of the RFP and intends to continue to participate as a sponsor. MUSC has been very clear that their participation is uniquely attached to the city's participation. In addition, they expect to be able to have a separate sponsorship agreement and do not intend to be the only sponsor. Both the city and MUSC want to be confident in the ability of the vendor to bring other sponsorships to the table.

Q-6 How many docks in total is the City looking for?

A-6 Please refer to the RFP on the existing locations on the peninsula and possible expansion locations off the peninsula.

Q-7 Will there be any type of pre-proposal conference or mandatory participation or intent to submit? I didn't see anything in the RFP, but I wanted to clarify.

A-7 There will not be a pre-proposal meeting of any sort.

Q-8 What is the City's anticipated timeline to select a vendor, award the vendor and finalize the contract? I know the submission date is August 17th and the current contract expires November 2021, but beyond that and furthermore, does the City have a desired launch date for the new program.

A-8 The current contract expires November 15, 2021. The new program will not be able to launch until November 16, 2021.

Q-9 Will any preference be given to locally headquartered companies?

A-9 The city of Charleston welcomes proposals from vendors that meet and/or exceed the criteria. We will review the communications strategy as well as the vendor's proposal for being an integral part of the Charleston community.

Q-10 The RFP states that the City is seeking a vendor who can expand the bike share program beyond the peninsula does this include the locations in West Ashley, Daniel Island and James Island listed on p. 32? Will those locations require additional contracts? Or site planning and DRC approvals as they are within municipal boundaries?

A-10 The City would like to launch the system with all new City of Charleston locations included. The vendor selection committee will include DRC members to review design, locations, and implementation.

Q-11 I happened to be intimately involved in the design, planning and launch of the “Holy Spokes” program as I was the Manager of the bike share program. So, I have some unique context and knowledge that has generated some very specific questions. I understand that you may or may not be able to answer those.

A-11 All questions needed to be submitted by 1:00pm on July 13, 2021.

Q-12 I understand that the unique branding of the bikes is of value and has been approved. Is it the City’s desire to retain the color, logos and design of the existing program as much as possible? Meaning haint blue “Holy Spokes” bikes with MUSC logos placed upon them? Same question for the signage panels?

A-12 Yes, the City of Charleston would like to retain the color and branding as much as possible. We understand that technology both for the bikes, docking/pay stations has improved over the years and welcome that input.

Q-13 Given the City’s desire for a seamless transition, is the City also hoping to retain the lock-to, station-based model of the existing program? If so, is the desire to maintain the existing 27 stations as they have already been approved and have been there since launch or do they prefer to change those locations?

A-13 The City does not own the existing infrastructure in place; however, our goal is to make sure that there is no gap in service to our residents, commuters, and visitors.

Q-14 It is clear that the City is interested in expanding off of the peninsula by the RFP language; however, I wanted to clarify if the 500 bike minimum requirement is upon launch or upon successful expansion of the existing service area? In short, is the City hoping the vendors to provide our approach to that expansion and to add 250 more bikes along with it OR is the City hoping that 500 bikes will be available in the current/existing service area that is confined to the peninsula? What is the City’s goal/timeline to complete the additional locations (listed on p.32) and siting/DRC approvals for those? Would a phased implementation be amenable to allow for the site planning and approval processes for those additional locations? Or is the City expecting that the vendor launch 500 bikes immediately initially downtown in the already existing area and at those already existing stations?

A-14 The City expects to launch the system both downtown and off the peninsula simultaneously. This includes the increase in bikes. We welcome input on the process and phasing to ensure the launch is seamless.

Q-15 We want to provide a concise and achievable timeline for implementation here but hopefully you can understand that all of the above impact what that timeline may look like just contingent on approvals, siting and equipment.

A-15 Thanks. The City shares this sentiment.

Q-16 Will MUSC still be participating as a title sponsor to the program? Is this sponsorship guaranteed for the vendor upon award of a contract with the City?

A-16 MUSC has remained an integral partner in the formation of the RFP and intends to continue to participate as a sponsor. MUSC has been very clear that their participation is uniquely attached to the City's participation. In addition, they expect to be able to have a separate sponsorship agreement and do not intend to be the only sponsor. Both the City and MUSC want to be confident in the ability of the vendor to bring other sponsorships to the table.

Q-17 Will the funding structure/payment terms look the same or will they be different given the additional 250 bikes and the inclusion of electric-assist bicycles in the fleet as well as the off-peninsula expansion?

A-17 Per the RFP, the City will not be participating financially in the introduction of the system. We are partnered with a title sponsor and expect the vendor to be able to bring additional sponsors that will through a separate sponsorship agreement determine the terms.

Q-18 We understand that you may not be able to provide a certain level of detail here but as Blue Duck is thinking about our approach, we want to be sure that we understand the agreements that we may be entering into so we can recommend the best plan for a seamless transition of the bike share program?

A-18 Per the RFP, the City will not be participating financially in the introduction of the system. We are partnered with a title sponsor and expect the vendor to be able to bring additional sponsors that will through a separate sponsorship agreement determine the terms.

Q-19 We know the RFP states that the vendor is to provide a recommendation on the mix of pedal bikes and e-bikes? Does the City or title sponsor any preference on the amounts of each type?

A-19 The existing program has shown a significant amount of use across our bridgeways and along trails. In addition, there are several major bike and pedestrian projects moving forward that will unlock the bike and pedestrian system throughout the City. This expansion has gone beyond the peninsula and the City of Charleston wants to acknowledge that with expanded, reliable, and easy-to-use service. The introduction of pedal-assist/e-bikes creates a more reliable service especially for areas off the peninsula so that introduction is crucial.

Q-20 The Criteria Factors listed on pg. 30 – do not correspond with the Scope of Work (starting on pg. 31) directly.

Specifically:

- “*Pre-Launch*” and *B. Pre-Launch Elements* (pg. 32). The discrepancies are that the Scope of Work includes “*Site Planning*” and “*Design Review Committee*”
- “*Operational*” and *C. Operational Elements* (pg. 36). The discrepancies are that the Scope of Work includes “*Data Sharing and Reports*” and “*Open Data*”

Does the City want these to be addressed in the preceding sections (i.e. data addressed in launch plan) or called out in their own specific sections?

A-20 Information should be provided in your proposal in a clear manner.

Q-21 Is proof of insurance required to be submitted with the proposal or upon award of contract? The language appears to read upon award, but I wanted to be sure we did not need to mail COI's with the proposal submission. If required with submission of proposal, please specify/clarify those instructions. If not required with submission of proposal, please let us know how the City is requiring/expecting the vendors to demonstrate proof of insurance (i.e. if it needs to be explicitly stated that we comply in our proposal?)

A-21 Proof of your COI is required to be submitted with your proposal.

Q-22 Do the 10 supplemental pages include required forms (i.e. certificate of familiarity) or is this reserved for vendor-specific content (i.e. bike spec page)? If it is reserved for vendor-specific content, does the City prefer that these 10 supplemental pages are included in the appendix as “supplemental information”?

A-22 This does not include the required forms. Submitting them in a separate appendix is acceptable.

Q-23 Are the title and section pages included in the maximum page count?

A-23 No, they are not.

Q-24 Are there any “pricing sheets” required? (ref Vendor's Checklist), or is the vendor expected to submit the proposal for the pricing in the RFP and then work with the City to finalize upon award if awarded?

A-24 Please refer to page 29 letter b at the top of the page. Once a vendor is selected, any details to include pricing may be negotiated.

b) Technical and Price proposals should be submitted together in one box/mailing container; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal. Please do not waste envelopes putting each copy of the proposal in a separate envelope.

Q-25 Our plan is to submit our proposal via email as well as to hand-deliver in person. Can you confirm that we deliver the proposal to this office and that we will ask for Mrs. Robinson upon arrival?

City of Charleston, Procurement Division, 75 Calhoun St., Ste. 3500, Charleston, SC 29401

A-25 We will not accept any proposals via email. You will deliver your proposals to the Procurement Office at 75 Calhoun Street, Ste. 3500. Anyone can help you, when you arrive. Please do not be late.

Q-26 Would the City be open to a proposal of only e-bikes (and no pedal bikes)?

A-26 The transition to a full e-bike fleet in the future can be determined together by the City, chosen vendor and sponsors; however, understanding the City of Charleston today and how to make progress, transition into micromobility needs both diligence and discretion.

Q-27 Would the City be open to a starting fleet of less than 500 bicycles?

A-27 The City is determined to expand the existing fleet to better accommodate potential areas off the peninsula (possible locations shown in the RFP). Any vendor submitting needs to showcase their ability to meet this objective.

Q-28 Do the local universities, such as MUSC and the College of Charleston, currently permit the existing operator's vehicles to be deployed and/or ridden on their campuses?

A-28 Yes

Q-29 Are there any expected changes to serving the universities as part of this new program?

A-29 We welcome best practices that enhance the partnership with stakeholders that would utilize the system.

Q-30 Are the universities involved in the selection process in any way?

A-30 No

Q-31 Does the City or the existing operator own the currently installed parking racks? Will they remain as part of the program transmission for use by the next operator?

A-31 The City does not own the existing infrastructure in place; however, our goal is to make sure that there is no gap in service to our residents, commuters, and visitors.

Q-32 Can you give us more details about the nature or history of the existing relationship between the current operator and the title sponsor or any other sponsors?

A-32 MUSC has remained an integral partner in the formation of the RFP and intends to continue to participate as a sponsor. MUSC has been very clear that their participation is uniquely attached to the City's participation. In addition, they expect to be able to have a separate sponsorship agreement and do not intend to be the only sponsor. Both the City and MUSC want to be confident in the ability of the vendor to bring other sponsorships to the table.

Q-33 Are the sponsor relationships in any way negotiated, managed, or overseen by the City?

A-33 Per the RFP, the City will not be participating financially in the introduction of the system. We are closely partnered with a title sponsor and expect the vendor to be able to bring additional sponsors that will through a separate sponsorship agreement determine the terms.

Q-34 Section B.1 System Design states: “ The City requires the Contractor to provide a smart bike system, meaning all transactions, payment, reservations, unlocking and locking capabilities should be provided on the bicycle...”

Is the City open to a proposal where payment, reservations, etc., are completed via a mobile phone, which communicates with the bicycle through Bluetooth or our network, or is the expectation that all hardware and software for the entire rental process be contained within the physical bicycle, requiring no other devices for service?

A-34 The City understands that technology both for the bikes, docking/pay stations has improved over the years and welcome that input.

Q-35 Can you share more about your expected launch timelines with the new system?

A-35 Our goal is to make sure that there is no gap in service to our residents, commuters, and visitors. The existing contract ends in November 2021.

Q-36 What is the plan for the existing “Holy Spokes” bikes and brand moving forward? Is some of the existing hardware including stations available for use with the new system?

A-36 The City of Charleston would like to retain the color and branding as much as possible. We understand that technology both for the bikes, docking/pay stations has improved over the years and welcome that input.

Q-37 Would the City of Charleston consider permitting an email submission instead of physical copies?

A-37 No, the City will not accept an email submission of the RFP.

Q-38 **Can the City clarify why throttle e-bikes are prohibited in this solicitation? If throttle e-bikes are not permitted in this solicitation, what is the City's timeline for permitting other shared micromobility options, like throttle e-bikes? When the City does not permit throttle e-bikes will it be a new solicitation process or will the existing Contractor be allowed to amend their contract to add these vehicles types without a new solicitation process?**

A-38 The City of Charleston is adhering to the state code SECTION 56-1-10(29).

Q-39 **What is the City's timeline for permitting e-scooters? Similar to the question above, how will the solicitation process work when e-scooters are permitted?**

A-39 Charleston City Council prohibited scooter share. That elected body would have to reverse their vote to allow the use in a micromobility program.

Q-40 **What are the City's parking expectations, is the City open to a dockless program? Does the City wish to maintain a similar parking approach as the current program (out of hub fees for parking not within a marked parking hub)? Does this program require the new operator to use the existing parking infrastructure from the current program?**

A-40 The City of Charleston would like to keep a docking system. The City does not own the existing infrastructure in place; however, our goal is to make sure that there is no gap in service to our residents, commuters, and visitors.

Q-41 **Is the Medical University of South Carolina the current bike share program title sponsor that the City wants the new provider to continue a relationship with?**

A-41 MUSC has remained an integral partner in the formation of the RFP and intends to continue to participate as a sponsor. MUSC has been very clear that their participation is uniquely attached to the City's participation. In addition, they expect to be able to have a separate sponsorship agreement and do not intend to be the only sponsor. Both the City and MUSC want to be confident in the ability of the vendor to bring other sponsorships to the table.

Q-42 **Is having a sponsor(s) of the bike share program a requirement, even if the new operator can be financially sustainable without sponsorship or financial support from the City? Can the City clarify what the exact requirements are for creating and maintaining sponsorship partners?**

A-42 We welcome the review of other operations that are financially sustainable without sponsorship or financial support from the City

Q-43 **Is it a requirement to allow users to reserve bikes ahead of time?**

A-43 We understand that technology both for the bikes, docking/pay stations has improved over the years and welcome that input.

Q-44 What is the City's expected launch date for this program?

A-44 Our goal is to make sure that there is no gap in service to our residents, commuters, and visitors. The existing contract ends in November 2021.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

Date

Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- C. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.
 - 4. **ERRORS & OMISSIONS LIABILITY:** \$2,000,000 per claim/\$2,000,000 aggregate limit.

Contractor shall obtain and maintain errors & omissions liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the errors & omissions liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and
- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

3. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds via blanket endorsement as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be added as an additional insured via blanket endorsement under the Contractor's general liability policy. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

4. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require proof of all required insurance policies, at any time.

Required proof should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

EXHIBIT D



CHARLESTON, SC | AUGUST 13, 2021

Response to the RFP Charleston Bike Share Program, 21-P023R





The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 21-P023R **Proposals will be received until:** August 17, 2021 @ 12:00pm

Proposal Title: Charleston Bike Share Program

Mailing Date: June 24, 2021 **Direct Inquiries to:** Robin B. Robinson

Vendor Name: Neutron Holdings Inc., d/b/a Lime **FEIN/SS#:** 81-4870517

Vendor Address: 85 2nd Street, First Floor

City – State – Zip: San Francisco, CA 94105

Telephone Number: 888-546-3345 **Fax Number:**

Minority or Women Owned Business:

Are you a certified Minority or Women-Owned business in the State of South Carolina? Yes No
If so, please provide a copy of your certificate with your response

Authorized Signature:  **Title:** General Manager

Date: 8/13/21

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Charleston Bike Share Program**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Proposal Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.
4. Questions regarding this solicitation **must be submitted in writing to Gary Cooper or Robin Barrett Robinson no later than 1:00pm on July 13, 2021**. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett Robinson, robinsonr@charleston-sc.gov.

Proposal Number: 21-P023R **Proposals will be received until:** August 17, 2021 @ 12:00pm

Proposal Title: Charleston Bike Share Program

Mailing Date: June 24, 2021 **Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.



Authorized Signature

Neutron Holdings Inc., d/b/a Lime

Company Name

As registered with the IRS

85 2nd Street, First Floor

Correspondence Address

San Francisco, CA 94105

City, State, Zip

support@li.me

Email

CJ Shaw

Printed Name

General Manager

Title

704-507-1328

Telephone Number/Toll Free Also (If Available)

n/a

Fax Number

8/13/21

Date

Lime does not currently operate in SC

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

Yes No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions

Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.
 - Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**
AND
 - Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**
OR
 - Affidavit C – Intent to Perform Contract with Own Workforce**, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Neutron Holdings Inc., d/b/a Lime


Signature
CJ Shaw

8/13/21

Date

General Manager

Title

Print Name

Tim Barnett

Witness

AFFIDAVIT C

City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

Affidavit of Newton Holdings Inc. d/b/a Lime
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
21-POZ3R Charleston Bike Share Program contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 8/12/21 Name of Authorized Officer (Print/Type): C. J. Shaw

Signature: 

Title: General Manager - US Southeast

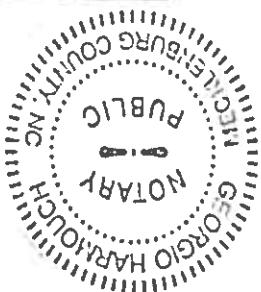
Sworn to before me this 12 day of Aug, 2021
Notary Public for the State of NC

My Commission Expires MY COMMISSION EXPIRES JANUARY 28, 2025
Print Name: GEOORGIO HARMOUCH

Phone Number: 704 841 1062

Address: 10020 MONROE RD, STE 120

Notary Seal:



References

Provide at least five (5) references, preferable for work assignments that are similar in type, scope, size and/or value to the work sought by this RFP and within the last five (5) years.

<p>Name: <u>Liz Babson, Director of Transportation, City of Charlotte, NC DOT</u></p> <p>Address: <u>600 E. 4th St.</u> <u>Charlotte, NC 28202</u></p> <p>Phone/Fax: <u>704-336-4119</u></p> <p>Email: <u>ebabson@ci.charlotte.nc.us</u></p>
<p>Name: <u>Billy Fields, Director, City of Nashville, TN Transportation Licensing Commission</u></p> <p>Address: <u>939 Dr Richard G Adams Dr.</u> <u>Nashville, TN 37207</u></p> <p>Phone/Fax: <u>615-862-6777</u></p> <p>Email: <u>billy.fields@nashville.gov</u></p>
<p>Name: <u>Barbara Godwin, Mobility Coordinator, City of Raleigh, NC DOT</u></p> <p>Address: <u>222 W. Hargett St.</u> <u>Raleigh, NC 27602</u></p> <p>Phone/Fax: <u>919-996-2504</u></p> <p>Email: <u>barbara.godwin@raleigh.nc</u></p>
<p>Name: <u>Evandro Santos, Transportation Strategic Planner, City of Norfolk, VA DOT</u></p> <p>Address: <u>810 Union St.</u> <u>Norfolk, VA 23510</u></p> <p>Phone/Fax: <u>757-381-5636</u></p> <p>Email: <u>evandro.santos@norfolk.gov</u></p>
<p>Name: <u>Sharada Strasmore, Shared Micromobility Planner, City of Washington, DC</u></p> <p>Address: <u>250 M Street, SE</u> <u>Washington, DC 20003</u></p> <p>Phone/Fax: <u>202-497-4709</u></p> <p>Email: <u>sharada.strasmore@dc.gov</u></p>



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Appendix

35



Neutron Holdings, Inc.
dba Lime
85 2nd St., First Floor
San Francisco, CA 94105

August 18, 2021

Dear Robin B. Robinson,

Lime is pleased to submit a response to the City of Charleston for a self-sustaining, turn key bikeshare program. We look forward to developing a collaborative partnership with the City built on a foundation of safety, sustainability, proactive problem-solving, trust, and responsiveness. At Lime, our mission is to provide first- and last-mile transportation solutions, helping people seamlessly move throughout their neighborhoods and across the community to meet their daily needs. We believe our years of experience in more than 200 cities worldwide enables us to offer the the Charleston unique value including:

A low-impact, context-sensitive parking strategy designed to seamlessly integrate with Charleston's unique cultural and historic aesthetic.

A commitment to equitable mobility driven by best practices Leveraging a combination of industry leading technology, proven incentive programs and outreach strategies to engage those who stand to benefit most from micromobility.

A safe, orderly bikeshare system tailored to Charleston's transportation system. Our state-of-the-art GPS and geofencing technology allows us to design a customized micromobility network for the City. Paired with incentives like ride credits for combining Lime vehicles with transit, and a series of proven engagement strategies, we can ensure that Charleston's bikeshare program is orderly, well-maintained, and used properly in accordance with the City's local laws.

Having recently completed our 250 millionth ride, Lime is the most qualified company to serve the residents of and visitors to Charleston. The following proposal provides details on the innovative technology, state of the art vehicles, informed operations plan, and local engagement strategies tailored to meet the needs of Charleston residents and visitors.

We look forward to the opportunity to use our proven experience and new innovations to help the City achieve more of your mobility and sustainability goals in 2021.

Warmly,

CJ Shaw
Regional General Manager



B: Pre-Launch Elements

B.1: System Design

B.1.a: The City requires the Contractor to provide a smart bike system...

Lime will provide a smart bike system, with all mechanical features (like locking and unlocking) provided on the bicycle. The use of these features is controlled by our app or through our "text-to-unlock" feature.¹ Riders reserve and pay for Lime's e-bikes through our app, or via our text to unlock feature. Setting up an account is an easy process taking less than 90 seconds:

1. Open the Lime App
2. Sign in with Apple or Select "More Options" at the bottom of the screen
3. Sign up with either an email OR phone number
4. Confirm account with the code sent to the user's email or phone
5. Add payment info (rider is not charged until they take a ride)

Lime's app also enables riders to reserve an e-bike for up to 10 minutes and to pause their ride if they want to make a stop. Both of these features help riders feel confident in Lime's reliability and availability.

The rider is able to use the Lime app or "text-to-unlock" to either lock or unlock the vehicle. Once the account is set up, the rider scans the on-bike QR code with their mobile phone's camera which sends a signal to unlock and start the vehicle. For text-to-unlock, the rider texts the vehicle QR code to our Customer Service Center which unlocks the vehicle remotely.

B.1.b: The successful respondent will describe their plan for expanding the system beyond boundaries shown in Attachment A, including the process for siting additional hubs (if part of the system) and a proposal for the ideal system size and service area.

Lime proposes an initial operating zone encompassing all of the suggested expansion areas. Our years of experience in similarly scaled markets like Mobile (AL), Greenbay (WI), Hartford (CT), and Lafayette (LA) give us confidence in our ability to safely and effectively provide micromobility service in this area with our proposed fleet of 500 e-bikes (see section B.1.c).

We have divided Charleston's service area into six deployment zones, and recommended fleet distribution for each area as described in the table below. With permission we will also extend our deployment to Daniel Island. Finally, Lime will maintain 12% of our fleet in Charleston's designated Equity Zones at all times

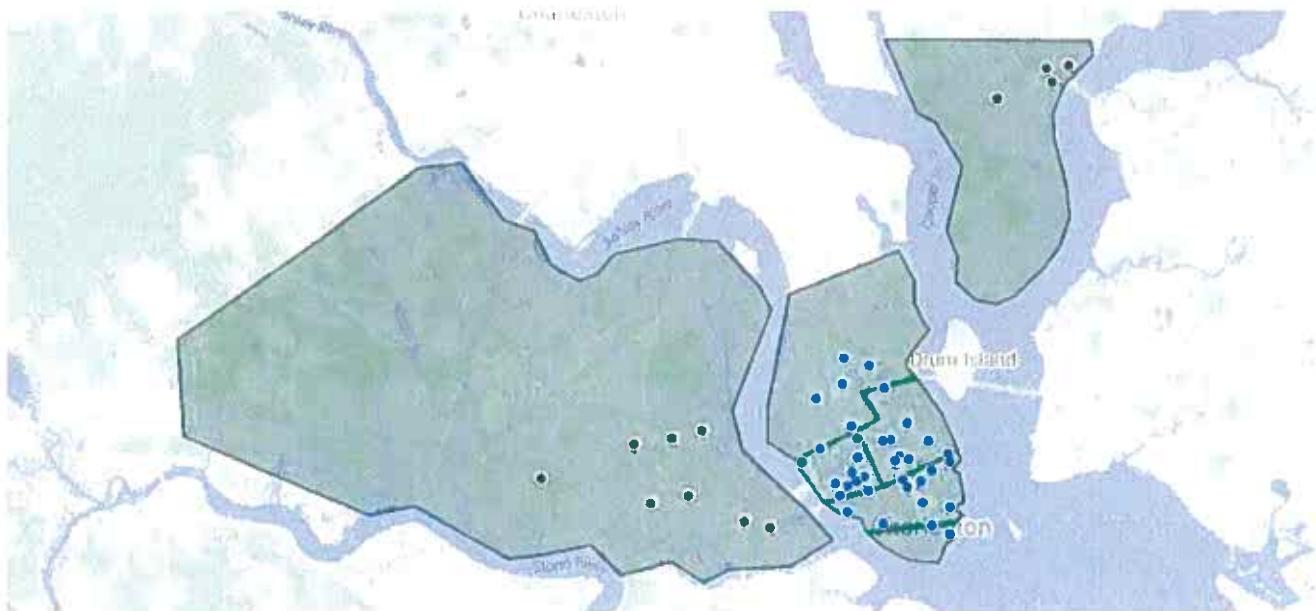
Deployment Zone	Fleet Distribution
South of Broad	50
North of Broad	100
Medical Complex	75
Eastside	100
The Citadel/Hampton Park/Wagener Terrace/North Central/East Central - 100	100
West Ashley	75

¹For those without smartphones, Lime offers texting functionality to lock, unlock, and access account features. In addition to this standard reservation and payment process, Lime also offers a variety of equity options that will enable all Charlestonians to take advantage of micromobility. (see section B.5)



Process for Siting Additional Hubs

Lime's process for siting additional hubs balances two key elements: 1) allowing for easy access to vehicles and 2) maintaining a tidy fleet. To accomplish this, Lime will use our industry-leading geofencing to create hubs in high density locations, with destination parking throughout the rest of the City. Details of our geofencing technology are included in Appendix G.



More specifically:

- To the extent possible, Lime will reuse the existing bike share parking hubs and existing bike racks as preferred parking corrals. If needed, Lime will add new bike racks and signage.
- Lime will create designated "Lime Grove" preferred parking corrals at the locations listed in B.1b (identified in blue in the map above) and those locations Lime has identified for additional parking (in green in the map above).
- Throughout the rest of the Service Area, riders will be required to lock their vehicles to a bike rack or other permitted infrastructure. Each Lime vehicle is equipped with a LimeLock, which enables the vehicle to be tethered to fixed structures.

To encourage riders to park within the preferred parking corrals, Lime will provide riders with \$1 in Lime credit when they end their ride within one of the preferred parking corrals.

In addition, Lime will partner and work with local businesses and the Historic Preservation League to identify and create "Lime Hubs" especially in highly desirable areas on King Street. We will also partner with private property companies such as Hotels to offer Lime bikes to their visitors such as the Marion Hotel, the Dewberry and Hotel Bennett. The Lime Hub program consists of virtual, geofenced preferred parking locations that helps the local economy, ensures orderly vehicle parking on commercial corridors, and maintains a well-charged fleet. These hubs can be digital only (displayed in the app) or we can install sidewalk decals to identify them, if requested and with the permission of the City.

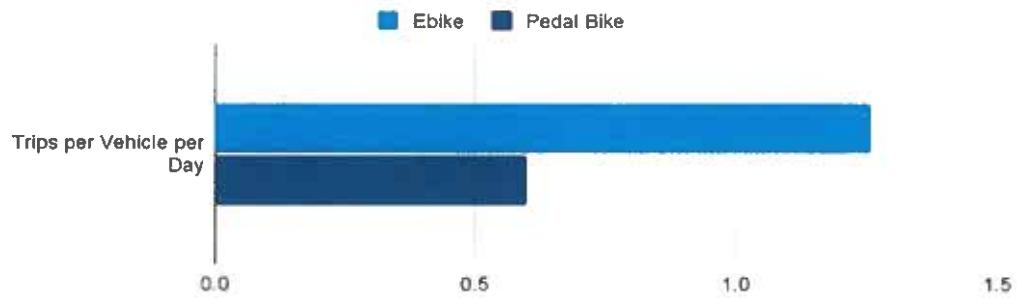
B.1.c: The City requires that the Contractor provide a minimum of 500 bicycles in operation (available for rental) at all times, and that the bicycles are a mix of standard pedal and e-assist bikes without a throttle; e-bikes with a throttle are prohibited. Contractors are encouraged to propose their preferred mix of standard pedal and e-assist bikes.

As the leading provider of micromobility, every day Lime operates more than 15,000 of our award-winning e-bikes in 28 cities worldwide. For Charleston, Lime is proposing a fleet of 500 of our Gen 2 (class 1/pedal assist) e-bikes to meet the unique mobility needs of Charleston residents and visitors. Since the introduction of e-bikes into our fleet, our data has consistently shown us that e-bike utilization far outpaces pedal bikes. Per the chart below, in 2018/19 we found that



global e-bike trips per vehicle per day were more than double that of manual pedal bikes. As a result, we made the decision to convert our fleet e-bikes exclusively.

Global E-Bike Trips per Vehicle Per Day: 2018-2019



Our e-bikes are designed in-house by our 100+ person design and engineering team, giving us full control over the development process; we also oversee the quality of manufacturing on site through our Center of Excellence in China.

Lime E-Bike

Robust electric pedal assist bike for everyday travel.



Lime's e-bike was awarded the Transportation Award at the 2018 Core77 Design Awards, a highly competitive design competition that champions the principles of quality, inclusivity, innovation and design excellence. It was also nominated for the 2019 Beazley Designs of the Year, an annual award and exhibition run by London's Design Museum.



Our e-bike is equipped with the latest safety and comfort features:

- LimeLocks enabling the e-bikes to be locked like standard bicycles to bike racks and other permitted street furniture, preventing tip-overs and keeping rights-of-way clear
- Electric pedal assist to power long rides or uphill climbs with ease
- Real time GPS to manage rider behavior through geofenced zones (see Appendix G).
- Built-in, retractable smartphone mount for route guidance with journey apps like Google Maps and Citymapper
- Display and control panel, including on-bike battery charge indicator
- Three speeds to match pedal cadence to road speed
- High visibility fluorescent paint and auto-reflective logos on both sides and on the front basket, helping to make the e-bike more visible when riding at night
- Clearly visible unique device identification numbers, which we regularly inspect for cleanliness, readability, and tampering. Riders and the general public may use this number to easily identify devices when issuing complaints
- Bicycle speed governor that can be employed over-the-air (OTA) to reduce speeds within geofenced areas
- Anti-theft design to counter theft and vandalism, with minimised number of exposed screws, cables, and removable components in the bicycle frame and added features to make the batteries harder to steal. Additionally, if the e-bike's integrated cable lock is cut or otherwise broken, the rear wheel remains locked and prevents the e-bike from being ridden away.

Should the City wish to extend its multimodal options beyond our proposed e-bike, the Lime platform seamlessly supports a variety of other vehicles including e-scooters, our library of adaptive vehicles (see section B.1.d), our brand new Citra seated scooter, and electric mopeds. Additional information on each of these modes are available upon request.

B.1.d: Contractors are asked to describe their experience and capabilities regarding adaptive bicycles.

In addition to our Gen 2 e-bike fleet, Lime will bring our Lime Able program and library of adaptive vehicles to Charleston. Lime was the first micromobility company in the world to introduce adaptive vehicles² in partnership with the City of Oakland and local disability organizations in 2019, and we have since expanded the program to Chicago, New York, Denver, and Washington DC. For Charleston, we will partner closely with the Disabilities Board of Charleston County in designing and implementing our Lime Able program.

Depending on the Disabilities Board's recommendations, our Lime Able vehicles are likely to include an adult tricycle, recumbent bike, and hand cycle, and other types of adaptive vehicles.

Lime uses an on-demand delivery model for our adaptive vehicles. For users that have unique mobility needs, accessing vehicles in the public right-of-way may be challenging, and the vehicles may be far from their location. To ensure these users have convenient, reliable access to our vehicles, we deliver an adaptive vehicle to the user's location and pick it up after use.

Types of adaptive fleet models



(L-R) Seated Handcycle, Dual seated pedal powered three wheeler, Compact balance stability tricycle

² OakDOT and Lime Launch First-Ever E-scooter Pilot Program Designed for Riders with Disabilities, January 8th, 2020



B.2: Equipment Procurement and Hardware Specifications

B.2.a: The Contractor shall procure (manufacture and/or purchase) and install entire hardware and software for front and back of house operations for the term of the agreement...

Lime provides a "turnkey" micromobility service including installing the entire hardware and software for front and back of house operations for the term of the agreement, all at no cost to the City. If selected, Lime will identify a local warehouse, and work with the Charleston Regional Development Alliance to identify candidates for our local team.

Hardware

As discussed in Sec. B.1 above, Lime will provide 500 of our Gen 2 e-bikes and a library of adaptive bikes to serve Charleston's residents and visitors. Lime will utilize two Dodge Promaster vans and cargo bicycles to carry out deployment, recharging, and rebalancing activities.

On-Street System Components

As discussed in Sec. B.1.b, Lime will work with the City to determine optimal parking solutions in each deployment zone and procure all materials needed to establish and maintain the preferred parking corrals. We will inspect each corral at least weekly, and perform any necessary maintenance.

Supplies and Equipment for Office Management, Maintenance, and Distribution

Lime has developed a suite of custom-designed technology tools for management, maintenance, and distribution of the fleet. There are three primary systems: our Admin Tool, our Operations App, and our Trust and Safety Dashboard.

Admin Tool

Our Admin Tool was developed in-house by Lime to provide powerful fleet management capabilities, enabling us to have 24/7 visibility into Charleston's entire fleet and each individual vehicle. Admin Tool includes thousands of data sets, including:

- Deployment
- Trip start
- Trip end
- Firmware updates
- Messages
- Customers
- Rebalancing
- Retrieval
- Inspection
- Repairs

From Admin Tool's fleet data, we can ensure vehicles are properly distributed throughout the Service Area and not overcrowded, so that all neighborhoods are being served and vehicles are efficiently distributed. Fleetwide data also enables us to perpetually refine our deployment locations in response to daily and seasonal demand, so that we can position vehicles when and where Charleston's residents and visitors need them. At the other end of the spectrum, our Operations Team can view and monitor each specific vehicle, enabling us to troubleshoot issues with individual vehicles and trips.

Operations App

Our proprietary Operations App is used to manage the Operations Team's in-field and in-warehouse activities. The Operations App documents all actions that the Operations Team takes with regard to each individual vehicle, including:

1. **Deployment:** The Operations App shows the hotspot where the vehicle should be deployed and how to deploy the vehicle properly, including address, pictures, the number of vehicles that can be deployed at the location, etc.
2. **Retrieving/Rebalancing:** An Operations Specialist will receive a task through the Operations App if an e-bike needs to be brought back to the warehouse for repair or rebalanced to a different location. The task describes the



action and the level of urgency. After the task is completed, the Operations Specialist resolves the task in the Operations App.

3. **Diagnosis/Repair:** When a vehicle is brought into the warehouse, the entire repair process is documented from beginning to end in the Operations App. The e-bike is checked in, diagnosed using checklists and diagrams in the Operations App, tracked through the repair process, and ultimately cleared for redeployment through the App. As a result, our team has close visibility into the status of the vehicle throughout the repair process to ensure that it is completed properly.

Trust & Safety Dashboard

All safety-related incidents are classified in terms of severity and type. We rank reported safety incidents and complaints by severity and track them from users, non-users, government partners, and stakeholders daily. Our Trust and Safety team actively monitors our Rider Safety Monitoring Dashboard and routinely creates queries to investigate potential patterns that can be identified by searching keywords and descriptions of rider experiences. These queries produce reports that can be further analysed by the local and Central teams to improve Lime's quality assurance protocols.

Licensing

Lime will maintain up-to-date licenses and certifications, including business licenses and vehicle certifications, in accordance with best practices and applicable law. Lime maintains up-to-date licenses to do business as required by each market. Lime's e-bikes meet or exceed U.S. and international industry standards, as demonstrated by our independent hardware certifications included in Appendix A.

Upgrades

Lime updates our "firmware" (on-board vehicle software) through over-the-air updates on a regular cadence. We generally replace our vehicles every two years or as new fleet technology becomes available. Lime is committed to ensuring every vehicle we manufacture and deploy has a long lifespan, and its parts are reused or recycled when it reaches the end of its lifecycle.

Necessary Warranties

Lime warranties that our vehicles are in good condition and fit for service.

B.2.b: Proposals should include detailed information about the proposed hardware

The following table includes specifications for our Gen2 e-bike including dimensions, weight, wheelbase, load capacity, battery specifications and vehicle lifespan.



[Note: our e-bike comes in white/green and red/green liveries]

Dimensions	71.2" in length 44.8" in height
Weight	71.8 lbs
Wheelbase	47.3"
Max Load Capacity	220 lbs
Vehicle Lifespan	5+ Years



Power Source

Lime's e-bike is powered by a 250W electric motor.

Recharge Procedure

When an e-bike's battery charge falls below 20%, AdminTool automatically dispatches an Operations Specialist to swap a drained battery for one with a full charge in the field. In addition to ease of recharging, transporting small batteries instead of bikes, back and forth from our warehouse we reduce fleet maintenance vehicle trips, congestion, and pollution.

Safe Storage Practices

Lime has an ISO 14000 compliant Environmental Health & Safety programme with standard operating process on maintaining and storing batteries, including preparing batteries for storage/disposal, storage materials (polyethylene bags and barrels with CellblockEX, leaving space between each battery), the proper temperature for storage (-20 °C - 40 °C), voltage for long time storage (36V - 38V), and other steps.

All operations team members who handle our high energy batteries complete safety training every six months, including best practices for safe charging, pass several knowledge checks with 100% accuracy, follow the proper safety procedures (covered in the course) and wear the correct personal protective equipment. Best practices for safe charging are posted throughout the warehouse. Our training was created by hazardous material safety consultants and we also keep a companywide training record to track compliance.

Recycling/Disposal of Electrical Components and Batteries

As vehicles reach the end of their lifespan, we achieve nearly 100% landfill diversion with our end of life partners. More than 96% of the material is recycled, and the very small remaining components can be used for waste to energy recovery.

Any waste is first sorted into mixed metals, aluminum, electrical, plastic and batteries. Whenever possible, we seek second-life uses in cases a component is unusable. For example, we have created a partnership with Gomi, a UK-based business that recycles Lime's used battery cells for use in consumer portable speakers or power packs. We fully expect to expand our second-life partners given the success of these initial efforts. Finally, when parts are no longer usable for repair or second-life purposes, we will recycle our product utilizing qualified local partners. The remaining material is disposed of via authorized waste facilities that provide certifications of proper disposal or destruction.

B.2.c: The maximum motor assist speed for Class 1 e-bikes should be no greater than 20mph. The City reserves the right to require vehicle speed restrictions to lower than 15mph either in specific areas or as a general rule for operations.

Lime's e-bike has a maximum pedal assisted speed of 20 MPH. Should the City wish to reduce vehicle speed in specific areas or across the entire deployment area, we can implement a geofenced "slow zone." In slow zones, a rider's speed is automatically and gradually reduced to meet the zone-specific speed limit. (See Appendix G for Geofencing details.)

In Charleston, our goal is to preserve the character of important cultural institutions and historic sites. As part of our initial operations plan, we are recommending the implementation of slow zones in The Boroughs, Harleston Village, the Shopping District, The French Quarter and South of Broad. Lime can quickly implement these and additional slow zones and other geofenced limitations upon request from the City.

B.2.d: The Contractor may be responsible for ensuring Design Review Committee approval of the equipment (see section III.B.4).

Affirmed. Lime will provide any design specifications to DRC upon request.

B.3: Site Planning

The Contractor will be responsible for station site planning. The Contractor may be responsible for ensuring Design Review Committee approval of the stations and associated infrastructure (see section III.B.4).

Affirmed. Lime will provide the City with recommendations for parking corrals throughout each of the deployment zones, and submit a draft site plan to the DRC. Section B.4.a provides details of the solutions we can deploy if selected.



B.4: Design Review Committee

B.4.a: The City of Charleston has a Mayor's Design Review Committee composed of key City staff... This body will be used to review the design of micromobility vehicles and infrastructure used by the selected vendor...

Lime recognizes the importance of Charleston's unique design aesthetic and will work to ensure that Lime's equipment, parking infrastructure, and signage is approved by the DRC.

- Street paint and other physical elements of our proposed parking infrastructure will conform to the City's color and design specifications (see below for an example of a black painted Lime Grove corral).
- Any signage will conform to the City's color and design specifications both in and outside of historic areas.
- Any vendor/sponsor/municipality branding will conform to the simple and elegant design aesthetic, using Charleston's preferred color palette to the extent feasible (for example, dark colors like black and dark green for on vehicle decals are difficult to see at night).

As discussed in Sec. B.1.b, Lime's parking corrals will be equitably distributed throughout the City.

B.4.b: While many locations for micromobility stations have already been vetted (approved by DRC), the City will seek to expand its system through additional locations.



Affirmed. Lime will provide any parking recommendations to the DRC for consideration and approval.

Lime takes a data-driven approach to adding or removing parking locations. As we launch our Charleston service, our proprietary "Hotspot Optimizer" software builds a dataset of user behavior which enables us to identify potential locations which would benefit from additional vehicle parking. We also receive requests for parking locations from local business, land owners and individual stakeholders. Upon receipt of requests for new parking locations, we use our Hotspot Optimizer data to validate the need for those additional parking locations. Should additional parking locations be needed, we will make our data and analysis available to the DRC for approval.

B.4.c: It is essential that vendor flexibility be anticipated and employed throughout the partnership to ensure vehicles and related infrastructure fit properly within the Charleston context.

Lime's goal is to help residents and visitors celebrate all of the unique character of Charleston, not disrupt the streetscape. So, our Lime Grove parking corrals are very light on infrastructure and can be tailored to Charleston's aesthetic. The Lime Groves primarily consist of paint or decals on the pavement in Charleston's recommended colors, a U-rack, and small sign (as pictured in Sec. B.4.a). The additional benefit of this infrastructure-light model is that Lime can easily relocate our Lime Groves to respond to City or private citizen requests or to better serve public demand.

B.5: Pricing Structure

Contractor shall submit a proposed fare and membership structure and briefly describe the rationale. Include any information on discounted memberships...



Lime's proposed standard price in Charleston is \$1 to unlock and \$0.39 per minute. The table below outlines our alternative pricing programs designed to maximize access to our system - especially for low income Charlestonians.

Program	How it Works
Lime Access	70% off our regular fares to people enrolled in any Federal, state, or local subsidy program. To qualify for Lime Access, users simply demonstrate participation in an assistance program. An online application form allows users to upload proof of participation (including discounted utility bills, food stamps/EBT card, and other programs) to qualify. We promote this program via in-app messaging and public outreach.
Zone-Based Pricing	Trips beginning in geofenced Equity Zones will receive a 20% discount of the regular fare.
Lime Pass	<p>Our Unlock Pass is targeted to commuters, while our Day Pass is perfect for visitors and designed to encourage people to take public transit or "park once."</p> <ul style="list-style-type: none"> ◦ \$16.99 Day Pass - One-time purchase makes riding affordable with a flat fee for unlimited 45-minute rides for 24 hours ◦ \$5.99 Unlock Pass - Riders can skip the unlock fee for a month on every ride with a one-time purchase. <p>Lime will partner with CARTA to develop integrated passes that work across bike share and public transit.</p>

ILLUSTRATIVE FARE CHART

Trip Scenario	Cost of Lime Ride (Standard Fare)	Cost of Lime Ride (Lime Access)	Estimated Cost of Rideshare*	Estimated Cost of Using Personal Vehicle**
Gibbes Museum of Art to Hampton Park	\$5.64	\$3.95	\$9.67	\$28/day

B.6: Equity Program

B.6.a: [O]ptions for a user to pay, reserve, unlock, and park a bicycle that do not require a smartphone or credit card, as well as strategies to reach out to populations who would benefit from these options and enroll them in the program.

Lime is committed to providing micromobility access to the unbanked and those without smartphones.

Program	How it Works
Text to Unlock	Dedicated phone number that users can text to automatically unlock vehicles, as well as find out information about their account such as their balance, safety tips, and how to reach our Customer Service department. The rider simply texts "Unlock Bike ######" to our custom Text-to-Ride number and the product unlocks.
Cash Payment	Unbanked individuals or those without credit cards can pre-pay into an account through our partnership with PayNearMe. To complete payment they can visit any of the more than 27,000 participating locations, show their PayNearMe payment code to the clerk, and pay with cash. Riders can also pay with PayPal, which has specific features serving the unbanked, or prepaid debit card which are widely available at drugstores, groceries, and corner stores.



Lime will work with community partners such as Charleston Moves and the Eastside Community Development Corporation to conduct outreach to disadvantaged populations. We will work with these organizations to automatically enroll their clients and members, as we did in the San Francisco case study below.

CASE STUDY | RIDERSHIP ENCOURAGEMENT IN UNDERSERVED COMMUNITIES | SAN FRANCISCO AND WASHINGTON DC

In San Francisco, the city challenged the permitted micromobility companies to enroll one low-income rider for every two e-scooters permitted. Lime worked with community groups to directly qualify and enroll their clients in Lime Access. By directly enrolling their clients, we expanded awareness of the program and removed a step in getting enrolled in Lime Access. As a result, Lime was the only new San Francisco e-scooter provider to substantially exceed the city's goal for low-income program enrollment.

In Washington DC, we marketed our Lime Access low-income program to our riders through in-app messaging and through a targeted online campaign with our Lime Hero partner Building Bridges Across the River ("BBAR"), our Spanish language partner District Bridges, and our transportation partner Washington Areas Bicycling Association ("WABA"). All of these entities provide essential services to low-income communities in Washington's largest "Equity Emphasis Areas." As a result, Lime has been able to increase the number of individuals enrolled in the program; however, more importantly, the percentage of rides that qualifying individuals take has increased to nearly 30% of our overall rides. This has made ridership in equity emphasis areas of the City low-or-no cost. By providing this benefit, Lime has successfully instituted a program of transportation equity in the City.

B.6.b: The Contractor should describe their plan for ensuring bicycle access in Equity Zones

Lime will ensure a minimum of 12% fleet deployment in Charleston's Equity Zones at all times. In addition, we will launch an equity Equity Zone Pilot, where all trips that start in Equity Zones, will be discounted by 20%, regardless if a rider is enrolled in Lime Access.

Zone pricing enables Lime to provide meaningful discounts to riders who reside or work in historically disadvantaged communities without providing documentation to demonstrate need, significantly reducing barriers to participation. We have deployed this same strategy in many cities to provide consistent, equitable service throughout the deployment areas. For example, unlike other operators, we reliably serve all areas of Chicago's 200+ mile service zone, ensuring convenient, affordable, and sustainable mobility for all.



To ensure equitable access, Lime deploys E-Scooters in every neighborhood of Chicago's 200+ mile service area.



B.6.c: The Contractor should describe their proposed Service Level Agreement metrics related to service provided to the Equity Zones listed above...Describe the metric(s), how it might be documented, and why it is a reliable indicator of whether or not the City is achieving its goal of equitable bike share service.

Lime's commitment to equity has provided us with an opportunity to pilot some innovative pricing and programmatic solutions that help provide equal access to micromobility. In Charleston, we are recommending zone-based pricing (see Sec. B.5), and our Lime Access program low-income pricing program (see Sec. B.5). To measure the success of these initiatives we recommend the following performance metrics:

Metric	Documentation	Rationale
Lime account sign ups in Equity Zones	Monthly Report	Lime's zone-based pricing approach incentivizes Charleston riders to use micromobility by offering discounted rates in specific areas. The volume of signups from individuals within one of these designated equity zones enables us to track whether this incentive is reaching the target audience.
Lime Access sign ups (citywide)	Monthly Report	Our Lime Access program provides a 70% discount for qualifying riders. Tracking sign ups enables us to understand the reach of the program, and the share of eligible Lime Access Riders in relation to total ridership including those outside the equity zones.
Trip Starts in Equity Zones	MDS API or Insights Dashboard (on demand)	This metric enables us to understand how many individuals are using e-bikes for trips from equity zones on a regular basis. We can track trip starts over time and determine whether ridership from equity zones is increasing or decreasing.
Trip ends in Equity Zones	MDS API or Insights Dashboard (on demand)	This metric enables us to understand how many individuals are using e-bikes for trips into equity zones on a regular basis. We can track trip ends over time and determine whether ridership into equity zones is increasing or decreasing.
Attendance at Safety Events in Equity Zones	Monthly Report	Safety events are critical to helping individuals understand the utility of shared mobility, and specific steps to use the system. Holding these events in equity zones also enables us to spread the word about Lime Access enrollment, and the zone-based pricing model. Tracking attendance gives us the ability to track the effectiveness of these events, particularly as it relates to Lime Access Signups and Trip starts/ends.
Fleet Deployment in Equity Zones.	MDS API or Insights Dashboard	Lime commits to a minimum of 12% fleet deployment in equity zones. Tracking deployment enables us to ensure we meet this metric. In addition, studying rebalancing frequency throughout the day provides us with an additional understanding of utilization throughout the day.

In addition to these metrics, Lime will conduct a periodic rider survey and collect anonymized data including user demographics such as race, income and other pertinent details, and report the results to the City.

B.7: Sponsorship/Branding

B.7.a: The selected bike share provider should develop a sponsorship program with multiple sponsor levels, including a specific proposal for title sponsorship...The bike share provider should seek multiple sponsors to not only provide additional funding, but also engage local partners invested in the overall success of the bike share program.

37% of Lime trips are getting our riders to the business where they work or back home
 42% of trips are taking our customers to restaurants or local businesses



Lime's business is self-sustaining from rider fees, but Lime is excited to collaborate with the current bike share program's title sponsor and additional Charleston businesses to promote their enterprises and the bikeshare program. Below is a draft of our proposed sponsorship program, which we will develop further with the Title Sponsor and the City if selected.

Lime's dedicated Business Development team will run the sponsorship program. The Business Development team works internationally to solicit, negotiate, and maintain corporate partnerships, including Uber, World Wildlife Fund, Google Maps and PayPal. We will also leverage the Charleston Downtown Alliance, the Historic Preservation Commission, the Central District Improvement Commission, and our local Operations Team to identify small businesses for our Key Lime program and additional Charleston program sponsors.

Sponsorship Level	On-Vehicle	Parking Corral/ Signage	Lime Charlesto n Website	In-App/E mail Message	Helmet Decal	Event Sponsor	In-App Destination Feature	Lime Hub
Charleston (Title)	X	X	X	X	X	X		X
Palmetto		X	X	X	X	X		X
Angel Oak			X	X	X			X
Pineapple Fountain			X			X		X
Key Lime Small Business							X	X

Key Lime Small Business Program

Through our Key Lime economic development program, we will combine incentives to increase the use of parking corrals with helping Charleston's businesses recover from COVID-19. We can provide a series of opportunities for sponsorship through this program including:

Highlighting Sponsors Directly in the Lime App

Lime will feature select businesses and institutions directly in the Lime App (see example in B 7.b)

Lime Hub Activation

Lime Hubs allow private property owners to provide a parking corral at their location(s). Lime can create hotspots at these hubs which are then prioritized by our operations team to ensure consistent vehicle deployment and regular availability. Lime will promote these hubs and their sponsors on social media, email communications with riders, and messaging in the application.

B.7.b: The Contractor should describe the approach to: 1) soliciting sponsors and maintaining positive sponsor engagement and 2) developing a branding plan, including opportunities for branding the hardware, website, and mobile app.

1) Approach to Soliciting Sponsors and Maintaining Positive Sponsor Engagement

As noted above, Lime's dedicated Business Development team will run the sponsorship program. This includes ongoing communication and reporting to maintain positive sponsor engagement. The Business Development team works internationally to solicit, negotiate, and maintain corporate partnerships, including Uber, World Wildlife Fund, Google Maps, and PayPal. We will also leverage the Charleston Downtown Alliance, the Historic Preservation Commission, the Central District Improvement Commission, and our local Operations Team to identify small businesses for our Key Lime program and additional Charleston program sponsors.



2) Branding Plan
 a) Hardware

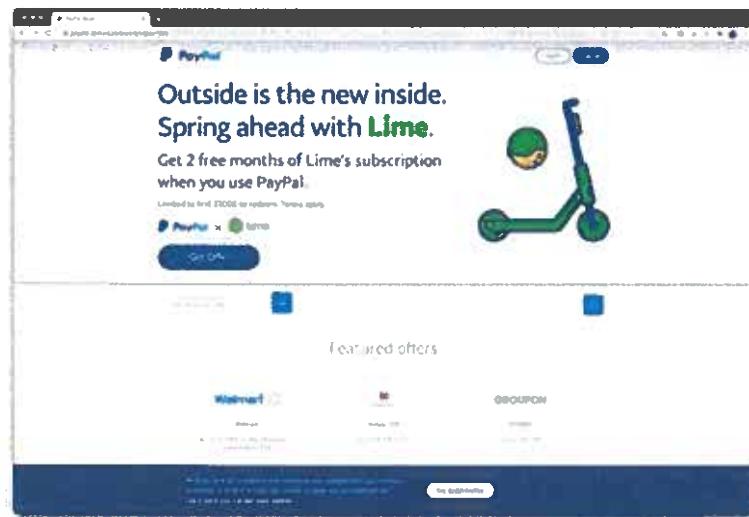
Lime will create custom branding decals in partnership with the Charleston Title Sponsor to display on our vehicles. Depending on space and aesthetics, we may feature lower level sponsors on the vehicles as well. Sponsor logos can also be featured on our Lime Grove corral signage. Below is a mockup of a Charleston vehicle (left), as well as a recent example of an on-vehicle branding campaign with the World Wildlife Federation (WWF) called Lime in the Wild (right).

In addition, as part of our safety campaign, we will distribute 1,000 helmets at community events and through our community partners. Sponsors will be offered the opportunity to co-brand the helmets.



b) Lime Charleston Website

As discussed in Sec. C.7, Lime will build a Charleston-specific website with information about the Charleston program. We will use website real estate to feature the program sponsors and branded content.



Co-branded web content with PayPal

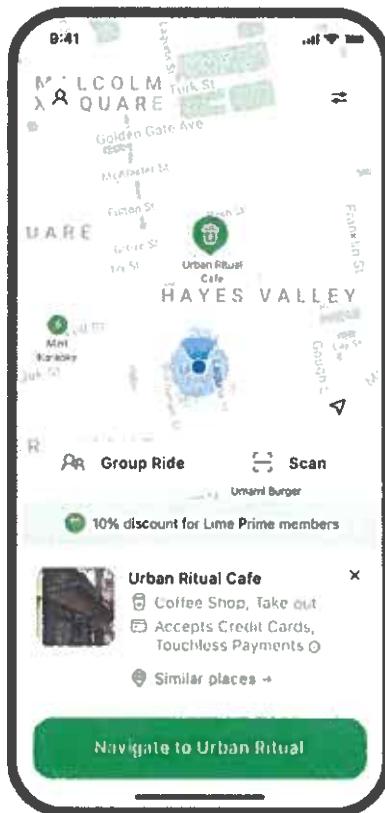
c) Mobile App

Lime features our partners in Braze in-app messages, as well as in email, and on social and traditional media.



Lime and Citymapper co-branded social media post

Lime also has a unique way of featuring local small businesses enrolled in our Key Lime program in-app, as shown in the image below. By allowing riders to navigate directly to local businesses, we bring customers straight to their doors!



Guiding riders to a Key Lime small business through our app



3) How Multiple Sponsors are Managed

As mentioned above, Lime has a dedicated Business Development team that is tasked with managing our third-party relationships. In addition, Lime's Government Relations Director, Robert Gardner, will be a local contact for the Charleston businesses.

4) Program Branding and Marketing Catered to the Unique Nuances of a Community

Lime designs bespoke marketing campaigns for each city we serve. Below are a few examples of campaigns designed with the unique aesthetic and vibe of the respective cities:



Outdoor posters in Berlin featuring local people from each neighborhood in their own voices: "it is not important where you come from, but what connects us."

In app and out of home messaging for Miami features art deco colors, bilingual copy, and tropical imagery.

B.7.c: The Contractor shall agree to work with the title sponsor and other sponsors for the duration of the program.

Affirmed. Per section B.7.a, Lime will collaborate with the City and the title sponsor to ensure consistent communication efforts with regard to program safety and marketing. As we collect data on user patterns in Charleston, we will submit any recommendations for system design and operational changes. We will also brand Lime for Charleston including a multi-channel education plan as well as regular messages including when the app is opened, via text message and email, at our in-person events, on social media, and through traditional media outlets. We will rely on the title sponsor's experience in the market to ensure that all in-app, social and paid media advertising is consistent with local values and reflective of Charleston's unique culture. See Sec. C.1.b for our proposed marketing and communications plan.

B.8: Website and Mobile App

B.8.a: The Contractor should design, maintain, and host a website and a mobile app that promotes the program and allows users to register, submit secured credit card data, and execute a user agreement. Ensure the website displays correctly on all major web browsers and mobile devices/formats.

Lime's mobile app allows users to register, submit secured credit card data, and execute a user agreement. We also have in app messaging and other features that allow us to promote the Program to our users. Our user agreement is also available at all times through our app and at Lime's corporate website at www.li.me.

The Lime mobile app is optimized for iOS and Android operating systems and our website is configured for use in all major web browsers and via mobile devices. Lime's mobile app and website meet ADA digital accessibility standards, and our website meets the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Standards, an international set of guidelines for making web content more accessible to people with disabilities. In addition to internal resources to monitor and test the site, we routinely test the site to ensure that it stays in compliance with the WCAG as new content is added.

Finally, Lime will also develop a "Lime in Charleston" local website to promote the Program, feature Program sponsors, and educate residents and visitors about the local rules and regulations of using shared micromobility in Charleston.



B.8.b: Provide a system to track bicycle...and share this data with the city

It was not clear to Lime whether this question anticipated additional platforms for the public to track bicycle status or the City. Lime provides both. Below are our resources for riders, and our City data sharing is included in Sec. C.2.

Resources for Riders

Charleston residents and visitors can access real-time updates on bike status, locations, and charge level via the Lime mobile app, Uber mobile app, Google Maps (mobile or website), and journey planning sites Citymapper and Moovit (website and mobile).

In addition to checking bike status, riders can exclusively reserve and pay for a Lime ride through the Uber app as well. Lime's exclusive partnership with Uber means that millions of people already have access to Lime on their phones without the need for an additional app. Therefore, by partnering with Lime, the City will be able to maximize the Program's effectiveness.

B.8.c: The Contractor shall use...GBFS...The mobile app shall be compatible with the latest iOS and Android operating systems.

Lime provides our data via GBFS and MDS APIs as described in Sec. B.8.b. Lime's mobile app is compatible with the latest iOS and Android operating systems



B.9: Transit Integration

Globally, over 30% of our riders use Lime to get to and from public transit. We will work closely with Charleston County Area Transit (CARTA) to ensure a seamless, integrated transportation experience for all Charlestonians, thereby increasing mode shift away from cars, maximizing the sustainability potential of Charleston's Program, and increasing the utility of CARTA

Deployment

Lime will work with CARTA to create multimodal hubs by deploying vehicles at high-demand stations as well as any other stations recommended by CARTA. We will also closely monitor vehicle parking at CARTA locations to immediately address potential overcrowding during peak hours, ensure vehicle availability, and mitigate misparked vehicles to ensure safer, clear pedestrian access to transit.

Incentives

- **Commuting time incentives:** During peak commuting hours, riders that park in corrals collocated with CARTA stops and stations will receive a \$1 Lime ride credit.
- **Lime Passes:** Lime is one of the only operators to offer discounted frequent ride passes. Our Unlock Pass is targeted to commuters, while our Day Pass is designed to encourage people to take public transit or "park once." Our passes are a perfect fit for Charleston, where people come into the City from across the region for work and play.
- **Low-Income Integration:** Our Lime Access Program provides 70% of regular fares for riders enrolled in a local, state or federal aid program. Lime envisions working with CARTA on an ongoing basis to enroll reduced fare card holders in Lime Access (with their permission), or at least receive information about how the program works. Additionally, if of interest to CARTA, Lime would be pleased to educate all Lime Access users about the CARTA's reduced fare pass eligibility and sign up process.

MaaS Integration

Our integration plans for Charleston include "deeplinking" through our API, which would allow users of the Charleston Trip Planner to view Lime vehicles as well. We also have exclusive partnerships with Google Maps and Uber to provide riders with a seamless, integrated experience across modes. We have extensive experience integrating our shared mobility services with transit agencies all over the world, including those summarized in the table below:



Lime's MaaS Partnerships at a Glance

Company/Agency	Level of Integration
Central Ohio Transit Authority	Trip planning
Transport NSW (Sydney, Australia)	Fare integration
Entur (Norway)	Trip planning and fare integration
RATP (Paris, France)	Full payment and trip planning
TRAFI (Berlin, Germany)	Full payment and trip planning
SkipR (Antwerp, Belgium)	Full payment and trip planning
TriMet (Portland, Oregon)	Trip planning within transit agency portal

B.10: Identify Bike Share Staff - Contractor will be responsible for hiring and training the staff necessary to install, prepare, launch, operate, and maintain the system.

Affirmed. Lime will be responsible for hiring and training a staff of approximately 15 people necessary to install, prepare, launch, operate, and maintain the system.

Key Staff



Bradford Johnson | Senior Operations Manager

Bradford manages Lime's Operations Teams in the Southeast, and will be responsible for the day-to-day operations, warehouse management, city compliance, and community engagement in Charleston.



CJ Shaw | Southeast General Manager

CJ leads our operations across the Southeast. He has been with Lime since the early beginnings of the dockless micromobility transportation industry. CJ has been a senior operations leader at Lime for more than three years, and during his time with Lime he has led operations for many of the Southeast's first dockless micromobility programs.



Robert Gardner | southeast Government & Community Relations Director

Robert Gardner is Lime's Government Affairs Director in the Southeast region where he leads the execution of state and local public outreach and community relations. Prior to Lime, Robert was the Advocacy Director for the Washington Area Bicyclist Association. Previously, Robert served in various roles in the environmental and social justice community, working for the Virginia Poverty Law Center, Greenpeace USA/International, Sierra Club, and as a consultant for Purpose, LLC, working with public facing brands and governments to develop community relations platforms and strategies. Robert holds a bachelor's degree in English from Virginia Commonwealth University, a Master's in Public Administration from James Madison University, and a joint Master's in Environmental Law and Policy/J.D. from Vermont Law School.



Local Organizational Structure

In addition to our leadership team, our Operations Team of 15 will include trained operations specialists and mechanics who implement the day-to-day operations of the program. All of our operations specialists and mechanics will be locally-based, full-time employees with benefits and 401ks. Descriptions of these roles are included below.

Operations Specialists: Operations Specialists are responsible for managing our vehicles throughout the City. Other primary responsibilities include: patrolling to make sure vehicles are properly parked, rebalancing stagnant vehicles, responding to any customer service requests, ensuring vehicles are charged, and retrieving vehicles that require maintenance.

Mechanics: Mechanics are responsible for all maintenance and repairs on Lime's vehicles. Our team of in-house mechanics ensure that all vehicles are in good working order and safe for our riders. All mechanics receive extensive hands-on training, including a Mechanic Proficiency Test, and are provided with all the equipment and tools needed to keep our vehicles in top shape. All mechanics must pass the Lime Mechanic Proficiency test after training before completing their onboarding process.

Hiring Practices

Lime always hires its Operations Teams from the communities we serve, paying particular attention to historically disadvantaged communities. We will partner with Charleston Area Urban League, Workforce Development South Carolina and Fresh Start Visions to attract local talent to Lime.

Our Operations Team earns \$15 - \$23 per hour with performance-based raises, overtime, and cost-of-living increases. In addition, all workers have access to health insurance, 401K, and other benefits. We have also built a development path for our Operations Team members who excel at meeting the objectives in the cities where we operate.

Lime is an equal opportunity employer, as articulated in our Lime Employee Handbook:

"Lime is an equal opportunity employer and does not discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, sexual orientation, gender (including gender identity and expression), alienage or citizenship status, national origin, age, physical or mental disability (actual or perceived), medical condition, AIDS/HIV, denial or family and medical care leave, genetic information, predisposition or carrier status, preg status, childbirth, breastfeeding (or related medical conditions), marital status or registered domestic partner status, political activity or affiliation, domestic violence victim status, arrest record, sexual assault or stalking, taking or requesting statutorily protected leaves, military or veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination."

All of Lime's Operations Team members receive training upon hire and throughout onboarding. Refreshers are provided monthly via team meetings and meetings with management. Each Operations Team member also receives training specific to their role. When there are program changes, the Senior Operations Manager holds a meeting to review the rules/changes. All operational rules and best practices are also posted in our warehouse. For ongoing independent learning and to serve as quick reference guides, Lime provides access to a web-based training portal with the manuals for all vehicles, how-to videos, FAQs, interactive training modules, and a technical resource library.



Example instructions and videos from our online training portal.



C: Operational Elements

C.1: Launch

C.1.a: Contractor shall plan and execute a high profile, timely, smooth and effective System launch

Lime has successfully launched over 200 cities around the world. We will leverage our seasoned southeast regional team to provide vehicles, hire and train the local staff, set up the warehouse, and other elements of a successful launch. The outline below provides an overview of our launch process. Progress in the below categories can occur simultaneously.

1. **Contract Negotiations:** This phase typically takes 2-4 weeks, usually driven by the times needed by municipal legal teams. We will also need to work with Daniel Island to determine whether it will be included in the Program.
2. **Final System Planning:** Lime has created a map of proposed corral locations. Lime recognizes that municipal approval is needed and that map may go through 1-3 revisions. This process could take 1 week to 3 weeks. Additional time may be required if permitting is required for each corral.
3. **Station Deployment:** Lime can deploy the corrals across the service area in about one week with our own staff.
4. **Fleet Logistics:** Due to the new vehicle fleet already on hand in Charlotte and Atlanta and ready for deployment to Charleston, the fleet itself will be ready for deployment within one week of notification. Another factor in this phase is finalizing contracts with a warehouse for maintenance and operations and getting vehicles on site.
5. **Staffing:** Lime will hire 15 local team members and commence training them immediately with existing Southeast staff. Lime is able to initiate operations in Charleston with staff from elsewhere in the Southeast on an interim basis. Staffing will take four to six weeks from day 0.
6. **Launch Prep:** Final preparations for launch day including coordinating working with the City on the launch event, preparing marketing materials, sharing press information, notifying key partners, and deploying the E-Bikes will take less than a week.

Website and User App

Lime's app will be fully functional with all Charleston information like geofenced zones, preferred parking corrals, and rules of the road prior to launch. We will also create the Charleston-specific website described in Sec. C.7 before launch, and include it in our publicity.

Launch Event

Lime has coordinated e-bike launch events with elected officials and community partners in many jurisdictions of varying scales including Portland, Atlanta, New York, and Washington DC. Our corporate communications team will coordinate closely with the City's office of public affairs to develop a pre-event media advisory and press release to accompany the event. With guidance from the city, we will coordinate speakers and press for the event. We will work with the City to align on an event plan including speaker coordination, press engagement and on-site logistics. Our event will include e-bike demonstrations and education through a concurrent First-Ride Academy Event. Our event planning will adhere to local Covid-19 protocols to ensure safety for all attendees.

Recently, in New York City, Lime held a press conference and concurrent safety demonstration to announce the launch of mopeds. Lime coordinated a series of speakers including Lime CEO Wayne Ting, alongside representatives from our community partners such as the Motorcycle Safety Foundation and TechNYC. In the three weeks leading up to the event Lime began cross-functional planning with a series of site visits and regular meetings with our community partners. Between the pre-event advisory and the press release, the announcement received significant attention including published articles in the Wall Street Journal, NY Daily News, and the NY Post.



C.1.b: Proposal should include a public communications/marketing strategy for pre-launch, launch, and three months post-launch...

Lime is committing to executing a Charleston-specific #LimeSafeChucktown multi-channel, \$25,000 marketing campaign to increase awareness of the Program and to make safety tips, equity, and accessibility information resonant and memorable. Below is a summary of some of our initiatives. Appendix D includes details on proposed channels, budget, messaging, and targeting. Subsequent phases will be planned in response to an evaluation of engagement—and impact—from this campaign.

Our communications and marketing teams coordinate to ensure that promotional and educational messages are consistently and effectively communicated to riders, visitors, and the broader public through channels including: Lime's owned social media, community partner social media, in-app and email communication with riders, earned media, paid advertising, in-person and digital events, and surveys and public opinion polling.

Some of our #LimeSafeChucktown initiatives will include:

- Send a “launch” email to all existing Charlotte, Atlanta, and Miami Lime riders announcing the start of our service in Charleston, along with the parking and riding requirements and rules, and e-bikes in recognizable Charleston locations
- Public relations outreach to media announcing launch, time and location of launch event, and safety tips
- Automatically sending an email to new riders following their first trip, reminding them of Charleston program requirements, Lime Access, and Lime Pass options
- Host monthly events and meetings - like First Ride - during the program to expand awareness of our service and how to ride safely and park respectfully
- Create in-app and email campaigns on CARTA multimodal journey planning and Lime Pass frequent rider discount program
- Organize “Lime and Dine” restaurant tour which features local restaurants in our app and offers a prize or ride discount for taking Lime to travel to those restaurants (see case study below)
- Work with local media outlets including WCBD-TV, Post and Courier, and Charleston Currents ahead of the launch and throughout the program to share information with the Charleston community
- Solicit feedback on our Charleston operations through user surveys, which we will share with the City

CASE STUDY | LIME & DINE HAMILTON BUSINESS DEVELOPMENT PROGRAM



Lime has partnered with the Central Business Association in Hamilton, New Zealand, to create “Lime and Dine”, which highlights the city’s food scene and encourages locals and visitors to try out the new food trail and support local businesses.

So far, we have 16 restaurants and cafes involved in the initiative, with many more wanting to take part in the next phase.

Lime provides promo codes to customers in the Lime app offering free and discounted rides for those who use a Lime scooter to visit one of the participating businesses.

Lime also runs a similar initiative in Tauranga and the Mount, which has seen high uptake with residents and visitors, with more than 70% redemption on our Easter promotion giving riders discounts to travel to the participating restaurants and cafes.



Reaching Diverse Audiences

Lime will run a multi-channel awareness campaign advertising how Lime is available to all in Charleston's three major languages, English, Spanish, and French. We will promote Lime Access, which offers 70% discount for lower income riders and our free Lime Able accessible vehicle program—through social media, blog, in-app messaging, at local events, and in local newspapers.

C.2: Data Sharing and Reports

C.2.a: Specific Data must be provided to the City and updated at a minimum monthly through an easily accessible and user-friendly interface.

Lime freely shares data and provides the support of our Policy Research Team to help cities manage our fleet and execute city planning and infrastructure initiatives. Lime will provide the City with the categories of information listed in C.2.a per the Service Agreement in Appendix C. We will also provide the City with real time data about program functionality and usage via Mobility Data Specification (MDS) API, and General Bikeshare Feed Specification API, as well as our proprietary Insights Dashboard described below.

MDS/GBFS APIs

Lime will provide a system to track bicycle status and share the information with the City. We will provide the City with real time data about program functionality and usage via Mobility Data Specification (MDS) API and General Bikeshare Feed Specification API. This data is provided at no charge and is uploaded every 10 seconds.

- MDS offers access to real time data for monitoring and compliance can be exported as an Excel or CSV file. MDS allows real time, accurate data monitoring and compliance, and the data shown is the same that powers all of Lime's internal applications.
- GBFS lists all available devices in an easily consumed format. In addition to providing real time, raw data via the MDS API, Lime also provides access to the following data analysis tools:

Insights Dashboard

We also provide cities with our proprietary Insights Dashboard which including the most commonly used data sets, including:

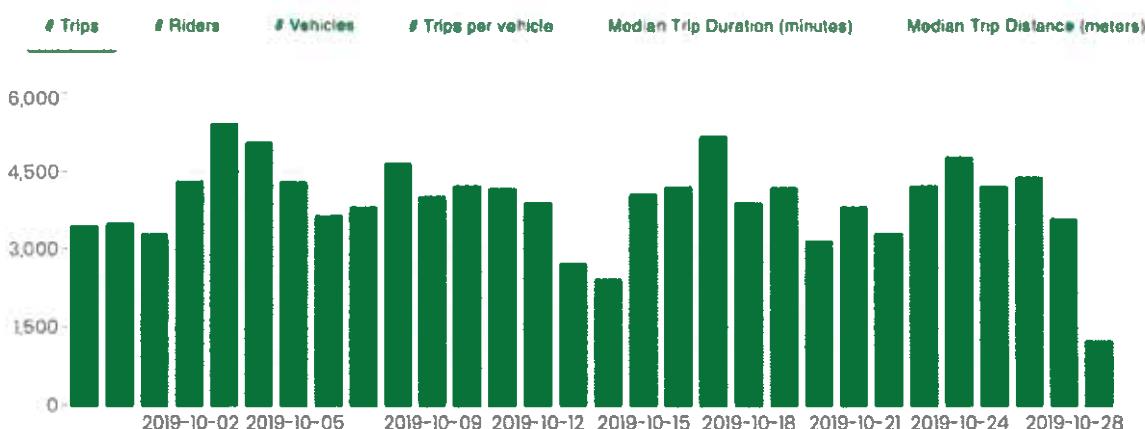
- # of trips
- # of devices and vehicle type
- # of riders
- # of trips per vehicle
- Median trip duration (seconds)
- Median trip distance (metres)
- Heatmaps of ride routes
- Aggregate summary of distribution and GPS-based natural movement

This data refreshes every hour and can be visualised daily, weekly and monthly. Also available is a downloadable report that provides trip-level detail. See sample screenshots on the following page



Trips Trends

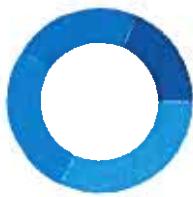
Daily ▾



Past Week (7-Day) Rider Frequency



Past Month (30-Day) Rider Frequency



Lifetime Rider Frequency



Custom Data to Support the City's Goals

Lime has one of the most robust data science and policy research teams in the entire global Micro-mobility industry. In addition to helping drive internal decision making at Lime, the team is there to support the City's data reporting needs and provide customised data to help with spatial and numeric analysis.

Lime's policy research team is staffed by PhD urban planning and travel behaviour experts who help Lime staff, universities and the cities we serve improve their Micro-mobility programs through data analysis. Lime will provide additional data such as customer survey results, customer service requests, use of our daily and weekly Lime Pass discounted frequent ride pass program, and any other datasets that will help support the City's goals.

Lime is actively working with the City of Miami and Miami-Dade County in spearheading a pilot with Transoft to evaluate the impact of e-scooters on traffic safety by detecting near-accidents using video- and AI-based analytics. We are leveraging trip data, safety incident data, and bike infrastructure data to select key sites for this research with the City and County. This study allows us to: (1) proactively identify potential traffic safety problems and solutions instead of waiting for crashes to occur and (2) evaluate safety countermeasures such as newly installed bike lanes in the City.



C.2.b: Contractor shall keep individually identifiable User Information strictly confidential.

The Contractor shall grant ownership of data and information related to the bike share system to the City, including without limitations, website content, and financial performance, records of inventory, bicycle or station utilization, aggregate reports related to users of the system and other data, which is not personally identifiable.

Lime takes great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data. Lime's Privacy Policy is available [here](#). Always putting our riders first, we securely record and store riders' personal information in encrypted databases. Lime stores minimal PII (personally identifiable information) in our database: name, email address, phone number only. Our data is always encrypted at rest via AES-256 and encrypted in transit via TLS.

We also have access control policies to make sure data is not shared with anyone outside the Company, or within the Company except for specific administrators for legitimate uses. We use PCI-compliant third-party processors for payment processing. The processor gives us a token to authorize a payment and we never touch or store the customer payment information.

Lime pre-aggregates rider data prior to reporting. We utilize two data specifications, the General Bikeshare Feed Specification (GBFS) and the Mobility Data Specification (MDS). GBFS reports on the location of rentable vehicles—not trip data on origin, destination, etc—meaning there is a much lower potential for retrospective identification on riders.

To safeguard privacy we pre-aggregate trip information before reporting it via MDS. Specifically, we create a geometric "hex" grid of the service area; once a threshold of three trips has begun and ended in a pair of hexes we report that data. This preserves rider privacy and limits the possibility of retrospective identification of individual riders. We feel this is the best practice in data reporting and have approached the Open Mobility Foundation (which oversees development of the MDS standard) to make this standard across the industry.

For publicly available data, we generally publish heat maps which not only visualizes trends to aid city staff in planning decisions, but aggregates data to safeguard against re-identification.

C.3: Open Data

Lime is aligned with the City's goal of making key information available to the community. We commit to sharing our GBFS feed publicly. In addition, we propose sharing additional datasets including:

- Heat map allowing to visualise the most frequently made journeys
- Heat map of the areas where the journey's end most frequently
- Most frequent-origin destinations pairs
- Evolution of demand by visualising the number of journeys in progress at one hour intervals
- Summary of trips by distance, to the nearest 500m

Lime takes great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data.³ Lime protects its riders' personal information and will anonymise and/or aggregate information provided in any data or reports it shares with the City or through Open Data (see Sec. C.2.b above).

C.4: Rebalancing Plan

The Contractor should describe their rebalancing philosophy and e-bike recharging plan, including how they plan to maintain bicycle availability throughout the service area on a daily basis.

Rebalancing Philosophy

Every day, our Operations Team ensures freshly charged vehicles are available at "hotspots" across Charleston in time for the morning commute. Hotspots are areas of high demand, and can change depending on time of day, day of the week, and season, as demand fluctuates because of weather, commuting patterns, special events, etc.

Throughout the day, vehicles are repositioned for tidiness and "rebalanced" — moved to more desirable locations — to

³ Lime's Privacy Policy is available at <https://www.li.me/privacy>.



ensure that vehicles are well used and address any improperly parked vehicles. Likewise, if a vehicle leaves the Service Area or is inappropriately parked in a no parking zone, the vehicle goes into "maintenance mode," automatically notifies Lime, and an operations team member retrieves and rebalances the vehicle. In the evening, low batteries are replaced and vehicles in need of repair/maintenance are returned to the warehouse to avoid unusable vehicles cluttering the streets.

When the Operations Team deploys and rebalances our vehicles, they are guided by our proprietary operations software, the "Hotspot Optimizer." The hotspot optimizer is a predictive algorithm that accounts for regulatory requirements, historical demand for each hour of each day, events, etc. We use this data to identify the best hotspots to deploy and where vehicles may need to be rebalanced to, such as public transport stops, during the day to meet the needs of Charleston residents and visitors.

Finally, Lime is especially sensitive to properly calibrating the right number of vehicles at each Hotspot to comply with any regulations and avoid overcrowding. A heavily used hotspot might call for more vehicle slots, but this may be tempered by the space configuration of the hotspot. If it has a narrow pathway or high traffic, there is a higher likelihood of vehicles being knocked over. Instead, we set the hotspot optimiser to limit the number of vehicles at the particular location and focus on frequently redeploying vehicles to the hotspot to meet demand. When the maximum number of vehicles has been deployed, the hotspot disappears from the operations app and no additional vehicles can be deployed to the hotspot.

Avoiding Overcrowding

We also rebalance vehicles to avoid overcrowding in particular locations, such as the Historic Charleston City Market, Waterfront Park, The Battery and White Point Gardens, and the Charleston Brewery District.

We divide up the city's service area into geohashes — a geocoding system corresponding to 150 by 150 metres squared. If a particular geohash has too many vehicles, we intervene and reallocate the vehicles to less dense areas. For example, if more than 20 vehicles are parked in a particular geohash, we will reallocate 50 percent of those vehicles to nearby geohashes or deployment areas. Additionally, Lime can and does change hotspots if the City or private parties request to make sure that there is no overcrowding of e-bikes in a particular area.

Charging

Lime's e-bikes require charging every 1-7 days depending on usage. All battery charging takes place at our warehouse. Our Operations Team is solely responsible for swapping vehicle batteries, due to the additional education and training needed to ensure proper handling of lithium batteries. They monitor the battery percentage display within our Operations back-end systems and mobile app. The local Lime team controls the battery level below which e-bikes are eligible for collection or battery swap. This level is normally set at 20% and makes it possible to limit vehicle miles travelled (VMT) to a minimum, thus reducing the environmental impact of our operations. The replacement of low-battery vehicles can take place all day, but the vast majority of this operation takes place at low traffic times from 9 p.m. until midnight.

E-Bike Recharging Plan

Maintaining Bicycle Availability: Long lived batteries: Lime's e-bikes require charging every 1-7 days depending on usage.

Automatic notifications of low batteries: Lime's Operations Team can access information about each vehicle, including battery status in our operations app. When a vehicle's charge falls below 20 percent, our AdminTool automatically dispatches an Operations Team member to replace the battery in the field.

Maximizing Carbon Reduction: One of the notable features of Lime's e-bike is a swappable battery. Batteries take up less space in our cargo vans, enabling more e-bikes to be charged per trip. In addition, our long-lived batteries reduce the need to recharge often. The result of these two innovations enable us to limit our fleet maintenance vehicle trips and VMTs, reducing emissions, gas usage, and congestion.

Lime uses fuel efficient vans to charge our vehicles. In February 2020, we announced our commitment to transitioning our operations fleet vehicles to be 100 percent zero-emissions by 2030. As part of our commitment to this goal, Lime is the



first global micromobility provider to join The Climate Group's EV100.⁴ We expect to complete the full transition to electric fleet maintenance vehicles well ahead of the 2030 EV100 target.

Finally, using our "T-Rex" proprietary task assignment algorithm, we prioritize field tasks based on route and task importance, minimizing wasted trips and inefficient routes. Built into our operations app, the program lines up tasks for our operations specialists and then provides turn-by-turn navigation to each task to minimize wasted travel through the day. In San Francisco, we were able to reduce year-over-year VMTs by 50 percent.

Service Level Agreement: Lime commits to the following service levels:

Performance Indicator	Metric	Data Source
Daily parking corral availability	100%	Monthly reporting
Daily station deployment	80%	GBFS API and MDS API
Daily bicycle availability	95%	GBFS API, MDS API and Insights Dashboard

C.5: Maintenance Plan

C.5.a: The Contractor should describe their plan for maintaining the system

Lime will ensure that 95% of deployed vehicles are in working order, and that 75% of the fleet is deployed at any given time of day using our proven standard operating procedures for system maintenance.

Routine Maintenance

Our Operations Specialists perform in-field safety inspections and sanitize each vehicle they touch. Regular and routine maintenance of our fleet allows our Operations Team to provide the most reliable and safe local service to community members. A Lime-trained and certified mechanic performs a 65-point inspection-- including screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more--at least every seven days or earlier upon the following triggers:

Self-Diagnostics

Our e-bikes are self-diagnosing, running health checks an industry-leading 1,000 times per second, and automatically notify us upon any event that can signal faulty, damaged, or vandalized vehicles. Our e-bikes can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize. We are also automatically notified of issues such as idling for more than 24 hours, losing GPS signal, low battery, and two successive failed unlocks.

Customer Service Reports

Our Operations System notifies our local Operations Team automatically if an e-bike issue is reported through Customer Service so it can be disabled, retrieved, inspected, and repaired if needed.

In-app Rider Reports

Our app has additional automated features to enable immediate reporting, including a Rapid Reporting button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. After two consecutive low rated trips or any damaged vehicle report, our



⁴ Harnessing the collective purchasing power of its members, EV100's 67 forward-thinking businesses from around the world work to build demand for electric vehicles and send a clear signal to the market. It is crucial that we help lead the shift to electric transportation as the new normal.



backend Operations System puts the vehicle in “Maintenance Mode,” making it unrentable and dispatching an Operations Team member to collect the vehicle for inspection.

COVID-19 Protocols

To stem the spread of COVID-19, Lime has enhanced our cleaning methods and developed Standard Operating Procedures (SOP) based on best practices from the Centers for Disease Control, the World Health Organization (WHO), Federal Agencies and other global health organizations.

We disinfect our E-Bikes at least once per day and whenever one of our team members handles an E-Bike in the field. Additionally, we have supplied our staff with wipes or other market-specific cleaning products, as well as our rebalancing vans. We focus on disinfecting the parts of the E-Bike people touch the most, including handlebars, screens, throttle, and bell. We provide all members of our team that continue to work with Personal Protective Equipment (PPE), including gloves, safety glasses, and hand sanitizer, and we require regular hand washing to protect themselves and riders.

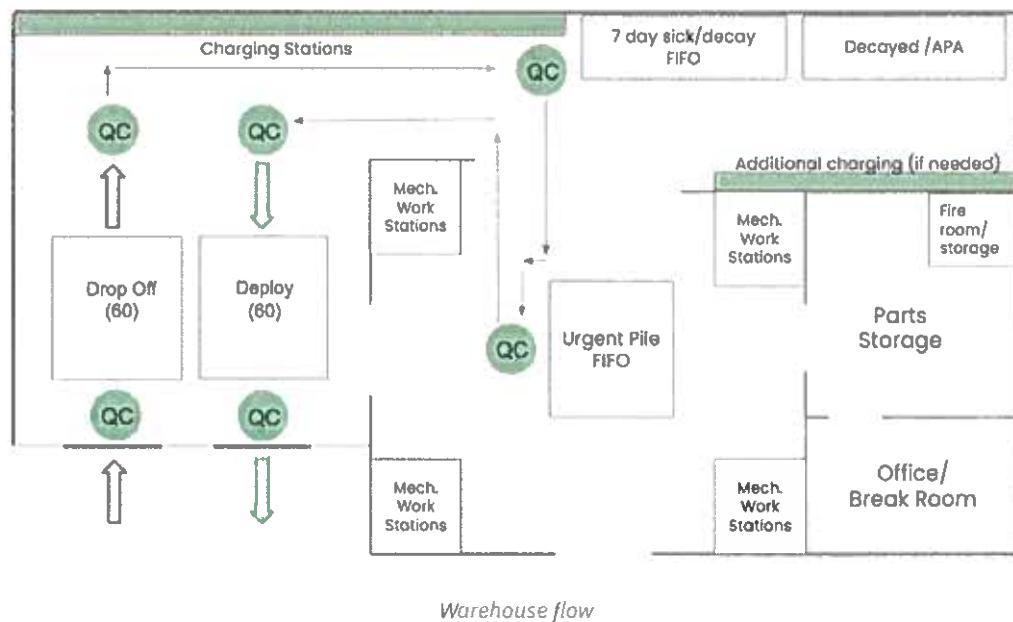
Maintenance & Repair Process

All e-bikes that are brought back to the warehouse go through a three-step maintenance protocol:

1. Entry diagnosis
2. Repair and reconditioning of used spare parts
3. Quality Control/Redeployment

Vehicle Arrival

Upon retrieval, the Operations Specialists transport the vehicle back to the warehouse. They unload the vehicles and place them in the “triage zone” for our mechanics to address.



Step 1: After they are retrieved, vehicles are unloaded from our vans and placed in the “triage zone”. Our Mechanic shift lead does a full inspection of the vehicle prior to placing the vehicle in the “repair queue” using the diagnostic functions in the operations app. Vehicles inspections include a full evaluation: screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, test ride, and more. The inspection is done in accordance with our Standard Operating Procedures (SOP) in the operations app.



Step 2: Each mechanic takes one vehicle at a time starting from the repair queue with the vehicle that has been in the queue the longest, also known as FIFO Method (first in, first out). By utilizing the FIFO method we are able to ensure that every vehicle is handled in a timely manner and no vehicle is overlooked. Once they move the vehicle back to their mechanic station they will complete another diagnostic on the vehicle.

Step 3: After diagnostics, our mechanics will proceed to repair the vehicle. Every mechanic station is equipped with the necessary tools and parts to complete every kind of repair on a vehicle. In addition, the shift lead audits the repairs and provides guidance to our mechanics if any is needed.

Step 4: After the vehicle has been repaired, the Shift Lead will do an mandatory additional quality control check to ensure that the repairs have been done correctly and that the vehicle meets our quality and safety standards before being moved to a charging station. Below is an example of our Quality Assurance checklist used to verify that repairs have been completed correctly.

Step 5: After charging, the Shift Lead inspects each vehicle prior to moving to the "deployment zone". This provides an additional quality check for every vehicle before it returns to the fleet.

Deploying Vehicles

The Operations Specialist then checks out the e-bikes stationed in the deployment zone. Before loading into a van, the Operations Specialist will perform a sixth and final quality check prior to deployment. After the final check, the vehicles are redeployed into the fleet.

C.5.b: Bicycle maintenance plan

Affirmed. A Lime-trained and certified mechanic performs a 65-point inspection-- including screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more--at least every seven days or earlier upon certain triggers described in section C.5 a, and we will ensure that all of the listed tasks in C.5.b are included. Our 65-point inspection checklist is provided in appendix B. In addition, as part of our cleaning protocols, Lime Mechanics and operations specialists will ensure that sponsor branding on bikes and at stations, stickers, and labels are in good condition and replaced as needed.

C.5.c: The Contractor should provide proposed Service Level Agreements related to system maintenance..

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
Bicycle deployment	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	95% from 8am -8pm;	On demand via the Insights Dashboard or MDS/GBFS APIs
Bicycles in service	Bikes in service	Daily uptime reports	Deploy and maintain a minimum of 95% of bicycles in service in any calendar month.	On demand via the Insights Dashboard or MDS/GBFS APIs
Equity Zone Deployment	Minimum Number of vehicles deployed in equity zones	Maps showing trip start locations	Minimum of 12% of total fleet (see section B.1.b for fleet distribution)	On demand via the Insights Dashboard or MDS/GBFS APIs



Vandalism Mitigation	Time it takes to remove vandalized or damaged bicycles	Device Diagnostics	Vandalized or damaged vehicles will be retrieved within 2 hours of a report.	Monthly
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C.6: Customer Service Plan

C.6.a: The Contractor shall describe their plan for providing 24/7 customer service via telephone, email, and other relevant electronic communications such as text messaging or in-app messaging.

Since inception, Lime has strived to be a leader in customer service to our riders and a responsive partner to our cities. Riders and non-riders can use any of our customer service channels - including our 24/7 toll-free telephone number for calls and texts noted below - to report safety and maintenance issues, improperly parked vehicles, or general inquiries pertaining to refunds, market operations, city launches, promotions, etc. We have a telephone call center, and all customer service channels are staffed round the clock by a multilingual team. Telephone customer service is offered in English and Spanish, along with Creole and French languages. Written customer service (via app, text, email, web form, or social media) is available in more than 100 other languages.

Likewise, City staff has 24/7 access to our operations manager or government relations director via phone or email at any time, day or night, to address issues. Our email—help-charleston@li.me—will go directly to our local operations team.

Customer Service Channels

Lime provides a variety of customer service channels to make it as easy as possible for riders and non-riders to connect with us. These include:

- **Via Phone, Email or Text:** Customer service can be contacted at 1-888-LIME-345, email at support@li.me, and by text at 1-888-546-3345. 95% of phone calls are answered in less than 5 minutes with the average call being answered in less than 60 seconds. We also have a dedicated email to directly contact the Charleston Operations Team at help-Charleston@li.me.
- **Through the App:** Through our rapid reporting feature, riders and non-riders can contact customer service within the app without taking a ride.
- **Self-service Safety Portal:** Lime has a public online safety portal, safety.li.me, which provides anyone with access to COVID-19 safety information, riding and parking education, discounts on safety gear such as helmets, and more.
- **On Social Media:** Anyone can tag @_LimeAid on Twitter for customer service.
- **Through the Website:** Self-help FAQs and a portal for customer service submissions.
- **Law Enforcement Portal:** For law enforcement, we provide a portal to submit documentation needed to obtain confidential rider information (<https://lime.mailroom.sago.ai/intake-form>)

Our app has additional automated features to enable immediate reporting, including a Rapid Reporting button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. After three consecutive low rated trips or any damaged vehicle report, our backend operations system puts the vehicle in maintenance mode, making it unrentable, and dispatches an operations team member to collect the vehicle for inspection.

C.6.b: The Contractor should provide proposed Service Level Agreements related to customer service...

The majority of customer issues are responded to within 15 minutes and all issues are addressed in no more than one hour. Specific metrics are outlined below:



Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	Lime reservation system fully operational	Uptime reporting	99.5% uptime.	quarterly
Report-responsive	Response time to improper bike parking / other problems communicated to Customer Service	Time relative to report logs	Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays. For any complaint outside of business hours, within two hours (2) of start of business hours	quarterly
Telephone Wait time	Amount of time Lime customers spend on hold before receiving service.	Time relative to report logs	Within two minutes during business hours	Quarterly
Email Response Times	Amount of time it takes for a Lime customer to receive an email response.	Time relative to report logs	Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays.	Quarterly

C.7: Safety Plan

Our Proven Order Framework

As home to more than 420,000 people and a destination for more than 7 million people annually, Lime believes that it is imperative to educate the public on safe riding and proper parking practices. Below is our comprehensive, five-step ORDER framework that incorporates the most effective tools to influence positive rider behavior.



OUTREACH

O **Education Starts Before the First Ride:** All riders are required to take a "how to ride" tutorial and an in-app quiz before they can access a Lime e-scooter. Lime has partnered with the League of American Bicyclists to develop this rider safety content, focusing on how to ride e-bikes defensively in urban settings and how to park responsibly. Our education and quiz material will directly incorporate Charleston's specific rules and regulations, including locations where e-bike operation is permitted and prohibited. Rider quiz screenshots are provided in Appendix E.



#LimeSafeChucktown Multimedia Safety Campaign: Lime will use social and traditional media platforms and our website for our unique Charleston [#LimeSafeChucktown](#) safe riding campaign to reinforce city-specific rules along with emphasising safe riding and respectful parking messages. See Sec. C.1.b.

In-Person Education: In addition to online education, Lime and our community partners host in-person trainings like our signature [First Ride events](#). First Ride events are recurring, interactive hour-long safety sessions hosted by our local operations team to educate riders on best practices to safely ride and properly park an e-bike. First Ride events help to build a culture of safety, educate riders on how to ride, and demonstrate Lime's commitment to safety. Should COVID-19 restrict in-person training, Lime has created [Digital First Ride](#) that provides virtual safety lessons taught by Lime's team members. We have held successful Digital First Ride events in over 25 cities worldwide and we can implement them in Charleston if need be.

Visitor Notification: When a rider from outside Charleston enters the city, they will receive a pop-up notification in the Lime app with Charleston's riding and parking rules and #RideSafeChucktown messaging.

Parking Places Within the App: Lime will designate the preferred parking corrals (see Sec. B.1.b) and bike racks with an easily recognizable parking pin in the app. Once a rider starts a ride, our app view changes to display the nearest parking spot and directions to reach it. We reinforce the message through our end-of-ride messaging on proper parking.

On-Vehicle Education: Based on survey data and direct feedback, we found that some users learn best from information posted on the vehicle itself. Consequently, we have placed our customer service contact information and safety messaging on the stem of each vehicle. In addition, we securely affix recyclable hangtags to our vehicles that educate riders on safe operating and parking.

Public Signage: With the City's permission, Lime can place user education signs in the city centre to further educate riders on proper parking. Lime will work with the City to help mark the designated parking areas or create instructional signage to facilitate accurate communication and guide riders to preferred parking locations in real time. In addition to physical signage, the corrals will also be marked with a "P" in the rider app.

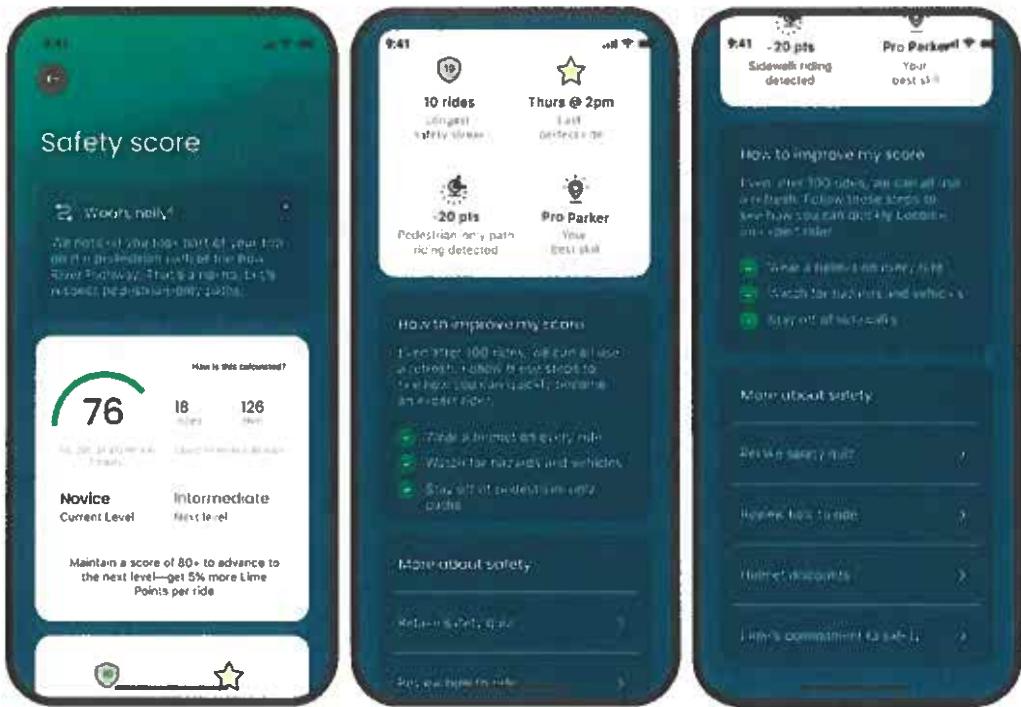
Website: Our safety portal website ([safety.li.me](#)) includes how-to-ride video tutorials, a customer service request form, a discounted safety equipment store, and a signup form for our Digital First Ride events. Every week more than 4,000 people visit our safety portal.



REMINDERS

Continuing Education: We provide regular ongoing messaging and reminders covering safety tips, parking information, and city-specific rules, including where riding and parking are permitted and prohibited. These reminders are sent via a variety of channels, including in-app messaging, text messages, and e-mail. We also send messages based on specific triggers, like geographic area (notifying a rider of entering or leaving a geofenced zone), time of day, special events, and more. (See Appendix G for Geofencing details.)

Safe Rider Scorecard: Providing transparent, timely feedback is a proven mechanism for behavior change. Our new 'Safe Rider Scorecard' includes metrics including parking violations, fines, and incentives to calculate a safe rider "score." We share this information with the rider in-app. To further gamify compliance, Lime will provide financial incentives and list average metrics so riders are motivated to beat the average. See image on next page.



Video Public Service Announcement: We will work with the city and organisations including Disabilities Board of Charleston and Transition Alliance South Carolina to create a video public service announcement to educate riders on the effect of improper parking on people with disabilities, similar to a program we developed with Rooted in Rights, a Portland, Oregon, US disability group, which was distributed to one million riders.

DIGITAL TECHNOLOGY

D Enhanced End-of-Trip Photos and Validation: Before riders are able to end a trip, riders are shown guidance regarding proper parking and must actively document that they have parked correctly with a photo showing the parked vehicle. Our operations team audits these photos, triggering incentives and rewards for good parking, and educational reminders, fines, and even deactivation for repeated parking violations. In addition, our new, AI-enabled photo feature can analyse these photos and recognise parking issues in real-time. When a problem is identified, the rider is notified their vehicle is parked improperly and instructed to re-park. See Appendix F for Validation Screenshots

Geofenced Corrals: As discussed in Sec. B.4.b, Lime will geofence incentivised parking corrals and bike racks, rewarding riders for parking in the corrals

Impaired Riding Deterrence: Lime has developed proactive systems to discourage or prevent drinking and riding. For example, from 10pm daily, riders must perform a cognitive task in the app and see advisory messages before unlocking a vehicle. See an example below. Should the City desire, we can institute curfews or rebalance vehicles away from areas where drinking and riding is an issue.

Corral Recognition: Lime has developed technology that uses AI to recognise whether an e-bike is parked in a corral. The technology works in real time. If the rider is not in a corral, the rider will be prompted to re-park the vehicle if a corral is available. This





technology is already live in Paris and we look forward to bringing it to Miami.

Overcrowded Corrals: Lime will activate our new technology that detects and informs riders when corrals are full and redirects them to less crowded locations. Like corral recognition, Lime has already implemented this technology in Paris.

EXECUTION



Lock-To Capability: All of Lime's e-bikes are equipped with a LimeLock locking mechanism. LimeLocks enable e-bikes to be locked like standard bicycles to bike racks and other permitted street furniture, maintaining clear rights-of-way.

Rebalancing Vehicles: Throughout the day, Lime monitors the Charleston fleet. We deploy operations specialists to reposition mis-parked vehicles, "rebalance" vehicles to maximise use and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or which have migrated outside the service area.

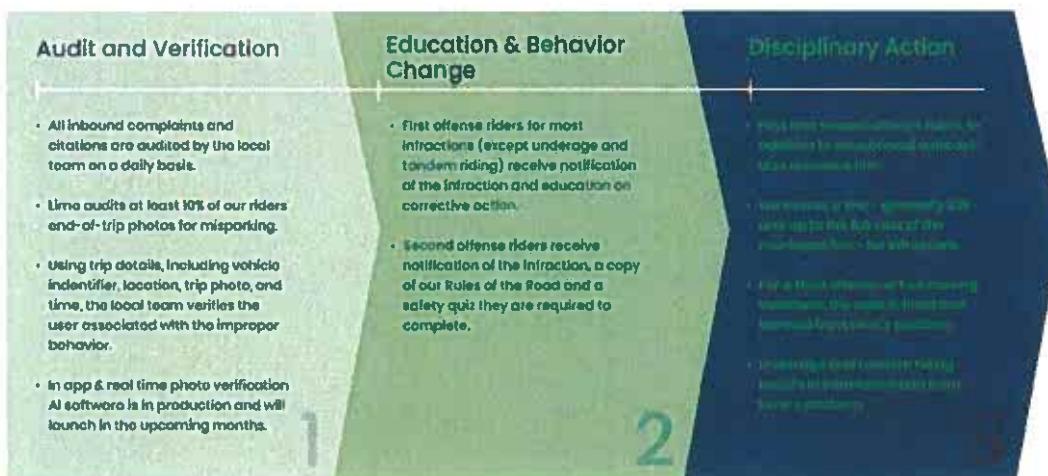
Lime Patrol: Pioneered in Paris and Los Angeles, Lime patrol are specialised operations team members patrolling very high-use areas. Lime patrollers actively correct parking mistakes and educate riders on parking in preferred parking areas. On foot or e-bike, our Lime patrol team will circulate through the highest use areas like the Charleston Historic City Market, Waterfront Park, the Battery and White Point Gardens, and the Charleston Brewery District to rebalance or repark vehicles before they impede right of way. We can also provide "e-bike valets" who park e-bikes for riders, especially during big events such as the Spoleto Festival, St. Patrick's Day Parade, Charleston Carfest, Pride Fest, Greek Fest, Wine and Food Festival and Family Circle Cup.

RESPONSIBILITY



Incentives: We provide Lime credits to encourage proper parking and safe riding. We will provide riders with an incentive for parking in preferred parking corrals or at bike racks. Our flexible technology also allows us to use incentives to encourage other desirable rider behavior, like starting/ending rides in transit deserts or parking vehicles in less congested areas.

Fines: Lime has a three phase process as illustrated in the image below (notice/education, fining, deactivation) which results in termination after more than two offenses. However, there are behaviors that Lime will not tolerate. Verified cases of underage riding or more than one person on a vehicle result in immediate account deactivation.



Based on our analysis of fines in Paris, most fines are assessed to new riders, and the recidivism rate is low. Similarly, in 2021, Lime audited Miami parking photos and assessed fines for poor parking. Less than 5% of audited photos reflected poor parking, which is in line with academic findings that 99% of Lime vehicles are properly parked, whereas 25% of cars are not (Brown et al 2020).



Easy Reporting: Each of our vehicles will be prominently labelled with a unique identification number in large 200 pt font. This allows riders and non-riders to quickly identify and report an issue with our vehicles, as well as pass along fines to the last rider. See Sec. C.6 for our 24/7 customer service channels.

C.8: Emergency Management Plan

Lime will submit a complete plan for addressing fleet removals and other issues in the case of severe weather (e.g. floods, hurricanes, etc.) and other emergencies such as break-downs and collisions involving fleet vehicles. Below is a brief overview of our emergency practices.

Severe Weather and Other Community Emergencies

We have a detailed Standard Operating Procedure (SOP) for inclement weather, earthquakes, pandemics, or any other type of emergency. Our SOP for these emergency procedures is always evolving to improve and work cross-functionally with key stakeholders. Our approach is summarized up in the following steps:

Step 1: Internal Communication—Operations Managers communicate with staff to begin organizing removal of some or all of the fleet and preparing the warehouse to receive the vehicles. Support teams prepare notifications to riders about the upcoming service changes.

Step 2: Communication with City Officials—Lime contacts City officials to provide information about our actions and timeline. Lime maintains two-way communication with our City partners on the best course of action to take before, during, and after a severe weather event.

Step 3: Retrieval/Removal of Fleet—Lime Staff will remove some or all of the fleet from the field. Our local Operations Manager will be in regular contact with our field operations team to ensure timely progress is made for retrieval and safety.

Step 4: Communications with Riders—After our fleet is secure, we send communications to our riders to inform them that Lime will remain offline and unavailable for use throughout the duration of the emergency. They will also be encouraged to heed the warnings of their local authorities and to be safe.

Step 5: Assessment and Re-Launch—After the event, Lime works with the City to develop a mutually agreeable timeline for redeployment of our fleet. Lime mechanics thoroughly inspect all vehicles for safety prior to redeployment. Lime sends follow-up communications to riders to inform them we are resuming normal service and operations.

Lime has deployed these operating procedures across a variety of geographies, climates and major events, including hurricane emergencies in numerous Southeast markets such as Hurricane Florence in 2018 as detailed below.

CASE STUDY | HURRICANE FLORENCE: NORTH CAROLINA

Background: In September 2018, Hurricane Florence, a Category 4 hurricane with sustained winds of 130 mph, hit the state of North Carolina and impacted Lime's operations in Greensboro, Charlotte, and Raleigh.

This was the first time that North Carolina cities and Lime worked together to deal with a storm of this magnitude. Altogether, 2,000 vehicles across the state needed to be removed and/or secured in just a matter of days by our North Carolina team.

The Execution: In the days leading up to Florence making landfall in the U.S., Lime touched base with city officials in affected markets to inform them of our plan to secure our vehicles and ensure the safety of our riders and Juicers. This was truly a collaborative approach, with two way communication between Lime and our City partners before, during, and after the storm.



We quickly mobilized our local Operations team and Juicers for large scale fleet removal 72 hours before the storm was set to make landfall. After our fleet was secured, our riders were sent communications to inform them that our vehicles would be unavailable for use throughout the duration of the storm and encouraged them to heed the warnings of their local authorities and to stay safe.

Re-Launch: After the storm, Lime worked together with our City partners on a mutually agreeable timeline for redeployment of our fleet. Our team of mechanics did thorough safety inspections of our vehicles prior to redeployment, and follow-up communications were sent to riders and juicers to inform them that we were resuming normal operations. The service interruption due to Hurricane Florence lasted approximately three days.

E-Bike Incidents

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

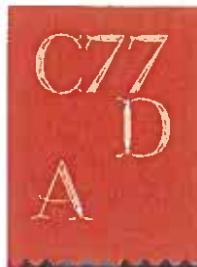
As with any method of transportation from cars to bikes to walking, there is a risk of injury. We work closely with the city to ensure the safety of our riders, but have specific protocols established in case of an accident or serious injury.

- **Identification:** Issues can be discovered by our operations specialists or Lime patrol team directly or reported by customers or non-users through various support channels (as described in the customer support section). Issues are also identified through data analysis of our maintenance records and customer service records by our trust and safety team.
- **Retrieval:** Once we have identified the vehicle, we create an “urgent retrieval ticket,” which tells our local operations team to collect the vehicle before performing other tasks and store it securely as-is, making it available to local authorities as appropriate. Any externally reported issue triggers a notification that automatically places the vehicle into maintenance mode so it cannot be rented.
- **Gather Incident Details and Plan:** Upon learning of an incident, we identify the rider and vehicle involved, gather other details about what happened and create a tailored response plan. The vehicle automatically uploads its telemetry data to our servers to ensure that no data is lost. We have specific protocols established in case of an accident or serious injury. We immediately escalate the issue and activate our emergency response and trust and safety teams who are trained to deal with sensitive issues.
- **Outreach and Support:** In the event of a serious incident, we offer our support as appropriate to those directly affected, the police, and local officials. For police, this includes guiding them through how to submit requests to provide the appropriate information.
- **Resolution or Next Steps:** Upon arrival, the operations specialist inspects and resolves the issue, or brings it to the warehouse for further checking.
- **Investigation:** Trained technicians will investigate the issue in greater depth. If the issue is attributed to standard wear-and-tear or an isolated incident, the vehicle is repaired and re-deployed. If a new trend is identified, mechanics will inform the operations manager, who will work with our engineers to determine whether a root cause analysis is needed. In the case of a serious accident or incident, we analyse data from the vehicle's onboard sensors (telemetry data) to inform our review of the incident. This analysis also informs our safety protocols and future product design.
- **Follow-up:** If needed, our customer service team will be notified to follow up with the last user.
- **Root Cause Analysis:** A comprehensive analysis may have many outcomes, including working with the hardware and engineering teams to design an improved component or sourcing a more reliable part from a new vendor. This process includes reviewing past maintenance records to identify patterns and failure rates to determine if they are in-line with the norm, or if they constitute outliers.



Appendix A: Independent Hardware Certifications

Lime's E-Bike was awarded the Transportation Award at the 2018 Core77 Design Awards, a highly competitive design competition that champions the principles of quality, inclusivity, innovation and design excellence. It was also nominated for the 2019 Beazley Designs of the Year, an annual award and exhibition run by London's Design Museum.



**B E A Z L E Y
D E S I G N S O F
T H E Y E A R**

**the
DESIGN
MUSEUM**

**Transportation Award Recipient,
Core77 Design Awards 2018**

**Nominated, Beazley Designs
of the Year Award - 2019**

Our E-Bikes are independently tested (SGS, UV SUD, and UL) to confirm compliance with safety and performance standards. We also perform simulated and field tests of our hardware and software before deployment at scale. See the table below for metrics on our in-house testing on durability and resulting lifetime predictions.

E-Bike Fatigue Test Data

E-Bike Frame Fatigue Test Items	Test Force (N)	Test Cycles	LifeTime (Trips)	Equivalent life (years)	Pass/Fail
Frame Push/Pull Test	1,000	200,000	3,728	8.7	Pass
Fork Push/Pull Test	8,00	200,000	3,166	7.4	Pass
Pedaling Fatigue Life Test	1,500	200,000	2,446	5.7	Pass
Seat Post Fatigue Life Test	2,500	100,000	6,444	15.1	Pass



Appendix B: 65 Point Inspection

List of Inspection Points

Error Codes

- Overcurrent Protection
- Undervoltage Protection
- Overvoltage Protection
- Motor Rotation Protection
- Lower Drive System
- Upper Drive System Failure
- Motor Failure
- Left Brake Lever Failure
- Throttle Failure
- ECU/Display Communication Failure
- Motor Phase Cable Short Failure
- Electrical Communication

Head

- Bell - Physically Damaged
- Head - Physically Damaged
- Brake Lever - Needs Adjustment
- Brake Lever - Physically Damaged
- Brake Cable - Needs Adjustment
- Brake Cable - Physically Damaged
- Display - Malfunction
- Display - Physically Damaged
- Display Cover - Missing/Physically Damaged
- Handlebar Grips - Missing/Physically Damaged
- Handlebar - Physically Damaged
- Headlight - Malfunction
- Headlight - Physically Damaged
- Throttle - Physically Damaged
- ECU - Physically Damaged
- QR Code - Not Readable

Neck

- Battery - Missing
- Battery - Malfunction
- Center Console Unit - Malfunction
- Center Console Unit - Physically Damaged
- CCU Mounting Bracket - Missing/Physically Damaged
- CCU Unit Case - Physically Damaged
- Charging Port - Missing/Physically Damaged
- Charging Port Cover - Missing/Physically Damaged
- Main Tube - Broken
- Collar Nut - Loose

- Collar Nut - Physically Damaged

Joint

- Fork Side Panel - Missing/Physically Damaged
- Fork Reflective Sticker - Needs Replacement
- Fork - Loose
- Fork - Bent
- Fork - Physically Damaged
- Fork Washer and Bearing - Physically Damaged
- Fork Spring - Physically Damaged
- Octagon Fork Spacer - Missing/Physically Damaged
- Front Fender - Physically Damaged
- Front Wheel - Loose
- Front Wheel - Physically Damaged

Base

- Deck - Needs Replacement
- Grip Tape - Needs Replacement
- Kickstand - Loose
- Kickstand - Missing/Physically Damaged

Tail

- Rear Fender - Physically Damaged
- Rear Light - Malfunction
- Rear Light - Physically Damaged
- Drum Brake - Physically Damaged
- Rear Wheel - Loose
- Rear Wheel - Physically Damaged

Other

- Other
- Vehicle Cleaning
- Extreme Physical Damage
- Screws - Missing/Physically Damaged
- Sticker - Needs Replacement



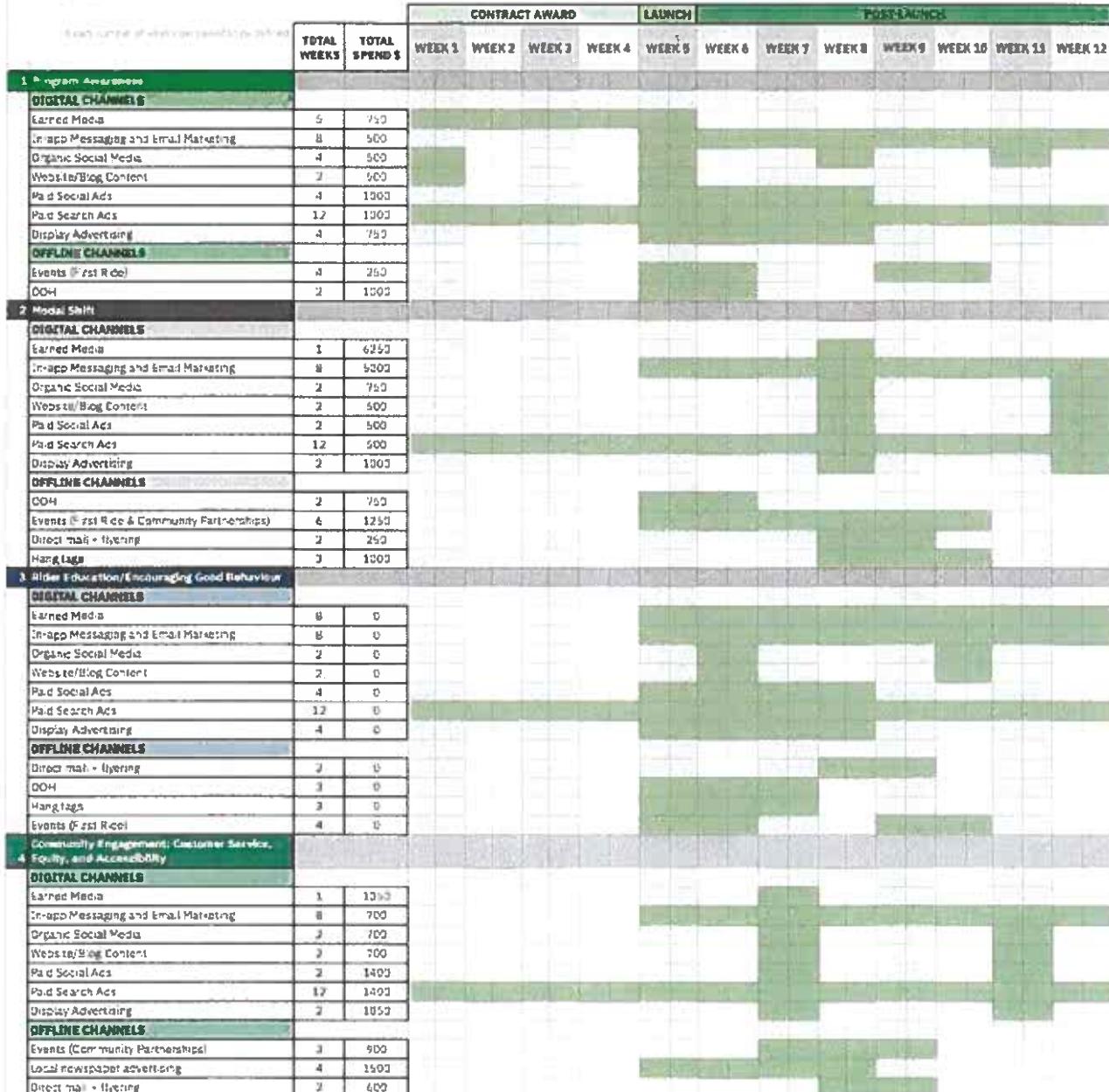
Appendix C: City Reporting Metrics

Performance Indicator Category	Metric	Delivery Mechanism	Frequency
Ridership by Station	Trip Start locations	MDS	On Demand/Monthly
Membership Statistics	App Opens	Regular Reporting	Monthly
Monthly business/financial Metrics	Revenue per Trip per Vehicle	MDS	On Demand/Monthly
Maintenance	Fleet Availability	MDS	On Demand/Monthly
Customer Service	Average Wait Time	Regular Reporting	Monthly
Customer Service	Time to close a customer service ticket	Regular Reporting	Monthly
Customer Service	Complaint Category	Regular Reporting	Monthly
e-bike Incidents	Crashes	MDS	On Demand/Monthly
e-bike Incidents	Structural Integrity Issues	Admin Tool	On Demand/Monthly
e-bike Incidents	Fire/Tampering/Vandalism	Admin Tool	On Demand/Monthly
e-bike Incidents	Leaking Batteries	Admin Tool	On Demand/Monthly
e-bike Incidents	Charging	Admin Tool	On Demand/Monthly



Appendix D: Detailed Marketing Plan

Overview





Messaging

1 Program Awareness

Overview: Multi-channel campaign to introduce Lime to all city residents and raise broad awareness of the program. The engagement campaign will encourage new users to try Lime and inform them how to operate the vehicles.

PROGRAM AWARENESS	SUB CAMPAIGN	OVERVIEW	KEY MESSAGES	BROAD TARGET AUDIENCE(S)	ADDITIONAL TARGETING	EXAMPLE CONTENT CONCEPTS
	Introduce Lime Vehicles	Broad outreach to inform city residents about the program.	<ul style="list-style-type: none"> - Lime has arrived in the city - Where to find Lime vehicles - Lime's operating zones - Key benefits of electric micromobility - Download the app 	All residents 18+		<ul style="list-style-type: none"> - Engage local media outlets to announce the launch - Charleston-specific GIFs showing the vehicles in recognizable spots - Educational content on where, how, and why to use Lime vehicles - Maps with exemplary routes to ride Limes across Charleston
	How to Ride	Educational content to inform residents how to operate Lime vehicles.	<ul style="list-style-type: none"> - How to rent a Lime vehicle - Highlight simplicity of user experience - How to ride responsibly 	All residents 18+		<ul style="list-style-type: none"> - 'How to Ride' video - First Ride events

2 Modal Shift

Overview: Multi-channel education campaign encouraging people to switch to electric micromobility for short trips. Highlight the benefits and the types of journey that would best suit taking a Lime vehicle.

MODAL SHIFT	SUB CAMPAIGN	OVERVIEW	KEY MESSAGES	BROAD TARGET AUDIENCE(S)	ADDITIONAL TARGETING	EXAMPLE CONTENT CONCEPTS
	RISE DON'T DRIVE	Encouraging people to use Lime vehicles (other than private vehicles) for shorter trips	<ul style="list-style-type: none"> - Riding Lime's electric vehicles is an environmentally friendly alternative to driving - Get outside to enjoy the weather - Empowering people who have never used micromobility before to feel included and excited to try a new mode of transport 	All residents in service territory	Car owners, commuters	<ul style="list-style-type: none"> - Shareable statistics on driving vs electric transport. Focus on the small changes people can make. - Videos of new users (all demographics) using the vehicles for the first time. - Maps with exemplary routes to ride Limes across Charleston and to prime attractions.
	WALK FIRST, RIDE SECOND	Encouraging people to use Lime vehicles where they cannot otherwise reasonably walk	<ul style="list-style-type: none"> - Lime vehicles are one of a number of sustainable ways to travel - You should always try to walk shorter journeys of under a mile, and then switch to Lime vehicles for longer distances - Active travel is good for Charleston and good for you 	All residents in service territory	App users, non-drivers	<ul style="list-style-type: none"> - Working with local influencers to film Lime footage of neighborhoods around Charleston neighborhoods to their local spots - Stats on how much air pollution has reduced over 2020 and how we can maintain those levels in 2021 - User generated content around a campaign hashtag encouraging users to share content of them riding around Charleston - Events w/ bicycle advocacy group/commuter organization partners
	RISE THE START AND/OR END OF YOUR JOURNEY WITH LIME	Awareness campaign encouraging people to use Lime vehicles to connect to transport hubs and as a first and last mile solution	<ul style="list-style-type: none"> - Riding Lime vehicles is a great way to get to and from CAR's stops at the start and end of your journey - An efficient addition to your journey to get where you're going with ease - Connects residents using public transit to their vehicles 	All residents in service territory	App users, transport users	<ul style="list-style-type: none"> - Local maps highlighting areas where connections could be more efficient and encouraging people to use Lime vehicles between hubs - Direct mailers to residents living in transit deserts
	SUSTAINABILITY	Environmental benefits of choosing Lime vehicles as a form of transport	<ul style="list-style-type: none"> - Environment and air quality benefits of Lime vehicles and active travel - Renewable energy powering Lime vehicles - Partnership with WWF 	All residents in service territory	App users	<ul style="list-style-type: none"> - Blog series on environmental benefits of e-transport - Hang tags with stats on how riding Lime vehicles reduces GHG emissions - In-app messages reminding users that to choose Lime vehicles is to choose a sustainable form of transport that is good for the planet



3 Rider Education/Encouraging Good Behavior

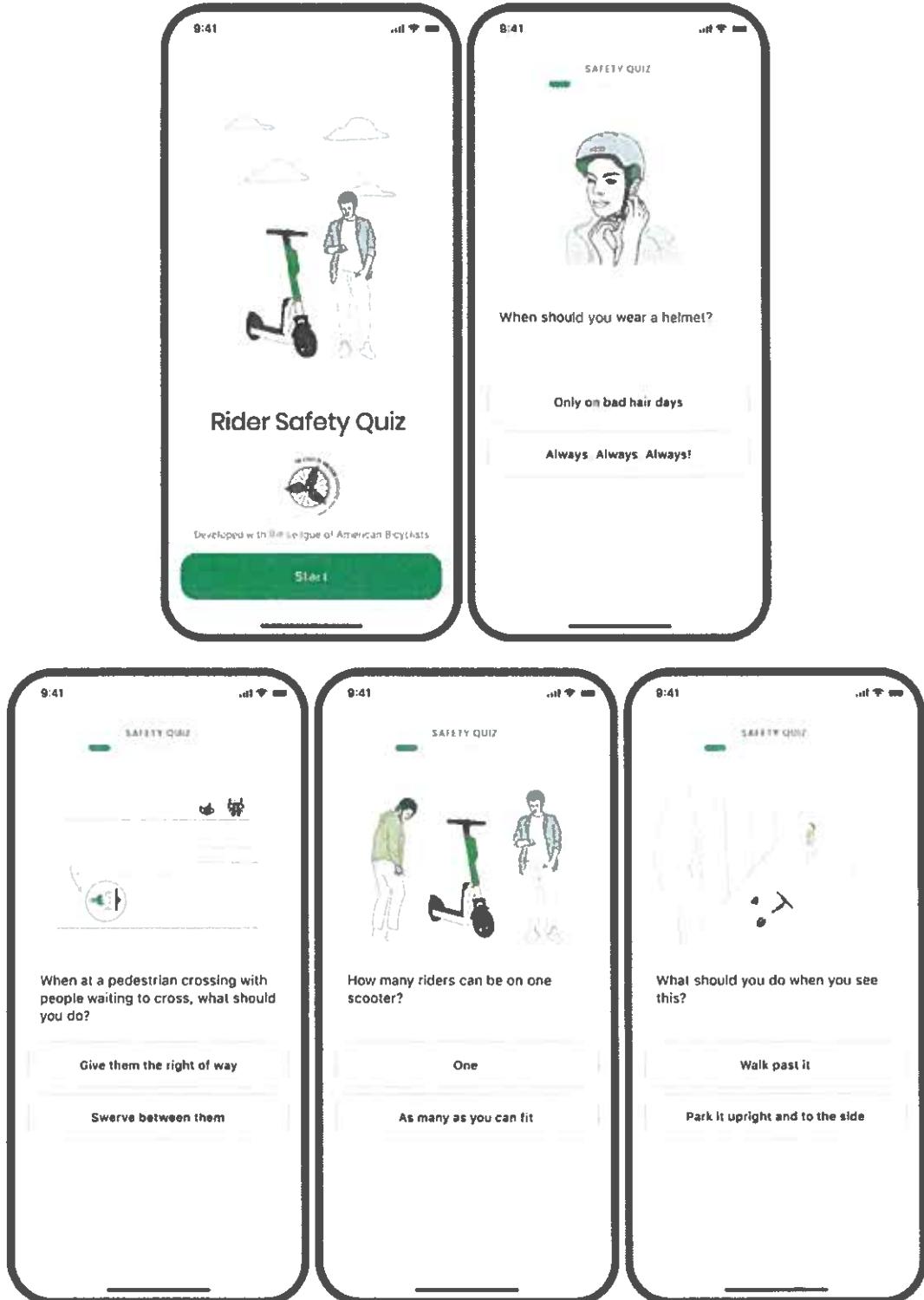
Overview: Multi-channel education campaign delivered through digital and offline channels with a primary focus on how to ride and park responsibly.

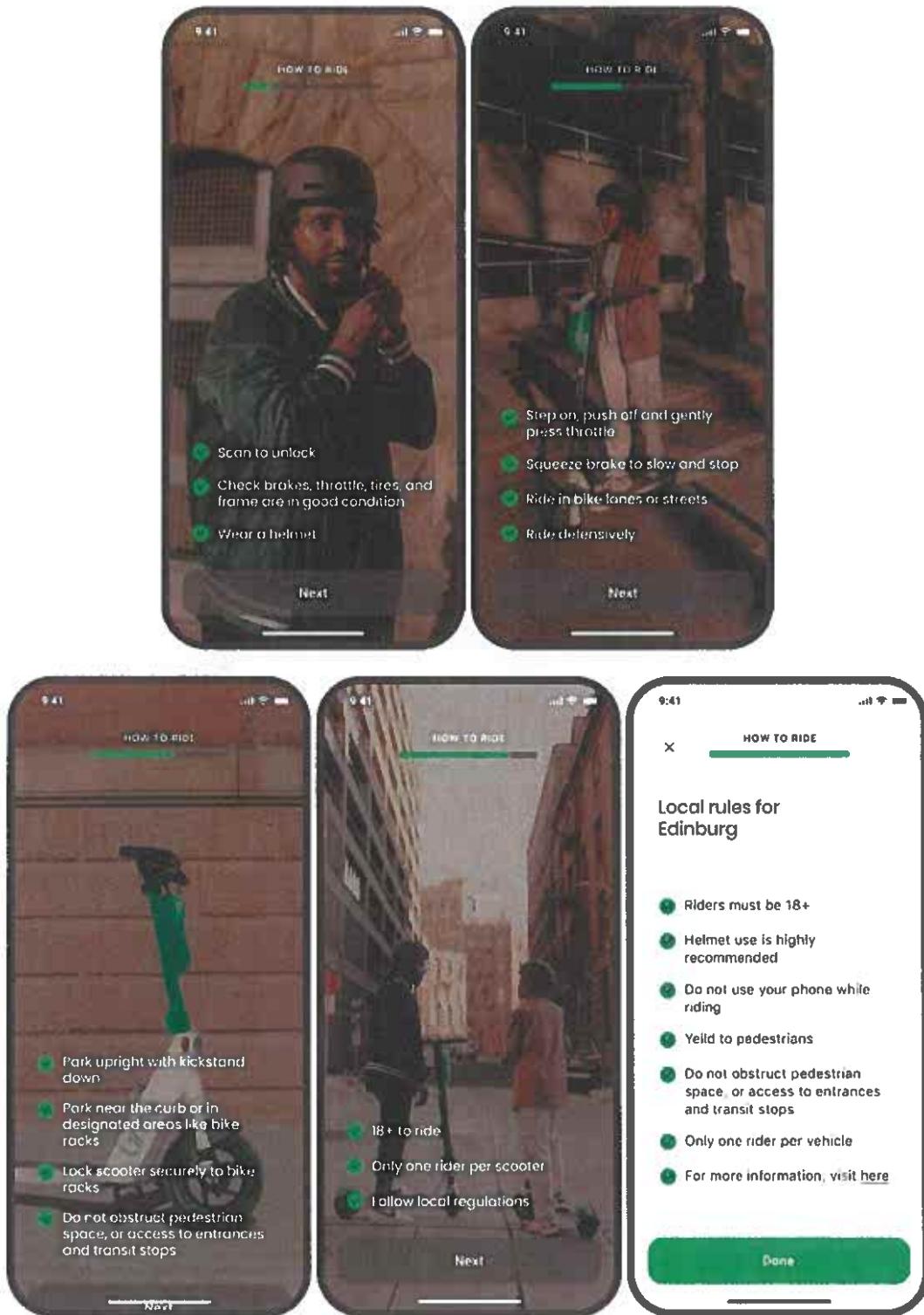
SUB CAMPAIGN		OVERVIEW	KEY MESSAGES	BROAD TARGET AUDIENCE(S)	ADDITIONAL TARGETING	EXAMPLE CONTENT CONCEPTS
RIDER EDUCATION/BEHAVIOR	SAFE RIDING	Educating new and existing users on how to use Lime vehicles safely.	<ul style="list-style-type: none"> • Tips for how to ride safely • Sign up to Lime's virtual driving school • Encourage helmet use • City-specific rules of the road • Training mode: not yet available 	App users	New users	<ul style="list-style-type: none"> • Interactive Instagram and Facebook Stories with polls showcasing good and bad rider behavior, encouraging audience to participate actively in learning how to and how not to use e-scooters. • Blog series and emails to app user's sharing information about and insights from Lime's virtual driving school. • First Ride Events • "How to Ride" video • In-app safety quiz for new users • Hang tags with city-specific rules of the road • In-app notification about "Training Mode" option for new users.
	PARKING CORRECTLY	Educating new and existing users on how to park Lime vehicles correctly. Targeted messaging to users who have attempted to park incorrectly.	<ul style="list-style-type: none"> • How to park safely • Where not to park • Community responsibility to keep spaces safe for all, including people with disabilities 	App users	Male users 18-30, users who have attempted to park incorrectly	<ul style="list-style-type: none"> • Push notifications towards users who have attempted to park incorrectly and specific messaging towards male users aged 18-30. • Borough-specific images of scooters parked correctly as well as in various incorrect places. • Content series digging into the technology behind the e-scooters, how and why certain areas are restricted and the benefits of it for all. • DOH encouraging correct parking.
	PREVENTING RISKY BEHAVIOR	Educating new and existing users on how to ride responsibly. Targeted messages to users ages under 18.	<ul style="list-style-type: none"> • Age requirements to ride • Maximum age for riding as determined • Community responsibility to keep spaces safe for all • The risks of drink/drug riding • Not using mobile phones while riding • How to stay visible in darker conditions 	App users	Under 18s, 18-30 male, users who have been flagged as riding dangerously	<ul style="list-style-type: none"> • Checklist of how to ride safely (e.g. sober, via bid, helmet) • In-app messages warning not to ride dangerously. Specific messaging for users aged under 18 emphasizing the user age restriction as well as messaging towards 18-30s males around the dangers of drink/drug riding. • In-app root cause test for rides taken after a certain time of day. • DOH ads discouraging tandem riding.
	PREVENTING SIDEWALK RIDING	Educating new and existing users on the rules against sidewalk riding. Targeted messaging to users who have been flagged.	<ul style="list-style-type: none"> • Dangers of riding on the sidewalk • How to ride safely on the road • Community responsibility to keep spaces safe for all, including people with disabilities • Why it is safer to ride in the road 	App users	18-30 male, users who have been flagged as riding on the sidewalk	<ul style="list-style-type: none"> • Educational content around cycling, consequences of riding on the pavement and why it is safer to ride in the road. • In-app messages warning not to ride on the sidewalk.

4 Community Engagement: Customer Service, Equity, and Accessibility

Overview: Multi-channel campaign to engage with harder-to-reach audiences and those that may believe Lime is not for them. Raise awareness that Lime is available and accessible for all residents.

SUB CAMPAIGN		OVERVIEW	KEY MESSAGES	BROAD TARGET AUDIENCE(S)	ADDITIONAL TARGETING	EXAMPLE CONTENT CONCEPTS
COMMUNITY ENGAGEMENT	CUSTOMER SERVICE	Inform riders and non-riders how to get in contact with Lime, including to make a complaint.	<ul style="list-style-type: none"> • How to get in contact with Lime to make a request or complaint 	All residents in service territory		<ul style="list-style-type: none"> • Short video highlighting when you might need to contact Lime and when you don't need to (e.g. if you see a vehicle parked incorrectly, but it's not yours). • Local newspaper ads that Lime is now available in the area, how to get in contact with Lime, and how to make a complaint.
	EQUITABLE ACCESS	Multi-channel awareness campaign advertising how Lime is available to all.	<ul style="list-style-type: none"> • Information about Lime Access, who is eligible, and how to sign up • Details on payment options for unbanked and those without smartphones 	All residents in service territory	LIME able users	<ul style="list-style-type: none"> • Blog and video content from Access users who have used Lime Access. • In-app information about Lime Access • Local newspaper ads for Lime Access • Events with community organizations or partners • Hang tags with information on Lime Access and payment options
	ACCESSIBILITY	Multi-channel awareness campaign advertising Lime is for all.	<ul style="list-style-type: none"> • Adaptive vehicle fleet options available to persons with disabilities via the Lime app and website, at no cost, and will be delivered to the front doors by Lime operations staff 	All residents in service territory		<ul style="list-style-type: none"> • Events with community organizations or partners • Local newspaper ads for Lime Able • Lime mailing lists

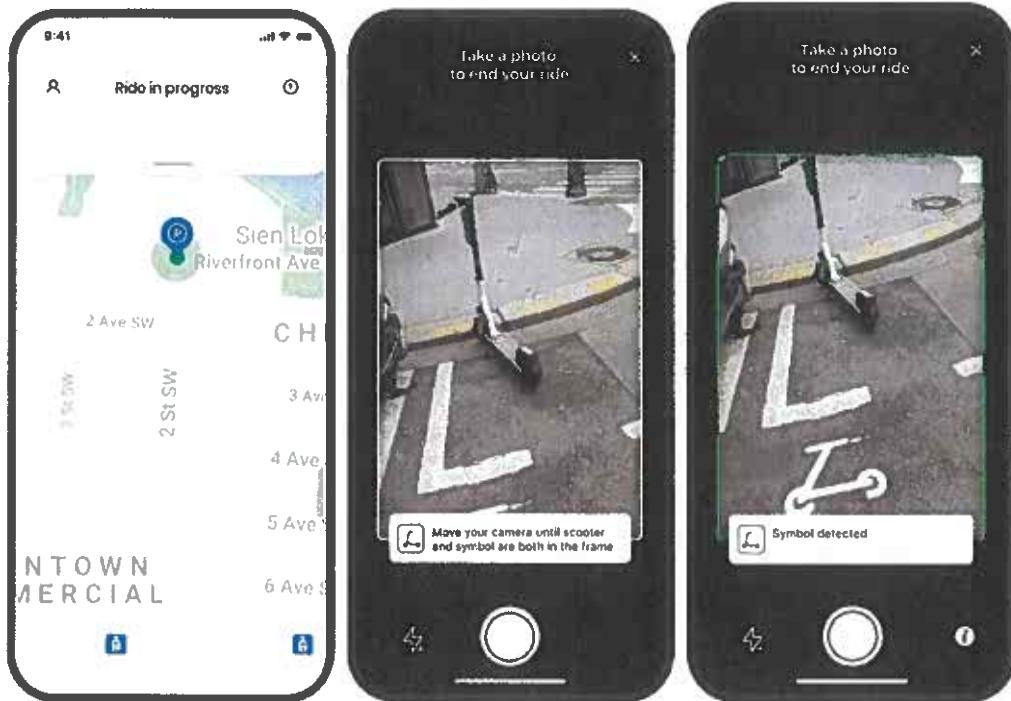
**Appendix E: Rider Quiz Screenshots**



In app safety training



Appendix F: End-of-Trip Photos and Validation Screenshots



Appendix G: Industry-Leading Geofencing Technology

Every Lime e-scooter is equipped with global positioning system (GPS) technology that communicates with our back-end Operations Systems to track the vehicle's position and control ride behaviour. As a result of investments in our hardware and software, Lime now offers the industry's most accurate and responsive geofencing capabilities, allowing vehicles to implement geofence zone commands up to 90% faster and 30% more accurately than in 2020. Lime's GPS technology is accurate to within 30 cm and implements geofenced zones within .7 seconds.





<ol style="list-style-type: none"> Every 60 seconds, vehicle sends location to the server (in most cities) Transmits via cell network to data centre Lime server determines commands Commands (slow, stop, do not lock) transmit via cell network to vehicle Vehicle receives & implements commands on average 30-35 seconds after entering geofence 	<ol style="list-style-type: none"> Every 1 second, vehicle processes its location relative to the internal zone map Every time vehicle detects operation in a new zone, it transmits signal to server via cell network Lime server determines commands Commands (slow, stop, do not lock) transmit via cell network to vehicle Vehicle receives & implements command 7 seconds after initial signal in step 1
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"The Lime team has been responsive to concerns raised by neighbourhood and business groups and has worked closely with myself and City leaders to implement geofencing and other safety protocols... We have seen generally strong compliance from Lime in working with the City long-term and I am confident this focus on compliance and safety will continue if they are selected to operate... As a strong supporter of innovative mobility options, it has been a pleasure to work with an operator that is responsive, flexible and focused on providing reliable e-scooter operations such as Lime. "

– Justin Snowden, City of Detroit (MI), Office of Mobility Innovation

Lime uses geofencing to create virtual “zones” that limit speed, designate parking areas, and limit service areas. We display these geofenced zones prominently in our app to enhance rider awareness and compliance, as well as notifying riders via an audible alert that they have entered a geofenced zone. Additionally, we share data with the City, including locations of all e-scooters and trip start and trip end information, to actively monitor and validate Lime’s compliance.

Our zone types include:

- **Service Zone (Boundary Limits):** Riders cannot travel outside the Service Zone
- **Mandatory Parking Zone:** Riders are only allowed to park in specified corrals, and cannot end their ride outside the corral area. Lime will create mandatory parking zones in Charleston.
- **Preferred Parking Zones:** Identified in the app, these are specific corrals, racks, or other designated spaces where riders are encouraged to park their e-scooter (but not required). We can use incentives to encourage parking in these areas.
- **Slow Zone:** In slow zones, a rider’s speed is automatically and gradually reduced to meet the zone-specific speed limit. Lime would propose to work with the City to determine the most appropriate slow zone areas, but would expect to implement them along multi-use paths and trails that are shared with pedestrians.
- **No-Ride Zone:** Similar to a Slow Zone, but the vehicle throttle will deactivate and users must physically roll the vehicle outside the zone in order to re-accelerate or end the trip.
- **Info Zone:** An in-app message is triggered to provide geography-specific information. We will use this functionality, for example, to inform riders when they are in areas where parking corrals are available.

Any of these zone types can quickly be created, adjusted, or removed. We will work closely with the City and community stakeholders throughout our operations to implement and modify geofencing as needed.

EXHIBIT E

ADDENDUM

1. SCOPE OF WORK; OPERATIONS PLAN

Scope of Work; Schedule. Neutron Holdings, Inc. DBA Lime (hereinafter referred to as "Lime") shall provide the Capital Equipment and implement the System. In addition, Lime shall operate the System in accordance with the Operations Plan attached hereto as Exhibit A (the "Operations Plan"). Lime shall be responsible for managing the details and execution of the Work and thereafter to operate the System in accordance with the Operations Plan, it being understood that the City is relying on Lime's experience with designing, implementing, managing and operating other bike share systems in other cities. All Work must be performed in accordance with this Contract.

1.1. Adjustments or Changes to the Work. Subject to the terms and conditions hereof, the City may order adjustments or changes to the Work consisting of additions, deletions, or other revisions. Such adjustments or changes to the Work by the City will not result in any change to the amount of compensation due to Lime, unless such adjustments or changes to the Work are material and the Parties have agreed to a written amendment to this Contract memorializing any resultant changes. The Parties agree that without the prior written consent of Lime, Lime shall not be required to accept any adjustments or changes to the Work from the City that require additional expenditures or other material commitments to the Project beyond those specified herein.

1.2. Inspection. The City and its agents and representatives have the right at any reasonable time to inspect any portion of the Work, including examination of all materials, plans, specifications, drawings and other matters relating to the Work, in order to verify that the Work is progressing in an expeditious and continuous manner; provided, however, such inspection by the City is solely for the purpose of protecting the City's rights and interests, and will under no circumstances impose any liability on the City or result in a waiver of any Default of Lime or be a representation that Lime is or will be in compliance with applicable Laws.

1.3. Failure to Address Maintenance Obligations. In the event that Lime, after having been given notice and opportunity to cure by the City in writing of a maintenance or operation failure, the City may charge fines (except in the case where the maintenance or operation failure arises out of and/or persists as a result of a Force Majeure Event or Supplier Defect).

1.4. Correction of Defective Work. Subject to the terms and conditions hereof, Lime shall be solely responsible for the correction of defective or non-conforming Work.

1.5. Supplier. Lime shall negotiate with and enter into a Supply Agreement with the Supplier subject to and in accordance with the applicable terms hereof by the date specified in the Scope of Work. The City shall have the right to review and approve the Supply Agreement and any amendments thereto.

2. LICENSE; OWNERSHIP

2.1. License to Operate. Subject to the terms and conditions set forth in this Contract, the City hereby grants to Lime an exclusive license to operate the System within the municipal boundaries of Charleston.

2.2. License to Use System Marks, City Marks, Sponsor Marks and Lime Marks. Subject to the terms and conditions set forth in this Contract, the City and Lime agree to cooperate to license and or sub-license, as their interests may appear, the City Marks, the System Marks, the Sponsor Marks and/or the Lime Marks (as applicable) for use in association with promoting the System. For illustrative purposes, in the event that Lime secures the Title/Presenting Sponsor and enters into a sponsorship agreement with such Title/Presenting Sponsor, Lime shall secure a sublicense for the City to use the Sponsor Marks of such Title/Presenting Sponsor for promotion of the System.

2.3. Rights, Authorizations, Licenses, Permits and Other Permissions. The City will not require permits on any of the Bicycles, Stations, Kiosks or other physical elements of System. Lime shall, at its sole cost and expense, obtain any and all rights, authorizations, licenses, permits and other permissions (collectively, "Permits") required from all local, state and federal governments, and other entities necessary for Lime to perform and complete the Work in accordance with this Contract. The City's execution of this Contract shall neither constitute nor be deemed to be governmental approval of, or consent to, any Permits required or needed to be obtained by Lime. The City agrees to use reasonable efforts to assist Lime in securing Permits needed from City bureaus and agencies of the State of South Carolina.

2.4. News Releases and Public Announcements. Subject to the terms hereof, the Parties shall work together to issue press releases, public statements and respond to media inquiries regarding this Contract and the System; provided, however, that the City may issue press statements or marketing communication independently. Lime shall have the right to make announcements to Subscribers and on the System website/mobile application regarding matters without the prior approval of the City, such as: (a) Lime shall have the right to publish information regarding performance under this Contract, or of the results and accomplishments attained in such performance, (b) the City and City officials shall not be limited in responding to inquiries about the System and (c) nothing contained herein shall limit Lime's right, in the performance of its obligations hereunder, to make announcements and issue statements to promote the System, System-related events (e.g. new station opening) and promotions for the purpose of promoting the System, including in connection with the use of City Marks, System Marks and/or Sponsor Marks.

3. INTELLECTUAL PROPERTY.

3.1. System Marks. The Parties will work together to create and/or select the official name and logo of the System which shall be part of the System Marks. The City shall approve the final name and logo of the System. The City shall clear and register the System Marks, except for Lime Marks and Sponsor Marks. Lime shall be responsible for acquiring a license from the Sponsor for Lime and the City to use the Sponsor Marks. Subject to the terms hereof, Lime shall have the right to license the System Marks to Sponsors for the purpose of promoting and raising funds for the System as contemplated herein. The City retains the right to use System Marks regardless of the continued participation in the System by Lime or the Title Sponsor or Sponsor. Notwithstanding

the foregoing, the City may agree to creation and/or selection of a System Mark that is the Intellectual Property of a Sponsor (e.g., "CitiBike" is a mark of the New York City system belonging to the title sponsor, Citigroup, Inc.) in which case such System Mark shall be the property of such Sponsor during and after the Term in accordance with the Sponsorship agreement to which such Sponsor is a party.

3.2. City Marks. The City hereby grants to Lime and sublicensees a non-exclusive, royalty-free license to use, during the Term, the City Marks and other Intellectual Property of the City to, upon prior written approval by the City, operate and promote the System in accordance with the terms hereof. Upon expiration or termination of this Contract, Lime's license in and to City Marks and City Intellectual Property will be immediately terminated and Lime shall cease use of the City Marks and City Intellectual Property. If requested by the City, all physical, electronic, and other tangible representations of same will be destroyed or returned to the City at no additional cost or expense to the City.

3.3. Lime Marks. Lime hereby grants to the City a non-exclusive, royalty-free license to use, during the Term, the Lime Marks (including any System Mark if and to the extent it includes a reference to Lime) to, upon prior written approval by Lime, promote the System in accordance with the terms hereof. For the avoidance of doubt, if and to the extent any System Mark includes a reference to Lime (or any Lime Marks) the same shall be considered "Lime Marks" to be owned by Lime hereunder. Upon expiration or termination of this Contract, the City's license in and to Lime Marks will be immediately terminated and the City shall cease use of the Lime Marks and Lime Intellectual Property.

3.4. Sponsor Marks. Lime will obtain or assist the City in obtaining non-exclusive licenses or sublicenses to use, during the Term of any Sponsorship agreement, any and all of the Sponsor Marks to promote the System in accordance with the terms hereof; provided, however, the City's use of any Sponsor Marks will comply with reasonable quality control measures required by a Sponsorship agreement to which the City and Sponsor have given its advance written approval. Upon expiration or termination of this Contract, the City's license in and to Sponsor Marks will be immediately terminated and the City shall cease use of the Sponsor Marks and Sponsor Intellectual Property.

3.5. Approvals. In order to maintain consistency and quality with respect to the style and appearance of the Marks, before (a) commencing production of any commercial or other advertisement, promotion, or other materials for exploitation hereunder using any of the Marks, or (b) releasing any advertising, publicity, or press releases or other press materials using any of the Marks, the producing/releasing Party shall submit, as applicable, the concept, artwork, design, text, and/or photographs for same to the other Party hereto at least five (5) business days prior to production or release of such item for approval (such approval not to be unreasonably withheld). In addition, the Parties agree that they shall review concepts and designs of any advertising, promotional or other materials using the Marks at regularly scheduled marketing meetings. Under no circumstances shall a use of any Marks be approved which reflects unfavorably upon or disparages any Party hereto or any Sponsor. All approvals shall be in writing (confirmed e-mail communication shall be sufficient). In the course of performing its obligations or exercising its rights hereunder, each Party may request that the other Party provide certain material (e.g., camera ready artwork for the City Marks or the Lime Marks, as applicable) in connection with the development of promotional material hereunder (including but not limited to development of signage and print and other media promotional materials). Each to provide such material as

reasonably requested by the other Party for such development, in a timely manner and free of charge, provided it has such material in its possession.

3.6. Intellectual Property Acknowledgement and Protection. Each Party acknowledges that it acquires no title or interest in the Intellectual Property of the other Party by virtue of the licenses set forth herein. Any goodwill attaching to the use of the Intellectual Property of any Party hereto as it appears in materials created by any Party hereto shall be the sole property of the owner of such Intellectual Property or its designees and is hereby irrevocably assigned to such owner or its designees. Each Party shall cause to appear on all advertising and promotional materials used in exercising the rights (to the extent such materials use the Marks of the other Party) hereunder appropriate copyright and/or trademark notices as designated by the other Party. Neither Party shall, during the Term or thereafter, attack the rights or interests of the other Party or its designees in and to the Intellectual Property of the other Party. The Parties agree to reasonably assist each other in protecting the System Marks, including but not limited to reporting to the other Party any infringement or imitation of System Marks of which it becomes aware. Each Party will have the sole right to determine whether to institute litigation with respect to any such infringements of System Marks to the extent that a Party has ownership interest in such System Marks, as well as the sole right to select counsel. Pursuant to the preceding sentence, a Party may commence or prosecute any claims or suits for infringement of System Marks in its own name (if it has an ownership interest in the affected System Marks) or join as a party thereto. If any Party brings an action against any infringement of the System Marks owned by it, the other Party will reasonably cooperate and be reimbursed for its reasonable and pre-approved out-of-pocket expenses (if any) in connection therewith.

3.7. Copyright. The copyright to any work developed under this Contract by Lime exclusively for the City will be the exclusive property of the City, except to the extent that any such work product includes the Intellectual Property of Lime or Sponsor, in which case such work product shall be the property of Lime or Sponsor as their interests may appear. If this Contract results in a copyright owned and/or controlled by Lime, the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, for the City's governmental purposes including after the Term, such copyright.

3.8. Patent. If during the course of performing its obligations hereunder, Lime jointly creates with the City any patentable items, processes or inventions (other than any of Lime Intellectual Property existing as of the Effective Date), then Lime shall own such patentable item, process or invention as its Intellectual Property and Lime agrees to grant the City a royalty-free, nonexclusive and irrevocable license to use such patentable item, process or invention solely for the City's governmental purposes including after the Term (even if such Intellectual Property derives from Lime's existing Intellectual Property as of the Effective Date).

4. SYSTEM SPONSORSHIP AND FUNDING.

4.1. Source of Funding. Subject to the terms and conditions of this Contract, including the conditions precedent set forth in Addendum Section 5 hereof, the Parties expect that the System shall be funded primarily through Funds provided by Lime but potentially through public funds.

4.2. Sponsorship Funds. Subject to and in accordance with the terms hereof, Lime shall have the semi-exclusive right to procure Sponsors for the System (whether directly or through its designated sponsorship agency) as more particularly described herein. The City shall be the only other entity

with a right to secure Sponsors for the System but only with respect to (a) a Title Sponsor prior to the Effective Date; and (b) beginning one (1) year after the Effective Date, Secondary Sponsors solely in connection with expansion of the System to areas outside of the original System size. The City will work in good faith with Lime to assist Lime in obtaining Sponsorships throughout the Term. The Parties may collaborate regarding efforts to secure Sponsors including identifying all target sponsors, developing pitch materials and strategies and participating in meetings and conference calls with prospective Sponsors.

4.3. Lime Funds. Lime shall use its private funds, including revenues from its Sponsorship Administrative Fee, Other Sponsorships to operate the System during the Term. In addition, Lime, has the right, but not the obligation, to use Lime Funds to expand the System as contemplated herein.

4.4. Types of Sponsorships. Sponsorship categories are as follows:

4.4.1. Title Sponsorship. Lime, working with the City, shall use reasonable efforts to procure a Title Sponsor for the System ("Title Sponsorship") for 5 years for the System, provided that such Title Sponsorship period may be as short as 3 years at Lime's reasonable discretion subject to City approval. Title Sponsors may have the right to receive recognition on some or all of the following System components: Bicycles, Hubs, Kiosks, Subscriber Cards, Racks, vehicles, uniforms, website, mobile applications, Subscriber mailings and communications and other components as mutually agreed upon by the Parties. The Title Sponsor may also have the right to name the System and/or jointly create System Marks that include Sponsors Marks, subject to the prior approval of the City.

4.4.2. Secondary Sponsorships. Lime shall use reasonable efforts to procure Secondary Sponsors for the System. Secondary Sponsors may have the right to receive recognition on some or all of the following System components: Bicycles, Hubs, Kiosks, Subscriber Cards, Racks, vehicles, uniforms, website, mobile applications, Subscriber mailings and communications and other components as mutually agreed upon by the Parties. Beginning one (1) year after the Effective Date, the City shall have the right to secure Secondary Sponsors, but solely for expansion of the System beyond the original size provided that (a) such Sponsors shall only have the right to be recognized on System Racks and Kiosks within the expansion area and (b) such Sponsors shall not conflict with any other Sponsor that has exclusive rights in connection with the System.

4.4.3. Other Sponsorships. Lime shall have the right to procure Other Sponsorships for the System. "Other Sponsorships" are sponsorships that (a) provide Sponsor recognition on non-physical aspects of the System (i.e., excluding Bicycles, Hubs, Kiosks, Subscriber Cards, Racks and vehicles) including, without limitation, website, mobile application, licensing relationships and the like irrespective of the amount of revenue derived in exchange for such recognition and/or (b) provide recognition on physical components of the System but that do not exceed \$200,000 in aggregate gross revenue throughout the Term (or the term of such Sponsorships if that is longer than the Term) in exchange for such recognition. Lime agrees that during the first twelve (12) months of the Term it shall not pursue Other Sponsorship opportunities (unless otherwise approved by the City) on physical components, but will focus on sales efforts pertaining to the Title Sponsor and Secondary Sponsors. The City acknowledges Lime's right to pursue Other Sponsorships on non-physical components throughout the Term. Other Sponsors on physical components may have the right to receive recognition on some of the following System

components: Bicycles, Hubs, Kiosks, Subscriber Cards, Racks, vehicles, uniforms, website, mobile applications, Subscriber mailings and communications and/or other components as mutually agreed upon by the Parties.

4.5. Use of Sponsorship Funds.

4.5.1. Title Sponsorship Funds and Secondary Sponsorship Funds Raised by Lime. All Title Sponsorship Funds and Secondary Sponsorship Funds shall be considered to be Lime Funds hereunder and shall be retained by Lime without deduction or setoff whatsoever.

4.5.2. Other Sponsorships. All Sponsorship Funds derived from Other Sponsorships ("Other Sponsorship Funds") shall be considered to be Lime Funds hereunder and shall be retained by Lime without deduction or setoff whatsoever.

4.6. City Approval of Sponsors; Conditions to Sponsorship Agreements. The City shall have the right to approve each Sponsor prior to the execution of a binding Sponsorship agreement between Sponsor and Lime (such approval not to be unreasonably withheld), provided that a Sponsor that operates in any of the Approved Categories and that does not conflict with any existing Sponsors shall be deemed approved hereby. Without limiting the foregoing, the City shall have the right, if and as requested by the City to review the terms of any Sponsorship Agreement (and any and all amendments thereto). Lime may enter into agreements with Sponsors that conform to the following requirements and any other applicable requirements of this Contract:

- (i) Lime may offer exclusive rights in each of the Approved Categories to the Title Sponsor and Secondary Sponsors, in Lime's reasonable discretion based on the amount of the financial commitment of each such Sponsor to the System. Lime may exercise its rights to sell Sponsorships hereunder either directly or through a sponsorship agency, provided that Lime shall retain all responsibility for fulfilling the obligations hereunder notwithstanding the engagement of any such sponsorship agency;
- (ii) Lime shall have the right to provide Sponsors with incentives and other promotional elements related to the System as consideration for a Sponsor's support of the System, including discounts on standard pricing for all products and free memberships;
- (iii) Nothing contained herein shall require Lime to enter into Sponsorship Agreements unless all of the terms therein are acceptable to Lime; and
- (iv) The Parties agree that no entity shall be approved as a Sponsor hereunder if such entity (whether a business or other organization) restricts membership or access based upon any category protected under the City's civil rights ordinance or state or federal law and/or is not legally open to, or may not legally sell its products or provide its services to the City's citizens of all ages.

4.7. Secondary or Other Sponsorship Agreement Template. Lime shall propose a template for Secondary Sponsorship Agreements or Other Sponsorship Agreement for the City's review,

comment and approval. Once the template has been approved by the City, Lime need only seek the City's approval of substantive changes from the City-approved form.

4.8. Sponsorship Policy. Lime acknowledges and agrees that the following Sponsorship Policy (collectively, the "Sponsorship Policy") applies to all Sponsors and all components of the System.

- (i) Recognition of Title Sponsor and Secondary Sponsors on the System (including on digital components thereof) shall be in accordance with the terms and conditions set forth in the Contract. All Sponsor recognition related to the System shall be subject to the prior written approval of the City;
- (ii) The City expressly retains approval rights over any speech on the System, which is the City's speech;
- (iii) Recognition of Sponsors on physical components of the System, including the Title Sponsor, is limited to text of Sponsor name, including font treatment, and logo, but may not include corporate contact information or text suggesting a call to action by consumers. Public interest messaging that the City determines to be non-commercial in nature may also be included. Sponsors may elect to provide the same allowable information from a non-profit organization of their choice as long as the non-profit organization meets all the other Sponsorship Policy criteria and provides services within the service area;
- (iv) Sponsors may receive recognition on different elements of the System, including Bicycles; Kiosk, Map Panel; Project web and social media sites; Rack; collateral, such as vans, t-shirts, helmets, reports, casual Subscriber receipts; and member key. Lime may request additional locations to recognize Sponsors, which requests will be approved or not in the City's reasonable discretion;
- (v) Sponsor recognition on System website, mobile application and social media sites may include promotional offers for Subscribers and users from Sponsors, public interest messages or promotional offers to Subscribers or users that link to Sponsor web site, and the re-posting of public interest messages from Sponsor's social media sites; Lime shall provide users a clear and simple way to opt out of such public interest messages and/or promotional offers; and
- (vi) The City may consider and allow the placement of decorative photographic images on the System and the System website, mobile application and System social media sites if the City determines that such images are iconic or representative of the City, and that such images could appropriately be adopted as the City's speech. If Lime on a Sponsor's behalf wishes to propose the use of any such images, Lime must first provide the image to the City for its review and approval, together with Sponsor's representation that the image is legally available for such use and that such use will not violate the rights of any third parties (such as copyright or trademark rights).

The City shall have sole and final discretion to determine whether to permit and adopt such decorative images as City speech.

4.9. Payment Procedures. Lime shall handle all System monetary transactions.

4.10. System Revenues. All System Revenues shall belong 100% to Lime.

4.11. Subscriber and User Pricing Plan. Lime pricing shall follow the proposal as submitted unless both parties agree in writing to any changes in pricing.

Lime shall have authority to create and price additional fare products, including fare products that discourage usage during peak hours through variable and/or increased rates.

4.11.1 Products for Low Income Populations. Lime is encouraged to create programs with the City to provide lower cost products for targeted low-income populations. The City and Lime may work together to provide a discounted product for monthly and/or annual memberships to provide access to low-income customers. The price will be set at a 50% discount from list prices on a monthly or annual membership. This may be administered by a third party, Lime, and/or the City. The City and Lime will explore providing a cash-only fare product to provide access to those without credit cards or checking accounts.

4.11.2 Review of Plan After the first year, Lime and City shall review usage and revenue and explore changes to the pricing policy. Lime with the consent of the City may increase pricing beyond the above ceilings to meet the goals listed in 6.13.3, along with others that are mutually beneficial.

4.11.3 Additional Fare Products. Lime has the authority to develop and price additional fare products to meet these and other goals: a) increase system utilization; b) increase system revenue; c) low-carbon solution to system rebalancing; and d) align trip pricing with the operational cost of that trip. Lime will consult the City on other user products.

EXHIBIT A

OPERATIONS PLAN

I. INSPECTION AND MAINTENANCE.

- A. Lime shall, at all times, follow and strictly comply with the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Capital Equipment.
- B. Lime shall perform, for every Bicycle placed, the following tasks at least (i.e., at a minimum) as needed, unless the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Capital Equipment require, recommend, or call for, a different frequency, in which case Lime shall comply with such requirement or recommendation:
 - i) inspect drive train for proper functioning and lubrication and repair as needed;
 - ii) inspect handlebar for proper centering and tightness and repair as needed;
 - iii) inspect tires for proper inflation, defects, and wear and repair as needed;
 - iv) inspect brakes for excessive wear and ensure proper working order and repair as needed;
 - v) inspect saddle for proper tightness, excessive wear, and deterioration and repair as needed;
 - vi) inspect shifters for proper functioning and repair as needed;
 - vii) inspect lights for proper functioning and repair as needed;
 - viii) inspect fenders and chain guard for proper functioning, defects, and wear and repair as needed;
 - ix) ensure that all other Bicycle components including, without limitation, the basket, bell, and sponsor attribution are properly attached and functioning and repair as needed; and
 - x) clean Bicycle.
- C. Lime shall perform, for every Bicycle at any time placed in service the following tasks at least (i.e., at a minimum) on an as-needed basis, unless the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Equipment require, recommend, or for a different frequency, in which case Lime shall comply with such requirement or recommendation:
 - i) remove and clean entire drive train;
 - ii) inspect and adjust tension, and true wheels;
 - iii) inspect tires for excessive wear, defects, and replace inner tubes; and
 - iv) inspect hubs for proper functioning.
- D. Lime shall, immediately upon discovery of a damaged and/or malfunctioning Bicycle proposed to be placed, or placed, in service in the service area, remove the Bicycle from service. In addition, the Project Officer may require Lime to remove a Bicycle from service for any reason.

- E. Lime shall inspect every Kiosk and Bicycle keypad to review for Identity Theft issues per industry standards.
- F. Lime shall remove all graffiti from all Capital Equipment no later than seventy-two (72) hours after discovery thereof, or receipt by Lime of a report of graffiti (such removal period to be no later than four (4) hours in the case of racist or hate graffiti when notified between the hours of 7:00 am to 7:00 pm, or if notified outside that window by 11:00 am the next day).
- G. Lime will, at a minimum, replace all Capital Equipment and parts pursuant to the manufacturer's warranty or as necessary due to damage or any other cause throughout the Term.

II. DISTRIBUTION OF THE BICYCLES.

Lime shall at a minimum distribute the Bicycles among the Stations and place the Bicycles in operable Racks throughout the day, three hundred sixty-five (365) days per year. Such distribution shall be critically timed to increase the probability that each Station, at all times, contains a sufficient number of empty Racks for Bicycles to be returned and occupied Racks containing Bicycles available for users. All Bicycles placed in operational Racks shall be in acceptable operating condition.

III. RELOCATION AND RECONFIGURATION OF STATIONS.

The City may require that a Station or parts thereof be relocated to accommodate unexpected commuting patterns, construction or other reasons. At the request of the Project Officer, Lime shall adjust the placement or configuration of a Station. The Project Officer will provide a minimum of ten (10) business days in advance for any requests regarding Station relocation or reconfiguration. The City has the right to move Stations with its own labor and equipment with no compensation to Lime. Lime shall have ten (10) business days in order to relocate a City Bike Corral, Rack, or a Station Corral.

IV. SYSTEM CALL CENTER

Lime shall provide to the City, all Subscribers, and the public at large, a toll-free telephone number for Lime's call center.

- A. The call center shall be in continuous operation twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- B. The operators at the call center shall be fully competent and knowledgeable to answer questions and provide information concerning, among other things, subscription process, subscription prices, billing, Crashes, comments, complaints, malfunction problems, and location of the Stations. The call center manager shall be knowledgeable about the Charleston region.

V. PROJECT WEBSITE AND SOCIAL MEDIA

- A. Lime shall create and maintain the content for the Project website and Project social media accounts.

- B. The Project Officer may request removal of content from website or social media accounts. Lime shall act judiciously and in a timely manner to remedy the content of the website and social media accounts to reflect the best interests of the City.
- C. Use of the City Marks must have the prior approval of the City.
- D. After written approval from the Project Officer, Lime shall upload a project website at least sixty (60) days prior to the Operational Date. Lime shall strive, but not be required, to enable membership purchasing through the website within thirty (30) days before Operational Date. Website shall comply with current Payment Card Industry Data Security Standards and Identify Theft Prevention standards. Lime shall, at all times, keep the website information updated, current, and accurate. Lime shall provide Project Officer continual and perpetual access to back end of web site that allows creation of daily, monthly or annual reports on System and operator performance, including but not limited to routes/trips, number of trips, number of bikes in operation and sum of time that Hub or Station is empty or full.
- E. Thirty (30) days prior to the Operational Date, Lime will also provide a bike share application for smartphone users to register for the System, identify the location of the Stations on a map in real-time, display status of the Station (availability of the Bicycles and the Racks), availability of a specific Station, reserve a Bicycle, place a hold on a Bicycle during a trip, and the ability to perform searches.

VI. Lime STAFFING

- A. Lime shall, at all times, provide sufficient and adequately trained staff to efficiently and promptly perform the Work.
- B. Lime's General Manager. Lime shall designate, in writing to the Project Officer, a General Manager. Such General Manager shall be fully knowledgeable of the contents of this Contract, the Project, and the Work. The General Manager shall be the primary point-of-contact between the Project Officer and Lime. The General Manager, or his/her designee, shall be available to Lime's employees, staff, and subcontractors and to the Project Officer at all times, twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year by telephone or by email. The General Manager shall have the authority of Lime to make prompt operational decisions concerning the Project and the Work. Lime may, at its option, designate by written notice to the Project Officer an additional person(s) who may be contacted by the City concerning the Work, provided however that: (i) the notice shall clearly specify the matters about which such additional person(s) is authorized to make operational decisions on behalf of Lime; and, (ii) the designation of such additional person(s) shall neither replace, supplant, or relieve the General Manager as the primary point of contact between the Project Officer and Lime.

VII. REPORTING

- A. Monthly Reporting Requirements to the City. Lime shall deliver a quarterly report, by the 30th day of the month at the end each quarter to the Project Officer with the following data in a form acceptable to, and approved by, the Project Officer. The

data shall reflect the Lime's applicable Work during the immediately preceding month. The monthly reports shall be as described below.

i. Usage Statistics:

- a) Miles traveled during the quarter and fiscal year-to-date;
- b) Total number of trips (a "trip" is the use of a Bicycle from one Rack to another Rack or back to the initial Rack or that ends or begins with the user placing or removing the Bicycle on/from hold for 1 minute or more) during the month and fiscal year-to-date;
- c) Average time duration per trip;
- d) Number of existing and number of new subscribers with as much demographic information that Lime is able to provide to the extent that no personal identifying information be disclosed.
- e) Number of trips originating from and arriving to each Station;
- f) Number of trips and number of users from users utilizing membership products targeted at increasing use by low-income users;
- g) Analysis of ridership trends and operational problems.

ii. Crash Summary:

- a) Number of each type of Crash (traffic violation, property damage, personal injury, hospital visit).

VIII. THEFT AND VANDALISM

Lime is solely responsible to repair and replace Bicycles and Stations damaged by vandalism and theft. There will be an allowable "shrink rate" of 1% per year for stolen City-owned bikes over the Term. Lime will make every effort to expedite the repatriation of all stolen City-owned equipment.

IX. STANDARD OPERATING PLAN.

Within three months of the Operational Date, Lime shall submit a draft Standard Operating Plan ("SOP") to the Project Officer. The SOP shall include detailed operating policies and procedures.

X. DATA

- A. At the request of the Project Officer, Lime shall make Usage Data available to the general public on the project web site. Operational data, proprietary technical information and personally identifiable information of Subscribers is not included in Usage Data.
- B. Lime shall provide login access to the System and the program Usage Data to the City.

C. Non-personal identifiable information data will be made accessible via an API provided by Lime.

XI. INTERRUPTION OF SERVICE.

A. Intentional Interruption of Service. If, at any time, Lime, determines, intends, or is required, to temporarily interrupt all or a portion of the Service, for any reason including, without limitation, weather, or other event or circumstance where continued service would be unavailable, impractical, or impossible, then Lime shall comply by a mutually agreed upon System Closure Policy. This policy shall be included in the Standard Operating Procedures.

B. Unintentional Interruption of Service. If, at any time, a System malfunction or an event or circumstance occurs where continuous service would be unavailable, and this causes or will cause a temporary interruption of Service, then Lime shall immediately contact the Project Officer by telephone and by email and specifically describe the reason, estimated duration, Lime's proposed actions to correct the cause of the interruption (if possible), and minimize the interruption, and Lime's plans to resume Service.

C. In the case of both Intentional and Unintentional Interruptions of Service, Lime shall be obligated to perform all necessary and appropriate acts to restart the Service as soon as possible.

EXHIBIT B TASK DETAIL

	Task	Description	Deliverable Date
1	Secure Sponsors	A. The Contractor will submit Title Sponsorship and Other Sponsorship plans for City approval. B. Submit new sponsorship or changes to sponsorship for City approval as needed	A. 30 days from Contract approval B. Ongoing

2	Develop System Brand	<p>The Contractor will develop or select a brand concept for the System that meets the marketing and public goals of the System and that may recognize a Title Sponsor subject to City approval.</p> <ul style="list-style-type: none"> A. Submit draft brand concept. B. Incorporate City comments on brand concept and resubmit. C. Submit draft image, including color scheme, logo images, and messages not already identified in brand concept. D. Incorporate City staff feedback. E. Finalize system brand 	All tasks complete within 30 days of execution of Title Sponsorship Agreement or within 30 days of Contract approval
3	Public Participation Plan	Work with City to develop the Public Participation Plan	30 days from Contract approval
4	Marketing Plan	<p>Contractor will develop a marketing plan that successfully promotes the System with the goal of meeting or exceeding membership sales and ridership projections.</p> <ul style="list-style-type: none"> A. Develop marketing plan for the Charleston market, including specific customer markets (low-income users and traditionally under-represented groups identified within the service area in the Public Participation Plan. The plan should also include methods to increase ridership, procure Corporate Memberships, partner with organizations throughout the community, and align with other transportation activities and goals. B. Develop a Subscriber and User Pricing Plan 	All tasks complete within 90 days of Contract approval

5	Station Plan and Public Outreach	<p>The Contractor will submit and gain approval for the station locations after receiving public input.</p> <ol style="list-style-type: none"> A. Initiate public outreach as outlined in Public Participation Plan. B. Submit initial System station map. Station locations must be in proposed service area and should emphasize maximizing ridership across all demographics, minimize operating costs and the loss of on-street parking revenue, and rebalancing demand on Stations. Any station location proposed for private property must receive initial oral or written expression of interest from property owner. C. Solicit public comment on the proposed station map. At a minimum, this will include an online map and coordinating with City to present station map at one or more public meetings, neighborhood meetings or public workshops, charrettes or drop-ins. D. Submit recommended System station map that incorporates feedback from City and public meetings. E. Incorporate final changes of City (Final station locations subject to approval by the City Traffic Engineer). F. Obtain rights and permissions for all stations not sited on City property or ROW for right of Contractor to conduct work on property and for public access to the site, 24 hours a day, 365 days a year to use System, including publicly and privately owned sites. Submit these written agreements to the City. G. Develop Site Plans for all final station locations providing necessary information for City to designate locations within the public ROW. 	All tasks complete within 90 days of Contract approval
6	Acquire System	<p>The Contractor will purchase and coordinate all Capital Equipment and software licensing, store and check equipment.</p> <ol style="list-style-type: none"> A. Equipment and software approved by the City. B. Install and execute System launch. 	All tasks complete within 90 days of Contract approval

7	Launch System	<p>The Contractor will hire and train local employees and contractors; install and execute System launch.</p> <ul style="list-style-type: none"> A. Select a General Manager for the System and conduct job and contractor recruitment and hiring. B. Acquire a warehouse to store the Capital Equipment and conduct operations in the area. C. Launch the Project website. D. Develop a sustainable rebalancing plan. At a minimum, plan should identify potential strategies, including pricing incentives and penalties, dynamic pricing, gamification, storage hubs, bike trailer utilization, station density and size, and testing of strategies. E. Install 75% of Stations and Launch System (Operational Date) and conduct large public launch event. F. Install 100% of Stations (Fully Operational Date). 	<ul style="list-style-type: none"> A. Within 60 days of Contract approval B. Within 60 days of Contract approval. C. Within 90 days of Contract approval D. Within 90 days of Contract approval E. Within 60 days of Equipment Acceptance F. Within 180 days of Equipment Acceptance
8	Operate System	<p>The Contractor will operate the system with at least 200 Bicycles initially and a number of stations at a prescribed level.</p> <ul style="list-style-type: none"> A. Contractor shall operate the System in accordance with the Operations Plan attached herein as Exhibit A. Contractor will also undertake research to determine the best approach to ensuring user safety, including helmet usage. B. Relocate Stations or make system modifications at the City's request to respond to construction needs, emergencies, or other unforeseen events. Perform audits at the City's request. C. Provide user data for bicycle planning purposes at the City's request. 	All tasks ongoing from Operational Date through end of Term.

EXHIBIT C

DEFINITIONS

The following words and phrases, when used in this Contract, have the meanings described below:

"Approved Categories" means the following areas of business and enterprise which are pre-approved categories for Sponsorships of the System: air transportation; athletic and outdoor apparel; specialty retail chains such as sporting goods; auto manufacturing and parts; bicycle manufacturing; construction and real estate development; consumer electronics; creative services (including advertising, marketing, and film and video production); department store and large format retail; quick service and casual dining chain restaurants; specialty chain restaurants such as coffee; non-alcoholic beverages and juices; energy; financial services, including investments and banking; credit cards; grocery and natural food products; health care services, health insurance, alternative care and hospitals; insurance (auto, home, life); Internet search providers and media streaming services; legal services; manufacturing; telecommunications; and transportation (except for bicycle) and logistics; and such other categories as reasonably requested by Lime and approved by the City.

"Backend Software and Computer Hardware" means the electronic interface enabling, among other things, Stations, Bicycles, subscriber customer service, cellular service, Subscriber Cards, Lime's website, and call center to function and customer payments to be made.

"Base Plate" means a base component which rests on the ground and supports the Racks, Kiosk, and Map Frame;

"Bicycle" means a device propelled solely or partially by human power, upon which a person may ride either on or astride a regular seat attached thereto, having two or more wheels in tandem, allows for the initiation, holding, and ending of a trip without the need of a Kiosk, and as such device is required to be supplied by Supplier and subject to Equipment Acceptance by Lime.

"Capital Equipment" means Bicycles, Kiosks, Racks and any and all physical components that are purchased or leased in connection with the System.

"Change of Control" means (i) the consummation of a reorganization, merger or consolidation, or sale or other disposition of substantially all of the assets of a Party, or (ii) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1933, as amended) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under such Act) of more than fifty percent (50%) of either (A) the then-outstanding shares of common stock of such Party; or (B) the combined voting power of the then-outstanding voting securities of such Party entitled to vote generally in the election of directors.

"City Bike Corral" means a series of public bike racks installed in the public right of way for temporary storage of privately owned bicycles or Bicycles.

"City Marks" means individually or collectively the City name and all trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress, trade name and other marks associated with the City.

“Crash” means any incident or event involving a Subscriber, Bicycle user (whether or not authorized), and/or Capital Equipment, the System, or a component thereof, resulting in personal injury or property damage of any kind.

“Condition Precedent” has the meaning set forth in Addendum Section 5 hereof.

“Corporate Memberships” means agreements with employers that provide discounted membership prices for its employees through either cash or in-kind payments by employer. Corporate Memberships are not Sponsorships.

“Days” means calendar days.

“Equipment Acceptance” means receipt from Supplier of 100% of any Capital Equipment specified on any purchase order for the System and determination by Lime that such Capital Equipment is in good working order and ready for installation;

“Fully Operational” means one hundred percent (100%) of the Bicycles and Stations are functional and available for use by the public as determined by the Project Officer (subject to reduction in the number of Bicycles for purposes of standard maintenance and repair).

“Fully Operational Date” means the date when all of the Stations are Fully Operational. The Parties agree that such date shall be within forty-five (45) days of Equipment Acceptance.

“Hub” means a Station that does not include a Kiosk.

“Intellectual Property” means (a) trade dress, trademarks, trade names, service marks, copyrights, logos, taglines, patents, slogans, color schemes, designs or other valuable marks, whether common law or registered, state or federal or other jurisdiction, (b) patents, patent rights or applications, trade secrets, all forms of protection applicable to inventions, conceptions, methods, procedures, processes, designs, works of authorship, derivative works, algorithms, and utility models or (c) other forms of intellectual or industrial property under the laws of any jurisdiction.

“Kiosk” means a structure that provides Bicycle rental instructions, contains payment equipment to collect the Subscriber Fees and Usage Fees, and includes all other means necessary for the rental of Bicycles and helmets (if found to be in Preferred plan).

“Marks” means the City Marks, Lime Marks, Sponsor Marks and/or System Marks, as the context may require hereof.

“Map Frame” means a two-sided metal informational display unit, including a translucent covering and lock.

“Lime Marks” means individually or collectively the name and logo of Lime together with all trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress, trade name and other marks associated with Lime.

“Operational Date” means the date that Lime notifies the City that seventy-five (75%) percent of the 200 Bicycles, for which all required permits have been issued, are operational and available for use by the public.

“Project Officer” means City staff/employee or the person or persons designated to oversee the Project.

“Rack” means a branded bike rack contained on a Kiosk Station or Hub designed for locked storage for System Bicycles.

“Site Plan” means an illustration that shows the proposed location of a Station, with distances and dimensions from the nearest property line, all relevant public or private easements, and at least two fixed objects. The Site Plan shall depict the locations of all above and below-ground structures, utilities, infrastructure, and appurtenances in the immediate vicinity.

“Sponsorship” means support of the System by Sponsors, including financial and promotional support thereof, which is used toward the acquisition, launch, marketing, operation of the System (including, as applicable, for consideration to Lime) in the form of either Title Sponsorship, Secondary Sponsorship, or Other Sponsorship, in exchange for recognition of such Sponsors as set forth in the respective Sponsorship agreements between Sponsor and Lime. Funds awarded from or awarded by government organizations to the System are not Sponsorships.

“Sponsor Marks” means individually or collectively the name and logo of any Sponsor(s) together with all trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress, trade name and other marks associated with such Sponsor(s).

“Station” means a designated area on publicly or privately owned real property where the public can begin, hold or end a trip on the System, and that contains at a minimum: Bicycles, Map Frame, and Racks or City Bike Corral, and may also contain Base Plates, helmet rental device, and a Kiosk.

“Station Corral” means either a temporary Station or a temporary location staffed by Lime where the public can check out and return Bicycles.

“Subscriber” means a party that completes the Subscriber Agreement to use the System.

“Subscriber Agreement” means an agreement as described in the Operations Plan that is signed online or in writing by all persons authorized to use the System.

“Subscriber Card” means a membership card for rental of Bicycles;

“Subscriber Fees and Usage Fees” means funds collected by Lime that allow Subscribers to use the System, including but not limited to different type of subscription products (e.g., annual, pay-as-you-go, etc.), fees for rides extending beyond a time allotment, Bicycle replacement fees, etc.

“Supplier” means the vendor(s) contracted by Lime to supply the Capital Equipment and Back End Software, website, etc.

“Supplier Defect” means any defect or malfunction in the Capital Equipment or any component thereof which prevents or materially limits or interferes with the operation of the System as contemplated by the Parties hereunder and which is not discoverable upon reasonable inspection, including in connection with Lime's inspection of the Capital Equipment as part of the

Equipment Acceptance process, or which develops in a latent manner over time.

"Supply Agreement" means the agreement between Lime and the Supplier which shall be subject to review and approval by the City;

"Supplies" means computers, software, office furniture, and office supplies, but excludes computers, software, office furniture, and office supplies of Lime (if any) not dedicated to the System.

"System" means the Project, inclusive of the Capital Equipment, Supplies, Technical Platform, Program Marks, System website, and Backend Software and Computer Hardware.

"System Marks" means the System name and logos together with all trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress and other marks associated with the System. For the avoidance of doubt, System Marks may be a combination of the Intellectual Property of the City, Lime or the Title/Presenting Sponsor, as their interests may appear.

"System Revenues" means the funds derived from the System. For any period, System Revenues are the sum of Subscriber Fees and Usage Fees plus Title Sponsorship Funds and Other Sponsorships Funds plus interest earnings, minus all merchant services fees (including interchange, processing and gateway fees) and bank fees.

"Title Sponsor" means the lead Sponsor who purchases the naming rights to or the presenting rights to the System.

"Title Sponsorship" has the meaning set forth in Addendum Section 4.4.1.

"Title Sponsorship Funds" has the meaning set forth in Addendum Section 4.5.1.

"Usage Data" means the complete System information on trip origin, route, and destination, and Subscriber information including non-personally identifiable demographic data, where available.

William S. Cogswell, Jr
Mayor



Robert Somerville
Section Chief Public Works

City of Charleston
South Carolina

Department of Traffic & Transportation

MEMORANDUM

TO: Mayor William S. Cogswell, Jr

A handwritten signature in blue ink, appearing to read "RS", is placed next to the "TO" line.

FROM: Robert Somerville, Director
Section Chief Public Works

SUBJECT: Code Enforcement Officer

DATE: August 19, 2025

Please be advised that I kindly request that you authorize the following City of Charleston employees to issue municipal summons and be added to the Code Enforcement Officers' List.

Jeffrey Wagner

RS:abr