

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: Lyft Bikes and Scooters, LLC 185 Berry Street, Suite 5000 San Francisco, CA 94107	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>August 16, 2021</u> <u>21-DES-RFP-217</u> <u>Capital Bikeshare Operations and Maintenance Services</u>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-217 including any attachments or amendments thereto.

EFFECTIVE DATE: August 16, 2021

EXPIRES: August 15, 2023

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE YEAR CONTRACT.

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DES-RFP-217

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Dominick Tribone

VENDOR TEL. NO.: (917) 755-0717

EMAIL ADDRESS: dtribone@lyft.com

COUNTY CONTACT: Paul Demaio DES, Transportation

COUNTY TEL. NO.: (202) 684-8126

COUNTY CONTACT EMAIL: pdemaio@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Cynthia Davis Title **Assistant Purchasing Agent** Date **August 30, 2021**

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 21-DES-RFP-217

THIS AGREEMENT is made, on August 16, 2021, between Lyft Bikes and Scooters, LLC, 185 Berry St., Suite 5000, San Francisco, CA 94107 (“Contractor”) a Delaware limited liability company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is to provide Capital Bikeshare Operations and Maintenance Services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Other than as expressly set forth therein, nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on August 16, 2021 and must be completed no later than August 15, 2023 (“Initial Contract Term”), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a

bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than 3 additional 12-month periods, from August 16, 2023 to August 15, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2023 ("Price Adjustment Date"). Following the Price Adjustment Date, the Contractor may annually increase the Contract Amount by 2%.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment. Following the Price Adjustment Date, if the Contract Amount is not adjusted during a 12-month period, such unimplemented price adjustment will be included when calculating the next price adjustment.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or reasonably require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 30 Calendar Days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

No expenses except those identified in this Contract as project-related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a County purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven Calendar Days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven Calendar Days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction,

indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor must provide notice to the County Project Officer before removing or replacing key personnel or subcontractors at least 30 calendar days, or as soon as practicable, in advance of the proposed action. The notice must contain a detailed justification, including identification of the proposed replacement and their qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience.

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the

federal Immigration Reform and Control Act of 1986.

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. *SEXUAL HARRASSMENT POLICY

If the Contractor employs more than five employees, the Contractor must (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

Per the terms of this Section, the County may terminate this Contract as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

The Contractor may terminate this Contract at any time for cause, if the County is in breach or default of the Contract. If the District of Columbia's participation in the Capital Bikeshare System is terminated, Contractor may terminate the Contract upon advanced notice to the County, with termination effective on the date the District of Columbia's participation in Capital Bikeshare is terminated.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County, provided, however, that Contractor shall in no case be obligated to disclose or provide access to proprietary data, trade secrets or other information that relates to Contractor's unique methods of conducting business or data unique to the Contractor's service.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 30 days or any longer period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to solicit proposals to procure a new vendor. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 60 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligence or willful misconduct, including the negligence or willful misconduct of its employees and/or subcontractors, in performance or nonperformance of the Contract, except to the extent that any such claim arises out of the County's negligence, violation of law, or breach of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County to the extent arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

The Contractor's obligation to indemnify the County under this Section is subject to the County notifying the Contractor promptly in writing of any claim as to which indemnification will be sought and providing the Contractor reasonable cooperation in the defense and settlement thereof. In each case the Contractor will have the exclusive right to defend any such claim, and the Contractor may not settle or compromise such claim without the prior written consent of the County, which shall not be unreasonably withheld, conditioned, or delayed. The County may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN ANY MANNER WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR AGGRAVATED DAMAGES, LOSSES OR LIABILITIES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFIT OR LOSS OF GOODWILL) HOWSOEVER CAUSED ARISING OUT OF THE OBLIGATIONS HEREUNDER OR OTHERWISE RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER STATUTORY OR COMMON LAW BASIS, NOTWITHSTANDING THAT SUCH PARTY HAS, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR AGENTS HAVE, BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR LIABILITIES. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, ONE MILLION DOLLARS (\$1,000,000), EXCEPT CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION, PERSONAL INJURY OR DEATH.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract the Contractor is not infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any Contractor-provided trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract ("Contractor IP"). The Contractor will have no liability for any infringement claim based on (i) use of Contractor IP other than in accordance with applicable documentation or instructions provided by Contractor, (ii) modification of any Contractor IP other than by Contractor, (iii) the use or combination of any Contractor IP with materials not supplied by Contractor, or (iv) County's use of a superseded version of the Contractor IP if the infringement could have been avoided by using the latest version of the Contractor IP provided by Contractor. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INDEMNIFICATION OF THE UNITED STATES (NATIONAL PARK SERVICE LAND ONLY)

In the course of providing Contractor services pursuant to Arlington's Memorandum of Understanding (MOU) with the National Park Service (NPS) for Bikeshare services on NPS land, the Contractor agrees to indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses resulting from any negligence or intentional misconduct of the Contractor or its employees, representatives, or agents. The NPS must not be held responsible to any Arlington County Contractor for any or all accidents or injuries arising out of or in any way connected to activities authorized pursuant to the NPS MOU, except to the extent that such accident or injury arises out of the negligence or intentional misconduct of the NPS, and in any case only to the extent authorized by applicable federal law. The Contractor and its agents maintain responsibility for the safety and safe practices of its employees and sub-contractors performing any and all services authorized pursuant to the NPS MOU.

24. PATENTS, TRADEMARKS, TRADE SECRETS, AND COPYRIGHT

The Contractor does not convey to the County, nor does County obtain, any right to any property or intellectual property (e.g. patents, copyrights, trademarks, service marks, product names, trade secrets), documents (including Contractor's standard operating procedures), or materials utilized by Contractor that was created or produced separate from this Contract, was preexisting material (not already owned by County), or was created or produced by Contractor for application in multiple systems operated by Contractor.

25. OWNERSHIP OF WORK PRODUCT AND DATA

This Contract does not confer on the Contractor any ownership rights to the County's data or inputs other than expressly set forth in the Contract Documents.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The Member Jurisdictions hereby grant to Contractor license to use the information in the Electronic Databases for its internal business purposes in compliance with its privacy policy and applicable law. Such license shall only remain effective until conclusion of the term of this Contract. Nothing will prevent Contractor from retaining, storing or using, beyond the term of the Contract, algorithms, learnings or other information derived from the raw data in the Electronic Databases.

The provisions of this section will survive any termination or cancellation of this Contract.

26. CONFIDENTIAL INFORMATION

Each party and its employees, agents and subcontractors will hold as confidential all Confidential Information of the other party obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise, any and all information that in any way relates to Capital Bikeshare (including, without limitation, personally identifiable information ("PII") of Capital Bikeshare participants), and with respect to each party, the data, finances, agreements, business operations, trade secrets, plans, proceedings, marketing strategies, media and promotional activities or other non-public information of the party disclosing such information (the "Disclosing Party"), whether disclosed orally, in writing or through another medium, by the Disclosing Party's officers, employees, agents or other persons.

Subject to the terms and conditions hereof and all laws, including without limitation, freedom of information laws and related requests, each party (a "Receiving Party") agrees that it shall not, directly or indirectly, use, make available, sell, disclose, disseminate or otherwise communicate to any person, in whole or in part, other than in the course of such party's performance of its obligations hereunder, either during the term of this contract or at any time thereafter, any Confidential Information. The Receiving Party agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose other than the Receiving Party's performance of its obligations hereunder, and any use of Confidential Information outside of this authorized limited use is a violation of this contract. The Receiving Party shall not disclose or permit disclosure of any Confidential Information disclosed to it by the Disclosing Party to third parties, other than employees and consultants and agents who are required to have access to the information in order to perform the Receiving Party's obligations hereunder. The Parties agree that they shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those authorized to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. The Parties further agree to notify the other party in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of the other party's Confidential Information, which may come to the Receiving Party's attention. The foregoing shall not apply to any information that (a) was known to the public prior to its disclosure to the Receiving Party or (b) the

Receiving Party is required to disclose by applicable law, regulation or legal process (including for purposes of a request made to the County), provided that, in the case of this clause (b), the Receiving Party provides the Disclosing Party with prior notice of the contemplated disclosure and, if requested by the Disclosing Party, cooperates with the Disclosing Party in seeking, if available, a protective order or other appropriate protection of such information. Nothing contained herein shall be deemed to prohibit or otherwise restrict the County's ability to comply with laws applicable to the County regarding disclosure of information to the public.

27. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

28. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, pandemic, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

30. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

31. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to the services the Contractor provides under this Contract.

33. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports may be delivered in a digital format. If not, then whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

34. AUDIT

The Contractor must retain all books, records and other documents related to Contractor's performance of this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must electronically provide to the County for examination any reasonably requested documents necessary to determine the accuracy of Contractor's charges to the County under this Contract within 21 days of the request, at the County's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and reasonable attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to Contractor's performance of this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice. Notwithstanding the foregoing, nothing in this Section shall limit Contractor from complying with applicable laws.

If during the term of this Contract, Contractor experiences a material adverse change to its financial condition, the Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner.

35. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County, which the County shall not unreasonably, withhold, condition, or delay.

36. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

38. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 Calendar Days after the final payment. The time limit for a final written decision by the County Manager is 30 Calendar Days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

40. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

41. NONEXCLUSIVITY OF REMEDIES

All remedies available to the parties under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Lyft Bikes and Scooters, LLC
Dominick Tribone, General
Manager
185 Berry Street Suite 5000
San Francisco, CA 94107

TO THE COUNTY:

Paul Demaio, Project Officer
2100 Clarendon Boulevard
Suite 900 Arlington, VA
22201

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code,

if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

50. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. ACCESSIBILITY OF WEB SITE AND MOBILE APPS

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites or mobile apps, the Contractor must perform such work in compliance with applicable accessibility laws.

52. LIVING WAGE

The provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during the Contract Term equals or exceeds \$100,000, the Contract will become subject to the Living Wage provisions, and the Contractor must immediately contact the County Purchasing Agent to obtain instructions and documents required for compliance.

If the Contract becomes subject to the Living Wage provision after execution, the County may allow the Contractor to amend the Contract to reflect the additional costs of compliance with the Living Wage provisions. If the Contractor desires to amend the Contract, it must first submit the names of all employees who will be affected by the Living Wage provisions, their positions and wage rates before and after the compliance date, and the total change in direct labor costs that result from the Living Wage compliance.

53. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$4,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).

- d. Cyber Liability / Errors & Omissions - \$3,000,000 per occurrence, \$3,000,000 aggregate
- e. Crime Liability - \$1,000,000 per occurrence
- f. Cargo Insurance – Up to the maximum value of the bikes and parts in the Contractor’s possession that is County property at one given time while at Contractor’s managed warehouses or \$1,000,000 per occurrence whichever value amount is greater.
- g. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be added as additional insureds via blanket endorsement on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- h. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- i. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- j. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity by providing documentation of its level of self-insurance or any additional information the County may request.

If the County questions the financial capacity of the Contractor to meet its obligations under a self-insured retention or component of the required policies, the County may require a lower self-insured retention or funds equal to the self-insured retention be placed in escrow, a certificate of self-insurance, collateral, or another mechanism to guarantee the amount of the self-insured retention; that ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

Except as otherwise stated herein, the Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work, and the Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance must be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.


54. COUNTERPARTS


This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LYFT BIKES AND SCOOTERS, LLC

AUTHORIZED SIGNATURE:  DocuSigned by:
02CC7A8A62DB466...

AUTHORIZED SIGNATURE:  DocuSigned by:
37AD50B2887A41C...

NAME: Cynthia Davis

NAME: David Foster

TITLE: Assistant Purchasing Agent

TITLE: vice President

DATE: 8/17/2021

DATE: 8/17/2021

EXHIBIT A SCOPE OF WORK

1. DEFINITIONS

“Ad Panel” means the rectangular panel that faces out from the end of the bikeshare station and contains removable and changeable content.

“Associate Contractor” means a contractor that is under a separate agreement for goods or services related to Capital Bikeshare other than those services performed under this Agreement. Associate Contractors will provide equipment or marketing services for the Capital Bikeshare service. Associate Contractors include:

- Stations: Lyft Canada
- Bikes: Motivate International, PBSC Urban Solutions
- Marketing: Lyft, Destination Sales & Marketing Group, Foursquare Integrated Transportation Planning
- Planning: MetroBike

“Backend Software” means an electronic interface or program that enables hardware such as Stations, Bicycles, and Customer Keys to function.

“Bicycle” means any bicycle or E-bicycle used in the Capital Bikeshare System.

“Bikeshare Station” means a designated area on publicly or privately owned real property that contains one or more of the following items to perform the Work: Dock, Terminal, Technical Platform, Battery, or Map Frame.

“Business Day” means any day other than Saturday, Sunday, a Member Jurisdiction’s holiday, or other day on which a Member Jurisdiction’s government is closed.

“Calendar Day” means any day in a month, from midnight to midnight, including weekends and holidays.

“Call Center” means an office tasked to handle telephone calls and webform submissions related to the service, including assistance with member enrollment, general inquiries, billing, docking issues, etc.

“Capital Bikeshare System” or “System” means the regional Capital Bikeshare system, which is composed of Equipment owned by the Member Jurisdictions, the Contractor’s website, and the Contractor’s Backend Software.

“Casual Member” means a person who has purchased a Single Trip, 24-hour, or 3-day or other short-term membership.

“County” means Arlington County, Virginia.

“Customer Key” means a key fob used to rent Bicycles from Capital Bikeshare Stations.

“Corporate Membership” means a program for organizations to register their employees at discounted membership and usage fee rates.

“Dock” means a locking mechanism contained on a Station designed to receive a Bicycle for locked storage.

“E-bicycle” means a pedal-assist electric Bicycle.

“E-bicycle Battery” means a fuel cell that is attached to or housed within a Bicycle frame that powers the E-bicycle.

“Electronic Databases” means a digital collection of Members' personal, financial, usage, and other related information.

“Equipment” means all physical components provided by, or used by, the Contractor to provide bikeshare service and to perform the Work. Equipment includes, without limitation, a Station, Bicycle, Bicycle Battery, Dock, Technical Platform, Map Frame, Terminal, Station Battery, Customer Key, and Bicycle and Station spare parts.

“Fixed Facility” means the fixed assets located at a Capital Bikeshare station, which include the kiosks, the Docks, the platforms, the map/ad panel frames, and the Map Panels. Fixed facilities, for purposes of this procurement, do not include the station Ad Panels.

“Fleet” means one hundred percent of the number of Bicycles purchased by the Member Jurisdictions minus the number of stolen and irreparable Bicycles owned by the Member Jurisdictions.

“General Manager” means the official representative with actual authority to act and make decisions on behalf of the Contractor. The General Manager manages all portions of business operations, which include but are not limited to administrative services, human resources, operations, policies, and procedures.

“Map Frame” means a two-sided metal informational display unit, including translucent covering and lock. The Ad Panel and the Map Panel are housed within the Map Frame.

“Map Panel” means the rectangular panel that faces in from the end of the bikeshare station, facing the kiosk and Docks and contains removable and changeable content focused on the System map and user guidance or instructions.

“Member” means a person who has subscribed to Capital Bikeshare by registering (i.e. a Registered

Member) or casually using (i.e. a Casual Member) Capital Bikeshare.

“Member Agreement” means terms and conditions of the service's use, provided by the Contractor and required to be consented to by each customer.

“Member Jurisdictions” means, collectively, Arlington County, the City of Alexandria, Fairfax County, and the City of Falls Church, Virginia; the District of Columbia; and Montgomery County and Prince George’s County, Maryland.

“Membership Enrollment System” means a series of web pages provided by the Contractor into which customers input their personal and financial information for registration and that includes billing statements and the customer’s usage data.

“Membership Type” means the various categories of duration and payment terms for members of the bikeshare System, which could include single trip, 24-hour, 3-day, 30-day, annual, and corporate memberships and any special membership programs.

“Mobile App” means a Capital Bikeshare-branded smartphone application by which Casual Members and Registered Members may purchase fares, learn Bicycle and Dock availability, rent Bicycles, and report an issue, among other features.

“Monthly Report” means a series of detailed spreadsheets that include membership, trip, maintenance, and incident data, among other information mutually agreed to by the parties. Monthly Reports shall not include any Personally Identifiable Information or data that can be easily reidentified, including location data for trips that is more precise than 2 decimal points of latitude and longitude.

“Non-resident Membership Fees” means membership fees generated where the ZIP code associated with the credit or debit card used to pay for the membership falls outside of the Member Jurisdictions or is not provided.

“Offeror” means any entity submitting a proposal in response to this Request for Proposal.

“Operational Bicycle” means a Bicycle in good working order that is available for a customer’s use.

“Operations Manager” means the Contractor’s representative who directly reports to the General Manager. The Operations Manager manages the day-to-day operations regarding the maintenance services of Capital Bikeshare, including, but not limited to, Bicycle rebalancing, maintenance, and installation and repair of Bicycles and Stations.

“Project Officer” or “Program Manager” means the individual who serves as the Purchasing Agent’s technical representative for purposes of administering the Contract. Each Member Jurisdiction will have its own single Project Officer. For the purposes of this Contract, the

Contracting Officer's Technical Representative (COTR), Project Officer, and Contract Administrator are synonymous.

"Rebalance" means to add or remove Bicycles from a Station to promote the availability of Bicycles and Docks as needed throughout the System.

"Registered Member" means any person who has purchased an annual, annual with monthly installments, 30-day, or Day Key membership.

"Revenues" means proceeds from Capital Bikeshare operations, including but not limited to membership and usage fees and non-sponsorship supporting monies.

"Resident Membership Fees" means membership fees generated where the ZIP code associated with the credit or debit card used to pay for the membership falls within the Member Jurisdictions.

"Revenue Report" means a series of detailed spreadsheets listing the revenue amounts and sources for the month.

"Spare Part" means an extra part of a Station or Bicycle kept for use in emergency or replacement.

"Station" (see Bikeshare Station).

"Station Battery" means fuel cells included within the Station components, which are rechargeable with sunlight.

"Technical Platform" means a base component that rests on the ground and supports the Docks, Terminal, and Map Frame.

"Terminal" means a kiosk that provides Bicycle rental instructions and contains payment equipment (e.g., credit card device).

2. CONTRACT ADMINISTRATION

The Contractor must provide an individual to serve as the General Manager of the System. The General Manager must be the point of contact for each Member Jurisdiction's Contract Administrator. The General Manager must:

- A. Attend the regional coordination meetings;
- B. Operate and maintain the software that runs Capital Bikeshare;
- C. Coordinate with Associate Contractors as described in Section 3. below to ensure the on-going operation, maintenance, and expansion of the Capital Bikeshare System.

In addition, the Contractor must ensure that the General Manager is available to each Member Jurisdiction's Project Officer, or designee, 24 hours a day, seven days a week, and 365 days per year by telephone, text, and email. The General Manager must have the authority to make prompt operational decisions concerning Capital Bikeshare. The General Manager, at their option, may designate by written notice to each Member Jurisdiction's Project Officer an additional person(s) who may be contacted provided that the notice clearly specifies the matters about which the designee is authorized to make operational decisions on behalf of the Contractor.

The Contractor is responsible for responding to inquiries by any Member Jurisdiction's Project Officer within 24 hours of receipt of written or telephone correspondence.

3. COOPERATION AND COORDINATION WITH ASSOCIATE CONTRACTORS

In the performance of this contract, the Contractor must agree to reasonably cooperate and coordinate with all Associate Contractors, including but not limited to Equipment as well as the Marketing Associate Contractor's sales associates. The Contractor is responsible for:

- A. Communicating and attending meetings with the Associate Contractors as needed;
- B. Providing reasonable access to technical information and research, development and planning data, test data and results, and schedule and milestone data
- C. Discussing technical matters related to Capital Bikeshare Equipment; and
- D. Allowing observation of technical activities by technical personnel of Associate Contractors.

The Contractor will not in this cooperation or coordination be obligated to disclose or provide access to the Contractor's proprietary data, intellectual property, trade secrets or other information that relates to Contractor's unique methods of conducting business or data unique to the Contractor's services.

4. SPECIFICATIONS

The Contractor must provide all goods, services, labor, and insurance necessary to meet or exceed the requirements and specifications contained herein. The Contractor must operate, maintain, and expand the existing Capital Bikeshare System, to include the following tasks:

- A. **Equipment Provided to the Contractor**
Each Member Jurisdiction will make the following available to the Contractor for the performance of this Contract: Equipment: Bicycles, Stations, station components, and any available keys and helmets.
- B. **Equipment Receipt, Inspection, Assembly, Storage, and Disposition**

The Contractor must:

1. Receive all shipments of new Equipment required to operate and maintain the System

and notify Member Jurisdictions of the Equipment's receipt. All Equipment must be delivered directly to the Contractor's regional area warehouse(s) as designated by each Member Jurisdiction.

2. Upon receipt, add all Equipment to the Inventory Report for each jurisdiction.
3. Perform detailed visual inspections to ensure that the Equipment purchased is free of any obvious visible defects upon its receipt and notify the Member Jurisdictions if defects are found.
4. Prepare and maintain a detailed inspection report including specific dimensions of components for all existing and new Equipment for the Member Jurisdictions. The Member Jurisdictions reserve the right to directly inspect all Equipment during regular business hours upon advanced notice or to have their designees or agents do so.
5. Deliver a copy of the detailed inspection report described in Section 4(B)(4) for each piece of existing and new Equipment, together with all new Equipment warranties, specifications, and other materials provided by the manufacturer, to the Member Jurisdictions prior to acceptance of each shipment of Equipment. The inspection report must tie to the inventory report. The Contractor must retain copies of these materials as needed. The Member Jurisdictions will issue a written acceptance and will accept only Equipment that is free from all obvious visible defects.
6. Store shipments of new Equipment at the warehouse(s) at no cost to the Member Jurisdictions for six (6) months.
7. Maintain an accurate and up-to-date annual inventory of all major components of Equipment for the Member Jurisdictions, including serial and identification numbers where available.
8. After delivery, the Project Officer will inspect Equipment prior to acceptance and payment.

In no event will the Contractor be obligated to operate Equipment that is damaged beyond repair or obsolete in the parties' reasonable discretion. The Member Jurisdictions shall be responsible for the cost of final disposition of Equipment through reuse, recycling, or other disposal.

C. Backend Software

The Contractor will leverage its own confidential and proprietary software. The Contractor shall be the sole provider of software to the System.

The Contractor must operate and maintain remote control of the Stations and E-bicycles through its Backend Software, and must maintain the Electronic Databases. The Contractor will share reporting with the Member Jurisdictions via its data sharing platform. Member Jurisdictions own the information in the Electronic Databases subject to applicable data privacy laws.

The Contractor shall not market to Capital Bikeshare System customers in the Electronic Databases unless the Contractor has obtained separate consent from such Customers as required by applicable law.

Upon request, and subject to applicable data privacy laws, the Contractor must provide to the Member Jurisdictions individual account data necessary to verify eligibility for certain discounts and programs. These discounts and programs could include but are not limited to:

- Corporate Accounts;
- Equity Accounts and Partnerships; and
- University- and School-based accounts and programs.

D. Availability of the System

The System allows for access to Bicycles and E-bicycles twenty-four hours a day, seven days a week via the different Membership Types. The Contractor must not shut down the System without approval of all Member Jurisdictions.

E. Membership Types

The Contractor must prominently display all Membership Types and usage fees in relevant Capital Bikeshare locations, as well as in the Mobile App, on the Capital Bikeshare website, and wherever customers can purchase memberships.

The Member Jurisdictions shall mutually define Membership Types and associated usage fees.

The Member Jurisdictions will by their mutual agreement define the terms of eligibility for memberships and inform the Contractor as to the eligibility of the programs. The Member Jurisdictions may by their mutual agreement modify, add, or remove Membership Types, eligibility criteria for different memberships, usage fees and payment mechanisms. Membership Types may change over time at the sole discretion of the Member Jurisdictions.

The Member Jurisdictions and Contractor shall mutually agree, acting reasonably, on the types of Membership Types that may be purchased via different channels.

Except in the case of fraud or an emergency, the Contractor may not modify, add, or

remove Membership types, eligibility for different memberships, usage fees and/or payment mechanisms, as this is the sole right of the Member Jurisdictions. In the case of fraud or emergency, the Contractor will notify the Member Jurisdictions of the issue and the proposed remedy before taking any action.

F. Usage and Loss Fees

The Member Jurisdictions will by their mutual agreement set the member usage and loss fees and inform the Contractor as to same. The Member Jurisdictions may by their mutual agreement modify, add, or remove usage and loss fees.

The Contractor must block from access to the System any account deemed by the Project Officer to be prohibited from renting a Bicycle due to their loss of a Bicycle or non- payment of fees.

G. Standard Operating Plan

The Contractor must submit a draft Standard Operating Plan (SOP) to the Project Officer for review and approval within 30 Calendar Days after the issuance of the Notice to Proceed. The SOP must include detailed operating policies and procedures, inventory control procedures, and reconciliation procedures. The Contractor must include the terms of the Equipment warranties in the SOP. The SOP must be updated annually and delivered to the Project Officer within 30 Calendar Days after the beginning of the contract term and any renewal period.

H. Receipt of Revenue

The Contractor must:

1. Receive and track the revenues generated by the service, including, but not limited to:
 - a. Sale of memberships ;
 - b. Usage fees;
 - c. Sale of materials and helmets;
 - d. Funds collected for lost or stolen Bicycles;
 - e. Third-party financial support of Equipment and/or monthly operations and maintenance fees, as directed by the Project Officer, and subject to the reasonable cooperation of the County.
2. Track the revenue generated by each Member Jurisdiction.
3. By the 21st day of each month, provide a Revenue Report (as described in Section 2.BB.6.) and an accompanying Monthly Report (as described in Section 2.BB.4.) for the Project Officer to review and approve prior to wiring revenues.
4. Within eight Business Days after Project Officer approval, wire revenue to the office specified by each Member Jurisdiction or credit revenue to the applicable monthly

invoice for operating and maintenance charges as instructed by each Member Jurisdiction.

5. Receive applicable taxes on the services provided and pay the taxes directly to the taxing authority designated by each Member Jurisdiction.
6. Annually on the same date, provide to the Member Jurisdictions a copy of an annual audit of collected revenue from an external accounting firm.
7. For the avoidance of doubt, the Contractor shall not be required to undertake any collection activities for past due invoices for amounts owed to the Member Jurisdictions.

I. Disbursement of Membership and Usage Fee Revenue to the Member Jurisdictions, and Payment Mechanisms

All Resident Membership Fees must be credited to the appropriate Member Jurisdiction. All Non-resident Membership Fees must be credited to each Member Jurisdiction based on their respective proportion of the region's Docks on the last day of the month in which the revenues were collected.

Usage fees for all trips must be credited to the Member Jurisdiction where the trip originated.

J. Membership Enrollment and Fulfillment

The Contractor must make the Membership Enrollment System accessible to the public in a manner that is approved by the Member Jurisdictions. The Contractor must not activate Memberships until the Contractor receives a wet ink or electronically signed copy of the Member Agreement from a customer.

The Contractor must send a programmed Customer Key by U.S. mail to each registered Member who requests one, within two Business Days of their registration date or upon request of a replacement Customer Key. The Customer Key must be accompanied by 4x6" cardboard backing and an 8.5x11" welcome letter to customers.

As directed by the Member Jurisdictions, the Contractor must offer discounted helmets with all new and renewal memberships, which will be mailed to Members by the Contractor (or its subcontractor) together with the Customer Key. The Contractor must purchase helmets selected by the Member Jurisdictions and sell them at a fee as mutually determined by the Member Jurisdictions and the Contractor. The Contractor is responsible for postage costs for all mailings and packaging for the helmets.

The Contractor is responsible for maintaining Customer Key in inventory to prevent lapses in new membership and replacement Customer Key fulfillment.

The Contractor must retain all membership sales records and submit copies of such records

as part of the Monthly Report. The Contractor is responsible for keeping Member information secure.

The Contractor must provide a copy of the information contained in the Electronic Databases to the requesting Member Jurisdiction's Project Officer within one Business Day of termination of the Contract upon thirty (30) days' notice.

The Contractor must promptly fulfill corporate memberships as requested by the Member Jurisdictions, including providing new corporate membership codes within three Business Days of request, creating new corporate portal accounts within two weeks of request, and responding to corporate client and Associate Contractor inquiries within two Business Days of each inquiry.

K. Maintenance

1. Station Maintenance

The Contractor must ensure that all Station components are operating so that the service is available to Members without failure, interruption, or delay. Further, the Contractor must:

- a. Provide labor, tools, supplies, parts, and other equipment sufficient to provide for uninterrupted service.
- b. Maintain a supply of spare parts in order to respond to technical issues, and notify the Member Jurisdictions if actual or potential supply chain issues arise.
- c. Follow and comply with the manufacturers' requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all parts and Equipment.
- d. Report and identify, by email, damaged or malfunctioning Station(s) to the respective Member Jurisdictions where the Station is located within three hours of discovery by the Contractor.
- e. To the extent possible, repair and restore to full operation, function, and appearance any damaged and/or malfunctioning Station within 24 hours of discovery by the Contractor.
- f. Notify the Member Jurisdiction where the Station is located within 24 hours by email of damage or a defect when repair is expected to take longer than 24 hours and the reason for the additional time needed.
- g. Within two weeks of discovery by the Contractor, make any warranty claims on Member Jurisdiction-purchased Equipment or pursue replacement at the Contractor's expense, if appropriate, of any component that is defective.
- h. Purchase and replace Station batteries when needed, at the Contractor's cost.
- i. Store, transport, and deploy Station and E-bicycle Batteries in a

manner in accordance with manufacturers' requirements.

2. Insurance Claims for Theft, Damage, or Vandalism

Each Member Jurisdiction is responsible for filing insurance claims for replacement costs of Equipment and components greater than or equal to \$5,000 as a result of any incident of theft, damage, or vandalism. Each Member Jurisdiction is responsible for filing insurance claims for replacement costs of Equipment and components under \$5,000 as a result from any incident of theft, damage, or vandalism within its jurisdiction, if applicable.

3. Station Cleaning

The Contractor is responsible for keeping the Stations clean – specifically, the entire Station footprint, including the Bicycles, in addition to four feet behind Bicycles, as measured from the back tire of each Bicycle, and between the Station and the curb when a Station is placed on-street. The Contractor will:

- a. Promptly remove trash, vegetation, and other debris that impedes use of or degrades the appearance of each Station.
- b. Promptly clean Stations at the request of the Project Officer.
- c. Provide reporting to the respective Member Jurisdiction on cleaning of Stations within its jurisdiction at an interval as requested by the Project Officer.
- d. Remove graffiti and evidence of vandalism within 24 hours of discovery by the Contractor.
- e. Submit to the Member Jurisdictions a work plan outlining the process and schedule for the clearance of snow and ice after weather events that delay removal. The work plan is to be submitted within 24 hours after the end of the weather event and is subject to reasonable approval by each respective Project Officer.

4. General Bicycle Maintenance Requirements

The Contractor must maintain the Bicycles in good working order. The Contractor must comply with the manufacturers' requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all parts and Equipment. The Contractor must provide labor, tools, supplies, and parts for the maintenance and repair of existing Equipment and must keep in standing inventory for immediate use sufficient parts to ensure that a minimum of 80% of the Fleet is deployed at any given time from March to November.

The Member Jurisdictions may inspect Bicycles for safety at any time. The Contractor must remove or reduce mechanical defects or conspicuous cosmetic defects to maintain the appearance of Bicycles. Any Member Jurisdiction may require the Contractor to remove from service any Bicycle that the Member Jurisdiction considers unsafe.

5. Maintenance of Bicycles

The Contractor must perform inspection services for every Bicycle in operation at least once every forty-five (45) days (unless the manufacturer's requirements, warranties, and recommendations call for a greater frequency) as follows:

- Inspect drive chain for proper functioning and lubrication
- Inspect handlebar for proper centering and tightness
- Inspect tires for proper inflation, defects, and wear
- Inspect brakes for excessive wear and ensure proper working order
- Inspect saddle for proper tightness, excessive wear, and deterioration
- Inspect shifters for proper functioning
- Inspect lights for proper functioning
- Inspect fenders and chain guard for proper functioning, defects, and wear
- Ensure all other Bicycle components, including, without limitation, the basket and bell, are properly attached and functioning
- Affix steering delimiter bolts to the headset of all Bicycles, if needed
- Clean Bicycle
- Inspect battery and electronic components for proper functioning on E-bicycles.

The Contractor must include in its Monthly Report to the Project Officer the number of instances in which a customer reported maintenance issues with any Bicycle, along with the Bicycle's identification number.

6. Annual and As-Needed Bicycle Maintenance

In addition to routine maintenance, the Contractor must perform on each Bicycle the following work at least annually and on an as-needed basis, unless the manufacturer's requirements, warranties, and recommendations require a greater frequency, in which case the Contractor must comply.

- Remove and clean entire drive train
- Inspect and adjust spoke tension, and true wheels
- Inspect tires for excessive wear, defects, and replace flat inner tubes
- Inspect hubs for proper functioning
- Inspect battery and electronic components for proper functioning on E-bicycles

7. E-bicycle Battery Management Plan

Within 90 Calendar Days after the start of the Contract, the Contractor must provide, for Member Jurisdictions' approval, an E-bicycle Battery Management Plan explaining how the Contractor will recycle spent batteries from E-bicycles in compliance with all federal, state,

and local laws; including the name of its battery recycling partner; how its staff prepares batteries for recycling; how it will inspect batteries to determine when they are defective or damaged; how its staff will transport and store batteries; and the training it will provide to its staff on battery handling and recycling. The Contractor must include a copy of its current or most recent battery recycling contract if it has ever had E-bicycles within a fleet that it operates.

8. Customer-noticed Maintenance

The Contractor must provide a means to receive feedback, via webform and/or the Mobile App, from customers who press the maintenance button on any Dock regarding their perceived maintenance issue with their Bicycle and/or the Station. This feedback will assist the Contractor with repairing the issue.

9. Station Refurbishment

Upon request by the Project Officer for a specified Station, and after consultation with the Contractor regarding cost and alternatives, the Contractor must refurbish the Station's Technical Platforms, at the Member Jurisdiction's cost, to include brush cleaning of rusted areas and repainting the tops and sides of each Technical Platform of the respective Station with a rust- inhibiting paint.

The Contractor must notify the Project Officer of the date(s) of a Station's refurbishment at least seven Calendar Days in advance of the work, including whether there will be a partial or full closure of the Station, such that the Project Officer may notify the public. The Contractor must provide a notification of completion and photo of the Station to the Project Officer within one Business Day after work is completed.

Stations and Docks that are made non-operational for refurbishment for more than seven Calendar Day are not subject to Operations and Maintenance fees for those non-operational days.

L. Station Locations and Dockless Service Areas

The Member Jurisdictions will determine the location and size for each new and temporary or permanent relocation Station. Prior to the final determination, the Member Jurisdictions will provide the Contractor an opportunity to visit, review, and comment upon each proposed location. Within three Business Days of the site visit, the Contractor must email the Project Officer either: a) that it has no concerns about the location from its operational perspective, or b) why it believes the location is unserviceable and a suggestion of alternative location(s). The Member Jurisdictions have final authority on Station location and size, except if the Contractor reasonably objects to a Station location because the Contractor would not be able to service the Station safely or reliably.

Each Member Jurisdiction and the Contractor will mutually agree on the service area for E-bicycles within each Member Jurisdiction's municipal boundaries. The parties agree to work in good faith to develop criteria for determining future expansion of the service area for E-bicycles.

M. Installation of New Stations

The Contractor must configure, construct, and install all Stations.

The Member Jurisdictions will acquire all necessary permits to construct and install Stations. The Member Jurisdictions will notify the Contractor and authorize installation of the Station after the proper permits have been obtained. The Contractor must schedule a Station installation within one week after receiving such notice. If the Contractor is unable to schedule installation within one week of notice, then the Contractor must provide an alternative date for the Project Officer to approve.

The Contractor must install a Member Jurisdiction's printed informational materials, if provided by the Member Jurisdiction, into a Station's Map Panel and Ad Panel when the Contractor installs a Station.

The Contractor must install the Station's name decals when a Station is installed.

The Project Officer will provide at least 36 hours' advance cancellation notice of a planned Station installation, relocation, or removal. The Contractor must provide at least 48 hours' advance cancellation notice to the Member Jurisdiction upon its determination to cancel a planned Station installation, relocation, or removal due to installation equipment mechanical issues, inclement weather, staff illnesses, or other unplanned circumstances.

N. Relocation and Reconfiguration of Stations

The Member Jurisdictions may require that Stations located in their jurisdiction be relocated or reconfigured for the fee set forth in Appendix J (Cost Proposal). The Project Officer will provide a minimum of three Business Days' notice for any requests regarding Station relocation or reconfiguration, and the Contractor must respond in writing within one Business Day of receiving the request with an estimate of when the relocation or reconfiguration will take place.

O. Provision of E-bicycles

The Contractor must continue providing the existing Contractor-owned E-bicycle fleet (excluding stolen, lost, decommissioned, or inoperable E-bicycles) for the initial two-year period of the Contract, without additional charges for the Equipment. The Member Jurisdictions may contract with corporate sponsors of the E-bicycle fleet and will provide the Contractor with the right of approval on potential sponsors in the transportation

category such that a direct competitor does not sponsor the E-bicycles.

P. Updates to Maps and Stations

Most Stations provide information that instructs customers on usage, promotes safety, and otherwise facilitates use of the System. The Contractor must periodically install, replace, and maintain in readable form these informational materials. The Contractor must make any reasonable changes to Station information, including pricing decals and stickers, Map Panels or Ad Panels, as requested by the Member Jurisdictions, within a reasonable period of time of receipt of replacement materials. Notwithstanding the foregoing, each Member Jurisdiction is individually responsible for producing Map Panels within its jurisdiction.

Q. Operational Bicycle Fleet Size

The Contractor must maintain each month an average ratio of Bicycles to Docks across all Member Jurisdictions of between 49% and 51%. The Contractor must maintain each month a minimum ratio of Bicycles to Docks of 45% within each Member Jurisdiction. The Member Jurisdictions and the Contractor may evaluate and mutually agree to change the ratios. When calculating the Bicycle-to-Dock ratio, Non- E-bicycles (i.e. pedal bicycles) and docked only E-bicycles count as one Bicycle and dockless E-bicycles count as one half of a Bicycle.

The Contractor must provide written reports on the operational Fleet size, as included in the Monthly Report section below.

The Contractor must calculate the percentage of Bicycles that are out-of-service each day. This must be calculated at the same time each day based on the number of Bicycles out-of-service, either in the shop or reported damaged and on a repair truck and averaged over the month to calculate the monthly percentage that is out-of-service.

R. Operating and Maintenance Costs

The Contractor must pro-rate its operations and maintenance costs for each Dock that was not functional for more than 24 hours during the prior month. The proration is calculated in 24-hour increments, rounded down to the nearest increment, starting from the time of discovery by the Operator of a non-functional Dock to the time the Operator repairs the Dock. Each 24-hour increment, while a Dock is non-functional, is subtracted from the number of days during the current month to determine the prorated monthly operating and maintenance fee for each respective non-functional Dock. A non-functional Dock out-of-service for three 24-hour increments during a month with 30 days equates to proration of 27/30ths of the monthly fee for that Dock.

S. Bicycle Rebalancing and Performance Metrics

The Contractor must offer the following rebalancing methods, from which the Member

Jurisdictions will select one: rideability, time-sensitive, or no rebalancing. The methods are described below:

1. Rideability Rebalancing

A Station is “Rideable” if that Station in combination with any of its Neighbors is between 10% and 85% full as calculated by dividing the sum of the number of Bicycles at the Station and number of hybrid E-bicycles parked within 400 meters of the Station by the number of Docks at the Station. This does not include Bicycles for which customers have pressed the wrench button on the Dock, signaling to the Contractor the Bicycle or Dock is in need of repair.

A Station’s “Neighbor” is any Station within 400 meters of such Station. If there are no Stations within 400 meters of a given Station, such Station will be deemed to have no Neighbor. Stations without Neighbors must be kept Rideable as defined above.

“Station Rideability” means the quotient, expressed as a percentage, of the number of minutes between the hours of 6:00 AM and 12:00 AM during which a Station is Rideable and the number of minutes between the hours of 6:00 AM and 12:00 AM during which such Station is operational.

“Average Station Rideability” for all Stations within the Member Jurisdiction using this rebalancing method must be 93% or above each month. Average Station Rideability must be reported for daily and monthly terms in the Monthly Reports.

E-bicycles parked outside of Stations count towards calculating Rideability, if they are parked within 400 meters of a Station.

2. Time-sensitive Rebalancing

The Contractor must routinely Rebalance throughout the day to prevent any Station from being full or empty for more than three hours between the hours of 6:00 AM and 12:00 AM.

A Station is not considered empty if at least one Bicycle is docked at the Station or if a hybrid E-bicycle is parked within 400 meters of the station. A Station is not full if it has at least one available Dock.

3. No Rebalancing

When a Station is not conducive to rebalancing, the Contractor will not rebalance the Station but will continue to meet all of the other service requirements described herein. Notwithstanding the foregoing, the percentage of Stations within a Member Jurisdiction that the Contractor will not rebalance at the same time shall not exceed five percent (5%) of the Stations.

Rebalancing requirements will be waived for a Station during any hours when the street on which it is located is closed to automobile traffic.

Rebalancing requirements also will be waived, with the approval of the Project Officer, after immediate email, telephone, or text notification to the Project Officer, when adverse weather or current events dictate.

The Contractor is responsible for purchasing or leasing vehicles necessary to fulfill the rebalancing requirements of this Contract. The Member Jurisdictions encourage the use of low-emission vehicles.

T. Call Center

The Contractor must provide a fully operational customer Call Center to respond to customer questions, comments and complaints, and process membership signups. The Contractor will:

1. Use the existing toll-free Call Center telephone number: 1-877-430-2453.
 - a. This toll-free number is owned by the Member Jurisdictions and must not be changed.
 - b. In the event of termination of services, the toll-free phone number must be returned to the control of the Member Jurisdictions on the last day of the contract.
2. Display a method to contact support on the Capital Bikeshare website, and in the Mobile App.
3. Operate the Call Center 24 hours per day, 365 days per year, including all holidays.
4. Offer fluent English and Spanish capabilities.
5. Provide customer support for calls ranging from incident management to membership queries and other related issues.
6. Maintain telephone answering times of under 30 seconds.
 - a. The time (including hold time) to transfer the call to a customer service representative must not exceed an additional 30 seconds.
 - b. This standard must be met by the Contractor 80% of the time during each calendar month.
7. Maintain the number of dropped calls under an average of 5% each month.
8. Train Call Center operators to be reasonably knowledgeable about the geography of the Washington, D.C. metropolitan region.
9. Establish a webform through which customers can submit queries, complaints, concerns, and any additional information.

10. Respond to all webform submissions within 48 hours of receipt.
11. Maintain electronic records of the customer calls and webform submissions to the Call Center.

U. Website Hosting and Maintenance

The Contractor is responsible for hosting the Capital Bikeshare website located at www.CapitalBikeshare.com. The Member Jurisdictions own the URL www.CapitalBikeshare.com and the information contained on the website, excluding Contractor's proprietary code. Project Officers or designee(s) may request website updates regarding service alerts or PSAs, and within 48 hours of a request the Contractor shall advise whether the request is able to be implemented. The Contractor will implement the update if it is possible to do so without additional cost. Otherwise, the parties shall mutually agree to an alternative solution.

The Contractor must notify the Member Jurisdictions of any proposed substantial material changes to the website and obtain their approval (not to be unreasonably withheld, conditioned, or delayed) at least seven (7) Calendar Days before making the proposed changes, except in the case of emergency, which requires notice of one (1) Calendar Day.

V. Anticipated Special Events

The Member Jurisdictions may require the Contractor install a temporary station or staff a corral of Bicycles for a special event. The Project Officer will provide information on the specific need, duration, and type of event a minimum of seven Calendar Days in advance.

W. As-Needed Services

The Member Jurisdictions may request on an as-needed basis additional administrative and field services not specifically described elsewhere in this section, subject to the Contractor's approval of the additional services and at the Contractor's applicable hourly rate set forth in Appendix J (Cost Proposal).

X. Data and Reporting Requirements

1. The Contractor must provide a publicly accessible Application Programming Interface (API) of the System in the formats of the General Bikeshare Feed Specification and Mobility Data Specification, excluding Personally Identifiable Information or data that can be easily reidentified, such as location data for trips that is more precise than 2 decimal points of latitude and longitude.
2. Daily Report:

The Contractor must provide to the Member Jurisdictions a real time data dashboard that contains the following data subject to data availability:

- a. Trip counts per day, separated by Casual Member, Registered Member, and total
- b. Trip counts per day per Bicycle type
- c. Total number of available Bicycles and E-bicycles per day
- d. Total Casual Member and Registered Members trip counts per week, separately
- e. Percentage Casual Member and Registered Member trips per week
- f. Average trip counts per week for Casual Members, Registered Members, and total
- g. Percent change of total trips from the prior week
- h. Total Casual Member, Registered Member, and combined trip counts to date

3. Monthly Report:

The Contractor must provide to each Project Officer by the 15th day of each month a Monthly Report including the following data for all Member Jurisdictions subject to data availability. The data must reflect the Contractor's work during the immediately preceding calendar month. The required data is listed below; however, the Member Jurisdictions may modify the reporting requirements in coordination with the Contractor based on demonstrated need for additional data.

- a. Membership:
 - i. Total active Members starting at launch to the end of reporting month by Membership Type (Registered Member vs. Casual Member), and by Member Jurisdiction
 - ii. Total active Members starting at launch to the end of reporting month by Membership Type (Registered vs. Casual), and by Member Jurisdiction
 - iii. Number of new Members, by Membership Type (Registered vs. Casual), and by Member Jurisdiction, who signed up in reporting month, by day and month
 - iv. Number of cancellations and expirations of Members by Membership Type (Registered vs. Casual), by Member Jurisdiction during the reporting month
 - v. Renewal rate by month by Membership Type (Registered vs. Casual), and by Member Jurisdiction
- b. Ridership:

- i. Trip counts per day by Member Jurisdiction, Membership Type (Registered vs. Casual), and System-wide
 - ii. Trip counts per month by Member Jurisdiction, Membership Type and System-wide
 - iii. Breakdown of total trip counts per day of week and hour of the day by Member Jurisdiction, and System-wide
 - iv. Average duration of trips by Member Jurisdiction, Membership Type, and System-wide
 - v. Approximate average and total distance of trips (straight-line distance) by Member Jurisdiction, Membership Type, and System-wide
 - vi. Total number of origin and destination trip counts by Station by Member Jurisdiction
 - c. Environmental & Health Impacts:
 - i. Estimated total and average calories burned per day and per month, by Member Jurisdiction, Membership Type, and System-wide
 - ii. Estimated carbon dioxide offset per day and per month, by Member Jurisdiction, and System-wide
 - iii. Estimated average carbon dioxide offset per Member, and Member Jurisdiction based on total Members and total offset
 - d. Rebalancing Operations:
 - i. Number of Bicycles rebalanced per month
 - ii. Bicycles on the street per day, broken down by Member Jurisdiction;
 - iii. Breakdown of full and empty instances at Stations by duration during operational hours by Member Jurisdiction
 - iv. Percentage of time Stations are normal, full, and empty (averages across all Stations) by Member Jurisdiction
 - v. Breakdown of additional time when Stations were full by Member Jurisdiction
 - vi. Full and empty violations, broken down by Member Jurisdiction; and
 - vii. Information on each Station's Rideability
 - e. Station Maintenance Operations:
 - i. Number of active Stations and operational Docks by Member Jurisdiction
 - ii. Count of Station visits by technicians for normal maintenance
 - iii. List of all Station malfunctions over a 1-hour duration (Station, start and end date and time, event) by Member Jurisdiction
 - iv. Number of Docks out of service for every Station, with start and end times, duration, reason for being out of service, and technician support provided

- f. Bicycle Maintenance Operations:
 - i. Count of Bicycles checked per day and per month for all Member Jurisdictions
 - ii. Count of Bicycles repaired per day and per month for all Member Jurisdictions
 - iii. Breakdown of “wrenched” (or customer-reported at the Dock) Bicycles, their Bicycle number, Station, as well as the start and end times, and reason Bicycle was marked for repair,
- g. Incident and Stolen Bicycle Reporting:
 - h. List of all incidents (crash, vandalism, theft, police action) with dates and summary of outcomes for all jurisdictions
 - ii. Stolen and missing Bicycle list and status for the full System
 - iii. Damaged Bicycles removed from service in each jurisdiction and by System total
- i. Customer Service Reporting:
 - i. Number of calls and webform submissions seeking customer service, including totals and number by classification for the System
 - ii. Average time to answer calls for the System
 - iii. Average duration of call for the System
 - iv. Average duration of time on hold
 - v. Percentage of calls lost for the System
 - vi. Percentage of calls served within thirty seconds for the System
- i. Customer Outreach:

Capital Bikeshare website analytics as set forth in “Website Analytics” and “FB-Twitter” tabs in the Monthly Report.

4. Semi-Annual Report

The Contractor must provide the Project Officer a semi-annual report by February 15 and August 15 of each year that includes the following information:

- a. Equipment – Inventory, Loss, Damage, Theft, and Vandalism:
 - i. Operational fleet size by Member Jurisdiction
 - ii. Number and percentage of damaged Bicycles removed from service by Member Jurisdiction
 - iii. Average number of Bicycles within each Member Jurisdiction during the month
 - iv. Missing Bicycles per Member Jurisdiction
- b. Customer Service

- i. Qualitative summary of customer service issues, complaints, and general trends.

5. Annual Report:

The Contractor must provide the Project Officer an annual report by February 15 of each year that includes demographics of registered member purchases (where available) and kiosk sales at stations.

6. Revenue Report:

The Contractor must provide a Revenue Report for operations and maintenance for the System by the 10th of each month for each Project Officer to review and approve the Member Jurisdiction's respective section before the Contractor wires revenues.

The Revenue Report must include the following information broken down by Member Jurisdiction, subject to data availability:

a. Revenues

- i. Value of all Membership Types by Member Jurisdiction (Resident and Non-resident Membership Fees)
- ii. General fee (Resident and Non-resident Membership Fees)
- iii. Revenue from usage fees (registered Members and Casual Members)
- iv. Replacement keys (Resident and Non-resident Membership Fees)
- v. Revenue from stolen/lost Bicycles (Resident and Non-resident Membership Fees)
- vi. Public gift card sales (Resident and Non-resident Membership Fees)
- vii. Corporate gift card sales (Resident and Non-resident Membership Fees)
- viii. Corporate portal sales (Resident and Non-resident Membership Fees)
- ix. Revenue from corporate checks
- x. Corporate Membership accounts receivable
- xi. Revenue from E-bicycle usage, such as unlock fees, out-of-station parking fees, and no parking zone fees
- xii. Revenue that came through the Mobile App, or third-party mobile app, where applicable
- xiii. Membership Fee Revenue from kiosk sales at stations

b. Debits:

- i. Value of redeemed gift certificates (Resident and Non-resident Membership Fees) by Membership Type

- ii. Value of redeemed gift certificates (Resident and Non-resident Membership Fees)
- iii. Value of refunds processed from membership fees (Resident and Non-resident Membership Fees)
- iv. Value of refunds processed from the online store (Resident and Non-resident Membership Fees)
- v. Value of the corporate subscription offset (Resident and Non-resident Membership Fees)
- vi. Value of refunds from stolen/lost Bicycles returned (Resident and Non-resident Membership Fees)
- vii. Credit card fees
- viii. Approved platform fees
- ix. Chargebacks
- x. Sales Tax

c. Helmets:

- i. Revenue from helmet sales (Resident and Non-resident Membership Fees)
- ii. Sales Tax

7. Crash Report:

Within twenty-four hours of discovery of an incident involving a Bicycle resulting in major bodily injury, the Contractor must report the incident to the Project Officer, in writing including relevant details available to the Contractor.

8. Theft, Damage, and Vandalism Report:

The Contractor must report in writing to the Project Officer within 24 hours after the Contractor's discovery of any theft, damage, or vandalism of any Station, other than damage that results from a crash. Theft, damage, and vandalism reports also must be included in the Monthly Reports.

Immediately upon notice of each incident of theft, damage or vandalism valued at more than \$1,000, the Contractor must record the information described in a.–c. below, to the extent possible.

Within forty-eight hours after notice of each incident of theft, damage or vandalism, the Contractor must provide the Project Officer with detailed information about the theft, damage, or vandalism, including a Police Report (as soon as the Police Report is available).

The Contractor must also request all Members to file a report with the Police Department immediately for incidents of theft.

The Contractor must request Members to file a theft report with the Contractor immediately after notice of a theft. The theft report form must include, at a minimum, if available the following information:

- a. Member's name; member number; gender; telephone number; date of birth; and residential address
- b. Details of the theft, including date; time; jurisdiction; state address/location of theft; description of theft; police report number officer name and badge number; police precinct/department; and
- c. Names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the theft

9. Additional Reports

Periodically, the Project Officer may request the Contractor to provide additional written reports and may revise the categories of data to be provided in each report described above. The Contractor will use reasonable efforts acting in good faith to provide such additional reports or data as reasonably practicable subject to data availability.

Y. Written Requests

Within three Business Days of a written request from a Member Jurisdiction, the Contractor must provide to the Project Officer requested information and documents to assist the Member Jurisdiction in meeting any existing or future reporting requirements for or related to the application for or continuation of project funding from local, regional, state, or federal sources. Requests for data not specified in the scope of work of the Contract will be billed at the Professional Tasks rate specified in the Contract, subject to Contractor's approval.

Z. Periodic Member Jurisdiction Transportation Surveys

Upon reasonable request from a Project Officer, the Contractor must distribute Member Jurisdictions' and the Washington, D.C. metropolitan area's periodic programs of research and evaluation to determine transportation and air quality impacts and to better understand members and how the bicycle transportation needs of residents and employees in a Member Jurisdiction and other Member Jurisdictions (if applicable) are being met. The research may address customer satisfaction with the services provided by Contractor.

AA. Mobile Application-based Fare Sales

The Contractor must sell the various Membership Types through a Capital Bikeshare-branded Mobile App and may sell some or all of the Membership Types on a non-Capital Bikeshare-branded mobile app(s).

The Contractor must not charge Members (other than the fees and taxes applicable for use of the System through other platforms) or the Member Jurisdictions (other than the Operation & Maintenance fees).

Advertising and sponsorships may not be placed on the Mobile App without the Member Jurisdictions' approval.

EXHIBIT B
CONTRACT PRICING

	Cost per dock per month					Cost per minute for E-bicycle
Operations & Maintenance	Rideability rebalancing	3-hour rebalancing	Rideability rebalancing with discount for 24+ docks	3-hour rebalancing with discount for 24+ docks	No rebalancing	Docked and Dockless Ebike (Hybrid)
Operations & Maintenance — Inclusive of station software; Backend Software: and web license, hosting, and maintenance	\$101 per dock per month	\$101 per dock per month	\$50.50 per dock per month	\$50.50 per dock per month	\$50.50 per dock per month	\$0.10 per minute

Other Fees	Out of Hub (fee per instance)
Out of Hub Member (fee per instance)	\$2.00
Out of Hub Non-Member (fee per instance)	\$2.00

Notes:

The monthly fees for docks at stations with ECO4 boards increase by 15% beginning in July 2023.

Lyft may increase fees by 2% each year beginning in January 2024.

Additional Services

Below we detail Additional Service fees that apply.

Station & Technical Platform Movement	Cost*
Station installation/relocation by boom truck (up to 27 Docks)	\$3,257.60
Station installation/relocation by boom truck (28 Docks or more)	\$3,868.40
Station/Technical Platform relocation by pallet jack (up to 27 Docks)	\$648.40
Station/Technical Platform relocation by pallet jack (28+ Docks)	\$763.50
Technical Platform installation/relocation by boom truck, on day with other install(s)/relocation(s) (up to 19 Docks)	\$1,425.20
Technical Platform installation/relocation by boom truck, no other same-day install(s)/relocation(s) (up to 19 Docks)	\$1,628.80
Technical Platform installation/relocation by boom truck, on day with other install(s) / relocation(s) (20+ Docks)	\$2,162.32
Technical Platform installation/relocation by boom truck, no other same-day install(s) / relocation(s) (20+ Docks)	\$2,367.16
Technical Platform relocation by pallet jack, on day with other install(s)/relocation(s)	\$407.20
Technical Platform relocation by pallet jack, no other same day install(s)/relocation(s)	\$610.80

Bike Corrals	1-4 hours with Station	5-8 hours with Station	1-4 hours without Station	5-8 hours without Station
Bike Corral	\$3,112.03	\$4,149.37	\$1,037.34	\$2,074.68

Station Refurbishment	Cost
Refurbishment of Technical Platforms on a Station with 15 Docks or fewer	To be billed at hourly rate plus materials
Refurbishment of Technical Platforms on a Station with between 16 and 27 Docks	To be billed at hourly rate plus materials
Refurbishment of Technical Platforms on a Station with 28 Docks or more	To be billed at hourly rate plus materials
Equipment and labor for the replacement of one Dock door	To be billed at hourly rate plus materials

Additional Services	Administrative Tasks	Field/Labor Tasks	Professional Tasks
Hourly rate for additional services not stated in Scope of Service	\$66.90	\$47.20	Up to \$400.00

** Late cancellation for Station & Technical Platform Movement would result in a fee payment of 50% of the listed cost. Late cancellation fees are applied when notice is given with less than 36 hours.*