



DEPARTMENT OF MANAGEMENT AND FINANCE
Office of the Purchasing Agent

2100 Clarendon Blvd., Suite 501 Arlington, VA 22201
TEL 703-228-3410 FAX 703-228-3409 EMAIL purchasing@arlingtonva.us www.arlingtonva.us

April 14, 2020

VIA E-MAIL AND US MAIL

Mr. Kyle Canter, Chief Operating Officer
The Superlative Group, Inc.
2843 Franklin Boulevard
Cleveland, Ohio 44113

RE: Arlington County Contract No. 20-081, entitled, "Capital Bikeshare Sponsorship"

Dear Mr. Canter:

Enclosed for your files is a fully executed Contract for your file. Should you have any questions, please feel free to contact me at 703-228-3424 or via e-mail at stdiamond@arlingtonva.us.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Shirley Diamond".

Shirley Diamond
Procurement Officer

Enclosure

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

AGREEMENT NO. 20-081

THIS AGREEMENT is made, on the date of execution by the County, between The Superlative Group, Inc., ("Contractor") a Corporation, 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 and the following exhibits:

- Exhibit A - Scope of Work
- Exhibit B – Arlington County Bikeshare Sponsorship Policy
- Exhibit C – Assets Eligible for Sponsorship
- Exhibit D –Superlative Group, Inc., Compensation Method/Price Schedule

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 identify and recommend sponsors appropriate for system sponsorship of Capital Bikeshare, as well as for other potential Capital Bikeshare sponsorship opportunities. The sponsor must be consistent with the requirements of the Arlington County Bikeshare Sponsorship Policy (Exhibit A). 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. 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

The Period of Performance shall be a Five (5) year base period with up to Five (5) one-year option periods and will commence on the date of the execution of the Agreement by the County ("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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than Four (4) additional Twelve (12) month periods (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 D. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit D unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. 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.

7. 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.

8. 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. 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).

9. 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.

10. BACKGROUND CHECK

All employees or sub-contractors whom the Contractor assigns to Work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

11. REPLACEMENT OF PERSONNEL AND SUB-CONTRACTORS

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 may not replace Key Personnel or sub-contractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace Key Personnel or sub-contractors to the County Project Officer a minimum of Fifteen (15) calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

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, subject to the County's written approval.

12. 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.

13. 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.

14. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must provide the following:

- (i) 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.

15. 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.

16. TERMINATION

The County may terminate this Contract at any time 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.

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.

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 15 days or any other 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 complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant Work performed by the Contractor or its subcontractors. 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 15 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.

17. **INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)**

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 attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the 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.

18. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any sub-contractor is 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 sub-contractors 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 sub-contractors 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 trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance 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.

19. **COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

20. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All Work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the Work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

21. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information 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. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

22. 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.

23. 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.

24. 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, 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.

25. 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.

26. 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.

27. 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 this Contract.

28. 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, proposals 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)

29. AUDIT

The Contractor must retain all books, records and other documents related to 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 provide any requested documents to the County for examination within Fifteen (15) days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within Thirty (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 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 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 a minimum of Thirty (30) days' notice and must not dispose of the documents if the County objects.

30. 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.

31. AMENDMENTS

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

32. 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.

33. 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 days after the final payment. The time limit for a final written decision by the County Manager is 30 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.

34. 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.

35. ARBITRATION

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

36. NON-EXCLUSIVITY OF REMEDIES

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

37. 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.

38. 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.

39. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

40. 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.

41. 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.

42. 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.

43. 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:

Kyle Canter
Chief Operating Officer
The Superlative Group, Inc.
2843 Franklin Boulevard
Cleveland, Ohio 441113
Telephone: 216-592-9400
E-mail: canter@superlativegroup.com

TO THE COUNTY:
Melissa McMahon
Principal Planner
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard
Suite 900
Arlington, Virginia 22201
Telephone: 703-228-0651
E-mail: mmcmahon@arlingtonva.us

AND

Shirley Diamond
Office of the Purchasing Agent
Arlington County Government
2100 Clarendon Boulevard
Suite 500
Arlington, Virginia 22201
Telephone: 703-228-3424

44. 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.

45. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

46. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

47. 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 \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. 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. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except Workers Compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. 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.
- f. 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.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, 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. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and 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.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. 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 shall 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.

48. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the life of this Contract. At a minimum, Performance Evaluations will be completed at Fifty Percent (50%) completion of the Work and within Sixty (60) consecutive calendar days from Final Completion of the project and prior to final payment being made to the Contractor.

The Performance Evaluation(s) will address the Contractor's Work quality, cost controls, schedule and timeliness, and subcontractor management. The Project Officer will be responsible for completing the evaluations and will provide a copy to the Contractor and the Procurement Officer.

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

CONTRACTOR

**AUTHORIZED
SIGNATURE:**



**AUTHORIZED
SIGNATURE:**



**NAME: SHIRLEY DIAMOND
TITLE: PROCUREMENT OFFICER**

**NAME AND
TITLE: Kyle Canter, COO**

DATE: 04-14-20

DATE: 4-10-20

EXHIBITS

EXHIBIT - A

SCOPE OF SERVICES

The Contractor shall identify and recommend potential Sponsors appropriate for System Sponsorship of Capital Bikeshare, as well as for other potential Capital Bikeshare Sponsorship Opportunities. The Sponsor(s) must be consistent with the requirements of the Arlington County Bikeshare Sponsorship Policy (Exhibit B). During the term of the contract, the Contractor shall have the exclusive right to identify and recommend appropriate sponsors for the System and Fixed Facilities, as defined below.

1. DEFINITIONS

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

"Bicycles" means all bicycles used in the System.

"Broker" or "Contractor" means the vendor with which the Member Jurisdictions contract for the services specified in this Request for Proposal.

"Capital Bikeshare" means the regional Capital Bikeshare system owned by the Member Jurisdictions. This term is used interchangeably with "System" or "the Capital Bikeshare system".

"County" means Arlington County, Virginia.

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

"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 facility assets, for purposes of this procurement, do not include the station Ad Panels.

"Member Jurisdictions" means Arlington County, the City of Alexandria, Fairfax County, and the City of Falls Church, Virginia; the District of Columbia; and Montgomery County, Maryland. Throughout this RFP, the term "Member Jurisdictions" refers to the entire group making a decision cooperatively, unless "Member Jurisdictions individually" is specified.

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

"Non-System Sponsorships" means those sponsorship opportunities which are available to be brokered through this Contract but which are not necessarily included in a System Sponsorship.

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

"Operator" means the entity charged with operating the Capital Bikeshare system; currently Motivate International, Inc.

"Sponsor" means an entity that contracts with the Contractor to sponsor one or more of the Sponsorship Opportunities.

"Sponsorship Opportunities" means System Sponsorship, Fixed Facility Sponsorship, Event Sponsorship, and Other Potential Sponsorships.

"Station", see "Fixed Facility"

System Sponsorship, Fixed Facility Sponsorship, Event Sponsorship, and Other Potential Sponsorship Opportunities are defined in the next section.

2. DESCRIPTION OF SPONSORSHIP OPPORTUNITIES

Examples of all Sponsorship Opportunities the Contractor may broker are illustrated in Attachment B, Assets Eligible for Sponsorship.

A. System Sponsorship

The System Sponsor will be the exclusive sponsor for Capital Bikeshare, and no Member Jurisdiction shall designate any other sponsor as "System Sponsor". The System Sponsor shall have the exclusive right to have its company name and/or logo placed on the System Sponsorship assets, in conformance with the Arlington Bikeshare Sponsorship Policy (Attachment A).

System Sponsorship assets may include but not be limited to, the skirt guards and basket panels of the Bicycles, marketing materials, member fobs, helmets, the official website at CapitalBikeshare.com, email communications with customers, and social media accounts.

The Sponsor shall be responsible for all costs associated with material, design, printing, placement, and maintenance of the Sponsorship material on Bicycles and other assets. The Sponsor shall coordinate with the Operator, as defined herein, which will be responsible for the installation of Sponsorship materials on all Sponsorship assets.

Naming rights of Capital Bikeshare are not included in the System Sponsorship, however "presented by", "provided by", "powered by" or similar "presenting sponsorship" language to go alongside the "Capital Bikeshare" name is considered part of the System Sponsorship.

The term of a System Sponsorship Agreement shall not exceed 10 years.

B. Fixed Facility Sponsorship

Washington, D.C. is interested in including their Fixed Facilities (i.e. Stations) in this type of sponsorship opportunity. This type of sponsorship could vary by Member Jurisdiction. Fixed Facility sponsorship revenue goes to the jurisdiction in which the Station is located. The other Member Jurisdictions do not have the authority for Fixed Facilities to include sponsorships, but if that authority were to be put into

place in the future, the other Member Jurisdictions could take advantage of this feature of the contract at that time.

The Fixed Facility Sponsorship opportunity does not include the Ad Panels, which are in some cases already under brokerage contract. However, Ad Panels are included as an "Other Potential Sponsorship Opportunity", below, for those jurisdictions where they may be made available.

The Sponsor shall be responsible for all costs associated with material, design, printing, placement, and maintenance of the Sponsorship material on Bicycles and other assets. The Sponsor shall coordinate with the Operator, as defined herein, which will be responsible for the installation of Sponsorship materials on all Sponsorship assets.

The term of a Fixed Facility Sponsorship Agreement shall not exceed 10 years.

C. Event Sponsorship

Event sponsorship is for the occasional use of the Capital Bikeshare system to promote a sponsor's name and commercial enterprise event for a short period of time, usually a weekend or weekend day, such as through discounted memberships, free rides for the public, or a "corral" to provide parking when a Station isn't near an event. Event sponsorship can be system-wide or Member Jurisdiction-specific depending on the size and nature of the event, but the key feature of this type of sponsorship is that it is of a short duration and associated with a specific event.

The Sponsor shall be responsible for all costs associated with material, design, printing, placement, and maintenance of the Sponsorship material on Bicycles and other assets. The Sponsor shall coordinate with the Operator, as defined herein, which will be responsible for the installation of Sponsorship materials on all Sponsorship assets.

D. Other Potential Sponsorship Opportunities

As an additional option, and subsequent to the selection, designation, and agreement on a System Sponsor, Contractor may suggest further aspects of Capital Bikeshare that could be sponsored (if not included in the System Sponsorship). Ad Panels fall into this category. In some jurisdictions, these panels contain promotions about Capital Bikeshare. In other jurisdictions, where permitted by local law and where existing contracts do not conflict, the Ad Panels may be brokered for advertisement.

The Sponsor shall be responsible for all costs associated with material, design, printing, placement, and maintenance of the Sponsorship material on Bicycles and other assets. The Sponsor shall coordinate with the Operator, as defined herein, which will be responsible for the installation of Sponsorship materials on all Sponsorship assets.

3. TASKS AND SCHEDULE

Timeframes designated in this scope of services shall only apply to the process for obtaining the System Sponsorship. Only after the Contractor has executed a contract with all Member Jurisdictions, Arlington County will issue a Notice to Proceed on behalf of all the Member Jurisdictions.

Where a task deliverable is subject to Member Jurisdiction approval, approval timeline is given below with each task, and the approval process may be generally expected to include Contractor presentation for discussion.

A. Solicitation Plan

1. Identification of Potential Sponsors

The Contractor shall, within Twenty-Five (25) consecutive calendar days of issuance of a Notice to Proceed:

- a) Conduct a valuation of sponsorship assets.
- b) Provide an analysis of the types of bikeshare sponsors from other medium- to large-size bikeshare systems in the U.S. and how this information will be used to recommend sponsors for the system.
- c) Identify types of potential sponsors consistent with the Sponsorship Policy.
- d) Identify Twenty (20) potential sponsors consistent with the Work in a) and b) above.

The Contractor's potential sponsor list shall be subject to approval by the Member Jurisdictions, and the Member Jurisdictions may add other potential sponsors to the list. The Member Jurisdictions will endeavor to provide approval within Thirty (30) days receipt of the potential sponsor list.

2. Marketing and Sales Plan

Within Twenty-Five (25) consecutive calendar days of Contractor's receipt of approval by the Member Jurisdictions of the potential sponsor list, the Contractor shall develop a comprehensive marketing and sales plan, that includes the following elements:

- a) A communication strategy detailing what the value proposition and messaging shall be, and the means of communication to be used,
- b) A plan detailing how the Contractor intends to market and sell the Sponsorship Opportunities to the potential sponsors, and
- c) A timeline of major milestones in carrying out this plan.

These materials are subject to Member Jurisdiction approval. The Member Jurisdictions will endeavor to provide approval within Thirty (30) days of receipt.

B. Development of Presentation, Marketing and Sales Materials

Within Twenty-Five (25) days of approval of the marketing and sales plan, the Contractor shall prepare marketing and sales materials for marketing the Sponsorship Opportunities. These materials shall be developed with input from the Member Jurisdictions and shall be subject to Member Jurisdiction approval. The Member Jurisdictions will endeavor to provide approval within Thirty (30) days of receipt.

C. Sales Efforts and Recommendation of Sponsors

The Contractor shall conduct its sales efforts to those potential sponsors approved by the Member Jurisdictions with the marketing and sales materials to gauge their interest. The Contractor must provide a progress report to the Program Manager for each Member Jurisdiction at least once every week. This progress report shall include the organizations with which the Contractor has discussed sponsorship opportunities and their level of interest.

Within Thirty (30) days of Member Jurisdictions' approval of the Contractor's marketing and sales materials, the Contractor shall present the Member Jurisdictions with a report that shall include:

- 1) a list of recommended sponsors,
- 2) analysis of how each recommended sponsorship is consistent with Arlington's Bikeshare Sponsorship Policy,
- 3) analysis as to which potential sponsorship offers the highest revenue potential,
- 4) a recommendation as to whether further outreach would be beneficial to secure a more desirable sponsorship, and
- 5) a set of criteria to evaluate the sponsorship offers it has received.

Based upon the Contractor's recommendations, the Member Jurisdictions shall direct the Contractor to begin negotiations with one or more recommended sponsors that the Member Jurisdictions select. The Member Jurisdictions will endeavor to provide this direction within Thirty (30) days of receipt.

D. Negotiation of Sponsorship

Upon completion of the identification of one or more recommended sponsor(s), the Contractor in collaboration with the Member Jurisdictions shall negotiate the payment and other critical terms of a sponsorship agreement ("Sponsorship Agreement") with these recommended sponsor(s) to identify the sponsor(s) that offer(s) the best sponsorship arrangement for the Member Jurisdictions. The Member Jurisdictions will assist the Contractor in drafting and negotiating the Sponsorship Agreement.

At a minimum, the draft Sponsorship Agreement shall include the following:

1. Type of sponsorship;
2. Total sponsorship amount (consideration that the system may grow over time);
3. Sponsorship term (no greater than 10 years);
4. Sponsorship payment schedule;
5. A commencement date;
6. General description of sponsor content and assets included in sponsorship;
7. Mandatory Terms and Conditions of this Agreement
 - Termination for Member Jurisdictions' Convenience
 - Arlington Sponsorship Policy
8. General description of development and provision of sponsorship materials, marketing efforts and public relation activities, paid by the sponsor, to launch the sponsorship and to promote the Capital Bikeshare brand during the sponsorship term. The Operator, as defined above, will be responsible for the installation of Sponsorship materials on all Sponsorship assets. The Sponsor

- is responsible for all costs associated with material, design, printing, placement, and maintenance of the Sponsorship material on Bicycles and other assets;
9. Naming Member Jurisdictions as additional insureds on all insurance policies;
 10. Indemnification of Member Jurisdictions; and
 11. Any other terms or conditions required by the Member Jurisdictions.

The Contractor shall involve the Member Jurisdictions in the sponsorship sales and negotiating process, including final negotiations and meetings. The Contractor shall communicate regularly with the region's designated Capital Bikeshare marketing firm. The final approval of the sponsor(s) shall be made by the Member Jurisdictions.

E. Mandatory Terms and Conditions of the Sponsorship Agreement between Broker and Sponsor

The following mandatory terms and conditions must be included in each Agreement between Sponsor and Broker pursuant to this Scope of Work.

1. **Termination for the Convenience of the Member Jurisdictions:** At the direction of The Member Jurisdictions, as a group (not individually), the Broker shall terminate this Agreement between Sponsor and Broker in whole or in part. The Broker shall give the Sponsor at least 30 days' notice in writing. The notice must specify the extent to which the Agreement is terminated and the effective termination date. Except as otherwise directed by the County, the Broker must stop Work pursuant to the Sponsor-Broker Agreement on the date of receipt of the notice of the termination.
2. **Arlington Bikeshare Sponsorship Policy:** (See Attachment A)

F. Administration of the Sponsorship Contract

Upon final approval of the Sponsorship Agreement by the Member Jurisdictions, the Contractor shall enter into a contract with the selected sponsor, consistent with the Sponsorship Agreement, in order to receive the sponsorship payment on behalf of the Member Jurisdictions. The Contractor shall be responsible for the administrative tasks associated with ongoing receipt and disbursement of sponsorship payments consistent with Section IV.4. Sponsorship and Commission Payments, which provides more detail below. Contractor will also be responsible for ensuring that the sponsor meets all obligations under its sponsorship contract.

G. Other

The brokerage contract with the Contractor shall not grant the Contractor any rights (exclusive or otherwise) to perform any services other than the services identified in the RFP or to receive compensation from any Member Jurisdiction(s) sponsorships other than the sponsorships described herein. The Contractor's exclusive rights during the identification and selection process of the System Sponsorship and Fixed Facility Sponsorships shall not preclude Member Jurisdictions from pursuing Event Sponsorships or Other Potential Sponsorship Opportunities on their own or through a third party, and the Contractor shall not benefit from those resulting sponsorships arranged separately by any of the Member Jurisdictions.

If the Contractor fails to meet any of the timelines in sections A through D above, the Member Jurisdictions reserve the right to terminate their contracts for default.

4. SPONSORSHIP AND COMMISSION PAYMENTS

A. Sponsorship Revenue Payment to Member Jurisdictions

Sponsorship revenue shall be paid directly to the Contractor by the selected sponsor. The Contractor shall enter into a contract with the selected sponsor, receive the sponsorship revenue under the payment schedule specified in the Sponsorship Agreement, and then disburse the revenue to the contracted Member Jurisdictions within 10 business days. The Contractor shall disburse to each Member Jurisdiction their entire share of the Sponsorship revenue.

The System Sponsorship shall be based on the individual Member Jurisdiction's portion of the system. These portions shall be measured by the Member Jurisdiction's percentage of total system Docks in operation at the time of payment. Dock percentages for purposes of this calculation shall be maintained on a quarterly basis to reflect changes in the system.

The Event, Fixed Facility, or Other Potential Sponsorship Opportunities revenue shall be disbursed to the Member Jurisdiction in which the event or fixed facility is located, unless another distribution approach is otherwise agreed to by the Member Jurisdictions and conveyed to the Broker before the Sponsorship Agreement is finalized.

B. Contractor Commission Payment

The Contractor will be paid its commission by each Member Jurisdiction with which it has contracted according to the compensation method/commission schedule in Attachment C. The Contractor shall be paid its commission after the Member Jurisdictions are paid their entire percentage of the sponsorship revenue. Each Member Jurisdiction will pay a share of the commission as described in 4. A. above.

The Contractor is entitled to a commission from individual Member Jurisdictions on any sponsorship that is brokered and executed by the Contractor during the term of the respective Member Jurisdiction's contract with the Contractor. If the Contractor's contract term is to expire before the sponsorship payments (and their associated commission payments) are complete, the Contractor's contracts with each jurisdiction will be extended to accommodate completion of remaining required payment transactions only, and unless otherwise agreed to by the Member Jurisdictions, shall not allow for the provision of any further brokerage services by the Contractor.

5. KEY PERSONNEL

Key personnel on this contract are those the Contractor deems critical to execution of the Scope of Work. With regard to the Contractor's System Sponsorship responsibilities, the Member Jurisdictions have the right to reject staff or subcontractors. With regard to Other Sponsorship Opportunities, each Member Jurisdiction has the right to reject staff or subcontractors that the Contractor assigns to that Member Jurisdiction. The Contractor must provide replacement staff or subcontractors, with at least the same qualifications and experience level as the rejected staff or subcontractors, in a timely manner and at no additional cost to the Jurisdiction.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the Member Jurisdictions' written approval. The Contractor must submit any request to remove or replace staff or subcontractors to the Member Jurisdictions' Contracting Officers at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications, resume with references including references contact information.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the Jurisdiction's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with at least the same qualifications and experience, subject to the Jurisdiction's written approval.

6. CONFLICT OF INTEREST

The Contractor declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work described in the Scope of Services on behalf of the Member Jurisdictions. Should such an interest be acquired during the life of the contract(s), the Contractor shall declare it and advise all Member Jurisdictions immediately upon knowledge of such conflict.

EXHIBIT - B

ARLINGTON COUNTY BIKESHARE SPONSORSHIP POLICY

I. Background

Arlington County owns and operates a bikeshare system for its residents, visitors and employees Working within the County. This system is part of a regional system operating under the brand "Capital Bikeshare" and includes the jurisdictions of District of Columbia, City of Alexandria, Fairfax County and Montgomery County, each of whom own and operate their portion of the system.

The County supports bike-sharing as a means to provide transportation alternatives to driving, improve the environment by lessening emissions from driving, reduce congestion and support healthy and active lifestyles.

In order to ensure that the Arlington bikeshare system remains an important and viable part of its net work of transportation options, Arlington will allow sponsorship of its bicycles and related accessory equipment that are part of the County's Capital Bikeshare system.

II. Policy

It shall be the Policy of Arlington County, Virginia, to allow commercial sponsors only of its bicycles and related accessories that are part of the County's Capital Bikeshare system in order to generate additional revenues that reduce Arlington County's financial obligation to the bikeshare system. Revenue generated from the sponsorship is only to be used for operations and maintenance, expansion and replacement equipment, management, and marketing and promotion of the bikeshare system.

Arlington County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of sponsors. Arlington County intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliation and messages.

This policy is intended to provide clear guidance as to the acceptance of a limited class of sponsors that will allow Capital Bikeshare to achieve its goals of: i) maximizing revenue; ii) maximizing ridership; and iii) preserving brand integrity and marketing potential.

III. Guidelines Governing Sponsorships

To maximize sponsorship revenue, sponsorship requests are subject to the view-point neutral restrictions set forth below:

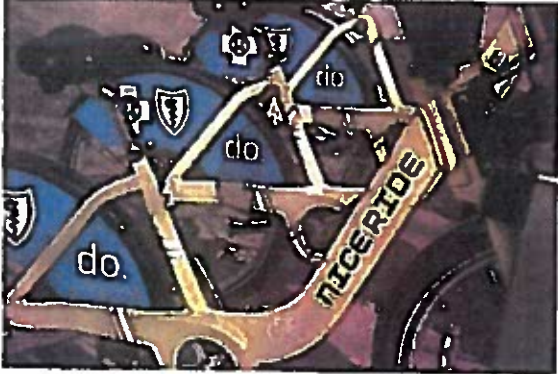

1. Only commercial sponsorships promoting goods or services or featuring a brand or company that offers commercial goods or services, will be accepted. Noncommercial sponsorships and/or sponsorships by commercial entities featuring noncommercial




- messages are not accepted. Noncommercial sponsorships include, but are not limited to, sponsorships relating to politics, religion, public policy, or controversial issues.
2. All sponsorships shall comply with the spirit of all applicable laws and regulations of the various jurisdictions in which they are displayed unless the inconsistencies among the various jurisdictions prevent such compliance. Arlington County reserves the right to reject or remove any sponsor or sponsorships that violate local, state or federal laws.
 3. Sponsorships that promote unlawful or illegal activity, goods, or services, or involve other unlawful conduct are prohibited.
 4. Sponsorship content must not be false, misleading, or deceptive.
 5. Sponsorships must avoid illustrations or references that disregard normal safety precautions.
 6. Sponsorships utilizing Arlington County or Capital Bikeshare logos, graphics, seals, or representations are subject to approval by Arlington County.
 7. No implied or declared endorsement of any product or service or message by Arlington County or Capital Bikeshare is permitted.
 8. Sponsorships that promote alcohol or tobacco products, tobacco-related products, e-cigarettes or vaporizers are prohibited.
 9. Sponsorships that depict or describe, in an offensive manner, sexual activities so as to satisfy the definition of obscene material under applicable law, and/or contain an image or a person who appears to be a minor in a sexually suggestive dress, pose, or context are prohibited.
 10. Sponsorships for products, services or companies in competition with Capital Bikeshare are prohibited.

EXHIBIT - C



ASSETS ELIGIBLE FOR SPONSORSHIP

Following are sample placement sites of the Sponsor's brand, mostly using images from other bikeshare systems which have equipment similar to Capital Bikeshare. The Member Jurisdictions welcome suggestions for further placement locations.


<u>Placement Location</u>	<u>Dimensions</u>	<u>Example</u>
Skirt guard decal on both sides of all Capital Bikeshare Bicycles	two visible areas on each side of the skirt guard being roughly 19.6 cm x 15.6 cm and 40.6 cm x 16.7 cm	 <p>example: Blue Cross Blue Shield of Minnesota logo on Nice Ride Minnesota bicycle (Minneapolis, MN)</p>
Basket panel decal	14.5 cm x 14.5 cm	 <p>example: Barclays logo on London Cycle Hire bicycle (London, England)</p>

<p>Customer Fob</p>	<p>1.5 cm x 1.5 cm</p>	 <p>example: MasterCard logo on CitiBike customer fob (New York region, NY)</p>
<p>Helmet</p>	<p>size negotiable</p>	 <p>example: Capital Bikeshare helmet – no sponsor logo shown</p>
<p>New customer welcome package that is mailed with fob</p>	<p>size negotiable</p>	 <p>example: Capital Bikeshare welcome package -- no sponsor logo shown</p>

<p>CapitalBikeshare.com website</p>	<p>size and locations are negotiable</p>	 <p>example: CapitalBikeshare.com -- no sponsor logo shown</p>
<p>Capital Bikeshare's Facebook page at www.facebook.com/CapitalBikeshare</p>	<p>size and locations are negotiable</p>	 <p>example: Capital Bikeshare's Facebook page -- no sponsor logo shown</p>

<p>Capital Bikeshare's Twitter page at twitter.com/bikeshare</p>	<p>size and locations are negotiable</p>	 <p>example: Capital Bikeshare's Twitter page -- no sponsor logo shown</p>
<p>Email communications with customers</p>	<p>n/a</p>	 <p>Free Rides on Election Day! example: Capital Bikeshare newsletter</p>

Fixed Facility Sponsorship Opportunities

<p>Kiosk and station map</p>	<p>size negotiable</p>	 <p>example: New Balance logos on station map and kiosk (Boston, MA)</p>
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Other Potential Sponsorship Opportunities


<p>Ad Panel</p>	<p>Roughly 3x5 feet</p>	 <p>example: Capital Bikeshare station Ad Panel showing promotion for the Capital Bikeshare service (Arlington, VA)</p>
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EXHIBIT – D

SUPERLATIVE GROUP, INC.-COMPENSATION METHOD/COMMISSIONS SCHEDULE

ATTACHMENT C: COMPENSATION METHOD/COMMISSIONS SCHEDULE

Offerors must use the compensation method template below to provide their requested percentages for some or all of the variable percentages X, Y, Z, A, B, C, and D. Offeror must complete the commission schedule by providing commission as percentage of revenue for each dollar range. Each percentage provided will apply only to its respective revenue amounts. For example, for a sponsorship worth \$5,000,000, the selected contractor will receive X% of \$3,999,999 (all revenue up to and including \$3,999,999); and the selected contractor will receive Y% of \$1,000,001 (all revenue between \$4,000,000 and \$5,000,000). The evaluation examples used are a \$10,000,000 System Sponsorship, a \$3,500,000 Fixed Facility Sponsorship, and a \$50,000 Event or Other Potential Sponsorship.

SYSTEM SPONSORSHIP COMMISSION SCHEDULE (worth 15 points)				Total Sponsorship Offer, NPV*, for Evaluation Purposes
Sponsorship Offer, by Portion of Total	<= \$3,999,999	\$4,000,000 - \$7,999,999	>= \$8,000,000	
Sponsor Offer, For Evaluation Purposes	\$ 3,999,999	\$ 4,000,000	\$ 2,000,001	\$ 10,000,000
Broker Commission as % of Revenue Within Dollar Range (must be entered by each Offeror), eg:	X%	Y%	Z%	
Offeror	20%	2%	2%	
	\$ 800,000	\$ 80,000	\$ 40,000	\$ 920,000

FIXED FACILITY SPONSORSHIP COMMISSION SCHEDULE (worth 5 points)				Total Sponsorship Offer, NPV*, for Evaluation Purposes
Sponsorship Offer, by Portion of Total	<= \$999,999	\$1,000,000 - \$2,999,999	>= \$3,000,000	
Sponsor Offer, For Evaluation Purposes	\$ 999,999	\$ 2,000,001	\$ 500,000	\$ 3,500,000
Broker Commission as % of Revenue Within Dollar Range (must be entered by each Offeror), eg:	A%	B%	C%	
Offeror	20%	2%	2%	
	\$ 200,000	\$ 40,000	\$ 10,000	\$ 250,000

EVENTS AND OTHER POTENTIAL SPONSORSHIP COMMISSION SCHEDULE (worth 2 points)	
Total Sponsorship Offer, NPV*, for Evaluation Purposes	\$ 50,000
	D%
Offeror	20%
	\$ 10,000

* All commission rates are assumed to be calculated against the net present value (NPV) of the total sponsorship. This is because a sponsorship negotiated for 10 million spread across 10 years is worth less than one negotiated for 10 million paid in full up front. For purposes of evaluating Offers, all Offerors are asked to provide commission rates against the NPV of a successful sponsorship, to account for potential differences in timing.