

Public Records Request #5577

The following materials have been gathered in response to public records request #5577. These materials include:

- Contract #2020000790: “Bike! Charlotte” Event Planning & Management Services
- Contract #2020000790: “Bike! Charlotte” Event Planning & Management Services – Digital Contract Routing Form
- Limited Liability Company Information – Well-Run Media & Marketing, LLC
- Well-Run Media & Marketing, LLC Correspondence
- Email Correspondence

This information was provided as a response to a public records request on 11/3/21 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT TO PROVIDE
"BIKE! CHARLOTTE" EVENT PLANNING & MANAGEMENT SERVICES

THIS SERVICES CONTRACT (the "Contract") is made and entered into as of this 16th day of January 2020 (the "Effective Date"), by and between **well-run media + marketing, llc**, a corporation doing business in North Carolina (the "**Company**"), and the City of Charlotte, a North Carolina municipal corporation (the "**City**").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # CDOT-FY20-RFP03) for "Bike! Charlotte" Event Planning & Management Services dated December 13, 2019. The Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain "Bike! Charlotte" Event Planning & Management Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICE SCHEDULE

EXHIBIT B: SCOPE OF WORK

2. **DEFINITIONS.** This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **DESCRIPTION OF SERVICES.**

3.1. The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

3.2. The Company shall perform the Services on site at the City's facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. **COMPENSATION.**

4.1. **TOTAL FEES AND CHARGES.** The City agrees to pay the Company on a time and materials basis. The City agrees to pay the Company for the Services at the hourly rates set forth in Exhibit A, which shall remain firm for the duration of the Contract and shall not exceed a pre-determined amount of **\$49,750** (the "Payment Cap").

The Payment Cap constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties.

- 4.2. MILESTONE PAYMENT PLAN. The Company shall invoice the City for the Purchase Price in accordance with the Milestone Plan, which shall be attached as Appendix B to the Statement of Work. The Company shall not invoice the City for any Services or Deliverables within a particular Milestone until all Services and Deliverables required in connection with that Milestone have been fully delivered, completed and Accepted by the City.
 - 4.3. NO EXPENSES CHARGEABLE: The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.
 - 4.4. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.
 - 4.5. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov.
 - 4.6. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.
 - 4.7. PRE-CONTRACT COSTS. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.
 - 4.8. AUDIT. During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
5. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the type of Service performed and the number of hours worked by the Company. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Services performed under this Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of this Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, whenever requested by the City.

6. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
7. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
8. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
 - 8.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 8.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
 - 8.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
 - 8.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
 - 8.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 8.6. Communication among and between the City and the Company's staff;
 - 8.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
 - 8.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
 - 8.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
 - 8.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.
9. **CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

10. PROGRESS REPORTS - *Reserved*

11. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES. The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

12. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

12.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, including but not limited to Key Personnel, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors, including but not limited to Key Personnel.

12.2. Unless approved by the City in writing, the Company's personnel set forth in Exhibit B (the "Key Personnel") shall stay on the Project until termination without any material reduction of such Key Personnel's duties, time on the Project or level of involvement. In the event of a breach or potential breach of the foregoing sentence, the Company will use its best efforts to maintain such Key Personnel on the Project (if necessary, in a subcontracting role).

13. BACKGROUND CHECKS. Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 14. ACCEPTANCE OF TASKS DELIVERABLES/MILESTONES** Within a reasonable time after a particular Deliverable/Milestone has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable/Milestone that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable/Milestone.

If the City Project Manager is not satisfied that the Deliverable/ Milestone has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s) or Milestone, or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable or Milestone (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

- 15. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

- 16. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

17. REPRESENTATIONS AND WARRANTIES OF COMPANY.

17.1. GENERAL WARRANTIES.

17.1.1. The Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

17.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

- 17.1.3. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 17.1.4. Neither the Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 17.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
 - 17.1.6. All information provided by the Company about each Company employee is accurate; and
 - 17.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 17.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
- 17.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 17.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 17.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 17.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 17.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 17.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

18. OTHER OBLIGATIONS OF THE COMPANY.

- 18.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to performing Services on the City's premises.
- 18.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

- 18.3. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 18.4. NC E-VERIFY REQUIREMENT. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 18.5. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

19. REMEDIES.

- 19.1. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 19.2. RIGHT TO WITHHOLD PAYMENT. If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 19.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 19.4. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

20. TERM AND TERMINATION OF CONTRACT.

- 20.1. TERM. This Contract shall commence on the Effective Date and shall continue in effect for one (1) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.
- 20.2. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 20.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.
- 20.3. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

- 20.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;

- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 20.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 20.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 20.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 20.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in this Contract.
- 20.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 20.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 21. TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

22. CHANGES. In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

23. CITY OWNERSHIP OF WORK PRODUCT.

23.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

23.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent.

23.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

24. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

25. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term "Indemnitees" means the City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 25 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

26. SUBCONTRACTING. Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

27. CONFIDENTIAL INFORMATION – reserved

28. INSURANCE.

28.1. **TYPES OF INSURANCE.** The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- 28.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- 28.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- 28.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

28.2. OTHER INSURANCE REQUIREMENTS.

- 28.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 28.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 28.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 28.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 28.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

29. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (i) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (ii) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

1. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
well-run media + marketing, llc	Monica Henson
Ms. Melissa Brokaw	City of Charlotte
222 Chiswick Road	City Procurement
Charlotte, NC, 28211	600 East Fourth Street, 6 th Floor
	Charlotte, NC 28202

Phone: 704-577-8459	Phone: 704-336-3940
	Fax: 704-632-8536
E-mail: melissa@well-runmedia.com	E-mail: mahenson@charlottenc.gov

With Copy To:
Lisa Flowers
City of Charlotte
City Attorney's Office
600 East Fourth Street, 9 th Floor
Charlotte, NC 28202
Phone: 704-336-3012
E-mail: lflowers@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

31. MISCELLANEOUS.

- 31.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 31.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 31.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 31.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 31.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

31.6. FORCE MAJEURE.

31.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

31.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

31.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.

31.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

31.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

31.9. APPROVALS. All approvals or consents required under this Contract must be in writing.

31.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

31.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:

Section 4.4 "Employment Taxes and Employee Benefits"
Section 17 "Representations and Warranties of Company"
Section 20 "Term and Termination of Contract"
Section 23 "City Ownership of Work Product"
Section 25 "Indemnification"
Section 27 "Confidential Information"
Section 28 "Insurance"
Section 30 "Notices and Principal Contacts"
Section 31 "Miscellaneous"


- 31.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 31.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 31.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 31.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 31.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 31.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 31.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.

- 31.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 31.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

well-run media +marketing, llc


BY: 
(signature)

PRINT NAME: DC Lucchesi

TITLE: President

DATE: January 17, 2020

CITY OF CHARLOTTE:

BY: 
(signature)

PRINT NAME: Liz Babson

TITLE: CDOT, Director

DATE: 1/16/2020

EXHIBIT A – PRICING SHEET

Item Number	Pay Item Description	Unit of Measure (UOM)	Price Per Unit of Measure
1	Community Coordination	EA	\$7,500
2	Design and Implement City Events	EA	\$17,500
3	Coordinate and Implement Marketing Activates	EA	\$24,750
		Total	\$49,750

EXHIBIT B – SCOPE OF SERVICES

BIKE! Charlotte is the signature program produced by the City of Charlotte to promote bicycling in Charlotte. With this program the city aims to highlight our existing bicycle culture and provide opportunities for people, who are not regular bicyclists, to participate in bicycle rides, educational programs, and other events during the duration of BIKE! Charlotte.

The entire BIKE! Charlotte program will run from April 17th- May 3rd. During the timeframe the Contractor will be responsible for coordinating with community organizations to add events to the BIKE! Charlotte calendar as well as producing and promoting two city sponsored events.

Specifically, the Contractor will provide the following services:

Community Coordination: Solicit and schedule community run and organized events to be added to the BIKE! Charlotte Program

In order to provide a wide range of events and programs during BIKE! Charlotte the consultant will work with community members and organizations to encourage and facilitate their participation in BIKE! Charlotte. Community members and organizations include (but are not limited to):

- Bicycle shops
- Fitness focused non-profits
- Bicycle clubs
- Bicycle oriented non-profits
- Government agencies (CATS, Mecklenburg County Parks and Rec, etc.)
- Educational institutions
- Neighborhood organizations
- Community members/organizations may organize events include (but are not limited to)

Events run and organized by community members and organizations include (but are not limited to):

- Guided Bicycle Tours
- Bicycle education courses
- Group Rides
- Mountain biking activities
- Kids events
- Bicycle Maintenance courses
- Bicycle commuting rides

Design and Implement City Events: Two City-sponsored events for BIKE! Charlotte

Event 1) Mayor's Bike to Breakfast

Description: Processional bike ride with ~200 riders beginning from a location just outside of Uptown and ending at the Government Center, 600 E 4th Street.

The Company will:

- Coordinate traffic control with CMPD
- Coordinate any street use permits with CDOT
- Sound system/music at beginning and end of ride
- Coordinate and provide breakfast for ~200 people
- Develop marketing and communication materials for the Mayor's Bike to Breakfast

EVENT 2) Cross Charlotte Trail Bike Ride

Description: Group bike ride to celebrate the Cross-Charlotte Trail and to ride the entire alignment from Pineville to UNCC. This is a one-day event with multiple route options. All options beginning from the I-485/South Blvd Blue Line station.

Routes include:

- Family route to Huntingtowne farms park and back
- Medium route to Uptown Charlotte, returning via the LYNX train
- Long route to UNCC returning via the LYNX train

The Lynx train is available for Families and those who only wish to ride the southernmost greenway segments of the XCLT all the way to a complete ride from the I-485/South Blvd Blue Line station to UNCC. The longer ride options will use the Blue line to travel back to the start location. All routes will begin from the I-485/south Blvd blue line station. There will be multiple ride options available for Families and those who only wish to ride the southernmost greenway segments of the XCLT all the way to a complete ride from the I-485/South Blvd Blue Line station to UNCC. The longer ride options will use the Blue line to travel back to the start location.

The Company will:

- Manage the creation of the even, obtaining any necessary permits, insurance, and ride logistics
- Coordinate with partners organizations to provide ride/event support
 - Carolina Thread Trail
 - Sustain Charlotte
 - Greenways for Mecklenburg
 - Mecklenburg County Parks and Recreation
 - Neighborhood associations
 - *Etc.*

City staff will provide guidance on event development, branding and coordination with CATS for the use of the Blue line.

Coordinate and implement all Marketing activities for BIKE! Charlotte less the City Provided functions

- Create BIKE! Charlotte Website
- Solicit and Schedule Events
- T-shirt Design and Production
- Poster Design and Production
- Social Media Content Production
- Photography and Video Production
- Develop a final event schedule for approval by the city Project Manager in a timely fashion to allow sufficient time for marketing
- Create press releases and media kits to publicize Bike! Charlotte and all associated events;
- Develop strategies and engagement opportunities to encourage participation in BIKE! Charlotte events
- Build relationships with the local media to provide support for Bike! Charlotte
- Aid and guide the graphic artists in the development of marketing material for Bike! Charlotte
- Assist the City in distributing event materials (i.e. posters, t-shirts, etc.)
- Solicit monetary and product sponsorship for Bike! Charlotte
- Provide a written event summary report within one month of the end of events detailing “lessons learned” for the benefit of next year’s event organizers, specifying what improvements or changes are recommended for 2021
- Work with Charlotte Business Inclusion to find MWSBE vendors for subcontracting opportunities.

City Staff will provide the following support

- Inviting dignitaries and local government officials to the Mayor's Bike to Breakfast
- Cooperation with CDOT to develop a comprehensive social media plan through the City of Charlotte social media outlets
- Assistance from CDOT to collaborate on press releases and media kit for the purposes of publicizing BIKE! Charlotte

Reporting Requirements. Please provide a written event summary report within one month of the end of events detailing "lessons learned" for the benefit of next year's event organizers, specifying what improvements or changes are recommended for 2021.

Work Plan

*The Work Plan below is a DRAFT and it will be finalized during the kickoff meeting.

PROJECT DESCRIPTION	REQUIREMENTS	*ESTIMATED START DATE	*ESTIMATED TARGET/ END DATE	CITY SUPPORT NEEDED
Logo, tagline, digital artwork & branding	<ul style="list-style-type: none"> - initial meeting to discuss thematic ideas, vision, etc. - Submit vision/concepts to subcontractor - original concepts delivered within two (2) weeks - Requesting 48 hr approval 	Feb 7	March 1	<ul style="list-style-type: none"> - team meeting - design approval
Website framework	<ul style="list-style-type: none"> - initial meeting to discuss desired functionality - site plan delivered within one (1) week - Three (3) week max delivery date - Requesting 48 hr approval 	Feb 7	March 1	<ul style="list-style-type: none"> - team meeting - design approval
Solicit Community Events	<ul style="list-style-type: none"> - Meet with former vendor within one (1) week of contract award - Initial meeting to discuss any event(s) desired by City team - Create email template for event host application - Create email database of event hosts 	Feb 10	April 1	<ul style="list-style-type: none"> - team meeting
Print promo materials	<ul style="list-style-type: none"> - initial meeting to discuss use and application of printed materials - provide design concepts within two (2) weeks - Request 48 hour approval - Confirm recycled content with supplier - Coordinate with City team re: distribution list for printed product 	March 1	March 15	<ul style="list-style-type: none"> - team meeting - design approval - provide distribution list

Plan Mayor's Bike to Breakfast	<ul style="list-style-type: none"> - Initial meeting with City team to confirm date, route, guest list, etc, with - Confirm with Event Planner for time/date, menu, entertainment, sound, cleanup, etc. - Solicit for MWSBE caterer - Solicit for MWSBE entertainment - Coordinate with CDOT re: traffic control - Requesting CDOT/Government officials' invite to Mayor's Ride - Coordinate with video and photo subcontractors 	March 1	April 17	<ul style="list-style-type: none"> - team meeting - assist with traffic control plan - invite government officials
Marketing Plan (incl: social media, paid media, etc.	<ul style="list-style-type: none"> - Develop comprehensive marketing plan for events, advocacy opportunities, etc. - Define target audience(s), desired outcomes - Develop social media content calendar for pre- and post-event - Recommend paid media campaign strategies and platforms (incl: social media, e- billboards, branded merchandise (tees, etc.) - Manage budget and ROI on paid media - Coordinate with video and photo subcontractors to capture material for 2021 marketing 	March 16	May 3	<ul style="list-style-type: none"> - regular team meetings (suggested weekly)
PR/media relations and communications	<ul style="list-style-type: none"> - Initial meeting with City team to develop story ideas calendar for BIKE! Charlotte - Draft news release for BIKE! Charlotte - Requesting 48 hr approval - Coordinate with City Communications for public release - Select team member(s) to serve as subject matter experts - Requesting immediate availability 	March 23	May 4	<ul style="list-style-type: none"> - regular team meetings (suggested weekly) - distribute press releases

Plan Cross Charlotte Trail Ride	<ul style="list-style-type: none"> - Initial meeting to discuss possible route(s), start/end times, location(s), requested amenities, etc. - Confirm with CDOT on any necessary permits, public safety requirements, etc. - Publish routes via above-mentioned marketing/PR/Media Relations plans - Coordinate with video and photo subcontractors - Coordinate with City team re: CATS/LYNX for return trips - Coordinate with Cross Charlotte Trail partners for participation, and any communication they can provide to their audience(s) - 	March 1	May 3	<ul style="list-style-type: none"> - team meeting - assist with permits and traffic control - coordinate return trips with Lynx
Event Summary	<ul style="list-style-type: none"> - Create SWOT assessment of 2020 event - Provide Event Summary Report within one (1) month of 2020 BIKE! Charlotte completion 	May 5	June 1	

Project Staffing:

Team Member	Role/Responsibility	Firm Name	MWSBE Status
DC Lucchesi	Project Co-Manager	well-run media	S
Melissa Brokaw	Project Co-Manager	well-run media	S
Tim Rhodes	Event Logistics	Run Charlotte	
Jennifer Bishop	Event Planning	J. Leigh Events	W
Jason Dumas	video	FLICK Studios	S
Troy Hull	photography	T. Cooper Hull Photo	M
Scott Wooten	logo and apparel design	704 Shop	S
Amplify Charlotte	community engagement	Amplify Charlotte	MW

COPY



January 10, 2020

Request for Proposals

Attention: Monica Henson, Department of Transportation — Procurement
"BIKE! Charlotte" EVENT PLANNING & MANAGEMENT SERVICES
RFP# CDOT-FY20-RFP03

Ms. Henson —

Enclosed please find our proposal for the 2020 BIKE! Charlotte Event Planning & Management project. (RFP# CDOT-FY20-RFP03) We appreciate the very tight turnaround timeframe to review these proposals and then award the contract. As well, we have thoroughly read the above-mentioned RFP and have thoughtfully prepared the attached.

It would be our intention, should we be awarded the opportunity and the contract, to begin work as set forth in the program plan and work plan provided in Section 6, Form 8. We believe our professional and personal involvement with the Charlotte cycling community, our knowledge of City programs and departments, and our experience with diverse community-wide events give us a head start in accomplishing a successful, inclusive, and memorable BIKE! Charlotte.

Enthusiastically submitted,

A handwritten signature in black ink, appearing to read "DC Lucchesi". The signature is stylized and fluid, with a long horizontal flourish at the end.

DC Lucchesi
Owner, Founder; well-run media + marketing, llc
222 Chiswick Road, CLT 28211
dc@well-runmedia.com — 704-577-8459



Program Solutions: BIKE! Charlotte Event Planning & Program Solutions

RFP# CDOT-FY20-RFP03

Community Coordination: Solicit and schedule community-run and organized events to be added to the BIKE! Charlotte Program

BIKE! Charlotte has a history of promoting a diverse and accessible collection of events. From organized rides, bike tours, to in-shop happenings, and “how-to” clinics, the event series has always aimed to provide something for each and every type of cyclist— and those curious about including two-wheeled transportation into their lifestyle.

Our goal would be to build on that history to not only seek out more cycling and bike-related events, but to also increase participation by groups traditionally underrepresented or under-defined in the Charlotte cycling space. Tactics we plan to employ include a community outreach coordinator with a particular focus on soliciting input from underserved areas. The questions? Who are the cycling advocates in their community, and how can BIKE! Charlotte provide them a platform to encourage participation? Where plausible, and should time allow, we would like to explore the option of having a portion of the BIKE! Charlotte content produced and promoted in Spanish.

We believe our existing relationships with local bike shops, clubs, community groups, government, and nonprofits will provide an excellent foundation for event solicitation, cross-promotional opportunities, and fresh, inclusive ideas. Our experience with existing events (See: Section 6, Forms 6 and 7; “Company Background and Experience,” and “References.”) gives well-run media + marketing the practical experience and community connections to successfully complete this project. We believe this foundation is of particular necessity, given the very tight window between contract award and the event.

Design and Implement City Events: Two City-sponsored events for BIKE! Charlotte

Event 1) Mayor's Ride to Breakfast

We see new opportunity in what has become the traditional opening ceremony for BIKE! Charlotte. Particularly, we imagine creating a larger "guest list" by expanding the definition of who is — or considers themselves — a cyclist in Charlotte. We feel this effort can kick off an Equitable, Educational, and Encouraging event, as the Charlotte BIKES Plan suggests.

We propose to not just fulfill the requirements of a successful kickoff event — a safe, comfortable route, good food and drink, and engaging programming — but to offer a fresh perspective in providing a more inclusive and sustainable event. If awarded the contract, we'll begin work immediately to assess your goals for such an event, and to secure the necessary permits, permissions, and reservations.

Our experienced event planner has successfully produced and programmed many large-scale outdoor gatherings. We're certain her creative perspective and broad range of experiences will provide an event that exceeds expectations for both the City and the event participants. Additionally, well-run media + marketing has unparalleled experience in mobilizing communities around such events. We feel this experience and our familiarity with the necessary City departments will ensure a successful outcome.

Event 2) Cross Charlotte Trail Bike Ride

For the first time, BIKE! Charlotte provides a unique opportunity to experience the Cross Charlotte Trail! As cyclists ourselves, we're excited about this ongoing project and the opportunity to educate the community about its progress and its potential.

In reading the RFP, it would seem that there is at the very least a vision for this particular ride. We have the highest confidence that our event and logistics partner can turn that vision into a tangible plan. Given our combined experience in planning, coordinating, producing, and promoting on-the-ground events from 5K's to triathlons to marathons, etc., we're certain the "x's and o's" of this event are secure.

We feel your participation goals can be met through the marketing momentum we aim to achieve through this year's BIKE! Charlotte, and in coordinating with our partners, CATS, Mecklenburg County Park and Recreation, etc.

Coordinate and implement all Marketing activities for BIKE! Charlotte, less the City Provided functions

As outlined in our Work Plan (See: Section 6, Form 8; "Additional Company Questions."), we will want to immediately begin work on the design elements, tagline, and theme, as these will be foundational pieces for marketing BIKE! Charlotte. A speedy approval process will ensure dependent elements, such as the website, printed materials, social media, tees, etc., are completed on schedule. Should well-run media be awarded the contract, it would be our intention to meet immediately to discuss your team's vision and/or ideas for branding so we can begin the development/review/approval process.

Our parallel goal would be the event website and related content online within a month of logo, theme, and tagline approval. All external marketing and media relations/PR efforts will point consumers and ride organizers toward this portal as the source. Since most users will likely access the BIKE! Charlotte website on a mobile platform, we'll want to make sure the user experience is engineered to maximize this platform, too.

We will want to develop and activate on a comprehensive marketing plan that employs a robust mix of strategies, including organic and targeted, paid social media promotion, e-billboards, branded merchandise distribution to key stakeholders, influencers, and event participants. Part of our marketing strategy will be to leverage our partnerships with like-minded events (Open Streets 704, Learn to Ride, etc.) businesses, and advocacy groups, by providing them with sharable, relevant content for their audiences — and cross-promotional opportunities. Seeing success in a PR and media relations campaign will hinge on developing a collection of unique storylines. While there are no guarantees in the PR department, we have high confidence in our capacity to generate content that can entice media coverage.

As part of our own video and photographic documentation of the 2020 BIKE! Charlotte, we'll work to showcase the events in pictures. Along with that reporting, we'll have an eye on collecting material for promoting future events. We believe our solution will fulfill your request for a successful marketing campaign and create a foundation for promotion of 2021.

Reporting Requirements

In order to provide a thorough report, it would be our intention to have a meeting with your team and other key stakeholders within one (1) week of the BIKE! Charlotte final event. We would also recommend soliciting input via survey from both community level participants and event/ride hosts. With this

information, we can provide a more global picture of the events impact, successes, and areas for growth and opportunity in 2021. Per the RFP, well-run media will provide a summary of this data within one (1) month of the event's conclusion.

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REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # CDOT-FY20-RFP03

“Bike! Charlotte” EVENT PLANNING & MANAGEMENT SERVICES

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City’s Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

1

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

12/27/2019

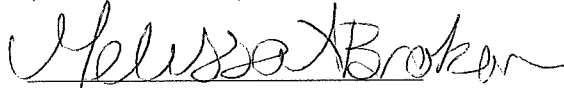
I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Melissa Brokaw

1/9/2020

(Please Print Name)

Date



Authorized Signature

Creative Director

Title

well-run media + marketing, llc

Company Name

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Required Forms

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # CDOT-FY20-RFP03

“Bike! Charlotte” EVENT PLANNING & MANAGEMENT SERVICES

This Proposal is submitted by:

Company Name: well-run media + marketing, llc

Representative (printed): Melissa Brokaw

Address: 222 Chiswick Rd

City/State/Zip: Charlotte, NC 28211

Email address: melissa@well-runmedia.com dc@well-runmedia.com

Telephone: 704-577-8459
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or

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suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- 6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
- 7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
- 8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
- 9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 7. As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: _____

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): Melissa Brokaw

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REQUIRED FORM 4 – PRICING WORKSHEET

RFP # CDOT-FY20-RFP03

“Bike! Charlotte” EVENT PLANNING & MANAGEMENT SERVICES

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

For purposes of this RFP, assume an initial term of one (1) year.

Item Number	Pay Item Description	Unit of Measure (UOM)	Price Per Unit of Measure
1	Community Coordination	EA	\$ 7,500
2	Design and Implement City Events	EA	\$ 17,500
3	Coordinate and Implement Marketing Activates	EA	\$ 25,000

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REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # CDOT-FY20-RFP03

“Bike! Charlotte” EVENT PLANNING & MANAGEMENT SERVICES

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City-certified Small Business Enterprise (SBE), and/or City-registered Minority-owned Business Enterprise (MBE) and Woman-owned Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	well-run media + marketing, llc
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Please indicate if **your company** is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

We directly contacted MWSBE’s from our known and vetted list of subcontractors.

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

As additional opportunities arise, It would be our intention to include MWSBE vendors for additional subcontracting opportunities. As a start, we will explore entertainment and catering subcontractors available through our event planning contractor.

[Form continues on next page]

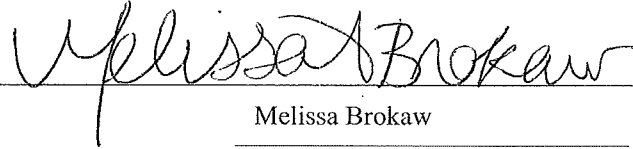
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List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate "M," "S," and/or "W"	City Vendor #
704 Shop	logo and/or apparel design	S	307208
Flick Studios	video	S	28354
T. Cooper Hull Photography	event photography	M & S	305465
J Leigh Events	event planning and execution	S & W	
Amplify Charlotte	community engagement	S & W	307136

Total MBE Utilization	5 %
Total WBE Utilization	5 %
Total SBE Utilization	15 %
Total MWSBE Utilization	25 %

Representative (signed):



1/9/2020

Melissa Brokaw

Date

Representative Name

\$50,000

Estimated Total Contract Value

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REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # CDOT-FY20-RFP03

“Bike! Charlotte” EVENT PLANNING & MANAGEMENT SERVICES

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	well-run media + marketing, LLC
Company Location (indicate corporate headquarters and location that will be providing the Services).	222 Chiswick Rd Charlotte, NC 28211
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	see attached
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	see attached
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	see attached
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	see attached
Provide an overview and history of your company.	see attached
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	see attached
Identify the percentage of revenue used for research and/or development by the proposing company or division.	see attached
Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.	see attached
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	see attached
Describe the ownership structure of your company, including any significant or controlling equity holders.	see attached

Section 6 Required Forms

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.	see attached
Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.	see attached
If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.	see attached
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	see attached
Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.	see attached
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	see attached

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Required Form 6 — Company's Background Response (page 26)

RFP# CDOT-FY20-RFP03

Question	Response
Company's Legal Name	well-run media + marketing, LLC
Company Location (indicate corporate headquarters and location that will be providing the Services).	222 Chiswick Rd Charlotte, NC 28211
How long has your company been in business? How long has your company provided the services described in Section 3?	Since 2012, well-run media + marketing has provided a la carte media, marketing, and advertising services for business, nonprofits, and special projects.
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	Over the years, and currently, well-run media + marketing has worked with the City of Charlotte and Mecklenburg County Park and Recreation and the Open Streets 704 program. We have worked with Mecklenburg County Public Health on community-wide health initiatives, including the county-wide rollout of the Tobacco-Free Parks and Smoke-Free Government Grounds policies. We have also worked with Mecklenburg County in promoting participation in its Livable Meck community surveys, as well as a year-long content marketing effort promoting Mecklenburg County Park and Recreation programs and services.
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	Any and all projects, programs, or services conducted with government entities ran the entirety of their contract.

List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.

We have been involved in no litigation over our 7+ year company history.

Provide an overview and history of your company.

Founded in 2012, well-run media + marketing, LLC is a boutique firm based in Charlotte, NC. We provide full-service and a la carte media, marketing, advertising, and promotional services for business, special projects, government, and nonprofits. Our experience in media, marketing, news, and PR includes award-winning production, copywriting, and programming across multiple disciplines. The eclectic client list at well-run media ranges from the retailer next door, to national and international brands, to government and community projects promoting an array of initiatives, services, and events.

If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.

Not applicable

Identify the percentage of revenue used for research and/or development by the proposing company or division.

Our company is constantly researching and implementing industry best practices, and incorporating new technologies to drive results. We do not have a set budget for R and D, but estimate that 2% - 5% is spent in this space.

Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been in effect.

Not necessarily applicable, but any subcontractors we're suggesting for this project have been personally vetted via use in other programs.

Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.

DC Lucchesi is owner and president of well-run media + marketing. Melissa Brokaw is Creative Director. well-run media + marketing, llc is an independent small business operating in Charlotte, NC

Describe the ownership structure of your company, including any significant or controlling equity holders.

well-run media + marketing, llc is listed with the NC Secretary of State as a sole proprietorship.

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.

Business and creative decisions at well-run media + marketing, llc are made in partnership with the Owner/President (DC Lucchesi) and Creative Director (Melissa Brokaw).

Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.

DC Lucchesi is an award-winning writer and producer and 20+ year veteran of the media, marketing, and PR profession in Charlotte, NC.

Melissa Brokaw has 20+ years expertise in digital and graphic design, web development, content creation, results tracking, and project management.

Diana Rugg brings 25+ years of television news, copy writing, and public relations experience to the well-run media + marketing team.

If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.

While uncertain of the exact percentage of the Services, we intend to subcontract with a proven event logistics provider for the second Signature Event suggested in the RFP.

Explain how your organization ensures that personnel performing the Services are qualified and proficient.

As it is impossible for any business to excel at every possible client request, it has always been our business model to be our clients' single point of contact with access to our stable of vetted subcontractors. Any and all subcontractors sourced for this or any other project operate exclusively in that professional space and have successfully worked on past projects with well-run media + marketing or a trusted partner.

We are constantly expanding our network of potential subcontractors through an interview and recommendation process. Without exception, we provide all subcontractors with clear objectives and expectations on deliverables in advance of the work.

Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.

Due to the customized nature of the services that we perform and our diverse client base, well-run media + marketing has built a unique network of providers to ensure our clients' requests are always met— but without the overhead of underutilized staff. Our lean and nimble team can expand quickly with familiar and vetted subcontractors to ensure bright ideas are brilliantly executed— on time and on budget.

If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.

Not applicable.

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REQUIRED FORM 7 – REFERENCES

RFP # CDOT-FY20-RFP03

“Bike! Charlotte” EVENT PLANNING & MANAGEMENT SERVICES

Companies shall complete the form below. The City’s preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

REFERENCE 1:

Name of Client: Open Streets 704 **Main Phone:** 704-432-4638
Address: 5841 Brookshire Blvd, Charlotte NC 28216
Primary Contact: Scott Curry **Title:** Board Member
Contact Phone: (704) 432-4638 **Contact E-mail:** scurry@charlottenc.gov
Service Dates: January 2016 - Current
Summary & Scope of Project: see attached

Contract Value: \$ 20,000 annually **Number of Client Employees:** N/A - volunteer program

**Section 6
Required Forms**

REFERENCE 2:

Name of Client: Novant Health Charlotte Marathon **Main Phone:** 704-358-0717
Address: 901 South Kings Drive, Charlotte NC 282
Primary Contact: Tim Rhodes **Title:** Race Director
Contact Phone: 704-975-2652 **Contact Email:** tim@runcharlotte.com
Service Dates: February 2019 - present
Summary & Scope of Project: see attached

Contract Value: \$ \$1750/month **Number of Client Employees:** 10

REFERENCE 3:

Name of Client: Around the Crown 10k **Main Phone:** 410-251-3033
Address: 1529 Tyvola Rd, Charlotte NC 28210
Primary Contact: Brian Mister **Title:** Event Director
Contact Phone: 410-251-3033 **Contact E-mail:** brian@aroundthecrown10k.com
Service Dates: January 2019 - September 2019
Summary & Scope of Project: see attached

Contract Value: \$ 10,000 (trade) **Number of Client Employees:** 3

**Section 6
Required Forms**

REFERENCE 4:

Name of Client: Liveable Meck Main Phone: 980-219-3885
Address: 600 E. 4th Street, CLT 28202
Primary Contact: Rebecca Herbert Title: Community Engagement & Strategy Manager
Contact Phone: 980-219-3885 Contact E-mail: rebecca.herbert@mecklenburgcountync.gov
Service Dates: February 2019 - May 2019
Summary & Scope of Project: see attached

Contract Value: \$ 4,000 Number of Client Employees: 6

REFERENCE 5:

Name of Client: Learn to Ride Main Phone: 704-236-8257
Address: 1026 Jay Street, Charlotte NC 28208
Primary Contact: Dick Winters Title: co-founder
Contact Phone: 704-236-8257 Contact E-mail: rhwinters@att.net
Service Dates: March 2014 - present
Summary & Scope of Project: see attached

Contract Value: \$ priceless Number of Client Employees: 5 year round volunteers

Section 6:

Required Form 7 — References (page 28)

RFP# CDOT-FY20-RFP03

REFERENCE 1:

Name of Client: Open Streets 704 Main Phone: 704-432-4638

Address: 5841 Brookshire Blvd., CLT NC 28216

Primary Contact: Scott Curry Title: Board Member

Contact Phone: 704-432-4638 Contact email: J

Service Dates: January 2016 — Current

Summary & Scope of Project: Before the very first Open Streets 704 event, well-run media was trusted with the design and construction of the program's website, logos, and brand identity. Incorporating feedback from the larger working group and other partners, our firm was able to deliver the product on time with all of the requested and required functionality. Along with the website, graphic design, and other marketing materials, well-run media was charged with the creation and implementation of a robust marketing plan to inform businesses and residents along the route, and entice residents to participate in the first-ever event. Since that spring 2016 event, well-run media has helped grow participants and sponsor interest, and attendance, via year-long social media and content marketing, media relations and PR tactics, and strategic partnerships.

Contract Value: \$20,000/annually Number of Client Employees: Not applicable, as Open Streets 704 is a volunteer nonprofit program

REFERENCE 2:

Name of Client: Novant Health Charlotte Marathon Main Phone: 704-358-0717

Address: 901 S. Kings Drive, CLT NC 28204

Primary Contact: Tim Rhodes Title: Race Director

Contact Phone: 704-975-2652 Contact email: tim@runcharlotte.com

Service Dates: February 2019 — Present

Summary & Scope of Project: Including the event expo, full marathon, half marathon, relay, 5K, and a fun run, The Novant Health Charlotte Marathon is one of the largest single weekends of health and wellness activity in Charlotte. Event organizers contracted with well-run media to create activation opportunities with their most valuable sponsors, sharpen their target marketing tactics, increase their PR and media presence, and consult with new and existing members of their in-house marketing team. As their marketing and consult partner, well-run media helped push registration to sellout levels; enhance partner, sponsor, and community engagement via the creation of an

all-new podcast; and arranged media coverage that garnered millions of impressions leading up to the event.

Contract Value: \$1750/month Number of Client Employees: 10

REFERENCE 3:

Name of Client: Around the Crown 10K Main Phone: 410-251-3033

Address: 1529 Tyvola Rd, Charlotte NC 28210

Primary Contact: Brian Mister, Event Director

Contact Phone: 410-251-3033 Contact email: brian@aroundthecrown10k.com

Service Dates: January 2019 - September 2019

Summary & Scope of Services: Organizers of the Around the Crown 10K event contracted with well-run media to consult on their first-ever event. Around the Crown was able to benefit from our experience in planning, marketing, and engaging community around large-scale, activity-based events. Nearly 5,000 runners of all abilities participated in this first-of-its-kind and one-of-a-kind event that closed a portion of I-277 to use as part of the event route. Around the Crown 10K also incorporated a number of sustainable features, including shirts made from recycled materials, and reusable cups.

Contract Value: \$10,000 (trade) Number of Client Employees: 3

REFERENCE 4:

Name of Client: Livable Meck Main Phone: 980-219-3885

Address: 600 E. 4th Street, CLT 28202

Primary Contact: Rebecca Herbert, Community Engagement & Strategy Manager

Contact Phone: 980-219-3885 Contact email: rebecca.herbert@mecklenburgcountync.gov

Service Dates: February 2019 — May 2019

Summary & Scope of Services: The Livable Meck program chose well-run media to help increase participation of under-represented demographic groups in its Voice of Community surveys. To do so, well-run media created a series of culturally relevant social media ads, and coordinated with a partner video agency to produce bi-lingual videos promoting participation in the surveys. We also lobbied for the production of Spanish-language version of the surveys — which were completed and posted on the survey website in time for launch. The participation campaign was also buoyed by a successful bi-lingual media relations effort.

Contract Value: \$4,000 Number of Client Employees: 6

REFERENCE 5:

Name of Client: Learn to Ride Main Phone: 704-968-7705

Address: 1026 Jay Street, CLT 28208

Primary Contact: Dick Winters, Co-Founder

Contact Phone: 704-236-8257 Contact email: rhwinters@att.net

Service Dates: March 2014 — Present

Summary & Scope of Services: The challenge: how to grow its cycling community and culture in an organic way. The response: to get more people riding bikes. (And start with the kids.) That's the very condensed backstory of the award-winning Learn to Ride program. Since 2014, the Learn to Ride program has taught thousands of kids (and grown-ups!) to ride a two-wheeler using the "balance bike" method. The program now hosts 5 - 6 events throughout Charlotte annually, and has inspired and consulted in the creation of similar programs in other NC cities. As a program co-founder, well-run media is responsible for securing event space, coordinating event dates with Mecklenburg County Park and Recreation, organizing and recruiting volunteers, and all media, marketing, and public relations efforts. And yes, we wrench pedals, and teach folks how to ride, too! Learn to Ride is also one of the most well-attended events on the BIKE! Charlotte calendar.

Contract Value: Priceless

Number of Client Employees: 5 year-round

volunteers

REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS

RFP # CDOT-FY20-RFP03

“Bike! Charlotte” EVENT PLANNING & MANAGEMENT SERVICES

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

General Questions:

1. What steps will your organization take to ensure that the transition of Services runs smoothly?
2. Prepare and submit a Project Plan to describe all times, tasks and resources associated with the performance of Services.
3. Describe the communications scheme that your organization will use to keep the City informed about the Services.
4. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?

Firm’s Qualifications:

1. List only projects involving the key team members or subcontractors proposed for this Project. For each project listed, identify the key team member or sub-contractor’s role.
2. List projects in date order with newest projects listed first and include the following:
 - Brief project description
 - Owner’s representative including contact name, phone, email, address
 - Contract dollar amount and total time period involved
 - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner
3. List a maximum of 5 relevant projects

Work Plan:

To establish that the companies understands the City’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements please provide the following:

1. Outline the project plans, structure and services to be provided and how and when these services shall be provided.
2. Describe any support needed from City staff in order to execute the Services.
3. Include a total estimate of hours for the entire project.
4. Include an hourly rate for staff.

Project Staffing:

1. Provide an organization chart of all key team members and their titles, including any subcontractors, to be assigned specifically to this Project. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the firm. If subcontractors are utilized, indicate if the subcontractor is a certified Small Business Enterprise firm.
2. Firms may provide a one page resume for each proposed key team member.

Required Form 8 — Additional Company Questions
RFP # CDOT-FY20-RFP03

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

General Questions:

1. What steps will your organization take to ensure that the transition of Services runs smoothly?

We plan to begin our work with a debrief meeting with the former contractor. Neal Boyd is a long-time friend and associate and has offered to share his intel on the program.

2. Prepare and submit a Project Plan to describe all times, tasks and resources associated with the performance of Services.

PROJECT	START DATE	TARGET/END DATE
Logo, tagline, digital artwork & branding	Feb 7	March 1
Website framework	Feb 7	March 1
Solicit Community Events	Feb 10	April 1
Print promo materials	March 1	March 15
Plan Mayor's Bike to Breakfast	March 1	April 17
Marketing Plan (incl: social media, paid media, etc.)	March 1	May 3
Plan Cross Charlotte Trail Ride	March 1	May 3
PR/media relations and communications	March 23	May 4
Event Summary	May 5	June 1

3. Describe the communications scheme that your organization will use to keep the City informed about the Services.

Once approved, we will share our work plan to a Google drive for easy access. Given the very short run-up to the event(s), we will also recommend a weekly meeting/conference call with the City's BIKE! Charlotte representatives.

4. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?

We believe the greatest risk(s) to a program such as this can be the potential for multiple layers of approval and/or a lack of accessibility to the decision maker(s). This poses a particular concern, given the very compact window between the contract award and the event date. However, we take Will for his word that this project will be the department's highest priority.

Firm's Qualifications:

1. List only projects involving the key team members or subcontractors proposed for this Project. For each project listed, identify the key team member or subcontractor's role.

2. List projects in date order with newest projects listed first and include the following:

- Brief project description
- Owner's representative including contact name, phone, email, address
- Contract dollar amount and total time period involved
- Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner.

3. List a maximum of 5 relevant projects

Project 1:

Name of Client: Open Streets 704 Main Phone: 704-432-4638

Address: 5841 Brookshire Blvd., CLT NC 28216

Primary Contact: Scott Curry Title: Board Member

Contact Phone: 765-714-5950 Contact email: spcurry@charlottenc.gov

Service Dates: January 2016 — Current

Summary & Scope of Project: Before the very first Open Streets 704 event, well-run media was trusted with the design and construction of the program's website, logos, and brand identity. Incorporating feedback from the larger working group and other partners, our firm was able to deliver the product on time with all of the requested and required functionality. Along with the website, graphic design, and other marketing materials, well-run media was charged with the creation and implementation of a robust marketing plan to inform businesses and residents along the route, and entice residents to participate in the first-ever event. Since that spring 2016 event, well-run media has helped grow participants and sponsor interest, and attendance, via year-long social media and content marketing, media relations and PR tactics, and strategic partnerships.

Contract Value: \$20,000/annually Number of Client Employees: Not applicable, as Open Streets 704 is a volunteer nonprofit program

Project 2:

Name of Client: Novant Health Charlotte Marathon Main Phone: 704-358-0717

Address: 901 S. Kings Drive, CLT NC 28204

Primary Contact: Tim Rhodes Title: Race Director

Contact Phone: 704-975-2652 Contact email: tim@runcharlotte.com

Service Dates: February 2019 — Present

Summary & Scope of Project: Including the event expo, full marathon, half marathon, relay, 5K, and a fun run, The Novant Health Charlotte Marathon is one of the largest single weekends of health and wellness activity in Charlotte. Event organizers contracted with well-run media to create activation opportunities with their most valuable sponsors, sharpen their target marketing tactics, increase their PR and media presence, and consult with new and existing members of their in-house marketing team. As their marketing and consult partner, well-run media helped push registration to sellout levels; enhance partner, sponsor, and community engagement via the creation of an all-new podcast; and arranged media coverage that garnered millions of impressions leading up to the event.

Contract Value: \$1750/month Number of Client Employees: 10

Project 3:

Name of Client: Around the Crown 10K Main Phone: 410-251-3033

Address: Interstate 277

Primary Contact: Brian Mister, Event Director

Contact Phone: 410-251-3033 Contact email: brian@aroundthecrown10k.com

Service Dates: January 2019 - September 2019

Summary & Scope of Services: Organizers of the Around the Crown 10K event contracted with well-run media to consult on their first-ever event. Around the Crown was able to benefit from our experience in planning, marketing, and engaging community around large-scale, activity-based events. Nearly 5,000 runners of all abilities participated in this first-of-its-kind and one-of-a-kind event that closed a portion of I-277 to use as part of the event route. Around the Crown 10K also incorporated a number of sustainable features, including shirts made from recycled materials, and reusable cups.

Contract Value: \$10,000 (trade) Number of Client Employees: 3

Project 4:

Name of Client: Livable Meck Main Phone: 980-219-3885

Address: 600 E. 4th Street, CLT 28202

Primary Contact: Rebecca Herbert, Community Engagement & Strategy Manager

Contact Phone: 980-219-3885 Contact email:

rebecca.herbert@mecklenburgcountync.gov

Service Dates: February 2019 — May 2019

Summary & Scope of Services: The Livable Meck program chose well-run media to help increase participation of under-represented demographic groups in its Voice of Community surveys. To do so, well-run media created a series of culturally relevant social media ads, and coordinated with a partner video agency to produce bi-lingual videos promoting participation in the surveys. We also lobbied for the production of Spanish-language version of the surveys — which were completed and posted on the survey website in time for launch. The participation campaign was also buoyed by a successful bi-lingual media relations effort.

Contract Value: \$4,000

Number of Client Employees: 6

Project 5:

Name of Client: Learn to Ride Main Phone: 704-968-7705

Address: 1026 Jay Street, CLT 28208

Primary Contact: Dick Winters, Co-Founder

Contact Phone: 704-236-8257 Contact email: rhwinters@att.net

Service Dates: March 2014 — Present

Summary & Scope of Services: The challenge: how to grow its cycling community and culture in an organic way. The response: to get more people riding bikes. (And start with the kids.) That's the very condensed backstory of the award-winning Learn to Ride program. Since 2014, the Learn to Ride program has taught thousands of kids (and grown-ups!) to ride a two-wheeler using the "balance bike" method. The program now hosts 5 - 6 events throughout Charlotte annually, and has inspired and consulted in the creation of similar programs in other NC cities. As a program co-founder, well-run media is responsible for securing event space, coordinating event dates with Mecklenburg County Park and Recreation, organizing and recruiting volunteers, and all media, marketing, and public relations efforts. And yes, we wrench pedals, and teach folks how to ride, too! Learn to Ride is also one of the most well-attended events on the BIKE! Charlotte calendar.

Contract Value: Priceless

Number of Client Employees: 5 year-round

volunteers

Work Plan:

To establish that the companies understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements please provide the following:

1. Outline the project plans, structure and services to be provided and how and when these services shall be provided.
2. Describe any support needed from City staff in order to execute the Services.
3. ~~Include a total estimate of hours for the entire project.~~
4. ~~Include an hourly rate for staff.~~

PROJECT DESCRIPTION	REQUIREMENTS	START DATE	TARGET/ END DATE	CITY SUPPORT NEEDED
Logo, tagline, digital artwork & branding	<ul style="list-style-type: none"> - initial meeting to discuss thematic ideas, vision, etc. - Submit vision/concepts to subcontractor - original concepts delivered within two (2) weeks - Requesting 48 hr approval 	Feb 7	March 1	<ul style="list-style-type: none"> - team meeting - design approval
Website framework	<ul style="list-style-type: none"> - initial meeting to discuss desired functionality - site plan delivered within one (1) week - Three (3) week max delivery date - Requesting 48 hr approval 	Feb 7	March 1	<ul style="list-style-type: none"> - team meeting - design approval
Solicit Community Events	<ul style="list-style-type: none"> - Meet with former vendor within one (1) week of contract award - Initial meeting to discuss any event(s) desired by City team - Create email template for event host application - Create email database of event hosts 	Feb 10	April 1	<ul style="list-style-type: none"> - team meeting
Print promo materials	<ul style="list-style-type: none"> - initial meeting to discuss use and application of printed materials - provide design concepts within two (2) weeks - Request 48 hour approval - Confirm recycled content with supplier - Coordinate with City team re: distribution list for printed product 	March 1	March 15	<ul style="list-style-type: none"> - team meeting - design approval - provide distribution list



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Limited Liability Company

Legal Name

WELL-RUN MEDIA & MARKETING, LLC

Information

SosId: 1307034
Status: Current-Active
Date Formed: 3/14/2013
Citizenship: Domestic
Annual Report Due Date: April 15th
Annual Report Status: Current
Registered Agent: [Lucchesi, D. C.](#)

Addresses

Mailing

222 Chiswick Road
Charlotte, NC 28211-2306

Principal Office

222 Chiswick Road
Charlotte, NC 28211-2306

Reg Office

222 Chiswick Road
Charlotte, NC 28211-2306

Reg Mailing

222 Chiswick Road
Charlotte, NC 28211-2306

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

General Manager

[D. C. Lucchesi](#)
222 Chiswick Road
Charlotte NC 28211

Business Registration

[Basics of Launching a NC Business](#)

[Forms/Fees](#)

[Frequently Asked Questions](#)

[Alerts!](#)

[Register a Foreign Business in NC](#)

[Statutes, Rules, and Legislation](#)

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Keith Sorensen
Department of Transportation, City of Charlotte
600 E. Fourth Street
Charlotte, NC 28202

Mr. Sorensen:

Please consider this as confirmation of my sole ownership and role as General Manager of well-run media + marketing, as listed with the North Carolina Office of the Secretary of State. (Sosl #1307034)

Gratefully,

A handwritten signature in black ink, appearing to read "DC Lucchesi". The signature is fluid and cursive, with a trailing ellipsis at the end.

DC Lucchesi
well-run media + marketing
dc@well-runmedia.com
704-577-8459

From: [Blue, Tamara](#)
To: [Quinn, Johanna](#); [Babson, Liz](#)
Cc: [Landis, Ashley](#); [Peterson, Jayne](#)
Subject: Conflict of interest statement from CC&M re: Well-Run Media & Marketing and Bike Charlotte
Date: Thursday, April 22, 2021 10:01:49 AM
Attachments: [image003.png](#)

Good morning,

Below is a statement I just received from CC&M by way of Sierra about the recent concern about a conflict of interest using Well-Run Media & Marketing for the Bike Charlotte contract. I took the liberty of copying Jayne so she'll have time to digest the message.

Per our discussion regarding potential conflict of interest concerns relative to the current Bike! Charlotte 2020 contract vendor, Well-Run Media & Marketing LLC. It is my understanding that a current CDOT employee, who has direct involvement with the Bike! Charlotte 2020 program, is currently married (about 1 year) to a principal member of the vendor's management team.

After reviewing the City's current [Conflict of Interest Policy](#), Amelia and I have determined that this situation should be brought to the attention of CDOT Leadership for review and resolution. Specifically, I suggest reaching out to Liz Babson and Jayne Peterson for further direction.

Tamara Blue

Public Relations Manager

Charlotte Department of Transportation

600 East 4th Street | 6th Floor | Charlotte, NC 28202

(704) 336-3894 | Tamara.Blue@charlottenc.gov | charlottenc.gov

Facebook: @CLTtransportation | Twitter: @CharlotteDOT



From: [Babson, Liz](#)
To: [Alexander, Lynn](#)
Subject: FW: Bike Charlotte 2021
Date: Wednesday, July 7, 2021 11:17:29 AM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)

From: Babson, Liz
Sent: Tuesday, April 6, 2021 4:23 PM
To: Quinn, Johanna <Johanna.Quinn@charlottenc.gov>; Smith, Debbie <Debbie.Smith@charlottenc.gov>; McKinney, Edward <Edward.McKinney@charlottenc.gov>
Subject: RE: Bike Charlotte 2021

Let's discuss further in our meeting on Thursday. I was notified of their concerns with the idea of recurring podcast last week in a monthly update meeting Tamara and I are now having with CC&M. I don't believe there is a negotiation so I don't think it's necessary for Will to advocate to me or CC&M. I can offer some perspective on where they were coming from, but I suspect they shared that same information with him when they told him.

Liz

From: Quinn, Johanna <Johanna.Quinn@charlottenc.gov>
Sent: Tuesday, April 6, 2021 2:55 PM
To: Babson, Liz <Liz.Babson@charlottenc.gov>; Smith, Debbie <Debbie.Smith@charlottenc.gov>; McKinney, Edward <Edward.McKinney@charlottenc.gov>
Subject: FW: Bike Charlotte 2021
Importance: High

Wanted you all to know this is out there. I'll put it on my list for Thursday unless you'd prefer to discuss sooner.

Johanna Quinn, PE
Planning and Design Division Manager
Charlotte Department of Transportation
600 East 4th Street | 6th Floor | Charlotte, NC 28202
[\(704\) 336-5606](tel:7043365606) | johanna.quinn@charlottenc.gov | charlottenc.gov

From: Washam, William <William.Washam@charlottenc.gov>
Sent: Tuesday, April 6, 2021 2:45 PM
To: Quinn, Johanna <Johanna.Quinn@charlottenc.gov>
Cc: Landis, Ashley <Ashley.Landis@charlottenc.gov>; Bryant, Keith <Keith.Bryant@charlottenc.gov>
Subject: Bike Charlotte 2021
Importance: High

Good afternoon Johanna,

I just had a conversation with Sierra regarding CC&M feedback on the 2021 Bike Charlotte Program. As you know, we're moving forward with a digital asset focused program this year to spread engagement over the entire year (and to make up for the lack of in person events this Spring during the traditional program timing). The attached scope outlines the various components of the program this year.

One of the key pieces of the program this year is the start of a Bike CLT Podcast called "Spoke and Words". I will be the host of the podcast and the episodes would be more on the "short form" side of podcasts (~20min episodes). Each episode will have one guest and we will cover topics that highlight unique groups in our cycling community, bike law, bike maintenance, programming available in our community, bike fitness, greenways, bike infrastructure, etc.

Sierra let me know today that CC&M has recommended to Liz that *the podcast piece of the program be removed*. I would like an opportunity to speak with CC&M (and Liz if necessary if she would like to hear more about it) to defend it's inclusion in the program. I was thrilled when Well Run Media pitched the idea and I know the podcast would reach far more people than our focus on virtual rides/routes did last year (although all of that content still exists). I'm in the midst of a 12 year (and counting) career outside of my government work as a bicycle race announcer/emcee. I've worked my way up to being the most prominent announcer for mountain biking in the United States and am uniquely situated as a city asset to host the podcast and connect with the public through this medium. I don't know if I've shared that piece of my bike life with many folks in the City, but I feel it provides credibility to my ability to host a podcast. I serve as the announcer for the US National Championships, Red Bull events, and the World Cup series when it travels to the United States.

Will you pass this information along to Liz? I know she was contacted on this topic by CC&M and I am interested to hear her feedback. Since I've been here this is the first time CC&M has made any directive regarding the Bike Charlotte Program.

Thanks,

Will Washam

Bicycle Program Coordinator

Charlotte Department of Transportation

600 East 4th Street | 6th Floor | Charlotte, NC 28202

(704) 578-7264 | william.washam@charlottenc.gov | charlottenc.gov

From: [Babson, Liz](#)
To: [Alexander, Lynn](#)
Subject: FW: Bike Charlotte 2021
Date: Wednesday, July 7, 2021 11:17:37 AM
Attachments: [Bike CLT - EXHIBIT B - 2021.pdf](#)
[image001.png](#)
[image003.png](#)
[image004.png](#)
Importance: High

From: Babson, Liz
Sent: Tuesday, April 6, 2021 3:43 PM
To: Bratton, Sierra <Sierra.Bratton@charlottenc.gov>; Ichaso, Ashley <Ashley.Ichaso@charlottenc.gov>
Cc: Blue, Tamara <Tamara.Blue@charlottenc.gov>
Subject: FW: Bike Charlotte 2021
Importance: High

Well, I would conclude from the email below the conversation might have been a little bumpy.

Would you mind offering a couple comments on CC&M position as to why there is concern about the podcasts. I just want to make sure I'm being consistent and mutually supportive of the goal. Then, I can follow up with Will and his supervisor to offer some additional context.

Also, Tamara and I will bring this up as a topic at a future staff meeting to set some new expectations going forward when we are considering external support with communications efforts.

Liz

From: Quinn, Johanna <Johanna.Quinn@charlottenc.gov>
Sent: Tuesday, April 6, 2021 2:55 PM
To: Babson, Liz <Liz.Babson@charlottenc.gov>; Smith, Debbie <Debbie.Smith@charlottenc.gov>; McKinney, Edward <Edward.McKinney@charlottenc.gov>
Subject: FW: Bike Charlotte 2021
Importance: High

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Johanna Quinn, PE
Planning and Design Division Manager
Charlotte Department of Transportation
600 East 4th Street | 6th Floor | Charlotte, NC 28202
(704) 336-5606 | johanna.quinn@charlottenc.gov | charlottenc.gov

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Sent: Tuesday, April 6, 2021 2:45 PM

To: Quinn, Johanna <Johanna.Quinn@charlottenc.gov>

Cc: Landis, Ashley <Ashley.Landis@charlottenc.gov>; Bryant, Keith <Keith.Bryant@charlottenc.gov>

Subject: Bike Charlotte 2021

Importance: High

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Thanks,

Will Washam

Bicycle Program Coordinator

Charlotte Department of Transportation

600 East 4th Street | 6th Floor | Charlotte, NC 28202

(704) 578-7264 | william.washam@charlottenc.gov | charlottenc.gov

From: [Peterson, Jayne](#)
To: [Babson, Liz](#)
Cc: [Smith, Debbie](#); [Ammons, Mark](#)
Subject: FW: Bike Charlotte Contract renewal
Date: Friday, March 12, 2021 9:50:12 AM
Attachments: [image001.png](#)
[2020000790.1 Routing Packet.pdf](#)
[image003.png](#)

Good Morning Liz,

When you have the opportunity, can you please digitally sign the cover sheet, or if you are in the office, there is a hard copy on Lynn's desk. Mark is in the office today so he can scan the signed one to me.

Thank you!
Jayne

From: Peterson, Jayne
Sent: Monday, March 8, 2021 12:58 PM
To: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Subject: RE: Bike Charlotte Contract renewal

Yes I will be in on Wednesday. She can also digitally sign if needed.

From: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Sent: Monday, March 8, 2021 12:57 PM
To: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Subject: Re: Bike Charlotte Contract renewal

Looks good Jayne. Will you be in this week to print? I can always ask Liz to digitally sign the pdf...we've done a few that way.

Debbie Smith, PE

Deputy Director

Charlotte Department of Transportation
600 East 4th Street | Charlotte, NC 28025
[980-721-0450 \(mobile\)](tel:980-721-0450) | Debbie.Smith@charlottenc.gov | charlottenc.gov

From: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Sent: Monday, March 8, 2021 12:53 PM

To: Smith, Debbie <Debbie.Smith@charlottenc.gov>

Subject: Bike Charlotte Contract renewal

Hi Debbie,

Attached is the cover sheet and supporting documents for the renewal of Bike! Charlotte contract # 2020000790.1 for your review and Liz's signature.

Thanks!

Jayne

Jayne Peterson

Budget & Financial Services Manager

Charlotte Department of Transportation

Office: 704-353-1976

Mobile: 704-910-9673

Jayne.Peterson@charlottenc.gov

From: [Babson, Liz](#)
To: [Alexander, Lynn](#)
Subject: FW: Bike Charlotte Contract renewal
Date: Wednesday, July 7, 2021 11:17:48 AM
Attachments: [2020000790.1 Routing Packet_signedlb.pdf](#)
[image001.png](#)
[image003.png](#)

From: Babson, Liz
Sent: Friday, March 12, 2021 11:00 AM
To: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Cc: Smith, Debbie <Debbie.Smith@charlottenc.gov>; Ammons, Mark <Mark.Ammons@charlottenc.gov>
Subject: RE: Bike Charlotte Contract renewal

signed

From: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Sent: Friday, March 12, 2021 9:50 AM
To: Babson, Liz <Liz.Babson@charlottenc.gov>
Cc: Smith, Debbie <Debbie.Smith@charlottenc.gov>; Ammons, Mark <Mark.Ammons@charlottenc.gov>
Subject: FW: Bike Charlotte Contract renewal

Good Morning Liz,

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Thank you!
Jayne

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Subject: RE: Bike Charlotte Contract renewal

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Subject: Re: Bike Charlotte Contract renewal

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Debbie Smith, PE

Deputy Director

Charlotte Department of Transportation
600 East 4th Street | Charlotte, NC 28025
980-721-0450 (mobile) | Debbie.Smith@charlottenc.gov | charlottenc.gov

From: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Sent: Monday, March 8, 2021 12:53 PM
To: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Subject: Bike Charlotte Contract renewal

Hi Debbie,

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Thanks!
Jayne

Jayne Peterson

Budget & Financial Services Manager
Charlotte Department of Transportation
Office: 704-353-1976
Mobile: 704-910-9673
Jayne.Peterson@charlottenc.gov

From: [Smith, Debbie](#)
To: [Babson, Liz](#); [McKinney, Edward](#); [Quinn, Johanna](#); [Littlejohn, Michelle](#)
Subject: Fwd: Summary Notes
Date: Friday, April 30, 2021 5:51:26 PM
Attachments: [image001.png](#)
[image007.png](#)

Paula determined it is not a conflict of interest. She recommended controls be put in place to review Keith's munis transactions.

summary is below if you'd like to read it.

Debbie Smith
Deputy Director
Charlotte Department of Transportation

Begin forwarded message:

From: "Rinnix, Paula" <Paula.Rinnix@charlottenc.gov>
Date: April 30, 2021 at 4:55:07 PM EDT
To: "Smith, Debbie" <Debbie.Smith@charlottenc.gov>
Cc: "Smith, Sandra" <Sandra.Smith@charlottenc.gov>
Subject: RE: Summary Notes

Debbie,

After a careful review of the evidence you have submitted and the documents you have provided to determine whether there is any concern with a conflict of interest with your current employee: Keith Sorensen, Transportation Analyst with CDOT, and the company his spouse Melissa Sorensen is currently named as the Creative Director, below lists the documents, findings and determination of whether there is a potential conflict of interest.

Documents provided as evidence:

- Summary Statement of incident from Deputy Director, Debbie Smith
- Contract and Explanation of Projects and Propose (with signatures) – Provided by Procurement
- Contract Routing Form with signatures
- Letter provided by company owner – DC Lucchesi, Owner of Well-Run Media & Marketing
- Proof of company ownership, as it is filed with the NC Secretary of State – Listing company officials

I have reviewed the documents to determine whether there is any indication of a conflict of interest based on the position Melissa Sorensen holds as Creative Director

with Well-Run Media & Marketing.

There are a couple of factors that are considered when determining whether there is any indication of a conflict of interest, this includes identifying whether the employee played a role in the selection process for the contract and/or whether the employee has any interests in the company. This includes any members of the employee's household that bares any interest in the company or holds a position as an Officer or Director (like Board member).

Subject/Title

Conflict of Interest Policy for City, Secondary and Other Employment Relationships

Code Number HR 13 **Page** 2 **of** 2

employer. The Key Business Executive must request an opinion of the City Attorney if any of the conditions (a) through (c) exist.

8. No employee shall have or acquire a direct or indirect interest in any contract or agreement with the City. An employee will have a direct or in-direct interest in a contract between the City and any firm if the employee or any member of the employee's immediate household: is an officer or director of the firm or owns or controls more than 5% of the ownership of the firm as a shareholder, member, partner, sole proprietor, or in any other manner of exercising beneficial ownership of the firm. A firm includes any legal entity, such as, but not limited to, a corporation, partnership, association, or sole proprietorship.

Conclusion

Based on my thorough review of all the submitted documents above and my conversation with Debbie Smith, Deputy Director in CDOT, I have concluded the following determinations:

- There is no clear evidence of a conflict of interest with the employment of Keith Sorensen in CDOT and the contractual work between Well-Run Media & Marketing, LLC and the City of Charlotte
- The work that is performed by Keith Sorensen, Transportation Analyst in CDOT, where he holds responsibility as the department's payment processor in the Munis financial system, only reflects the issuance of payments to invoices that have been vetted and authorized through our Procurement Department
- The title held by Melissa Sorensen, Creative Director with Well-Run Media & Marketing, LLC is an internal title and not one that is considered to be at the Board of Directors level, which would be considered a conflict for our employee as her spouse.

Recommendation

- There is one recommendation I would ask of the department at this time, in order to ensure additional oversight of payments issued to this company, implement an audit process of all payments issued to this company and others

as a preventive measure

Please let me know if you have any additional questions.

Thanks,



Paula P. Rinnix, PHR, SHRM-CP / Deputy Director
HUMAN RESOURCES DEPARTMENT
[700 East 4th Street / Suite 200 / Charlotte, NC 28202](#)
P: Ex. 704-336-5703 / www.charlottenc.gov

From: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Sent: Friday, April 23, 2021 11:49 AM
To: Rinnix, Paula <Paula.Rinnix@charlottenc.gov>
Cc: Smith, Sandra <Sandra.Smith@charlottenc.gov>
Subject: Summary Notes

Paula,

As we discussed, I am attaching a summary of relevant notes regarding my investigation of the issue and potential conflict of interest. I am also including several supporting documents including current contracts and verification of ownership for the company.

Please let me know if you need anything else. We can connect next week to discuss timeline and next steps. Have a good weekend.

Debbie Smith, PE

Deputy Director

Charlotte Department of Transportation
600 East 4th Street | Charlotte, NC 28025
980-721-0450 (mobile) | Debbie.Smith@charlottenc.gov | charlottenc.gov

 **CITY of CHARLOTTE** <!--[if !vml]--><!--[endif]-->

From: [Peterson, Jayne](#)
To: [Babson, Liz](#)
Cc: [Smith, Debbie](#); [Ammons, Mark](#)
Subject: RE: Bike Charlotte Contract renewal
Date: Friday, March 12, 2021 12:17:55 PM
Attachments: [image001.png](#)
[image003.png](#)

Thank you! Have a great weekend.

From: Babson, Liz <Liz.Babson@charlottenc.gov>
Sent: Friday, March 12, 2021 11:00 AM
To: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Cc: Smith, Debbie <Debbie.Smith@charlottenc.gov>; Ammons, Mark <Mark.Ammons@charlottenc.gov>
Subject: RE: Bike Charlotte Contract renewal

signed

From: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Sent: Friday, March 12, 2021 9:50 AM
To: Babson, Liz <Liz.Babson@charlottenc.gov>
Cc: Smith, Debbie <Debbie.Smith@charlottenc.gov>; Ammons, Mark <Mark.Ammons@charlottenc.gov>
Subject: FW: Bike Charlotte Contract renewal

Good Morning Liz,

When you have the opportunity, can you please digitally sign the cover sheet, or if you are in the office, there is a hard copy on Lynn's desk. Mark is in the office today so he can scan the signed one to me.

Thank you!
Jayne

From: Peterson, Jayne
Sent: Monday, March 8, 2021 12:58 PM
To: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Subject: RE: Bike Charlotte Contract renewal

Yes I will be in on Wednesday. She can also digitally sign if needed.

From: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Sent: Monday, March 8, 2021 12:57 PM
To: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Subject: Re: Bike Charlotte Contract renewal

Looks good Jayne. Will you be in this week to print? I can always ask Liz to digitally sign the pdf...we've done a few that way.

Debbie Smith, PE

Deputy Director

Charlotte Department of Transportation
600 East 4th Street | Charlotte, NC 28025
980-721-0450 (mobile) | Debbie.Smith@charlottenc.gov | charlottenc.gov

From: Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Sent: Monday, March 8, 2021 12:53 PM
To: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Subject: Bike Charlotte Contract renewal

Hi Debbie,

Attached is the cover sheet and supporting documents for the renewal of Bike! Charlotte contract # 2020000790.1 for your review and Liz's signature.

Thanks!
Jayne

Jayne Peterson

Budget & Financial Services Manager
Charlotte Department of Transportation
Office: 704-353-1976
Mobile: 704-910-9673
Jayne.Peterson@charlottenc.gov

From: [Smith, Debbie](#)
To: [Quinn, Johanna](#); [Babson, Liz](#); [Peterson, Jayne](#); [Landis, Ashley](#)
Subject: Re: Conflict of interest statement from CC&M re: Well-Run Media & Marketing and Bike Charlotte
Date: Thursday, April 22, 2021 10:45:11 AM
Attachments: [image002.png](#)
[image004.png](#)
[Outlook-p4d5xosc.png](#)

Hello Everyone,

I am aware of this situation and have it from here.

Thank you,

Debbie Smith, PE

Deputy Director

Charlotte Department of Transportation
600 East 4th Street | Charlotte, NC 28025
980-721-0450 (*mobile*) | Debbie.Smith@charlottenc.gov | charlottenc.gov



From: Quinn, Johanna <Johanna.Quinn@charlottenc.gov>
Sent: Thursday, April 22, 2021 10:06 AM
To: Smith, Debbie <Debbie.Smith@charlottenc.gov>
Subject: RE: Conflict of interest statement from CC&M re: Well-Run Media & Marketing and Bike Charlotte

Johanna Quinn, PE

Planning and Design Division Manager

Charlotte Department of Transportation
600 East 4th Street | 6th Floor | Charlotte, NC 28202
(704) 336-5606 | johanna.quinn@charlottenc.gov | charlottenc.gov



From: Blue, Tamara <Tamara.Blue@charlottenc.gov>
Sent: Thursday, April 22, 2021 10:02 AM
To: Quinn, Johanna <Johanna.Quinn@charlottenc.gov>; Babson, Liz <Liz.Babson@charlottenc.gov>
Cc: Landis, Ashley <Ashley.Landis@charlottenc.gov>; Peterson, Jayne <Jayne.Peterson@charlottenc.gov>
Subject: Conflict of interest statement from CC&M re: Well-Run Media & Marketing and Bike Charlotte

Good morning,

Below is a statement I just received from CC&M by way of Sierra about the recent concern about a conflict of interest using Well-Run Media & Marketing for the Bike Charlotte contract. I took the liberty of copying Jayne so she'll have time to digest the message.

Per our discussion regarding potential conflict of interest concerns relative to the

current Bike! Charlotte 2020 contract vendor, Well-Run Media & Marketing LLC. It is my understanding that a current CDOT employee, who has direct involvement with the Bike! Charlotte 2020 program, is currently married (about 1 year) to a principal member of the vendor's management team.

After reviewing the City's current [Conflict of Interest Policy](#), Amelia and I have determined that this situation should be brought to the attention of CDOT Leadership for review and resolution. Specifically, I suggest reaching out to Liz Babson and Jayne Peterson for further direction.

Tamara Blue

Public Relations Manager

Charlotte Department of Transportation

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