

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 23-DES-R-619  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 23-DES-R-619 (“Main Agreement”) dated December 11, 2023, between Lyft Bikes and Scooters, LLC (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

1. Paragraph 1. **CONTRACT DOCUMENTS** is **DELETED** in its entirety and **REPLACED** with the following:

1. **CONTRACT DOCUMENTS**

- a. The Contract Documents consist of this Agreement; Exhibit A – City of Alexandria, Virginia, Contract 2731, together with any exhibits and amendments; Exhibit B – Arlington County’s Terms and Conditions; and Exhibit C – Contract Pricing (collectively, “Contract Documents”). The City of Alexandria, Virginia, Contract 2731, Attachments A and C - H of Exhibit A are inapplicable and not incorporated into this Agreement.

This Agreement rides a contract awarded to the Contractor by the City of Alexandria and extended by the Contractor to the County on the same terms and conditions as the Contractor’s contract with the City of Alexandria. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

- b. Exhibit A to this Agreement is hereby **DELETED** in its entirety and **REPLACED** with Exhibit A – Revised attached hereto.
      - c. Exhibit C – Contract Pricing is hereby incorporated into the Contract Documents.

2. **EXHIBIT B – ARLINGTON COUNTY CONTRACT TERMS AND CONDITIONS, PARAGRAPH 3. CONTRACT TERM**

The County hereby renews the Main Agreement for the period of May 10, 2024, through May 9, 2025, in accordance with the City of Alexandria’s Modification 002 to Contract 2731, attached hereto.

3. **EXHIBIT C – CONTRACT PRICING**

The County hereby adds 50 new bikeshare equipment items pursuant to the City of Alexandria Contract 2731 Modification 001 attached hereto.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA


AUTHORIZED SIGNATURE:   
02CC7A8A62DB466...

NAME: Cynthia Davis

TITLE: Assistant Purchasing Agent

DATE: 6/6/2024

LYFT BIKES AND SCOOTERS, LLC

AUTHORIZED SIGNATURE:   
1A0FFCD9B59A44F...

NAME: Michael Brous

TITLE: President and CEO

DATE: 6/4/2024

Exhibit A - Revised COA Contract No. 2731

**CITY OF ALEXANDRIA, VIRGINIA**  
in conjunction with and as the lead Agency for

**Arlington County, VA; City of Fairfax, VA; City of Falls Church,  
VA; Fairfax County, VA; District of Columbia; Prince George's  
County, MD; and Montgomery County, MD**  
Hereafter referred to as the 'Member Jurisdictions'  
issue this

**INVITATION TO BID (ITB) NUMBER 1038  
FOR  
COOPERATIVE PROCUREMENT:  
CAPITAL BIKESHARE EQUIPMENT**

**Issue Date: December 22, 2022  
Updated: December 27, 2022**



The Seal of the City of Alexandria may not be used on any materials in response to this Invitation without written permission from the Contracting Officer, or unless the requirements of this Invitation specifically call for the Seal to be incorporated in the response.

**Bid Opening Date and Time:  
February 22, 2023, 3:00 p.m., prevailing local time**

If you plan to attend either meeting, please go to the Purchasing Website at  
<https://service.alexandriava.gov/mss/Vendors/Default.aspx>

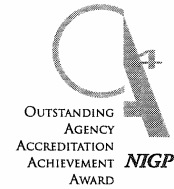
On the day of the respective events, please utilize the link above, to register for the Virtual Pre-Bid Conference and/or Virtual Bid Opening. The meeting event link will be provided via email.

**Virtual, Non-Mandatory Pre-Bid Conference will be held on  
January 11, 2023, at 3:00 p.m., prevailing local time**



(703) 746-4946

**FINANCE DEPARTMENT**  
**Purchasing Division**  
**Suite 301 – Banker's Square**  
**100 North Pitt Street**  
**Alexandria, Virginia 22314**  
**PROCUREMENT@ALEXANDRIAVA.GOV**



Fax: (703) 838-6493

**AWARD LETTER**

Date: May 09, 2023  
Via Email: David Foster, Transit@Lyft.com

Lyft Bikes and Scooters, LLC  
185 Berry Street, Suite 400  
San Francisco, CA 94107

Subject: Contract # 2731 / ITB 1038  
ITB 1038 – Capital Bikeshare Equipment

Hello,

A fully executed copy of the Contract referenced above is enclosed. **Please refer to this Contract number on all correspondence.** You may contact the COTR, Sean Martin, Department of Transportation & Environmental Services at 703.746.4160 or Sean.Martin@alexandriava.gov, for 'Notice to Proceed and to schedule a Post Award Meeting.

Please do not hesitate to contact me if you have any questions concerning this matter.

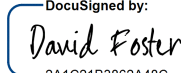
Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Smith".

Chris Smith, MBA, PMP  
Contract Specialist II  
[Chris.Smith@AlexandriaVA.gov](mailto:Chris.Smith@AlexandriaVA.gov)  
703.746.3882

cc: Peter Tomaselli – Contract Specialist III – Contracting Officer, Purchasing Division  
Chris Smith – Contract Specialist II, Purchasing Division  
Tarrence Moorer, COR/Director, Department of Transportation and Environmental Services,  
Sean Martin, COTR, Urban Planner II, Department of Transportation and Environmental Services,  
Katy North, Division Chief, Department of Transportation and Environmental Services,  
Sheila McGraw, Principal Planner, Department of Transportation and Environmental Services,  
File

## CITY of ALEXANDRIA, VA ("CITY")

<b>SOLICITATION, OFFER AND AWARD</b>				<b>1. Cooperative Procurement: Capital Bikeshare Equipment</b>				<b>PAGE 1</b>		<b>OF PAGE(S) 55</b>		
2. CONTRACT NO. <b>2731</b>		3. SOLICITATION NO. <b>ITB1038</b>		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (ITB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>12/22/2022</b>		6. PROCUREMENT REQUEST NO. <b>24828</b>				
7. ISSUED BY: Purchasing Division 100 North Pitt Street, Suite No. 301 Alexandria, VA 22314						8. Submission Instructions: Via City's ERP System at: <a href="https://service.alexandriava.gov/MSS/Vendors/default.aspx">https://service.alexandriava.gov/MSS/Vendors/default.aspx</a> Bids shall only be submitted electronically.						
<b>Issued pursuant to City Code Title 3, Chapter 3 and Virginia Code Title 2.2, Chapter 43 SOLICITATION</b>												
9. Sealed bids for furnishing the goods or services in the Schedule will be received at the place specified in item 8, until: <b>3:00 P.M., prevailing local time, on February 22, 2023.</b> <b>In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith-based organizations in the performance of its purchasing activity.</b>												
10. FOR INFORMATION CONTACT:			A. NAME: <b>Chris Smith, Contract Specialist II</b> <a href="mailto:Chris.Smith@alexandriava.gov">Chris.Smith@alexandriava.gov</a>					B. TELEPHONE NO. (Including area code) (NO COLLECT CALLS): <b>703-746-3882</b>				
<b>11. TABLE OF CONTENTS</b>												
(X)	SEC.	DESCRIPTION			PAGE (S)	(X)	SEC.	DESCRIPTION			PAGE (S)	
<b>PART I – THE SCHEDULE</b>						<b>PART II – CONTRACT CLAUSES</b>						
X	A.	SOLICITATION/CONTRACT FORM			1-2	X	I.	CONTRACT CLAUSES			32-44	
X	B.	BIDDER'S PRICING SCHEDULE			3-7	<b>PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</b>						
X	C.	DESCRIPTION/SPECS. /WORK STATEMENT			8-15	X	J.	LIST OF ATTACHMENTS			44	
X	D.	BIDDER QUALIFICATIONS			15	<b>PART IV – REPRESENTATIONS AND INSTRUCTIONS</b>						
X	E.	INSPECTION AND ACCEPTANCE			15	X	K.	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			45	
X	F.	DELIVERIES OR PERFORMANCE			16-17							
X	G.	CONTRACT ADMINISTRATION DATA			17-24	X	L.	INTRS., CONDS., AND NOTICES TO OFFEROR			45-46	
X	H.	SPECIAL CONTRACT REQUIREMENTS			24-32	X	M.	EVALUATION FACTORS FOR AWARD			47	
<b>OFFER (Must be fully completed by offeror)</b>												
12. The undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered to the designated point(s), within the time specified in the Schedule.												
13. DISCOUNT FOR PROMPT PAYMENTS				10 CALENDAR DAYS 0 %		20 CALENDAR DAYS 0 %		30 CALENDAR DAYS 0 %		NO DISCOUNT		
14. ACKNOWLEDGEMENT OF AMENDMENTS The bidder/proposer acknowledges receipt of amendments to the SOLICITATION and related documents numbered and dated:				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
				1		02/13/2023						
15. NAME & ADDRESS OF OFFEROR		Lyft Bikes and Scooters, LLC 185 Berry Street, Suite 400 San Francisco, CA 94107				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN FOR OFFER (TYPE OR PRINT) David Foster, President and CEO						
15B. TELEPHONE NO.: (Including area code) 415.226.9162		15C. EMAIL ADDRESS: Transit@Lyft.com			17. SIGNATURE: 				18. OFFER DATE: 2/22/2023			
<b>AWARD (To be completed by City)</b>												
19. ACCEPTED AS TO ITEMS NUMBERED <i>Table A-1</i>			20. AMOUNT <i>As Stated</i>			21. ACCOUNTING AND APPROPRIATION						
24. ADMINISTERED BY (IF OTHER THAN ITEM 7)  T&ES – Division of Mobility Services 421 King Street, Suite 235 Alexandria VA 22314						25. PAYMENT WILL BE MADE BY:  Department of Finance/Accounting Division 100 N. Pitt Street, Suite 305 Alexandria, VA 22314						
26. NAME OF CONTRACTING OFFICER: (Type or print)  Peter Tomaselli, CPPB, Contract Specialist III						27. CITY of ALEXANDRIA, VA:  <i>Peter Tomaselli</i> (Signature of Contracting Officer)				28. AWARD DATE:  5/10/2023		

## CITY OF ALEXANDRIA, VA

## CITY OF ALEXANDRIA, VA CODE TITLE 3, CHAPTER 3

AMENDMENT OF SOLICITATION		1. SOLICITATION NAME <b>Cooperative Procurement: Capital Bikeshare Equipment</b>		PAGE <b>1</b>	OF PAGES <b>5</b>
2. AMENDMENT NO. <b>001</b>		3. EFFECTIVE DATE <b>02/13/2023</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable) <b>N/A</b>	
6. ISSUED BY  <b>PURCHASING DIVISION 100 N. PITT ST., SUITE NO. 301 ALEXANDRIA, VA 22314</b>			7. ADMINISTERED BY (If other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., Town, County, State and ZIP Code)  <b>ALL BIDDERS/PROPOSERS</b>			(X)	9A. AMENDMENT OF SOLICITATION NO. <b>ITB 1038</b>	
			X	9B. DATED (SEE ITEM 11) <b>12/22/2022</b>	
				10A. MODIFICATION OF CONTRACT/ORDER NO. <b>2731</b>	
				10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input checked="" type="checkbox"/> is not extended.					
Offers must acknowledge receipts of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  a.) by completing Items 8 and 15 and returning <b>one (1)</b> copy of the amendment: or b.) By acknowledging receipt of this amendment on each copy of the offer submitted: <b>FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted such change may be made by the process identified in the solicitation.</b>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copy to the issuing office.					
14. DESCRIPTION OF AMENDMENT:  This Amendment No. 001 provides the City's response to all questions received by the deadline prescribed in the ITB 1038 and provides the attendance sheet of the non-mandatory, virtual pre-Bid conference as an appendix to the amendment.  <b>All other terms and conditions remain unchanged.</b>					
15A. NAME AND TITLE OF SIGNER (type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Wynndell Bishop, Purchasing Agent <del>Peter Tomaselli, CPPB, Contract Specialist III</del>		
15B. BIDDER/PROPOSER	15C. DATE SIGNED	16B. CITY OF ALEXANDRIA, VA BY		16C. DATE SIGNED	
  <hr/> (Signature of person authorized to sign)		  <i>Wynndell Bishop</i> <hr/> (Signature of Contracting Officer)		2/13/2023	

ITB1038  
 Cooperative Procurement: Capital Bikeshare Equipment  
 Amendment No. 001  
 S=Statement; Q=Question; A=Answer

<b>Q1</b>	<b>Is it possible to have a list of attendees to the Virtual, Pre-Bid Conference?</b>
A1	Yes, please see Appendix A for the meeting participants of the pre-Bid Conference.
<b>Q2</b>	<b>How do I update the contact information within the City's Vendor Self Service (VSS) system, so that future solicitation notifications will be sent to the appropriate people?</b>
A2	To update the point of contact information, you will need to log into your VSS account. If you need assistance with your login credentials, you can contact the Accounting Division at <a href="mailto:vendorsupport@alexandriava.gov">vendorsupport@alexandriava.gov</a> .
<b>Q3</b>	<b>In terms of the bidders' proposal, are we required to submit a written proposal alongside appendices J1-J7 and tables A1 and A2? If so, are we required to submit a proposal answering specific questions or would it be a free-form proposal? Could you please specify the length, form, appendices, diagrams, etc.?</b>
A3	<p>This ITB should be treated as a cost comparison and provide the City the ability to ensure that the items bid on within each table are indeed meeting the specifications provided in this ITB.</p> <p>In addition, the Vendors may provide free-form proposal to include all relevant items for consideration and pricing lists, specifications, pictures, blueprints, diagrams, general product information, etc.</p> <p>At the very minimum, Vendors/Proposers/Bidders should ensure all required requested information and documentation including the attachments are provided. There is no limit to the overall size of the Vendors response. The Vendor may provide a free-form proposal and include the necessary information they deem most applicable to their response. Pictures, Diagrams, Catalogs, Price Sheets, etc. maybe helpful for understanding the specific details and matching up to the current compatibility and specific current requirements as stated within the ITB and in addition to confirming and the vendor ensuring that all items are compatible with the existing bikeshare system.</p>
<b>Q4</b>	<b>Would the Member Jurisdictions be interested in seeing costs and descriptions of other micro mobility equipment that is also compatible with the existing Capital Bikeshare System?</b>
A4	Interested Yes. Please provide – If not specifically requested this will be received as a request for additional information and may not result in an award, but might be useful for product availability and awareness and if/when it might be deemed required may result in a future procurement RFP or another effort to obtain a contract that has been competitively advertised and allow the MJs to have a contract purchase vehicle to obtain additional equipment and capabilities at their discretion and as funding is available and approved.
<b>Q5</b>	<b>Can the Member Jurisdictions please provide examples of applicable certifications and licenses to submit?</b>
A5	<p>No. Not Applicable currently. No Member Jurisdiction (MJ) has any known current applicable certifications or license to specifically call out special for this ITB. In the event the funding source or future requirements dictate prior to an award and Amendment will be issued. If new / future requirements are identified during the active Period of Performance of an awarded contract(s), a formal Contract MOD with the contractor may be required and sought at that time.</p> <p>Any certifications/licenses that are being requested in the solicitation, which will need to be submitted with the electronic bid submission.</p> <p>Prospective Bidders shall provide all certifications/licenses that the company possesses that is pertinent to</p>

ITB1038  
 Cooperative Procurement: Capital Bikeshare Equipment  
 Amendment No. 001  
 S=Statement; Q=Question; A=Answer

	<p>the scope of this procurement with their bid submission”. The assigned Contract Specialist or Contracting Officer is required to check for the Bidder’s responsibility, which includes checking the Virginia State Corporation Commission (VA SCC) to see if the Bidder is authorized to transact business in the Commonwealth and to, also, verify if the Bidder has a City business license, if applicable (see business location and business income requirements).</p> <p>In L-6 – B. The City and Member Jurisdictions have not identified any certifications or licenses that are applicable at this time for this ITB 1038.</p>
<b>Q6</b>	<b>Should operators submitting a complete response to the ITB respond with a “No Bid Form”, or should the “No Bid Form” only be completed by vendors choosing not to submit a response?</b>
<b>A6</b>	Only submit the completed no-bid form with explanation when intended to not formally submit a bid and of course, provide all reasons and rationale for each Member Jurisdiction and City understanding of the reasons for not receiving a bid response for this ITB.
<b>Q7</b>	<b>Can the Member Jurisdictions please provide a full list of firms and attendees for the pre-proposal conference on January 11th?</b>
<b>A7</b>	The City has provided the pre-bid conference the list of all registered and attendees to this conference. See the list attached below in Appendix A.
<b>Q8</b>	<b>As stated in section C3-B Scope of Work, <i>The Bidder shall ensure that all equipment purchased through this Contract shall be fully compatible with the existing equipment and Back-end Software of Capital Bikeshare.</i> Could you please confirm what the current backend software used is and share relevant specifications so then we can confirm that our equipment is fully compatible as required?</b>
<b>A8</b>	The Capital Bikeshare system is operated on a proprietary backend software owned by Lyft. Any bikeshare equipment must be able to utilize this software and connect to existing docks with a front triangular docking mechanism.
<b>Q9</b>	<b>Does the city have an ongoing license for the current backend and is it just looking for new equipment that is digitally able to be integrated with the current backend system without replacing it?</b>
<b>A9</b>	The City and other Member Jurisdictions license the current software through an existing Operations and Maintenance contract. The City and other Member Jurisdictions are looking to purchase equipment that can be integrated with the existing backend system, not to replace the current backend system at this time.
<b>Q10</b>	<b>Alternatively, is the city intending to acquire new equipment and a new backend system?</b>
<b>A11</b>	The City and other Member Jurisdictions license the current software through an existing Operations and Maintenance contract. The City and other Member Jurisdictions are looking to purchase equipment that can



ITB1038  
Cooperative Procurement: Capital Bikeshare Equipment  
Amendment No. 001  
S=Statement; Q=Question; A=Answer

	be integrated with the existing backend system, not to replace the current backend system at this time.
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ITB1018  
ITS Integration Project – Phase III  
Amendment No. 002

**Appendix A – Attendance Sheet of Non-Mandatory, Virtual Pre-Bid Conference**

Bid#	Bid Description	First Name	Last Name	Organization/Company	In Attendance
1038	Capital BikeShare Equipment	Chris	Smith	City of Alexandria	Yes
1038	Capital BikeShare Equipment	Chrisalen	Yanez	City of Alexandria	Yes
1038	Capital BikeShare Equipment	Christina	Haines	City of Alexandria	Yes
1038	Capital BikeShare Equipment	Peter	Tomaselli	City of Alexandria	Yes
1038	Capital BikeShare Equipment	Sean	Martin	City of Alexandria	Yes
1038	Capital BikeShare Equipment	Kory	Riley	City of Alexandria	Unknown
1038	Capital BikeShare Equipment	Dee	Crawley	City of Alexandria	Unknown
1038	Capital BikeShare Equipment	Katye	North	City of Alexandria	Unknown
1038	Capital BikeShare Equipment	Paul	DeMaio	Arlington County, VA	Yes
1038	Capital BikeShare Equipment	Aaron	Goldbeck	District Department of Transportation	Yes
1038	Capital BikeShare Equipment	Zachary	Desjardins	Fairfax County Department of Transportation	Yes
1038	Capital BikeShare Equipment	Tiffany	Jennings	Prince George's County DPW&T	Yes
1038	Capital BikeShare Equipment	Scherezade	Bejarano	Beryl	Yes
1038	Capital BikeShare Equipment	Pete	Wilkes	Beryl	Unknown
1038	Capital BikeShare Equipment	Sarah	Barnes	Lyft Bikes and Scooters, LLC	Unknown
1038	Capital BikeShare Equipment	Mickey	Wiener	Lyft Bikes and Scooters, LLC	Unknown
1038	Capital BikeShare Equipment	Dominick	Tribone	Lyft Bikes and Scooters, LLC	Unknown
1038	Capital BikeShare Equipment	Anthony	Mitchell	Lyft Bikes and Scooters, LLC	Unknown
1038	Capital BikeShare Equipment	Sarah	Holsinger	Lyft Bikes and Scooters, LLC	Unknown
1038	Capital BikeShare Equipment	Mickey	Wiener	Lyft Bikes and Scooters, LLC	Unknown

## **NOTICE PROPRIETARY/CONFIDENTIAL INFORMATION**

Any records submitted to the City of Alexandria, VA (City) are available for inspection and copying upon request by any person or entity pursuant to the Virginia Freedom of Information Act. **Any records the vendor believes to be exempt from disclosure must be specifically identified by the vendor on the submitted documents. The vendor may designate documents as trade secrets or proprietary information exempt from disclosure when submitting documents; however, designating the entire submission, prices, or any portion of the submission that does not contain trade secrets or proprietary information is prohibited by Virginia law. The vendor agrees to indemnify and hold harmless the City for loss, cost or expense resulting in whole or in part from any such identification or any denial of inspection based thereon.**

### **ANTICIPATED TIMELINE OVERVIEW**

Listed below is the timeline related to the ITB. The activities with specific dates shall be completed by Bidders by the time indicated. The City reserves the right to modify any timeframe or deadline in the ITB. The City reserves the right to issue an award to one or more contractor for the services listed within this solicitation. In the event the City finds it necessary to change any timeframe or deadline listed below or in the ITB, it will do so by posting an amendment on the City's ERP system.

<b>EVENTS</b>	<b>DATES</b>
ITB Issuance	<b>December 22, 2022</b>
ITB Pre-Bid Conference (Non-Mandatory)	<b>January 11, 2023, 3:00 p.m., prevailing local time</b>
Deadline for Vendors to Submit Vendor Clarification Questions and 'or equal' Substitution to Approved Manufacturer.	<b>January 25, 2023, 4:00 p.m., prevailing local time</b>
City Issues Responses to Vendor Questions via an Amendment	<b>February 08, 2023</b>
Bid Due Date and Time	<b>February 22, 2023, 3:00 p.m., prevailing local time</b>
Virtual Bid Opening - Date and Time	<b>February 22, 2023, 3:01 p.m. prevailing local time</b>

### **DUE TO COVID CONCERNS**

All bids shall be made electronically. Submit them through the City's ERP system at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>. Bids sent by mail or by hand will not be accepted.

All documents submitted shall be in PDF format. If a document is not in PDF format the City may determine that the Bidder is non-responsive.

**SECTION B: BIDDER'S PRICING SCHEDULE**

Using the matrices below, the Bidder shall submit pricing for the goods and/or services set forth in the ITB and fill in the pricing schedules using U.S. Dollars. The Bidder shall provide fully burdened costs. All unit prices shall account for all costs for planning, materials, shipping, warranties, and labor needed, and all expected costs to satisfy each line-item task. The City reserves the right to award a Contract to the lowest responsive and responsible Bidder either based by line-item or on the total cost of all required line items under the Unit Price. The City reserves the right to award to more than one (1) successful Bidder.

A responsive Bid shall include prices for all Required Items (Table A-1). Bulk pricing discounts are also requested. Bulk pricing is defined as the minimum number of units to be ordered to receive an additional bulk discount for that purchase order. The number of Units for Bulk and Bulk Unit Prices must be provided by the Bidder for all items; however, these will not be used in evaluating the Bids. The city reserves the right to make one or more awards by line item, category, and by Table at their discretion to one or more bidders that are both responsive and responsible and the lowest costs bids received.

Items in the second table (Table A-2) of the price list are Optional items and are marked with an asterisk (\*). Optional items are not required but the Capital Bikeshare Member Jurisdictions may want to purchase them. A Bid will not be considered non-responsive if a vendor does not provide prices for any of the Optional items. Optional items will not be used in evaluating the Bids. Table A-2 Optional Items will follow the same guidance for Bulk Pricing as stated above. Bidders shall provide all marketing materials, definitions, and specifications for all items in Table A-2 for review and understanding.

<b>TABLE A-1</b>					
<b>UNIT PRICING PER SECTION - C</b>					
<b>REQUIRED ITEMS – ALL ITEMS REQUIRED</b>					
<b>REQUIRED ITEMS</b>		<b>UNIT PRICE</b>	<b>NUMBER OF UNITS FOR BULK PRICING</b>	<b>BULK UNIT PRICE</b>	
<b>PRICING for REQUIRED ITEMS</b>					
<b>A. Complete Stations:</b>					
1	Complete Station with Map Frame, 12 docks (linear)	\$ 31,342	25	\$ 30,401	
2	Complete Station with Map Frame, 13 docks (linear)	\$ 32,792	25	\$ 31,807	
3	Complete Station with Map Frame, 14 docks (linear)	\$ 33,665	25	\$ 32,655	
4	Complete Station with Map Frame, 15 docks (linear)	\$ 35,401	25	\$ 34,339	
5	Complete Station with Map Frame, 16 docks (linear)	\$ 37,137	25	\$ 36,022	
6	Complete Station with Map Frame, 17 docks (linear)	\$ 38,307	25	\$ 37,157	
7	Complete Station with Map Frame, 18 docks (linear)	\$ 39,461	25	\$ 38,277	
8	Complete Station with Map Frame, 19 docks (linear)	\$ 41,197	25	\$ 39,960	
9	Complete Station with Map Frame, 20 docks (linear)	\$ 42,933	25	\$ 41,644	
10	Complete Station with Map Frame, 21 docks (linear)	\$ 44,859	25	\$ 43,512	
11	Complete Station with Map Frame, 22 docks (linear)	\$ 45,257	25	\$ 43,898	
12	Complete Station with Map Frame, 23 docks (linear)	\$ 46,992	25	\$ 45,582	
13	Complete Station with Map Frame, 24 docks (linear)	\$ 48,728	25	\$ 47,266	
14	Complete Station with Map Frame, 25 docks (linear)	\$ 49,898	25	\$ 48,401	
15	Complete Station with Map Frame, 26 docks (linear)	\$ 51,052	25	\$ 49,520	

16	Complete Station with Map Frame, 27 docks (linear)	\$ 52,788	25	\$ 51,204
17	Complete Station without Map Frame, 12 docks (linear)	\$ 28,260	25	\$ 27,422
18	Complete Station without Map Frame, 15 docks (linear)	\$ 32,318	25	\$ 31,360
19	Complete Station without Map Frame, 19 docks (linear)	\$ 38,110	25	\$ 36,982
20	Complete Station without Map Frame, 23 docks (linear)	\$ 43,902	25	\$ 42,603
<b>TOTAL PRICE OF GROUP A</b>		\$ 814,399		
<b>B. Platform with Dock(s):</b>				
21	A Platform for 1 dock (linear) with complete dock and cables	\$ 1,732	300	\$ 1,681
22	A Platform for 2 docks (linear) with complete docks and cables	\$ 3,180	300	\$ 3,084
23	A Platform for 3 docks (linear) with complete docks and cables	\$ 4,912	300	\$ 4,765
24	A Platform for 4 docks (linear) with complete docks and cables	\$ 6,203	300	\$ 6,016
<b>TOTAL PRICE OF GROUP B</b>		\$ 16,027		
<b>C. Platform without Dock(s):</b>				
25	Platform for 1 dock (linear)	\$ 520	50	\$ 504
26	Platform for 2 docks (linear)	\$ 755	50	\$ 732
27	Platform for 3 docks (linear)	\$ 1,275	50	\$ 1,237
28	Platform for 4 docks (linear)	\$ 1,355	50	\$ 1,314
29	Platform for 1 dock (alternate)	\$ 1,087	50	\$ 1,054
30	Platform for 4 docks (alternate)	\$ 1,193	50	\$ 1,157
31	Platform for 8 docks (alternate)	\$ 1,825	50	\$ 1,770
32	Platform for 1 dock (90-degree left)	\$ 701	50	\$ 680
33	Platform for 1 dock (90-degree right)	\$ 701	50	\$ 680
34	Platform for map frame	\$ 520	50	\$ 504
<b>TOTAL PRICE OF GROUP C</b>		\$ 9,932		
<b>D. Kiosk:</b>				
35	Solar-powered kiosk	\$ 10,039	25	\$ 9,738
<b>TOTAL PRICE OF GROUP D</b>		\$ 10,039		
<b>E. Map frame:</b>				
36	Map frame (static display)	\$ 2,550	50	\$ 2,474
<b>TOTAL PRICE OF GROUP E</b>		\$ 2,550		
<b>F. Miscellaneous supplies:</b>				
37	Battery for the kiosk	\$ 244	25	\$ 236

38	Customer key	\$ 3	3,000	\$ 2.60
39	End plate	\$ 92	50	\$ 76
40	Platform alignment pins	\$ 70	50	\$ 55
41	Station paper	\$ 149	50	\$ 139
42	Kiosk motherboard (e.g., "ECO board")	\$ 1,283	25	\$ 1,219
43	Kiosk motherboard retrofit kit	\$ 3,860	25	\$ 3,550
44	Hardwired station retrofit	\$ 8,950	-	\$ -
<b>TOTAL PRICE OF GROUP F</b>		\$ 14,651		
<b>G. Bikes:</b>				
45	Pedal Bicycle (as defined in section C-3.C.4), not including the features that have been deemed optional	\$ 1,095	-	\$ -
46	Hybrid electric-assist Bicycle ("E-bike") (as defined in section C-3.C.5), not including the features that have been deemed optional	\$ 3,498	-	\$ -
<b>TOTAL PRICE OF GROUP G</b>		\$ 4,593		
<b>TOTAL PRICE OF ALL REQUIRED ITEMS (Line item numbers 1 - 46)</b>		\$ 872,191		

<b>TABLE A-2</b>				
<b>UNIT PRICING PER SECTION C</b>				
<b>OPTIONAL ITEMS</b>				
	<b>OPTIONAL ITEMS</b>	<b>UNIT PRICE</b>	<b>NUMBER OF UNITS FOR BULK PRICING</b>	<b>BULK UNIT PRICE</b>
<b>PRICING for OPTIONAL ITEMS</b>				
<b>H. Platform without Dock(s):</b>				
47	Complete Station without Map Frame, 12 docks (linear) with hot-dip galvanized Platforms	\$		\$
48	Complete Station without Map Frame, 15 docks (linear) with hot-dip galvanized Platforms	\$		\$
49	Complete Station without Map Frame, 19 docks (linear) with hot-dip galvanized Platforms	\$		\$
50	Complete Station without Map Frame, 23 docks (linear) with hot-dip galvanized Platforms	\$		\$
<b>TOTAL PRICE OF GROUP H</b>		\$		

<b>I. Kiosk:</b>				
51	Solar-powered kiosk with printer	\$		\$
52	Hard-wired kiosk	\$		\$
53	Hard-wired kiosk with printer	\$		\$
54	Hard-wired kiosk with charging for other transport modes	\$		\$
55	Retrofit to hardwire a solar-powered kiosk	\$		\$
<b>TOTAL PRICE OF GROUP I</b>		\$		
<b>J. Map Frame:</b>				
56	Map frame (dynamic display)	\$		\$
<b>TOTAL PRICE OF GROUP J</b>		\$		
<b>K. Miscellaneous Supplies:</b>				
57	Platform hole cover	\$		\$
<b>TOTAL PRICE OF GROUP K</b>		\$		
<b>L. Bikes:</b>				
58	Pedal Bicycle with the capability to be locked and released by a customer to a bike rack when the nearest station is full	\$		\$
59	Pedal Bicycle with automatic gear shifting	\$		\$
60	Pedal Bicycle with GPS-enabled for tracking user routes and/or setting up a geo-fence for overflow check-in	\$		\$
61	Pedal Bicycle with alternative front or rear rack configurations	\$		\$
62	Pedal Bicycle with a lighter weight in the 30 – 40 pound range	\$		\$
63	E-bike with space for advertising and/or sponsorship	\$		\$
64	E-bike with automatic gear shifting	\$		\$
65	E-bike that is GPS-enabled for tracking user routes and/or setting up a geo-fence for overflow check-in	\$		\$
66	E-bike with alternative front or rear rack configurations	\$		\$
<b>TOTAL PRICE OF GROUP L</b>		\$		
<b>TOTAL PRICE OF ALL OPTIONAL ITEMS (Line Item numbers 47 - 66)</b>		\$		



## **SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C-1 INTRODUCTION**

The City of Alexandria, Arlington County, City of Falls Church, and Fairfax County, Virginia; the District of Columbia; and Montgomery County and Prince George's County, Maryland (the "Member Jurisdictions") are seeking Bids from qualified firms from which to purchase compatible stations and bicycles for the existing Capital Bikeshare system. In addition, the Member Jurisdictions anticipate that additional local governments will be added to the scope of the list of current member jurisdictions in the near future.

Capital Bikeshare is a bike transit service owned by the Member Jurisdictions and currently operated and managed by Lyft, Inc. who is a Contractor that the Member Jurisdictions selected through a separate procurement process, that was led by Arlington County, Virginia. The Capital Bikeshare system is comprised of bicycles, stations, proprietary Station Software, Back-end Software, and related equipment. Capital Bikeshare has Stations and Bicycles from PBSC Urban Solutions and Lyft (formerly 8D Technologies) with the Station and Back-end Software from Lyft Bikes and Scooters.

The District of Columbia Department of Transportation (DDOT) and Arlington County launched Capital Bikeshare in 2010 with 114 Stations and about 1,100 Bicycles. In 2012, the City of Alexandria joined the regional service and was followed in 2013 by Montgomery County, Prince George's County, the City of Falls Church, and Fairfax County. The service presently has over 650 Stations and 5,500 Bicycles. Capital Bikeshare operates continuously within and between the Member Jurisdictions 24 hours a day, 7 days a week. Patrons of the service sign up for memberships or are casual users on a trip-by-trip basis. Users may check out a bicycle from a Bikeshare Station in any of the Member Jurisdictions and return it at any Station in the Member Jurisdictions. Since its inception in 2010, Capital Bikeshare has served over 29.6 million trips.

### **C-2 PURPOSE/OBJECTIVE**

The City has issued this ITB, on behalf of the Member Jurisdictions, in order to solicit bids from firms that are qualified to provide stations and bicycles. The successful Bidder must strictly adhere to the guidelines presented in this document.

The Scope of Work is detailed in section C-3 of this ITB (the "Work") and shall be performed under each Member Jurisdictions (MJs) specific contract terms and conditions as provided as separate Portable Document Format (PDF) downloads, referred to as Attachment J-8, Member Jurisdiction Attachments A-H. New Member Jurisdictions may be added after contract award and with the prior notification and approval of the Contractor(s) awarded this contract.

Each Member Jurisdiction shall execute a contract that refers to the terms and conditions and pricing with the successful Bidder(s). The successful Bidder shall meet or exceed each Member Jurisdiction's procurement requirements and accept each Jurisdiction's Contract Terms and Conditions, Insurance Requirements, and comply with any applicable state or

local laws. Note that each Member Jurisdiction may apply and negotiate their required terms and conditions with the awarded Contractor.

For review and consideration and prior to the submittal of bids, each Jurisdiction's overview of requirements and sample contract is included in this solicitation as attachments labeled Attachment A through Attachment H. Please note that government contracting is very dynamic and purchasing laws, policies, best practices for procurement, purchasing, vendor management, contract management, and compliance are all subject to change. The Attachments provided are provided for the Bidder as an overall guideline of the specific types of additional and or specific expectations that the member jurisdictions may require prior to riding this contract and creating a specific contract between the awarded Contractor(s) and that member jurisdiction. Please note that the member jurisdiction will provide their most up-to-date requirements and specific terms and conditions when riding that contract with the awarded contract and the Contractor(s) and member jurisdiction(s) may negotiate and determine the final acceptable terms and conditions that will allow their member jurisdiction to participate and ride this contract with the awarded Contractor(s).

Attachment A – City of Alexandria, Virginia;  
Attachment B - Arlington County, Virginia;  
Attachment C - Fairfax County, Virginia;  
Attachment D - City of Falls Church, Virginia;  
Attachment E - Montgomery County, Maryland;  
Attachment F - Prince George's County, Maryland;  
Attachment G - Washington District of Columbia.; and  
Attachment H - City of Fairfax, Virginia.

### **Fleet Size by Member Jurisdiction**

The current station, dock, and bicycle fleet size overall and by each Member Jurisdiction is provided to show the overall scale and scope of the existing Capital Bikeshare system. More details about specific locations are provided on the Capital Bikeshare website ([www.capitalbikeshare.com](http://www.capitalbikeshare.com)). Since the intention is for all member jurisdictions to join and ride this contract awarded to the successful Contractor(s), a significant undetermined amount of in scope items are expected to be required and purchased through this contract. It is expected that the large volume of past and future required purchases will provide significant economies of scale and allow for Bidders to provide competitive pricing during the competitive sealed bidding procurement process. The data provided below was the best available date as of April 2022. Note the data is dynamic and subject to change as additional stations, docks, bicycles, and other government jurisdictions are added to the Capital Bikeshare Program.

**Number of Capital Bikeshare Stations:**

City of Alexandria, Virginia	60
City of Fairfax, Virginia	13
Arlington County, Virginia	105
Fairfax County, Virginia	54
City of Falls Church, Virginia	10
Montgomery County, Maryland	89
Prince George's County, Maryland	27
Washington District of Columbia	336

694

**Number of Capital Bikeshare Docks:**

City of Alexandria, Virginia	935
City of Fairfax, Virginia	156
Arlington County, Virginia	1,509
Fairfax County, Virginia	697
City of Falls Church, Virginia	120
Montgomery County, Maryland	1,392
Prince George's County, Maryland	423
Washington District of Columbia	6,564

11,796

**Bicycles by Member Jurisdiction:**

City of Alexandria, Virginia	468
City of Fairfax, Virginia	78
Arlington County, Virginia	755
Fairfax County, Virginia	349
City of Falls Church, Virginia	60
Montgomery County, Maryland	696
Prince George's County, Maryland	212
Washington District of Columbia	3,282

5,900

The Member Jurisdictions anticipate expanding the existing Capital Bikeshare system, as funding allows, and replacing existing equipment as its useful life expires (see Section C-3. E for more information about useful life).

**C-3 SCOPE OF WORK****A. Intent of Procurement**

The successful Bidder(s) shall provide all goods, labor, delivery, and required insurance that is necessary to meet or exceed the requirements and specifications contained herein.

## B. General Requirements

1. The Bidder shall ensure that all equipment purchased through this Contract shall be fully compatible with the existing equipment and Back-end Software of Capital Bikeshare. If requested, the Bidder shall bring certain Equipment, selected by the Member Jurisdictions, to the Washington, D.C. region for testing and approval by the Member Jurisdictions.
2. By formally responding to this ITB and submitting a Bid package for consideration and comparative competition, the Bidder agrees to all the terms and conditions and expectations formally stated in this ITB. Failure by the Bidder to explicitly agree in its bid to all the terms and conditions and definitions in this section may result in its Bid being deemed non-responsive to the requirements of this ITB.
3. If a Bidder proposes an 'or Equal' to the preferred equipment listed below, the City reserves the right to inspect the sample, review specific technical and manufacturing data, and to make a determination. At the time specified in the Anticipated Timeline on page 2 of this ITB, all substitution request(s) shall be submitted in writing accompanied by the following information:
  - a. The reason for the substitution;
  - b. The specifications of the proposed material or equipment; and
  - c. The cost variance between the specified material or equipment and the proposed substitution.

Substitution requests shall be reviewed by the COTR and may be approved if the proposed product meets the requirements.

## C. Equipment List

### 1. Bikeshare Station - Complete Station with Map Frame

- a. Kiosk
  - i. Screen display
  - ii. Payment card reader that is EMV (Europay, MasterCard, and Visa) compliant
  - iii. Solar-powered, able to operate on four (4) hours or less of direct sunlight in a 24-hour period
    - a) \*Optional: Hardwired version
    - b) \*Optional: Printer capability
  - iv. Technical Platforms which include linear (all bikes facing the same direction), alternate (every other bike facing the same direction), 90-degree left, 90-degree right, and/or map frame.
- b. Docks with Near Field Communication (NFC), Radio Frequency Identification (RFID), and/or Quick Response (QR) code unlocking capabilities
- c. Cables and Miscellaneous Supplies

## 2. Complete Station Without Map Frame

- a. All of the items and functionality listed in Complete Station but without the Map Frame and Map Frame platform.

## 3. Pedal Bicycle

A Pedal Bicycle shall be fully compatible with the existing Equipment, current version of proprietary Capital Bikeshare Station Software, and Back-end Software of Capital Bikeshare. A Pedal Bicycle shall meet the following requirements (Optional features of this device are clearly marked and not required):

- Pre-assembled prior to delivery.
- Drivetrain which allows for variable gearing and require minimum maintenance.
- Aluminum alloy frame that is rideable for a wide range of heights.
- Reflective sidewall and puncture-resistant tires, 26x1.95.
- Front and rear LED lights which automatically illuminate upon Bicycle use and continue running for at least 90 seconds after the Bicycle has come to a stop.
- Fenders and/or guards.
- Basket with method to secure one's belongings while in transit.
- Adjustable aluminum alloy seat post with numbers on the seat post that match in height the numbers on the existing Capital Bikeshare bicycles (250 mm of adjustable range).
- Built-in theft deterrence measure in seat post.
- Bicycle bell
- A minimum capability of three (3) or infinite speeds.
- Front and rear handlebar brakes.
- Single-sided kickstand.
- \*Optional: Space for advertising and/or sponsorship. (Preference / Not required but highly desired. Note the current specs for the bicycles allows for this future potential need.
- Capability of docking to and releasing from all existing Capital Bikeshare stations.
- Maximum weight of 50 lbs.
- \*Optional: The capability to be locked and released by a customer to a bike rack when the nearest station is full.
- \*Optional: Automatic gear shifting.
- \*Optional: GPS-enabled for tracking user routes and/or setting up a geo-fence for overflow check-in.
- \*Optional: Alternative front or rear rack configurations.
- \*Optional: Lighter-weight in the 30 – 40-pound range.

## 4. Hybrid Electric-assist Bicycle (“E-bike”)

A hybrid electric-assist Bicycle (“E-bike”) shall be fully compatible with the existing Equipment, Station Software, and Back-end Software of Capital Bikeshare and shall

be capable of being docked in existing Stations and parked “dockless” (attached to existing bicycle parking infrastructure). An E-bike shall include the following:

- On-board lock (Ability to be locked and released by a customer without a Station).
- Pedal-assist.
- Pre-assembled prior to delivery.
- Drivetrain which allows for variable gearing and require minimum maintenance.
- Aluminum alloy frame that is rideable for a wide range of heights.
- Reflective sidewall and puncture-resistant tires, 26x1.95.
- Front and rear LED lights which automatically illuminate upon bicycle use and continue running for at least 90 seconds after bicycle has come to a stop.
- Fenders and/or guards.
- Basket with method to secure one’s belongings while in transit.
- Adjustable aluminum alloy seat post with numbers on the seat post that match in height the numbers on the existing Capital Bikeshare bicycles (250 mm of adjustable range).
- Built-in theft deterrence measure in seat post.
- Audible device, such as a bell.
- Front and rear handlebar brakes.
- Single-sided kickstand.
- Class 1 E-bike (maximum speed of twenty (20) miles per hour)
- \*Optional: Space for advertising and/or sponsorship. (Preference / Not required but highly desired. Note the current specs for the bicycles allows for this future potential need.
- \*Optional: Automatic gear shifting.
- \*Optional: GPS-enabled for tracking user routes and/or setting up a geo-fence for overflow check-in.
- \*Optional: Alternative front or rear rack configurations.

## **5. Miscellaneous Functions, Versions, Components & Supplies**

Prospective Bidders shall offer the following equipment, miscellaneous components, versions, and supplies. Items are denoted “\*Optional”, where appropriate.

- Technical Platform
- Dock
- Customer Key
- End Plate
- Platform Alignment Pins
- Kiosk Motherboard (e.g., ECO Board)
- Kiosk Printer Kit
- Solar-powered Kiosk with Printer
- Map Frame
- Kiosk Motherboard Retrofit Kit

- \*Optional: Hardwired Kiosk with Printer
- \*Optional: Hardwired Kiosk with Charging for other Transport Modes (e.g., E-bicycles, scooters, automobiles)
- \*Optional: Hardwired Station Retrofit Kit
- \*Optional: Map Frame with Dynamic Display
- \*Optional: Hot-Dip Galvanization of any station platform
- \*Optional: Solar-powered station lighting
- \*Optional: Station Paper
- \*Optional: Platform Hole Cover

#### **D. Warranty**

1. All items shall be brand new, not used or refurbished.
2. Station components shall be warranted by the manufacturer for a minimum of five (5) years from the date of acceptance by a Member Jurisdiction.
3. Bicycles shall be warranted by the manufacturer for a minimum of five (5) years from the date of acceptance by a Member Jurisdiction.
4. The Contractor shall promptly comply with all recalls of equipment, whether issued by a manufacturer, government agency, or other entity.
5. In the event of a recall, the Contractor must supply replacement equipment at its own cost until the recall issue is resolved.
6. The replacement of defective Equipment during the term of the Contract shall be the sole responsibility of the Contractor.
7. The Contractor must provide all maintenance documentation necessary to maintain warranty coverage to the Member Jurisdictions upon delivery.
8. The Contractor is responsible for all return shipping costs of defective equipment while under warranty.

#### **E. Useful Life**

1. All Items will be brand new and expected to meet and/or exceed the expected useful life provided by the Contractor.
2. Stations shall have a minimum useful life of at least ten (10) years from the date of installation in the Member Jurisdictions.
3. Station upgrades that could extend the useful life cycle of equipment shall be communicated and offered by the Bidder to the Member Jurisdiction. When these upgrades are available, they will be communicated to the COTR for this contract and for the COTR for all participating Member Jurisdictions within 90 days of the upgrade availability via email or United States Postal service to each Member Jurisdiction Contract Procurement Office and COTR mailing address.

4. Bicycles shall have a minimum useful life of at least six (6) years from the date of deployment by the Member Jurisdictions.
5. Bicycle upgrades that could extend the useful life cycle of equipment shall be offered by the Bidder to the Member Jurisdiction. When these upgrades are available, they will be communicated to the COTR for this contact and for the COTR for all participating Member Jurisdictions within 90 days of the upgrade availability via email or United States Postal service to each Member Jurisdiction Contract Procurement Office and COTR mailing address.
6. The replacement of defective Equipment that does not meet with Warranty or Expected Useful life requirements during the term of the Contract shall be the sole responsibility of the Contractor.

#### **SECTION D: BIDDER QUALIFICATIONS**

- D-1** Bidder shall be a responsible bidder and must satisfactorily prove to the Member Jurisdictions that they have adequate facilities, manpower and financial capacity to perform all requirements. The Member Jurisdictions reserve the right to consider past performance in making its determination. Bidder shall demonstrate and warrant to the satisfaction of the Contracting Officer (CO) and Contracting Officer Representative (COR) that the Bidder and/or the Bidder's subcontractors have the technical expertise, relevant Project experience, and ability to complete the various elements of the Contract and scope of work.
- D-2** Bidder shall incorporate all specifications, terms and conditions in every subcontract issued pursuant to or under this Contract and shall require the same reference or inclusion be contained in every subcontract entered with any subcontractor.
- D-3** All Bidders shall submit three (3) references. References in Attachment J-1, "Bidder's Reference Sheet," must include month and year of project start and completion dates, role of the Firm and responsibilities, and professional point of contacts. The referenced projects should be similar in size and scope to the project detailed in this solicitation. Receipt of references will determine responsiveness. Prior to award, all references will be verified to determine responsibility.
- D-4** Bidder shall have at least three (3) years of experience in providing the equipment outlined in this project scope.

#### **SECTION E: INSPECTION AND ACCEPTANCE**

##### **E-1 QUALITY ASSURANCE BY THE CONTRACTOR**

The Contractor and its subcontractors, if utilized, shall provide, and maintain a quality assurance system acceptable to the City covering Goods and Services under this Contract and will tender to the City only those Goods that have been inspected and found to conform to the Contract Documents. The Contractor will keep records evidencing inspections and



their results and will make these records available to the City during Contract performance and for three years after Acceptance. Contractor shall permit the City to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.

## **E-2 INSPECTION BY THE MEMBER JURISDICTIONS**

Inspection and acceptance of the equipment/services to be furnished hereunder shall be made by the COTR or COTR designated representative. Periodic and daily site visits may be made by the Member Jurisdictions. Until deliverance and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from the negligence of the Member Jurisdictions. The Member Jurisdictions reserve the right to perform periodic spot inspections of equipment during Contract term.

## **SECTION F: DELIVERY OR PERFORMANCE**

- F-1** If an award(s) is made, the City will issue a Contract(s) for an initial period of one (1) year, with four (4), one (1) year option periods. Option years may be exercised one (1) year at a time by mutual agreement by both parties. At their discretion, each Member Jurisdiction may have specific requirements for their own internal compliance. For the Member Jurisdictions that require specific shorter contracts, the period of performance may vary by each Member Jurisdiction. Note this contract will be for a maximum of five (5) years in total if the base year and all renewal options are exercised and approved by the City.
- F-2** Shipments shall be FOB Destination, delivered, and unloaded to one or more warehouses within the metropolitan Washington, D.C. region. The delivery location(s) will be specified at the time of order.
- F-3** The Contractor shall notify Member Jurisdictions' designated Operations Management Contractor of all deliveries at least three (3) business days in advance of the delivery by contacting the COTR for the applicable Member Jurisdiction. Deliveries will be accepted between 9:00 am – 5:00 pm, Monday through Friday. Each Member Jurisdiction's COTR reserves the right to refuse an entire shipment if the advance notice is not received.
- F-4** The maximum allowable delivery time is one hundred eighty (180) calendar days from the receipt of the requesting Member Jurisdiction's order. In the current supply chain environment, it is known that supply chain issues and disruptions exist from lack of specific resources required, shortage of available staff and labor, and other logistical distribution and shipping backlogs and delays. The expectation here between the Bidder and the Member Jurisdictions is to track logistical expectations and provide the best available estimates and status updates at the time of orders and periodically on outstanding orders, especially if and when the expected delivery time is greater than 180 days. The Bidder and the Member Jurisdiction relationship should be one of partnership, open honest communication, and fostering reliability, honesty, trust, and the most accurate information possible for planning and management purposes. However, regardless of supply chain issues and advanced notification, absolutely no maximum deliveries may exceed 2 years (24 months or 730 days). Orders that arrive after 2 years may be canceled and returned for a contract credit or refund at the discretion of the ordering Member Jurisdiction(s).

- F-5** Time is of the essence under this Contract. It is essential that the deliveries of any item ordered under this Contract are made within the above time limit. Bidder will provide the best available forecast for all equipment schedule items at the time of inquiry, quote, and order. In the event that the specified delivery time is expected to exceed the number of days for delivery, the Bidder will provide the best available expected delivery time to the Member Jurisdiction.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G-1 DEFINITIONS**

Wherever the words defined in this section or pronouns used in their stead occur in the solicitation, specifications, Contract, or bond, shall have the meanings here given.

Acceptance means, in terms of goods, approval of the Contractor's invoice for such goods by the Member Jurisdiction after a reasonable opportunity to inspect. Demonstration of the fully assembled, placed, and programmed equipment shall be required. In terms of services, "Acceptance" means all components of the program launch have been completed.

Ad Panel means a two-sided, metal, static informational display unit, including a translucent shatter-resistant covering and locking mechanism. Also referred to as a "Map Frame."

Alternate means that every other bike is facing the same direction.

Associate Contractor means a vendor under a separate contract connected to the provision of equipment, software, operation, or related activities to the Capital Bikeshare program.

Back-End Software means an electronic program that enables hardware such as Stations, Bicycles and Customer Keys to function.

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

Bid means a Bidder's offer to provide specific goods and/or services at specified prices and per the conditions set forth in the ITB.

Bidder means any person who submits a Bid in response to the ITB offering to enter into a Contract with the City.

Bikeshare Station means a designated area on publicly or privately owned real property that contains one or more of the following physical components: kiosk, dock, technical platform, map frame, cables, batteries, and spare parts. Bicycles are excluded. (A fully functional Bikeshare Station with all expected and operational components may be referred to as a "Complete Station.")

Business Day means any day other than a Saturday, Sunday, City holiday, or other day on which the City is closed.

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

Change Order means a written order to the Contractor, signed by the City, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Contract Period.

Brand Name or Equal Specification means a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

Change order means an amendment to solicitation and or Contract modification to a contract that changes the contractor's scope of work and or specifications for scheduled supplies and or equipment specified for purchase via a Purchase Order.

City Purchasing Agent or Purchasing Agent means the Purchasing Agent of the City of Alexandria. The Purchasing Agent is the City's principal public purchasing official and oversees the Purchasing Division (Purchasing).

Complete Stations means a Bikeshare Station that contains all of the following components: kiosk, dock, solar panel, technical platform, map frame, cables, batteries, and spare parts.

Contract means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the ITB that obligates the Contractor to furnish goods and/or services and/or construction to or on behalf of the City and the City to pay for the goods and/or services and/or construction. The Contract shall consist of, but is not limited to, the following:

1. The ITB;
2. All addenda issued related to the ITB;
3. The Bidder's signed Bid and all other documents submitted by the Bidder to the City in response to the ITB;
4. The Notice of Award issued for the ITB;
5. The Notice to Proceed;
6. Contract's These Construction Terms and Conditions;
7. The Schedule(s);
8. The Task Order(s), if applicable, issued for the ITB;
9. If applicable, the Bidder's signed response to the Task Order and all other documents submitted by the Bidder to the City in response to the Task Order issued for the ITB;
10. The Purchase Order(s) issued for the ITB;
11. Any related Agreements (e.g., Warranty, Support and Maintenance Agreements); and
12. All Change Order(s) and Modifications issued pursuant to the Contract.

Contract Sum means the total amount payable to the Contractor for performance of the Work. The Contract Sum is stated in the Contract and shall include any adjustments granted by Change Order or Modification to the contract.

Contracting Officer (CO) means the Purchasing authority who administers and makes related determinations and findings for City contracts as authorized by, and under the supervision of the Purchasing Agent.

Contracting Officer's Representative (COR) means the duly employed Department Head of the using Department who serves as the CO's representative and shall manage awarded contracts for their Department.

Contracting Officer's Technical Representative (COTR) means the City employee who serves as the Purchasing Agent's technical representative for the purposes of administering the Contract. The COTR may designate one or more additional representatives to assist with contract administration.

Contractor means the individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "Contractor" may refer to an individual, an organization, or to the Contractor's authorized representative.

Customer Key means a key fob used to rent bicycles from Capital Bikeshare stations.

Dock means a locking mechanism contained on a Bikeshare Station and designed to receive a Bicycle or E-Bicycle for locked storage.

E-Bicycle means a bicycle that utilizes a battery-powered electric-assist purchased for use in the Capital Bikeshare system.

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

Equipment means all physical components provided by, or used by the Contractor and includes, without limitation, a station, bicycle, dock, technical platform, ad panel, terminal, cable, station battery, customer key, and bicycle and station spare parts.

Goods, as used in this ITB, means equipment, software, products, materials, supplies and/or other tangible deliverables.

Informality means a minor defect or variation of a bid or proposal from the exact requirements of the ITB or RFP which does not affect the price, quantity, delivery schedule, or quality of the purchase.

Kiosk - see "Terminal."

Linear means that all bikes facing the same direction.

Liability means any obligation incurred as a result of law, rule, or agreement; being legally obliged and responsible; a debt or an obligation to another party.

Liquidated Damages means a sum agreed upon during the formation of a contract which will be paid by the breaching party in the event of a defined breach of contract (such as non-performance or delay in delivery). The amount of Liquidated Damages must be arrived at in good faith and must be based on an estimate of the actual damage that will ensue from the breach.

Map Frame - see “Ad Panel.”

Member means a person who has subscribed to Capital Bikeshare.

Member Jurisdiction (MJ) means a member jurisdiction as part of the overall Capital Bikeshare program in Maryland, Washington D.C., and/or Virginia that currently or may join this program and be able to create a joining contract to utilize this contract and contractor to support their procurement needs for this program.

Notice of Intent to Award (NOI) means a written notice to the selected Contractor that upon submission and verification of Contract related documents (e.g., COI’s, Bonds, Vendor Registration with the City ERP system in Section K-1) the City intends to award a contract.

Notice to Proceed means a written notice from the City to the Contractor directing the Contractor to proceed with the Work.

Pedal Bicycle means a bicycle that utilizes only a conventional pedal system without battery-powered electric-assist.

Period of Performance means the period between the contract start and end dates as specified in the executed contract agreement.

Purchase Order (PO) means a formal written with defined approval of all scope and costs approved to submit a formally approved order to be received and fulfilled by the bidder when received within the valid Contract period or performance. A type of contract that documents the purchase of goods and/or services.

Responsible Bidder means a person firm or organization who has the capability, in all respects, to perform fully the contract requirements, the moral and business integrity and reliability which will assure good faith performance and who has been prequalified, if required.

Responsive Bidder means a person firm or organization that who has submitted a bid that conforms in all material respects to the ITB.

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

Specifications means a description of the technical requirements for a material, product, or service. Usually referring to the defined requirements for materials or products, but can

also relate to the requirements for services (Terms of Reference), or works (Statement of Work)

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

Station Software means the computer application that makes a station function.

Subcontractor means any individual, firm or organization, other than an employee of the Contractor, who contracts with the Contractor to furnish or who furnishes labor, materials, services or equipment, or any combination thereof to the Contractor in connection with the Work.

System means the equipment, Contractor's website, and all Software to include Station Software.

Terminal means an automated machine with integrated modem and wireless connectivity which allows customer access to docked bicycles via credit and debit card payment capabilities, connected to technical platforms and system software, and including all means necessary for the rental of Bicycles. Also referred to as a "Kiosk."

Technical Platform means base components that rest on the ground and support the Docks, Kiosk, and map frame.

Time Extension: means a written notice, signed by the Purchasing Agent, extending the contract period.

Time for Performance means the date and time by which goods are required to be delivered and/or services are required to be provided, in accordance with the Contract.

Usefulness means a subjective standard for when equipment is below or beyond acceptable use standards as established by the overall Capital Bikeshare Program and or any individual member jurisdiction.

Work means the goods and/or services required to be delivered by the Contractor pursuant to the Contract.

**G-2 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) and CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The following individual is appointed as the authorized COR:

**Yon Lambert, Director**  
Department of Transportation and Environmental Services  
301 King St, Suite No. 4100  
Alexandria, Virginia 22314  
Telephone: 703.746.4025  
Email: [yon.lambert@alexandriava.gov](mailto:yon.lambert@alexandriava.gov)

The following individual is appointed as the authorized COTR:

**Katye North, Division Chief**

Department of Transportation and Environmental Services

421 King St, Suite No. 235

Alexandria, Virginia 22314

Telephone: 703.746.4139

Email: [katye.north@alexandriava.gov](mailto:katye.north@alexandriava.gov)

The COR/COTR is responsible for administering any orders placed hereunder. No authority to modify any provisions of this Contract is granted.

Any deviation from the terms of the Contract must be submitted for contractual action to the following Contracting Officer:

**Peter Tomaselli, CPPB, Contract Specialist III**

Department of Finance / Purchasing Division

100 North Pitt Street, Suite No. 301

Alexandria, Virginia 22314

Telephone: 703.746.3892

Email: [Peter.Tomaselli@alexandriava.gov](mailto:Peter.Tomaselli@alexandriava.gov)

The Contractor shall contact the COTR to coordinate placement of contracted items/work.

### **G-3 PAYMENTS AND COMPLETION**

A. Contract Pricing:

1. For the Contractor's complete performance of the Work, the City agrees to pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the Contract Pricing, taking into consideration any deductions based on the award of a combination of alternates, if applicable, plus the amount of any Change Orders/Modifications issued;
2. No payment other than the amount awarded will be made for any class of Work included in the Contract item or a unit price Contract item unless provision is made therefore in the Contract Documents.
3. The Contractor shall submit original invoices to the COTR which clearly describe and itemize the equipment, supplies or Services provided. In addition, invoices shall contain, at a minimum, the following information:
  - a. The date of the Contract;
  - b. The Contract Number (City of Alexandria Contract Number);
  - c. The Contract Number (Member Jurisdiction unique contract number if applicable)
  - d. Purchase Order (PO) Number;

- e. The unit price in accordance with the firm fixed price stated in the Contract;
- f. The total extended price; and
- g. The total price to the City of the Goods or Services provided.

The City reserves the right to determine whether the invoice is clear or properly itemized. However, if abbreviations or jargon are used on the invoice, the Contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

#### **G-4 PAYMENT TO CONTRACTOR-PAYMENTS**

- A. The Contractor may submit a request for payment for a fully completed Purchase Order immediately after the Purchase Order has been completed, and the COTR will issue a Certificate of Payment for such work. In accordance with Section 3-3-56 of the Code of the City of Alexandria, within forty-five (45) Calendar Days (NET 45) after receipt of each Certificate of Payment, the City shall pay the Contractor in accordance with the applicable Certificate and the Contract Documents. Within thirty (30) Calendar Days of the submission of the application for partial payment, the City will notify the Contractor of any defects or improprieties that would prevent payment by the scheduled payment date. Payment to Contractor will be NET 45 after the City or MJ receives both the goods ordered, free of any defects or improprieties, and a correctly submitted invoice.
- B. City's Right to Withhold Payment: The City may withhold payment to such extent as may be necessary to protect the City due to loss because of:
  - 1. Defective Work not remedied;
  - 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
  - 3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
  - 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - 5. Damage to the City or another contractor;
  - 6. Reasonable evidence that the Work will not be completed within the Contract Period;
  - 7. Persistent failure to carry out the Work in accordance with the Contract Documents; or
  - 8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor of any of its Subcontractors.



- C. Application of Withheld Funds: The City must have the right, as an authorized representative for the Contractor and without the Surety's consent, to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. The application of these amounts must be deemed payments for the account of the Contractor and must reduce the City's obligation to the Contractor accordingly.
- D. Limitation on Payments: Unless otherwise provided herein, no partial payment will be made for any materials or equipment supplied hereunder before they are (i) incorporated in the Work in a permanent manner required by the Contract Documents, (ii) properly stored at the site of the Project, or (iii) properly stored in a bonded warehouse to the satisfaction of the City.
- E. Payments for Materials Stored on Site: The cost of equipment and non-perishables delivered and stored at the site of the Project and tested for adequacy may be included in the Contractor's application for partial payment, provided, however, that the Contractor must furnish written evidence satisfactory to the City that the Contractor is the owner of such materials or equipment at the time of payment therefore by the City and that such equipment is being stored and maintained in accordance with the Contract Documents and the manufacturer's recommendations. The amount to be paid by the City for such equipment and non-perishables will be ninety percent (90%) of the invoice cost to the Contractor as supported by receipted bills. Such payment must not relieve the Contractor of full responsibility for completion of the Work and for protection of materials and equipment until incorporated in the Work in a permanent manner as required by the Contract Documents.
- F. Waiver of Claims: The Contractor's acceptance of Final Payment constitutes a waiver and release of all claims not expressly reserved in writing by the Contractor.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H-1 COOPERATIVE RIDER CLAUSE**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland Virginia and Washington, D.C. region ("region").

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

## **2. *Other Conditions - Contract and Reporting***

2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;

2.3 Contract obligations rest solely with the participating entities only;

2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

- [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/)
- [www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives](http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives)

## **H-2 CLAIMS FOR DAMAGES**

- A. The risk of loss will be on the Contractor until completion and acceptance and after any rejection unless loss results from negligence of City.
- B. Should a party to this Contract suffer injury or damage to person or property because of any act or omission of Contractor or any of their employees, subcontractors, agents, or others for whose acts the Contractor is legally liable, a claim for damages shall be made in writing within a reasonable time after the first observance of such injury or damage. The liability for such actions is borne by the Contractor.
- C. Should damage to person or property result from an act of omission; accident; or third party, the Contractor shall promptly notify the City of the incident; and pursue a claim for compensation against the appropriate insurance of the third party or Contractor. This does not include damages related to force majeure.

## **H-3 INSURANCE REQUIREMENTS**

- A. The Contractor shall be required to maintain, in force, insurance as described below and approved by the City for the duration of the Contract. Insurance coverage shall be

a Contract specific or occurrence-based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable (except Professional Liability).** Proof of acceptable insurance shall be required prior to Contract award and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **City of Alexandria, VA, and any other joining entity including neighboring member jurisdictions in Maryland and Washington DC shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, and hold harmless the City, for all liability, claims, expenses, lawsuits, etc., arising from this Contract.

Insurance policies must be acceptable to the Contracting Officer and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the Commonwealth of Virginia.

- B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE: At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the Commonwealth of Virginia, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.
- C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the Commonwealth of Virginia whether the vehicle is registered in Virginia or not.
- D. COMMERCIAL GENERAL LIABILITY REQUIREMENTS: The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all Subcontractors with limits no less than:
1. \$2,000,000.00 Annual Aggregate;
  2. \$1,000,000.00 Per Occurrence;
  3. \$1,000,000.00 Products and Completed Operations; and
  4. \$1,000,000.00 Personal and Advertising Injury.
- E. UMBRELLA LIABILITY COVERAGE
1. \$1,000,000.00 Per Occurrence.

- F. **SUBCONTRACTOR INSURANCE REQUIREMENTS:** The Contractor shall also require all first-tier subcontractors who will perform work under this Contract to procure and maintain Virginia statutory limits of Workers' Compensation insurance. The Contractor shall furnish the Contracting Officer's Representative satisfactory evidence of subcontractors' insurance PRIOR to the subcontractor starting work.

#### **H-4 CODES**

- A. The Contractor shall meet all applicable Federal United States Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and guidelines for the Work performed and Services provided under this Contract. The contractor's work shall conform to all applicable Manufacturers Specifications, in addition to any applicable Federal, State, City, and other prevailing Codes, Laws, Rules, and Regulations governing the Work.
- B. The Contractor shall save the City from all damages, penalties, suits, judgments, and/or accidents that may occur from not following the above-mentioned codes, laws, rules, and regulations.

#### **H-5 CONTRACTOR INSPECTION REQUIREMENTS**

The Contractor shall be responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this Contract conform to Contract requirements, including any technical requirements for specified manufacturer's parts. This Clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

#### **H-6 HAZARDOUS MATERIALS**

- A. The only potential Hazardous materials in scope may be the batteries for the Kiosks or any battery-operated vehicles. Any other hazardous materials must be disclosed to the City in the proposal or when the Contractor becomes aware of the hazardous material in the equipment.
- B. The Contractor shall handle, store, transport, use and dispose of hazardous materials in compliance with Federal and State Hazardous Waste Laws, Rules, and Regulations.
- C. The Contractor retains ownership of all hazardous materials generated from their work and shall be solely responsible for the cleanup of any contamination resulting from spills or mishandling. The Contractor shall also be responsible for reporting of any such spills as mandated by Federal, State and Local Laws.
- D. The hazardous materials must be packaged and labeled according to applicable regulations.

#### **H-7 INSPECTION OF SUPPLIES**

- A. Definition. "Supplies" as used in this Clause, includes but is not limited to raw materials, components, intermediate assemblies, and products and supplies by each and lots.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering supplies under this Contract and shall tender to the City for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with Contract requirements.
- C. The City has the right to inspect and test all supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance.
- D. The City has the right either to reject or require correction of non-conforming when they are defective in material or workmanship or are otherwise not in conformity with Contract requirements. The City may reject non-conforming supplies with or without disposition conforming supplies instructions. The Contractor shall remove supplies rejected or required to be corrected. However, the COR may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing corrective action taken.
- E. The City shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the Contract. City failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the City for non-conforming supplies.
- F. Inspections and tests by the City do not relieve the Contractor of responsibility for defects or other failures to meet Contract requirements discovered before acceptance. Acceptance shall be conclusive except for latent defects, fraud, or as otherwise provided in the Contract.
- G. If acceptance is not conclusive for any of the reasons in paragraph D. above, the City, in addition to any other rights and remedies provided by law or any other provisions of this Contract, shall have the right to require the Contractor:
  - 1. At no increase in Contract price, to correct or replace the defective or non-conforming supplies at the original point of delivery or at the Contractor's plant at the COR's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the COR. The Contracting Officer may require a reduction in Contract price if the Contractor fails to meet such delivery schedule; or
  - 2. Within a reasonable time after receipt by the Contractor of notice of defects or non-conformance, to repay such portion of the Contract as is equitable under the circumstances, if the COR elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation

costs. If the Contractor fails to perform or act as required in (1.) above, and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the COR specifying such failure, the City has the right to contract or otherwise replace or correct such supplies and charge the Contractor with the cost occasioned thereby.

## **H-8 TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES**

- A. Transportation Costs Included in Contract Sum: Unless expressly included and itemized in the Contract, no charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or any other related transportation costs shall be paid by the City.
- B. FOB Shipments: The Contractor must strictly follow Contract requirements regarding Free on Board (FOB) freight terms and routing instructions. The Contractor must deliver goods FOB destination, freight pre-paid and allowed. The City may permit use of an alternate carrier, at no additional cost to the City, with the COTR's advance written authorization.
- C. Damage to Goods: When approved in advance in writing by the City, the Contractor may deliver the goods FOB place of shipment. For FOB place of shipment transactions, should any goods shipped under the Contract be received by the City in a damaged condition and any related freight loss and damage claim filed against the carrier(s) be wholly or partially declined by the carrier(s), with the inference that the damage was the result of the act of the shipper, such as inadequate packaging or loading or some inherent defect in the goods, the Contractor, at the City's request and at the Contractor's own expense, shall assist the City in establishing carrier liability by supplying evidence that the goods were properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

## **H-9 SPECIFICATION INTERPRETATION**

Should any misunderstanding arise as to the meaning of anything contained in the specifications, the decision of the City shall be final and binding. Any errors or omissions in the specifications may be corrected by the City's Contracting Officer when such corrections are necessary for the proper fulfillment of the intent of the specifications as construed by them. In all cases of doubt as to the true meaning of the specifications, the decision of the City shall be final and binding upon all parties to this document and their employees, agents, and contractors

## **H-10 OPERATION AND STORAGE AREAS**

- A. The Contractor shall confine all operations (including storage of materials) on City premises to areas authorized or approved by the COR. The Contractor shall hold and save the City, its officers, and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

- B. Temporary buildings (i.e., storage shed, shops, offices) and utilities may be erected by the Contractor only after approval by the COR and these shall be built with labor and materials furnished by the Contractor without expense to the City.
- C. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the Work. With the written consent of the COR the buildings and utilities may be abandoned by the Contractor in which case they need not be removed.
- D. The Contractor shall, under the direction of the COR, use only established roadways, or use temporary roadways constructed by the Contractor at its expense, when and as authorized by the COR. When it is necessary to cross curbs or sidewalks the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### **H-11 OTHER CONTRACTS**

The City may undertake or award other contracts for work at or near the site of the Work performed under this Contract. The Contractor shall fully cooperate with the other contractors and with City employees in the performance of work on site. The Contractor shall carefully adapt the scheduling and performance of the Work, heeding any directions provided by COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by City employees.

#### **H-12 PERMITS & RESPONSIBILITIES**

- A. The Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, City or Municipal laws, Codes and Regulations applicable to the performance of the Work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others.
- B. The Contractor shall also be responsible for all materials, goods and products delivered and work performed until completion and acceptance of the entire Work, except for any completed unit or Work which may have been accepted under the Contract.

#### **H-13 QUALITY AND ACCEPTABILITY OF WORK**

- A. The COR will determine the quality and acceptability of the products ordered and received. Any instance of the unsatisfactory or improper product ordered and received will be called to the attention of the Contractor who shall see that such deficiencies are promptly corrected.
- B. Any damages caused by the Contractor's operations shall be repaired or replaced at no expense to the City.

**H-14 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS**

Any Subcontractors and outside Associates and Consultants required by the Contractor in connection with the services covered by this Contract will be limited to individuals or firms that were specifically identified as part of the bid submission on Attachment J-7. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these Subcontractors, Associates, and Consultants.

**H-15 SUSPENSION OF ORDERS & CONTRACT**

The Contracting Officer may order the Contractor, in writing, to suspend all or any part of the orders and/or contract for such period of time as may be determined by the Contracting Officer as appropriate for the convenience of the City.

**H-16 MATERIAL & WORKMANSHIP**

All equipment, material and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. Reference in the Specifications to equipment, material, articles, or patented processes by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the COR, is equal to that named in the Specifications, unless otherwise specifically provided in this Contract.

**H-17 SUPERINTENDENCE BY THE CONTRACTOR**

At all times during performance of this Contract, and until the work is completed and accepted, the Contractor shall directly assign a contract manager, single point of contact for all member jurisdictions to contract as the primary point of contact (POC) for the vendor. The Contractor POC who is satisfactory to the COR and has authority, accountability, and responsibility to act for the Contractor.

**H-18 COMMERCIAL WARRANTY CLAUSE**

The Contractor agrees that the supplies or services furnished under this Contract shall be covered by the most favorable commercial Warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Contract.

**H-19 DELIVERY SCHEDULE OF ITEMS ORDERED**

A. The Contractor will provide and establish an estimated Service Level Agreement (SLA) expectation for the normal, average lead time required for each item available for purchase within the scope of this ITB.



- B. Order Delivery Schedule: The Contractor shall prepare and keep current a schedule of all orders for all products ordered and the estimated delivery dates for those orders received.
- C. Waiver of Contract Period: The City's receipt or approval of any schedule or order delivery schedule submitted by Contractor shall not constitute a waiver by the City of the requirements. The Contract Period may be adjusted only by a written Time Extension or Change Order signed by the Purchasing Agent.

## **H-20 INTERPRETATION OF CONTRACT: NOTICE OF AMBIGUITIES**

- A. This written Contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify, or contradict it. Any ambiguity in the Contract will not be strictly construed against the drafter of the Contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
- B. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the COTR at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, and conflicts.

## **H-21 LICENSING**

- A. Contractor's License: In accordance with Section 54.1-1103 of the Code of Virginia, 1950, as amended, the Contractor and each subcontractor shall have a valid Virginia contractor's license. The Virginia contractor's registration number for each subcontractor shall be provided on the list of subcontracts.
- B. Alexandria Business Licenses: In accordance with Chapter 1, Title 9, of the Code of the City of Alexandria, the following shall possess a current City business license: (if applicable by having offices and/or providing goods and/or services in the city limits)
  - 1. Contractor;
  - 2. All subcontractors, sub-subcontractors, and vendors at any tier with a definite place of business in the City; and
  - 3. All subcontractors, sub-subcontractors, and vendors at any tier, without a definite place of business in the City, the gross receipts of which, from business conducted in the City, are expected to exceed \$10,000 in any calendar year.

## **SECTION I: CONTRACT CLAUSES**

### **I-1 ETHICS IN PUBLIC CONTRACTING**

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. (Code §2.2-4367 et seq.), Alexandria City Code § 3-3-121 et seq.; the State and Local Government Conflict of Interest Act, Code of Virginia § 2.2-3100 et seq.; the Virginia Governmental Frauds Act, Code of Virginia § 18.2-498.1 et seq.; and Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, all as the same may be amended from time to time and are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

### **I-2 INDEPENDENT PRICING**

"THE OFFEROR CERTIFIES that:

- A. The prices in this offer have been arrived at independently and without intent, for or the purpose to of restricting competition, and without any consultation, communication or agreement with any other bidder or competitor relating to these prices;
- B. The prices in this offer have not been nor will be disclosed knowingly directly or indirectly to any other offeror or competitor before bid opening or Contract award unless otherwise required by law; and
- C. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition.

### **I-3 ASSIGNMENT**

- A. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- B. Any assignment or reassignment under this clause shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this Contract.

### **I-4 EQUAL EMPLOYMENT OPPORTUNITY**

- A. Discrimination Prohibited: The Contractor hereby agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the

- Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Affirmative Action: The Contractor hereby agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Alexandria City Code to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria (the "Commission") and approved by the City Council of the City of Alexandria.
- C. EOE Statement: The Contractor hereby agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.
- D. Notice to Labor Unions: The Contractor hereby agrees to notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- E. Reports to the City: The Contractor hereby agrees to submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the Administrator may request more frequent special reports of particular employers provided the Commission has found such employers to have violated any provision of Chapter 4 of Title 12 of the Alexandria City Code.
- F. Compliance with Federal Requirements Sufficient: Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- G. Accommodation of Disabled Workers: The Contractor hereby agrees to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- H. Reasonable Accommodations: For the purposes of this section, reasonable accommodation may include: (i) making facilities used by employees readily accessible to and usable by persons with a disability; and (ii) job restructuring, part-time or modified work schedules, the acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.
- I. Undue Hardship: In determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:

1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities, and the size of the budget;
  2. The Contractor's type of operation, including the composition and structure of the Contractor's workforce; and
  3. The nature and cost of the accommodation needed.
- J. Refusal to Employ: The Contractor may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodations to the physical or mental limitations of the employee or applicant.
- K. Subcontracts: The Contractor hereby agrees to include the provisions in Subsections A through J in every subcontract so that such provisions will be binding upon each subcontractor.
- L. Non-compliance: In the event of the Contractor's noncompliance with any provision of this equal employment opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

#### **I-5 FEDERAL, STATE, AND LOCAL TAXES**

- A. Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the City, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the City is exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim an exemption under, any tax exemption to which the City is entitled.

#### **I-6 INDEMNIFICATION**

- A. To the extent permitted by law, the Contractor shall indemnify and save the City harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against the City, its agents and employees, or which the City may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or Subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.
- B. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts with respect to any and all claims against the City or any of their agents or employees or any employee of the Contractor, any subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

#### **I-7 CHOICE OF LAW; VENUE**

This Contract is governed by the applicable provisions of the Alexandria City Code and the laws of the Commonwealth of Virginia. Any actions arising out of this Contract shall only be brought in the Circuit Court for the City of Alexandria, Virginia.

#### **I-8 COMPLIANCE WITH APPLICABLE LAW**

The offeror hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to payment of any monies due and owing the Commonwealth of Virginia, or any department of unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with §40.1-29 section 11-4.6 of the Code of Virginia regarding non-payment of wages.
- D. It shall comply with all Federal, State, and Local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- E. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Contractors are expected to be familiar with and comply with all Federal, State, and Local Laws, Ordinances, Codes, and Regulations that may in any way affect the service offered. Ignorance on the part of the Contractor will in no way relieve it from responsibility for compliance.

#### **I-9 SEVERABILITY**

In the event any portion of this solicitation/Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of the City to solicitation/Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/Contract, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the City in entering into this solicitation/Contract.

#### **I-10 THIRD-PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof,

third-party beneficiary status in connection with the performance of the obligations herein without the written consent of the City and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

#### **I-11 ASSIGNMENT OF RISK**

The Contractor shall bear all risk of loss with respect to all materials, improvements, and property until final acceptance, by the City, of the Work.

#### **I-12 ORAL MODIFICATION**

No oral statements of any person whatsoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

#### **I-13 CLAIMS AND DISPUTES**

A. Claims: Contractual claims shall be submitted in writing not later than sixty (60) calendar days after the date of the final payment, provided however, that any claim not expressly reserved by the Contractor at the time of final payment, shall be deemed to be forever waived and released. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the work upon which the claim is based. Written notice of the Contractor's intention to file a claim shall not be sufficient unless Contractor complies with each of the following:

1. The Contractor shall, within five (5) business days after the occurrence of the event giving rise to such claim or the beginning of the work upon which the claim is based, deliver to the Purchasing Agent and the Contracting Officer's Technical Representative written notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.
2. Within twenty (20) business days after delivering such notice, the Contractor shall deliver to the Purchasing Agent and the Contracting Officer's Technical Representative a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise, the claim shall be deemed to be waived.
3. The Purchasing Agent or its designee shall make a determination of the claim within fifteen (15) business days after receipt of the itemized breakdown described in subparagraph 2. above, which decision shall be the final determination of the City.

B. Continuation of Work: The filing of a claim by the Contractor does not relieve the Contractor from their contractual duties relevant to the unaffected portion of the Work.

The Contractor shall follow the City's direction concerning the Work, both under claim and unaffected.

- C. Claims against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative, or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.
- D. Disputes: Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Code of the City of Alexandria, as it may be amended from time to time.

#### **I-14 PROCEDURES FOR SUBMITTING A BID OR PROPOSAL**

- A. The bidder/proposer shall review and comply with the requirements of the bid/proposal and ensure that all required information is provided and required forms are executed and returned with its bid/proposal.
- B. A bid/proposal shall contain the original signature of an individual who is authorized to bind the bidder/proposer. The original signature shall be provided on all bid/proposal documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable, except in cases where the bidder/proposer submits its bid through the City's ERP system.

#### **I-15 WITHDRAWAL OF BID OR PROPOSAL**

##### **A. BIDS:**

- A. A bidder may withdraw its bid from consideration at any time prior to the bid opening by notifying the Contracting Officer in writing of such withdrawal.
- B. Subsequent to the commencement of the bid opening procedure, a bidder may withdraw its bid from consideration if the price bid was substantially lower than other bids due solely to a mistake therein, provided: (i) that the bid was submitted in good faith; (ii) that the mistake was a clerical mistake as opposed to a mistake in judgment and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid; and (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Contracting Officer's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
- C. The bidder shall give notice in writing of their claim of right to withdraw within two (2) business days of the conclusion of the bid opening procedure and shall submit original work papers, documents, and materials with such notice. The bidder shall submit the notice and documents to the Contracting Officer.

##### **B. PROPOSALS:**

1. A bidder/proposer may withdraw its proposal from consideration at any time prior to the submission due date and time by notifying the Contracting Officer in writing of such withdrawal.

#### **I-16 LATE BIDS OR PROPOSALS**

All submissions must be received by the due date and time stated herein. The City will not accept any bid/proposal received after the deadline.

#### **I-17 PROTESTS AND APPEALS**

Information regarding protests and appeals is provided in Article G, Chapter 3, Title 3 of the Alexandria City Code.

#### **I-18 TERMINATION**

- A. Non-Appropriation of Funds: This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
- B. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) calendar days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of:
  1. The actual cost of materials delivered, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, or
  2. The pro rata percentage of completion based upon the Schedule of Values plus the actual cost of equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof.
- C. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this paragraph. The City shall have the right of audit (and Contractor shall



have the obligations) stated in Section I-21, insofar as they pertain to amounts claimed to be due hereunder.

D. Termination for Default:

1. The parties agree that:
  - a. If the Contractor fails to begin the work when required to do so; or
  - b. If, at any time during the progress of the work, the City determines that the Contractor is not prosecuting the work with reasonable speed and diligence, or is delaying the work unreasonably or unnecessarily; or
  - c. If the force of workmen or the quality or quantity of material furnished is not sufficient to insure completion of the work within the Contract period and in accordance with the Contract documents; or
  - d. If the Contractor fails to make prompt payments to suppliers or to subcontractors for the work performed in connection with this Contract; or
  - e. If the Contractor fails in any manner of substance to observe the provisions of this Contract; or
  - f. If any of the equipment is defective and is not replaced as herein provided; then the City, without prejudice to any other rights or remedies it may have hereunder, shall have the right to declare the Contractor in default in whole or in part. In the event the City elects to declare the Contractor in default, the City shall notify the Contractor by written notice describing the nature of the default and providing the Contractor a right to cure such default within ten (10) calendar days after the date of the notice, or within such longer period as the City, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the City, the City shall have the right to take any actions necessary to correct or complete the work, provided however, that if the Contractor is declared to be in default under this paragraph more than twice during the course of performance of this Contract, then upon the third or subsequent such default, the City may proceed to terminate the Contract without further notice to the Contractor, whether such prior default(s) shall have been cured.
2. The parties further agree that:
  - a. If legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and to potentially subject the City to the peril of litigation or outside claims; or
  - b. If the Contractor is adjudicated bankrupt or makes an assignment for the benefit of creditors; or
  - c. If in any proceeding instituted by or against the Contractor, an order is made or entered granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or
  - d. If a receiver or trustee is appointed for the Contractor or the Contractor's property; or

- e. If this Contract or any part hereof is sublet without the prior written consent of the City; or
  - f. If this Contract or any rights, monies, or claims hereunder are assigned in whole or in part by the Contractor, otherwise than as herein specified; or
  - g. If the work to be done under this Contract is abandoned; then, without prejudice to any other rights or remedies the City may have, the City shall have the right to terminate this Contract immediately, upon written notice to the Contractor.
3. Immediately, but no later than three (3) business days after receipt of notice of termination under subparagraphs (A) or (B) of this section, the Contractor shall discontinue all further operations in connection with the work, or such specified part thereof, and shall immediately vacate the site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.
- E. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

#### **I-19 SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH**

The City is committed to increase the opportunity for utilization of small, minority and women owned business in all aspects of procurement and have adopted a policy for increasing that participation. This policy is set forth in Sections 3-3-111 and 12-4-6 of the Code of the City of Alexandria. The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its program.

#### **I-20 DRUG-FREE WORKPLACE**

- A. Drug-Free Workplace: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. Definition: For the purposes of this Section, “drug-free workplace” means a site for the performance of work done in connection with this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

#### **I-21 AUDIT AND PRICE ADJUSTMENT**

Audit: All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following final payment (the “Audit Period”). Such records, reports and documents shall be subject to review and audit by City and the City’s consultants or auditors at mutually convenient times.

#### **I-22 SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES**

This Contract shall not be assigned, sublet, or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Contract.

#### **I-23 ROYALTIES AND PATENTS**

The Contract sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and hold harmless the City and the architect, their officers, agents, and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City and the architect, their officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the work.

#### **I-24 SURVIVAL**

Any provision of the Contract that contemplates performance subsequent to any termination or expiration of the Contract shall survive any termination or expiration of the Contract and shall remain in full force and effect according to their terms.

#### **I-25 NON-WAIVER**

The failure of the Contractor or the City to exercise any right, power or option arising under this Contract or to insist upon strict compliance with the terms of this Contract, shall not

constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof or a waiver by the Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

**I-26 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

During the performance of any Work, the Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

**I-27 NOTICE**

- A. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this section “writing” shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
- B. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission, or electronic mail to the Contractor's office at the Project or to the business address of the Contractor as stated in the Contract Documents. If delivered in person to the Contractor, written Notice shall be served on the Contractor's foreman or superintendent for the Project, or any officer or director of the Contractor.
- C. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission, or electronic mail to the Contracting Officer’s Technical Representative, with a copy to the Contracting Officer.

**I-28 WAIVER OF INFORMALITIES**

The City reserves the right to waive informalities. The Purchasing Agent shall have the sole discretion and judgment to determine if a Bid is responsive and whether an error in or an omission of any Bid requirement from a Bid is material.

**I-29 BID SUBMISSION AND PRESENTATION COSTS**

The City shall not be liable in any way for any costs incurred by any Bidder in the preparation or submission of its Bid or its participation in any discussion, presentation, negotiation, or meeting regarding its Bid or the solicitation.

**I-30 COMPLIANCE WITH THE BID**

- A. It is the responsibility of each Bidder to thoroughly examine the documents and other related data identified in the solicitation before submitting a Bid in response to the solicitation.

- B. Bidder shall ensure that their submission complies with all the requirements of the solicitation. Any submission that is not in strict compliance with all provisions of the solicitation may be deemed non-responsive and disqualified.

### **I-31 CONDITIONAL BIDS**

Bidders are cautioned not to take exception to the solicitation requirements. Taking exception to any solicitation requirements may result in a conditional Bid. A conditional Bid may be rejected in whole or in part.

### **I-32 ENTIRE AGREEMENT**

The Contract Documents constitute the entire agreement among the parties pertaining to the work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

## **SECTION J: LIST OF ATTACHMENTS**

- J-1** Bidder's Reference Sheet;
- J-2** Required Information Form;
- J-3** Certified Statement of Non-Collusion Form;
- J-4** Disclosure Relating to City Officials and Employees;
- J-5** Equal Employment Opportunity Agreement;
- J-6** No Bid Form; and
- J-7** Subcontractor's List.

**The following document shall be uploaded separately under the applicable Bid Number:**

- J-8** Member Jurisdiction Additional Terms & Conditions - Attachments A-H.

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**

### **K-1 VENDOR REGISTRATION – CITY ERP SYSTEM**

Bidders must complete the following registration in order to submit an electronic Bid through the City's ERP System.

- A. Registered with City as an active vendor by completing the Vendor Self Service (VSS) registration on the City's ERP system located at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>.

- B. If the Vendor is a Small, Women-owned, or Minority-owned (SWaM) business and is registered with the Commonwealth of Virginia, provide the Vendor's Virginia SWaM certification documentation with the registration on the City's VSS. To register as a SWaM business with the Commonwealth of Virginia, go the website for the Virginia Department of Small Business and Supplier Diversity, located at <https://www.sbsd.virginia.gov/>.

## **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR**

### **PLEASE SUBMIT AN ELECTRONIC COPY OF THE BID**

- L-1** All bids and proposals shall be made electronically. Submit them through the City's ERP system at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>. Bids/proposals sent by mail or by hand will not be accepted. All documents submitted shall be in PDF format. If a document is not in PDF format the City may determine that the Bidder/Proposer is non-responsive.
- L-2** Bidders shall submit any questions regarding sites, scope of work, Contract requirements in writing to [Chris.Smith@alexandriava.gov](mailto:Chris.Smith@alexandriava.gov). **Cut-off for questions shall be January 25, 2023, at 4:00 PM EST.** It is the Bidder's responsibility to submit questions regarding the ITB to the Purchasing Division. To receive a written response from the City, all questions regarding the ITB must be submitted in writing and received by the City by the deadlines specified in the solicitation scheduled section. Questions shall be emailed to the attention of Contracting Specialist or Contracting Officer as identified in the Solicitation and Award form Section 10 A. Any submission of questions related to the ITB shall include the reference **"ITB#1038, Cooperative Procurement: Capital Bikeshare Equipment** and the name of the person submitting the question(s). Bidders are advised that oral explanations or instructions given by City personnel during the bidding process or at any time before the issuance of a Contract are not binding on the City. After issuing the ITB, the only information binding on the City is information that is conveyed through a written addendum to the ITB. Written addenda will be issued when additional information is deemed necessary and when the lack of such information may be prejudicial to uninformed prospective Bidders. All addenda must be signed by Bidders and returned with their Bids.
- L-3** Any revisions to the ITB shall be made only by addenda issued by the Contracting Officer. All addenda to the ITB shall be available on the City's website at <https://service.alexandriava.gov/MSS/Vendors/default.aspx> under the applicable bid number.
- L-4** Bidders are required to fill in the offer located on Page 1 of the solicitations. Bids that are not signed in block 17 may be considered non-responsive and not accepted.
- L-5** Bids arriving after the time and date designated for the bid submission (Block 9) will not be accepted. Please allow sufficient time for the preparation and delivery of your bid.
- L-6** Bidders shall submit all completed forms required by this solicitation including, but not limited to:

- A. Attachments J-1 thru J-6 and J-7 (as applicable);
  - B. Any certifications/licenses applicable.
- L-7** The City reserves the right to reject any or all proposals, without explanation, and to waive any informalities in the proposals.
- L-8** Bidders not wishing to submit a proposal are requested to complete and return the No Bid Form (Attachment J-7).
- L-9** The Bidder shall review and comply with the requirements of the ITB and ensure that all required information is provided and required forms are executed and returned with its Bid.
- L-10** A Bid shall contain the original signature of an individual who is authorized to bind the Bidder. The original signature shall be provided on all Bid documents where a signature is required.
- L-11** The City may request at any time that a Bidder provide information, references, and other documentation or information relating to a determination of responsibility. A Bidder's failure to furnish the required information may constitute grounds for a finding of the Bidder's non-responsiveness and/or non-responsibility.

**SECTION M: EVALUATION FACTORS FOR AWARD DETERMINATION AND ACTUAL AWARD**

- M-1** The City is using the competitive sealed bid method of source selection for this purchase, as authorized by the Alexandria City Code. If an award(s) is made, the City will issue a Contract(s) to the lowest responsive and responsible Bidder(s) that complies with all provisions of the ITB, provided the bid price is reasonable and it is in the City's best interests to accept it.
- M-2** The City reserves the right to make partial awards, multiple awards, or an aggregate award or to reject any or all Bids in response to the ITB or subsequent Task Orders.
- M-3** The Contracting Officer also reserves the right to reject all Bids received in response to the ITB or any Bid received in response to the ITB.
- M-4** The City reserves the right to waive informalities. The Contracting Officer shall have the sole discretion and judgment to determine if a Bid is responsive and whether an error in or an omission of any ITB requirement from a Bid is material.
- M-5** No Contract shall be issued by the City until the two (2) Business Day period has elapsed and no notice of Bid withdrawal has been received. If a timely notice of Bid withdrawal is received from the apparent low Bidder, no Contract shall be issued until the Contracting Officer has determined whether to allow the withdrawal of the Bid.

- M-6** The Contracting Officer's execution of an Offer and Award Form located on the front page of the ITB constitutes acceptance of the Bid, and the acceptance shall bind the Bidder to the Contract.
- M-7** A Notice of Award shall be issued to the successful Bidder and a Solicitation Disposition Letter shall be issued to the unsuccessful Bidder(s) and shall identify the successful Bidder and the total price at which the Contract(s) was issued.
- M-8** The Member Jurisdictions' Purchase Orders shall serve as a payment document. The Purchase Order number shall be shown on all invoices and correspondence pertaining to the Contract. No Work shall begin prior to the issuance of a Purchase Order and Notice to Proceed, if required.



**REQUIRED INFORMATION FORM**

Each Bidder submitting a response to this Invitation to Bid is to provide the following information:

- 1. Minority Business Firm Yes [ ] No [X] Partnership Yes [ ] No [X]
- Small Business Firm Yes [ ] No [X] Corporation Yes [X] No [ ]
- Sole Proprietorship Yes [ ] No [X]

2. Sole proprietorships and partnerships are to provide the following information:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Partnerships are to provide this information for all partners.

3. If the Bidder is a corporation, provide the following:

State of Incorporation DE Charter number of the Virginia Certificate of Authority 11148582 Date of Incorporation 07/02/2014

Foreign corporations desiring to transact business in the State of Virginia shall register with the State Corporation Commission in accordance with Section 13.1-757 of the Code of Virginia, as amended.

4. Each corporation is to provide the names of the following officers:

President David Foster

Vice-President N/A

Secretary Matthew Cline

Treasurer Janet Duncan

Registered Agent C T Corporation System

**Lyft Bikes and Scooters, LLC**

Bidder's Name

DocuSigned by:  
*David Foster*  
2A1C21B3862A48C...

2/21/2023

Bidder's Authorized Signatory

Date

**David Foster, President and CEO, Lyft Bikes and Scooters, LLC**

Name and Title of Authorized Signatory

**CERTIFIED STATEMENT OF NON-COLLUSION**

- A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.
  
- B. This is to further certify that the undersigned has read and understands the following:
  - (1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person that is required to submit this statement that knowingly makes a false statement shall be guilty of a Class 6 felony.
  
  - (2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.
  
  - (3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any Proposal submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

Lyft Bikes and Scooters, LLC

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Bidder's Name	2/21/2023
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> <small>DocuSigned by:</small>  <i>David Foster</i>  <small>2A1C21E3862A4BC</small> </div> </div>	Date
David Foster, President & CEO, Lyft Bikes and Scooters, LLC	
Name and Title of Bidder's Authorized Signatory	

**DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES**

A. I hereby state that, as of this date (check one):

Our firm has no reason to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board, or corporation controlled or appointed by the City Council has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value.

Our firm has reason to believe that the following City Council members, City officials and/or employees, and/or members of a Council-appointed or -controlled commission, committee, board, or corporation have already received, in connection with or related in any way to this contract, or have been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value:

Name	Title/Position

B. I hereby state that, as of this date:

Our firm has no reason to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm

Our firm has reason to believe that the following members of the City Council and officials and employees of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm:

Name	Title/Position

Lyft Bikes and Scooters, LLC

Bidder's Name

DocuSigned by:  
*David Foster*

2/21/2023

Bidder's Authorized Signatory

Date

David Foster, President and CEO, Lyft Bikes and Scooters, LLC

Name and Title of Bidder's Authorized Signatory

**EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT**

The Contractor hereby agrees:

- (1) Not to discriminate against any employee or applicant for employment because race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, or handicap, except as is otherwise provided by law.
- (2) Implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the commission and approved by the City Council.
- (3) To include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.
- (4) To notify each labor organization or representative of employees with which said Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- (5) To submit to the City Manager and the City's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City Manager.
- (6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to, the following:
  - A. the overall size of the Contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
  - B. the type of the Contractor's operation, including the composition and structure of the Contractor's work force; and
  - C. the nature and cost of the accommodation needed.
 Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- (7) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
- (8) In the event of the Contractor's non-compliance with any provision, upon a finding of such non-compliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council may terminate or suspend or not renew, in whole or in part, this Contract.

Lyft Bikes and Scooters, LLC

Bidder's Name

DocuSigned by: 2/21/2023  
  
241C24B3867A48C

Bidder's Authorized Signatory Date

David Foster, President and CEO, Lyft Bikes and Scooters, LLC

Name and Title of Bidder's Authorized Signatory

**SUBCONTRACTOR'S LIST**

The following list provides the name of the prime contractor and their 1<sup>st</sup> tier subcontractors who shall perform the work about Solicitation ITB1038 and its resulting Contract. The general type of work to be performed and the approximate percentage of the total work per prime and 1<sup>st</sup> tier subcontractor shall be annotated. (Note: The prime contractor may be required to perform a percentage of the total work with their own forces as required in the proposal documents).

VENDOR NAME	MBE/DBE Select and enter number	TYPE of WORK	% of TOTAL WORK
Prime Contractor			
Lyft Bikes and Scooters, LLC		Bikeshare Equipment Supplier	100%
1 <sup>st</sup> Tier Subcontractors			
TOTAL % OF CONTRACT AMOUNT			100%

**Submitter Information (Party authorized to enter the Contract)**

NAME	David Foster
TITLE	President and CEO
COMPANY	Lyft Bikes and Scooters, LLC
SIGNATURE/DATE	DocuSigned by: 2/21/2023

DocuSigned by:  
David Foster  
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**BIDDER'S REFERENCE SHEET**

Bidders are required to provide at least three (3) references for work of similar sizes and scope included into this ITB. The contact information is to be current as of the date of the solicitation response. The City is not responsible for correcting the contact information provided. If the information is not accurate or if a reference is not reachable or does not return the contact request, that reference will not be included in the evaluation and the decision to award.

<b>Date(s) of Work</b>	<b>Contract Description</b>	<b>Contract Dollar Amount</b>	<b>Point of Contact: Current Address, Phone, Email</b>
2021 - Present	ECOBICI Bikeshare System	\$40M	Rogelio "Tirso" Navarro 5M2 S.A. de C.V. Av. Constituyentes 956 Lomas Altas Ciudad de México 11950 +52 55 2300 4035 tirso@grupoexpansion.com
2014 - Present	Divvy Bikeshare and Scooter- share System	N/A	Sean Weidel 30 N Lasalle St, #1100, Chicago, IL 60602 773-544-7576 sean.wiedel@cityofchicago.org
2011 - Present	Bluebikes Bikeshare Sytems	\$17M	Kim Foltz 1 City Hall Plz Room 721 Boston MA 02201 617-635-1470 kim.foltz@boston.gov

# **ATTACHMENT A:**

## **CITY OF ALEXANDRIA, VIRGINIA**

# City of Alexandria, Virginia (VA)



**The Seal of the City of Alexandria may not be used on any materials in response to this Invitation/Request without written permission from the Purchasing Agent, or unless the requirements of this Invitation/Request specifically call for the Seal to be incorporated in the response.**

## **STANDARD CONTRACT & PURCHASE ORDER TERMS & CONDITIONS (T&CS)**

**LAST UPDATED: DECEMBER 27, 2022**

**In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith-based organizations in the performance of its purchasing activity.**



## **NOTICE PROPRIETARY/CONFIDENTIAL INFORMATION**

Any records submitted to the City of Alexandria, VA (City) are available for inspection and copying upon request by any person or entity pursuant to the Virginia Freedom of Information Act. **Any records the vendor believes to be exempt from disclosure must be specifically identified by the vendor on the submitted documents. The vendor may designate documents as trade secrets or proprietary information exempt from disclosure when submitting documents; however, designating the entire submission, prices, or any portion of the submission that does not contain trade secrets or proprietary information is prohibited by Virginia law. The vendor agrees to indemnify and hold harmless the City for loss, cost or expense resulting in whole or in part from any such identification or any denial of inspection based thereon.**

### **DUE TO COVID CONCERNS**

All bids and proposals shall be made electronically. Submit them through the City's ERP system at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>. Bids/proposals sent by mail or by hand will not be accepted.

### **INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services to be furnished hereunder shall be made by the Contracting Officer & Contracting Officer Technical Representative (COTR).

### **PERFORMANCE**

Upon Contract award, an approved contract delivery schedule shall be mutually agreed upon and shall not be exceeded by the Contractor, except for reasonable causes of delay approved by the City. The City does not recognize any such approved delay to be the basis for additional fees on the part of the Contractor.

### **SECTIONS A-H – SPECIFIC SECTIONS MARKED FOR SPECIFIC TO SOLICITATIONS**

## **SECTION G - CONTRACT ADMINISTRATION**

### **G-1 DEFINITIONS**

- A. Best Value: means the overall combination of quality, price, and various elements of required services that in total is optimal relative to the City's needs. The best value process is used to select the most advantageous bid or offer by evaluating and comparing pre-established factors, including, but not limited to, quality, technical features, experience, and past performance, in addition to cost and price.
- B. Business Day: means any day other than a Saturday, Sunday, City holiday, or other day on which the City is closed.
- C. Business Hours: means business days from 8 a.m. to 5 p.m. excluding weekends and all City recognized holidays.
- D. Calendar Day: means any day in a year, from midnight to midnight, including weekends and holidays.
- E. Change Order: means any written alteration issued by the City directing the contractor to make a change in the specification, delivery point, and rate of delivery, period of performance, price, quantity, or other provision of the agreement.
- F. City Purchasing Agent or Purchasing Agent: means the Purchasing Agent of the City of Alexandria. The Purchasing Agent is the City's principal public purchasing official and is in charge of the Purchasing Division (Purchasing).
- G. Competitive Negotiation: means a formal method of source selection for a procurement as stated in the City Code which includes discussions between the City and an offeror on the basis of response to a RFP. Award is based on an evaluation of specified factors set forth in the RFP, and is made to the offeror whose proposal is determined to be the most advantageous to the City.
- H. Contract: means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award.
- I. Contracting Officer (CO): means the Purchasing authority who administers and makes related determinations and findings for City contracts as authorized by, and under the supervision of the Purchasing Agent.
- J. Contracting Officer's Representative (COR): means the duly employed Department Head of the using Department who serves as the CO's representative and shall manage awarded contracts for their Department.

- K. Contracting Officer's Technical Representative (COTR): means the City employee who serves as the COR's technical representative for the purposes of administering the contract. The COTR may designate one or more additional representatives to assist with contract administration.
- L. Holidays: means the City recognized holidays of: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day.
- M. Notice of Award (NOA): means a written notice by the City to the successful bidder or proposer stating that the bidder or proposer has been awarded a Contract.
- N. Notice of Intent to Award (NOI): means a written notice to the selected Contractor that upon submission and verification of Contract related documents (i.e. COI's, Bonds, etc.) the City intends to award a contract.
- O. Notice to Proceed (NTP): means a written notice from the City to the contractor directing the contractor to proceed with the work.
- P. Professional Services: means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, medicine, optometry or professional engineering.
- Q. Specific Rates of Compensation (Fixed Billable Rates) – means the Consultant is paid at an agreed and supported fixed hourly or daily rate for each employee classification directly engaged in the work. Such rates of pay include the Consultant's estimated cost, overhead and net fee.
- R. Subcontractor: means any individual, firm or organization, other than an employee of the contractor, who contracts with the contractor to furnish or who actually furnishes labor, materials, services or equipment, or any combination thereof to the contractor in connection with the Work.
- S. Task Order: means an order to the contractor(s) to render services or deliver products as ordered from time to time based on specified requirements placed against an established contract.
- T. Time Extension: means a written notice, signed by the Purchasing Agent, extending the contract period.
- U. Work: means the services required under the contract.

No authority to modify any provisions of the Contract is granted. Any deviation from the terms of the Contract must be submitted in writing for contractual action to the following Contracting Officer:

Wynndell Bishop, Purchasing Agent  
Contracting Officer  
100 North Pitt Street, Suite 301  
Alexandria, VA 22314  
P: 703-746-4697 / 703-746-4946  
E: Wynndell [Bishop@alexandriava.gov](mailto:Bishop@alexandriava.gov)  
Purchasing Team: [Procurement@alexandriava.gov](mailto:Procurement@alexandriava.gov)

Contract reference shall be used on all documents and correspondence concerning this Contract. After the award, all correspondence shall be coordinated through the designated CO & Assigned COTR for the Contract.

#### **G-4 PAYMENT TO CONTRACTOR-PAYMENTS**

##### **A. Payment Terms**

Payment will be made within **forty-five (45) days** after receipt of Contractor's invoice by the City (unless otherwise provided for in the Contract), provided that the COR has determined all Contract specifications have been complied with and that all Contract administration requirements have been met and accepted by the City.

##### **B. Partial Payments**

Schedule of Work must be submitted and approved in order to be eligible to obtain partial payment for Contract services. Partial payment will be authorized on a monthly basis for work completed the preceding month. At the end of each calendar month, the Contractor may submit an invoice marked "PARTIAL PAYMENT", in duplicate to the COTR to be processed for all work completed and accepted during that month. A final invoice marked "FINAL PAYMENT" shall also be submitted within thirty (30) days after completion of the Project.

##### **C. City's Right to Withhold Payment: The City may withhold payment to such extent as may be necessary to protect the City due to loss because of:**

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. Damage to the City or another contractor;
6. Reasonable evidence that the Work will not be completed within the Contract Period;
7. Persistent failure to carry out the Work in accordance with the Contract documents; or
8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor of any of its subcontractors.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H-1 LICENSURE**

In Virginia, professional services are regulated by the Department of Professional and Occupational Regulation (DPOR). <http://www.dpor.virginia.gov>. All firms, including branch offices located in Virginia, must meet DPOR requirements.

### **H-2 INSURANCE REQUIREMENTS**

The Contractor shall be required to maintain, in force, insurance as described below and approved by the City for the duration of the Contract. Insurance coverage shall be a Contract specific or occurrence based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable (excepting Professional Liability)**. Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **The City of Alexandria, VA, shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify and hold harmless the City against liability for damage arising out of the negligent acts, errors omissions, reckless or intentional wrongful conduct of the architect or professional engineer in performance of the Contract.

Insurance policies must be acceptable to the Contracting Officer, and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the Commonwealth of Virginia.

#### **A. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE**

At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the Commonwealth of Virginia, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.

#### **B. AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the Commonwealth of Virginia whether the vehicle is registered in Virginia or not.

**C. COMMERCIAL GENERAL LIABILITY REQUIREMENTS**

The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all Subcontractors with limits no less than:

1. \$2,000,000.00 Annual Aggregate
2. \$1,000,000.00 Per Occurrence
3. \$1,000,000.00 Products and Completed Operations
4. \$1,000,000.00 Personal and Advertising Injury

**D. PROFESSIONAL LIABILITY**

The Contractor shall purchase and maintain Professional Liability insurance in the amount of \$1,000,000.00 for this Contract. Professional Liability policy shall be maintained in force for a minimum of (3) three years following completion of the Contract.

**E. UMBRELLA LIABILITY COVERAGE**

\$2,000,000.00 Per Occurrence

**F. SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall also require all first-tier Subcontractors who will perform work under this Contract to procure and maintain Virginia statutory limits of Workers' Compensation insurance. The Contractor shall furnish the COR satisfactory evidence of Subcontractors' Insurance PRIOR to the Subcontractor starting work.

**SECTION I – CONTRACT CLAUSES**

**I-1 ETHICS IN PUBLIC CONTRACTING**

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. (Code §2.2-4367 et seq.), Alexandria City Code § 3-3-121 et seq.; the State and Local Government Conflict of Interest Act, Code of Virginia § 2.2-3100 et seq.; the Virginia Governmental Frauds Act, Code of Virginia § 18.2-498.1 et seq.; and Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, all as the same may be amended from time to time and are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

## **I-2 INDEPENDENT PRICING**

"THE OFFEROR CERTIFIES that:

- A. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other bidder or competitor relating to these prices;
- B. The prices in this offer have not been nor will be disclosed knowingly directly or indirectly to any other offeror or competitor before bid opening or Contract award unless otherwise required by law; and
- C. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition.

## **I-3 ASSIGNMENT**

- A. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- B. Any assignment or reassignment under this clause shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this Contract.

## **I-4 EQUAL EMPLOYMENT OPPORTUNITY**

- A. **Discrimination Prohibited:** The Contractor hereby agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. **Affirmative Action:** The Contractor hereby agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Alexandria City Code to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria (the "Commission") and approved by the City Council of the City of Alexandria.

- C. EOE Statement: The Contractor hereby agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.
- D. Notice to Labor Unions: The Contractor hereby agrees to notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- E. Reports to the City: The Contractor hereby agrees to submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the Administrator may request more frequent special reports of particular employers provided the Commission has found such employers to have violated any provision of Chapter 4 of Title 12 of the Alexandria City Code.
- F. Compliance with Federal Requirements Sufficient: Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- G. Accommodation of Disabled Workers: The Contractor hereby agrees to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- H. Reasonable Accommodations: For the purposes of this section, reasonable accommodation may include: (i) making facilities used by employees readily accessible to and usable by persons with a disability; and (ii) job restructuring, part-time or modified work schedules, the acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.
- I. Undue Hardship: In determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:
  - 1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities, and the size of the budget;
  - 2. The Contractor's type of operation, including the composition and structure of the Contractor's work force; and
  - 3. The nature and cost of the accommodation needed.
- J. Refusal to Employ: The Contractor may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.



- K. Subcontracts: The Contractor hereby agrees to include the provisions in Subsections A through J in every subcontract so that such provisions will be binding upon each subcontractor.
- L. Non-compliance: In the event of the Contractor's noncompliance with any provision of this equal employment opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

## **I-5 FEDERAL, STATE, AND LOCAL TAXES**

- A. Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the City, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the City is exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim exemption under, any tax exemption to which the City is entitled.
- B. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, except as provided at subpart C below, if a statute, court decision, written ruling, or regulation takes effect after the Contract Date, and:
  - 1. results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property as of the Contract date, the Contract price shall be increased by the amount of such tax or duty or rate increase actually paid by the Contractor, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or
  - 2. results in the Contractor not being required to pay any such Federal excise tax or duty which would otherwise have been payable on such transactions or property as of the Contract date or which was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief refund, or drawback, or that amount shall be paid to the City. The Contract price shall be similarly decreased if the Contractor, through its fault or negligence or its failure to follow instructions of the City, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- C. Paragraph (B) above shall not be applicable to social security taxes or to any other employment tax.
- D. No adjustment of less than \$100 shall be made in the Contract price pursuant to paragraph (B) above.

- E. As used in paragraph (B) above, the term "Contract Date" means the date set for bid opening, or if this is a negotiated contract, the Contract Date. As to additional supplies or services procured by modification to this Contract, the term "Contract Date" means the date of such modification.
- F. The Contractor shall promptly notify the City of matters which will result in either an increase or decrease in the Contract price, and shall take action with respect thereto as directed by the City.

**I-6 INDEMNIFICATION**

- A. To the extent permitted by law, the Contractor shall indemnify and save the City harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against the City, its agents and employees, or which the City may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or Subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.
- B. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts with respect to any and all claims against the City or any of their agents or employees or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**I-7 CHOICE OF LAW; VENUE**

This Contract is governed by the applicable provisions of the Alexandria City Code and the laws of the Commonwealth of Virginia. Any actions arising out of this Contract shall only be brought in the Circuit Court for the City of Alexandria, Virginia.

**I-8 COMPLIANCE WITH APPLICABLE LAW**

The offeror hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to payment of any monies due and owing the Commonwealth of Virginia, or any department of unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

- C. It shall comply with §40.1-29 section 11-4.6 of the Code of Virginia regarding non-payment of wages.
- D. It shall comply with all Federal, State, and Local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- E. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- F. Contractors are expected to be familiar with and comply with all Federal, State, and Local Laws, Ordinances, Codes, and Regulations that may in any way affect the service offered. Ignorance on the part of the Contractor will in no way relieve it from responsibility for compliance.

**I-9 SEVERABILITY**

In the event any portion of this solicitation/Contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the City to sever only the invalid portion or provision, and that the remainder of the solicitation/Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/Contract, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the City in entering into this solicitation/Contract.

**I-10 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the City and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

**I-11 ASSIGNMENT OF RISK**

The Contractor shall bear all risk of loss with respect to all materials, improvements, and property until final acceptance, by the City, of the Work.

**I-12 ORAL MODIFICATION**

No oral statements of any person whosoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

**I-13 CLAIMS AND DISPUTES**

- A. Claims: Contractual claims shall be submitted in writing not later than sixty (60) calendar days after the date of the final payment, provided however, that any claim not expressly reserved by the Contractor at the time of final payment, shall be deemed to be forever waived and released.

No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the work upon which the claim is based. Written notice of the Contractor's intention to file a claim shall not be sufficient unless Contractor complies with each of the following:

1. The Contractor shall, within five (5) business days after the occurrence of the event giving rise to such claim or the beginning of the work upon which the claim is based, deliver to the Purchasing Agent and the Contracting Officer's Technical Representative written notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.
  2. Within twenty (20) business days after delivering such notice, the Contractor shall deliver to the Purchasing Agent and the Contracting Officer's Technical Representative a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed to be waived.
  3. The Purchasing Agent or its designee shall make a determination of the claim within fifteen (15) business days after receipt of the itemized breakdown described in subparagraph 2. above, which decision shall be the final determination of the City.
- B. Continuation of Work: The filing of a claim by the Contractor does not relieve the Contractor from their contractual duties relevant to the unaffected portion of the Work. The Contractor shall follow the City's direction concerning the Work, both under claim and unaffected.
- C. Claims against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.
- D. Disputes: Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Code of the City of Alexandria, as it may be amended from time to time.

#### **I-14 PROCEDURES FOR SUBMITTING A BID OR PROPOSAL**

- A. The bidder/proposer shall review and comply with the requirements of the bid/proposal and ensure that all required information is provided and required forms are executed and returned with its bid/proposal.
- B. A bid/proposal shall contain the original signature of an individual who is authorized to bind the bidder/proposer. The original signature shall be provided on all bid/proposal documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable, except in cases where the bidder/proposer submits its bid through the City's ERP system.

## **I-15 WITHDRAWAL OF BID OR PROPOSAL**

### **A. BIDS:**

1. A bidder may withdraw its bid from consideration at any time prior to the bid opening by notifying the Contracting Officer in writing of such withdrawal.
2. Subsequent to the commencement of the bid opening procedure, a bidder may withdraw its bid from consideration if the price bid was substantially lower than other bids due solely to a mistake therein, provided: (i) that the bid was submitted in good faith; (ii) that the mistake was a clerical mistake as opposed to a mistake in judgment and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid; and (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Contracting Officer's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
3. The bidder shall give notice in writing of their claim of right to withdraw within two (2) business days of the conclusion of the bid opening procedure and shall submit original work papers, documents, and materials with such notice. The bidder shall submit the notice and documents to the Contracting Officer.

### **B. PROPOSALS:**

1. A proposer may withdraw its proposal from consideration at any time prior to the submission due date and time by notifying the Contracting Officer in writing of such withdrawal.

## **I-16 LATE BIDS OR PROPOSALS**

All submissions must be received by the due date and time stated herein. The City will not accept any bid/proposal received after the deadline.

## **I-17 PROTESTS AND APPEALS**

Information regarding protests and appeals is provided in Article G, Chapter 3, and Title 3 of the Alexandria City Code.

## **I-18 TERMINATION**

- A. Non-Appropriation of Funds: This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract.

In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.

- B. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) calendar days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of:
1. The actual cost of any work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus ten percent (10%), or
  2. The pro rata percentage of completion based upon the Schedule of Values plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof.
- C. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Section I-21, insofar as they pertain to amounts claimed to be due hereunder.
- D. Termination for Default:
1. The parties agree that:
    - a) If the Contractor fails to begin the work when required to do so; or
    - b) If, at any time during the progress of the work, the City determines that the Contractor is not prosecuting the work with reasonable speed and diligence, or is delaying the work unreasonably or unnecessarily; or
    - c) If the force of workmen or the quality or quantity of material furnished is not sufficient to insure completion of the work within the Contract period and in accordance with the Contract documents; or
    - d) If the Contractor fails to make prompt payments to suppliers or to subcontractors for the work performed in connection with this Contract; or
    - e) If the Contractor fails in any manner of substance to observe the provisions of this Contract; or
    - f) If any of the work, machinery, or equipment is defective and is not replaced as herein provided; then the City, without prejudice to any other rights or remedies it may have hereunder, shall have the right to declare the Contractor in default in whole or in part. In the event the City elects to declare the Contractor in default, the City shall notify the Contractor and its sureties by written notice describing the nature of the default and

providing the Contractor a right to cure such default within ten (10) calendar days after the date of the notice, or within such longer period as the City, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the City, the City shall have the right to take any actions necessary to correct or complete the work, provided however, that if the Contractor is declared to be in default under this paragraph more than twice during the course of performance of this Contract, then upon the third or subsequent such default, the City may proceed to terminate the Contract without further notice to the Contractor or the surety, whether such prior default(s) shall have been cured.

2. The parties further agree that:
  - a) If legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and to potentially subject the City to the peril of litigation or outside claims; or
  - b) If the Contractor is adjudicated bankrupt or makes an assignment for the benefit of creditors; or
  - c) If in any proceeding instituted by or against the Contractor, an order is made or entered granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or
  - d) If a receiver or trustee is appointed for the Contractor or the Contractor's property; or
  - e) If this Contract or any part hereof is sublet without the prior written consent of the City; or
  - f) If this Contract or any rights, monies, or claims hereunder are assigned in whole or in part by the Contractor, otherwise than as herein specified; or
  - g) If the work to be done under this Contract is abandoned; then, without prejudice to any other rights or remedies the City may have, the City shall have the right to terminate this Contract immediately, upon written notice to the Contractor.
3. Immediately, but no later than three (3) business days after receipt of notice of termination under subparagraphs (A) or (B) of this section, the Contractor shall discontinue all further operations in connection with the work, or such specified part thereof, and shall immediately vacate the site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.
4. If the Contractor defaults or neglects to perform the work in accordance with the Contract documents and fails within a three (3) business days period after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may, without prejudice to the other rights the City may have, correct such defaults or deficiencies by such means and in such manner, by contract with or without public letting, or otherwise as it may deem advisable, utilizing for such purpose without additional cost to the City such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable and may take any or all of the following actions:

- a) Delete part or parts of the work from this Contract and contract to have it performed by others;
  - b) Supplement the Contractor's work force;
  - c) Withhold payments due the Contractor and use such payments to satisfy any claims for monies owed by the Contractor in connection with the project, in accordance with section G-4;
  - d) Replace or repair any defective work, machinery or equipment; or
  - e) Terminate the Contractor.
5. The Contractor and its sureties shall bear all costs associated with completing or correcting the work, including without limitation, the cost of re-letting, the amount of any liquidated damages, and any and all costs incurred in connection with the actions listed in this section. Any costs incurred in connection with completing or correcting the work shall be deducted from the amounts then or thereafter due the Contractor. In the event such amounts are not sufficient to cover the costs incurred in connection with completing or correcting the work, the Contractor and its surety shall pay to the City the amount of any deficiency.
- E. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

## **I-19 SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH**

The City is committed to increase the opportunity for utilization of small, minority and women owned business in all aspects of procurement and have adopted a policy for increasing that participation. This policy is set forth in Sections 3-3-111 and 12-4-6 of the Code of the City of Alexandria. The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its program.

## **I-20 DRUG-FREE WORKPLACE**

- A. Drug-Free Workplace: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the



Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. Definition: For the purposes of this Section, “drug-free workplace” means a site for the performance of work done in connection with this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

## **I-21 AUDIT AND PRICE ADJUSTMENT**

- A. Audit: All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following final payment (the “Audit Period”). Such records, reports and documents shall be subject to review and audit by City and the City’s consultants or auditors at mutually convenient times.
- B. Price Adjustment for Defective Cost and Pricing Data: If any price, including profit or fee, negotiated in connection with this Contract or any change order or modification under this Contract, was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

## **I-22 SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES**

This Contract shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Contract.

## **I-23 ROYALTIES AND PATENTS**

The Contract sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and hold harmless the City and the architect, their officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City and the architect, their officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the work.

**I-24 SURVIVAL**

Any provision of the Contract that contemplates performance subsequent to any termination or expiration of the Contract shall survive any termination or expiration of the Contract and shall remain in full force and effect according to their terms.

**I-25 NON-WAIVER**

The failure of the Contractor or the City to exercise any right, power or option arising under this Contract or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof or a waiver by the Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

**I-26 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

During the performance of any Work, the Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

**I-27 NOTICE**

- A. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this section “writing” shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
- B. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's office at the Project or to the business address of the Contractor as stated in the Contract Documents. If delivered in person to the Contractor, written Notice shall be served on the Contractor's foreman or superintendent for the Project, or any officer or director of the Contractor.
- C. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Contracting Officer's Technical Representative, with a copy to the Contracting Officer.

**I-28 WAIVER OF INFORMALITIES**

The City reserves the right to waive informalities. The Purchasing Agent shall have the sole discretion and judgment to determine if a Bid/proposal is responsive and whether an error in or an omission of any Bid/Proposal requirement from a Bid/Proposal is material.

**I-29 BID OR PROPOSAL SUBMISSION AND PRESENTATION COSTS**

The City shall not be liable in any way for any costs incurred by any Bidder/Proposer in the preparation or submission of its Bid/Proposal or its participation in any discussion, presentation, negotiation, or meeting regarding its Bid/Proposal or the solicitation.

**I-30 COMPLIANCE WITH THE BID OR PROPOSAL**

- A. It is the responsibility of each Bidder/Proposer to thoroughly examine the documents and other related data identified in the solicitation before submitting a Bid/Proposal in response to the solicitation.
- B. Bidder/Proposer shall ensure that their submission complies with all the requirements of the solicitation. Any submission that is not in strict compliance with all provisions of the solicitation may be deemed non-responsive and disqualified.

**I-31 CONDITIONAL BIDS OR PROPOSALS**

Bidders/Proposers are cautioned not to take exception to the solicitation requirements. Taking exception to any solicitation requirements may result in a conditional Bid/Proposal. A conditional Bid/Proposal may be rejected in whole or in part.

**I-32 ENTIRE AGREEMENT**

The Contract Documents constitute the entire agreement among the parties pertaining to the work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

**SECTION J - LIST OF EXHIBITS**

The solicitation incorporates the following exhibits and documents as part of this solicitation:

- J-1** Contract Award / Modification Form
- J-2** Required Information Form
- J-3** Certified Statement of Non-Collusion Form
- J-4** Disclosure relating to City Officials and Employees
- J-5** Equal Employment Opportunity Agreement
- J-6** No Bid Form
- J-7** Sub-Contractor's List
- J-8** Vendor Reference Sheet

**J-9** City of Alexandria Purchase Order Standard Terms and Conditions

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K-1 VENDOR REGISTRATION – CITY ERP SYSTEM**

The Proposer shall be registered on the City’s ERP system through the Vendor Self Service (VSS). Failure to complete the required registration prior to submitting a bid or proposal may be a basis for rejection of an offer. Successful vendor must complete the following registration to be eligible for Contract award and to receive grant funding (if applicable).

- A. Registered with City as an active vendor by completing the Vendor Self Service (VSS) registration on the City’s ERP system located at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>.
- B. If the Vendor is a Small, Women-owned, or Minority-owned (SWaM) business and is registered with the Commonwealth of Virginia, provide the Vendor’s Virginia SWaM certification documentation with the registration on the City’s VSS. To register as a SWaM business with the Commonwealth of Virginia, go the website for the Virginia Department of Small Business and Supplier Diversity, located at <https://www.sbsd.virginia.gov/>.

## Exhibit C - Contract Pricing

ITB1038

<b>TABLE A-1</b>				
<b>UNIT PRICING PER SECTION - C</b>				
<b>REQUIRED ITEMS – ALL ITEMS REQUIRED</b>				
<b>REQUIRED ITEMS</b>		<b>UNIT PRICE</b>	<b>NUMBER OF UNITS FOR BULK PRICING</b>	<b>BULK UNIT PRICE</b>
<b>PRICING for REQUIRED ITEMS</b>				
<b>A. Complete Stations:</b>				
1	Complete Station with Map Frame, 12 docks (linear)	\$ 31,342	25	\$ 30,401
2	Complete Station with Map Frame, 13 docks (linear)	\$ 32,792	25	\$ 31,807
3	Complete Station with Map Frame, 14 docks (linear)	\$ 33,665	25	\$ 32,655
4	Complete Station with Map Frame, 15 docks (linear)	\$ 35,401	25	\$ 34,339
5	Complete Station with Map Frame, 16 docks (linear)	\$ 37,137	25	\$ 36,022
6	Complete Station with Map Frame, 17 docks (linear)	\$ 38,307	25	\$ 37,157
7	Complete Station with Map Frame, 18 docks (linear)	\$ 39,461	25	\$ 38,277
8	Complete Station with Map Frame, 19 docks (linear)	\$ 41,197	25	\$ 39,960
9	Complete Station with Map Frame, 20 docks (linear)	\$ 42,933	25	\$ 41,644
10	Complete Station with Map Frame, 21 docks (linear)	\$ 44,859	25	\$ 43,512
11	Complete Station with Map Frame, 22 docks (linear)	\$ 45,257	25	\$ 43,898
12	Complete Station with Map Frame, 23 docks (linear)	\$ 46,992	25	\$ 45,582
13	Complete Station with Map Frame, 24 docks (linear)	\$ 48,728	25	\$ 47,266
14	Complete Station with Map Frame, 25 docks (linear)	\$ 49,898	25	\$ 48,401
15	Complete Station with Map Frame, 26 docks (linear)	\$ 51,052	25	\$ 49,520

16	Complete Station with Map Frame, 27 docks (linear)	\$ 52,788	25	\$ 51,204
17	Complete Station without Map Frame, 12 docks (linear)	\$ 28,260	25	\$ 27,422
18	Complete Station without Map Frame, 15 docks (linear)	\$ 32,318	25	\$ 31,360
19	Complete Station without Map Frame, 19 docks (linear)	\$ 38,110	25	\$ 36,982
20	Complete Station without Map Frame, 23 docks (linear)	\$ 43,902	25	\$ 42,603
<b>TOTAL PRICE OF GROUP A</b>		\$ 814,399		
<b>B. Platform with Dock(s):</b>				
21	A Platform for 1 dock (linear) with complete dock and cables	\$ 1,732	300	\$ 1,681
22	A Platform for 2 docks (linear) with complete docks and cables	\$ 3,180	300	\$ 3,084
23	A Platform for 3 docks (linear) with complete docks and cables	\$ 4,912	300	\$ 4,765
24	A Platform for 4 docks (linear) with complete docks and cables	\$ 6,203	300	\$ 6,016
<b>TOTAL PRICE OF GROUP B</b>		\$ 16,027		
<b>C. Platform without Dock(s):</b>				
25	Platform for 1 dock (linear)	\$ 520	50	\$ 504
26	Platform for 2 docks (linear)	\$ 755	50	\$ 732
27	Platform for 3 docks (linear)	\$ 1,275	50	\$ 1,237
28	Platform for 4 docks (linear)	\$ 1,355	50	\$ 1,314
29	Platform for 1 dock (alternate)	\$ 1,087	50	\$ 1,054
30	Platform for 4 docks (alternate)	\$ 1,193	50	\$ 1,157
31	Platform for 8 docks (alternate)	\$ 1,825	50	\$ 1,770
32	Platform for 1 dock (90-degree left)	\$ 701	50	\$ 680
33	Platform for 1 dock (90-degree right)	\$ 701	50	\$ 680
34	Platform for map frame	\$ 520	50	\$ 504
<b>TOTAL PRICE OF GROUP C</b>		\$ 9,932		
<b>D. Kiosk:</b>				
35	Solar-powered kiosk	\$ 10,039	25	\$ 9,738
<b>TOTAL PRICE OF GROUP D</b>		\$ 10,039		
<b>E. Map frame:</b>				
36	Map frame (static display)	\$ 2,550	50	\$ 2,474
<b>TOTAL PRICE OF GROUP E</b>		\$ 2,550		
<b>F. Miscellaneous supplies:</b>				
37	Battery for the kiosk	\$ 244	25	\$ 236

38	Customer key	\$ 3	3,000	\$ 2.60
39	End plate	\$ 92	50	\$ 76
40	Platform alignment pins	\$ 70	50	\$ 55
41	Station paper	\$ 149	50	\$ 139
42	Kiosk motherboard (e.g., "ECO board")	\$ 1,283	25	\$ 1,219
43	Kiosk motherboard retrofit kit	\$ 3,860	25	\$ 3,550
44	Hardwired station retrofit	\$ 8,950	-	\$ -
<b>TOTAL PRICE OF GROUP F</b>		\$ 14,651		
<b>G. Bikes:</b>				
45	Pedal Bicycle (as defined in section C-3.C.4), not including the features that have been deemed optional	\$ 1,095	-	\$ -
46	Hybrid electric-assist Bicycle ("E-bike") (as defined in section C-3.C.5), not including the features that have been deemed optional	\$ 3,498	-	\$ -
<b>TOTAL PRICE OF GROUP G</b>		\$ 4,593		
<b>TOTAL PRICE OF ALL REQUIRED ITEMS (Line item numbers 1 - 46)</b>		\$ 872,191		

<b>TABLE A-2</b>				
<b>UNIT PRICING PER SECTION C</b>				
<b>OPTIONAL ITEMS</b>				
	<b>OPTIONAL ITEMS</b>	<b>UNIT PRICE</b>	<b>NUMBER OF UNITS FOR BULK PRICING</b>	<b>BULK UNIT PRICE</b>
<b>PRICING for OPTIONAL ITEMS</b>				
<b>H. Platform without Dock(s):</b>				
47	Complete Station without Map Frame, 12 docks (linear) with hot-dip galvanized Platforms	\$		\$
48	Complete Station without Map Frame, 15 docks (linear) with hot-dip galvanized Platforms	\$		\$
49	Complete Station without Map Frame, 19 docks (linear) with hot-dip galvanized Platforms	\$		\$
50	Complete Station without Map Frame, 23 docks (linear) with hot-dip galvanized Platforms	\$		\$
<b>TOTAL PRICE OF GROUP H</b>		\$		

<b>I. Kiosk:</b>				
51	Solar-powered kiosk with printer	\$		\$
52	Hard-wired kiosk	\$		\$
53	Hard-wired kiosk with printer	\$		\$
54	Hard-wired kiosk with charging for other transport modes	\$		\$
55	Retrofit to hardwire a solar-powered kiosk	\$		\$
<b>TOTAL PRICE OF GROUP I</b>		\$		
<b>J. Map Frame:</b>				
56	Map frame (dynamic display)	\$		\$
<b>TOTAL PRICE OF GROUP J</b>		\$		
<b>K. Miscellaneous Supplies:</b>				
57	Platform hole cover	\$		\$
<b>TOTAL PRICE OF GROUP K</b>		\$		
<b>L. Bikes:</b>				
58	Pedal Bicycle with the capability to be locked and released by a customer to a bike rack when the nearest station is full	\$		\$
59	Pedal Bicycle with automatic gear shifting	\$		\$
60	Pedal Bicycle with GPS-enabled for tracking user routes and/or setting up a geo-fence for overflow check-in	\$		\$
61	Pedal Bicycle with alternative front or rear rack configurations	\$		\$
62	Pedal Bicycle with a lighter weight in the 30 – 40 pound range	\$		\$
63	E-bike with space for advertising and/or sponsorship	\$		\$
64	E-bike with automatic gear shifting	\$		\$
65	E-bike that is GPS-enabled for tracking user routes and/or setting up a geo-fence for overflow check-in	\$		\$
66	E-bike with alternative front or rear rack configurations	\$		\$
<b>TOTAL PRICE OF GROUP L</b>		\$		
<b>TOTAL PRICE OF ALL OPTIONAL ITEMS (Line Item numbers 47 - 66)</b>		\$		



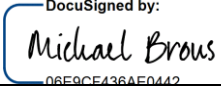
**CITY OF ALEXANDRIA, VA**  
**CITY OF ALEXANDRIA, VA CODE TITLE 3, CHAPTER 3**

<b>MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT NAME</b> <b>Cooperative Procurement: Capital Bikeshare Equipment</b>		<b>PAGE</b> <b>1</b>	<b>OF PAGE(S)</b> <b>2</b>
<b>2 MODIFICATION NO</b> <b>001</b>		<b>3 EFFECTIVE DATE</b> <b>March 7, 2024</b>		<b>4 REQUISITION PURCHASE REQ NO</b> <b>24828</b>	
<b>6 ISSUED BY</b>  PURCHASING DIVISION 100 N. PITT ST., SUITE NO. 301 ALEXANDRIA, VA 22314		<b>7 ADMINISTERED BY (If other than item 6)</b>			
<b>8 NAME AND ADDRESS OF CONTRACTOR (No., Town, County, State and ZIP Code)</b>  <b>Lyft Bikes and Scooters, LLC</b> <b>C/O Michael Brous, CEO</b> <b>185 Berry Street, Suite 400</b> <b>San Francisco, CA 94107</b> <a href="mailto:Transit@Lyft.com">Transit@Lyft.com</a>			<b>9A AMENDMENT OF SOLICITATION NO</b>		
			<b>9B DATED (SEE ITEM 11)</b>		
			<b>10A MODIFICATION OF CONTRACT NO</b> <b>ITB1038 / 2731</b>		
			<b>10B DATED (SEE ITEM 13)</b> <b>May 10, 2023</b>		
<b>11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.					
Offers must acknowledge receipts of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: a.) by completing Items 8 and 15 and returning <b>one (1)</b> copy of the amendment or b.) by acknowledging receipt of this amendment on each copy of the offer submitted. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted such change may be made by the process identified in the solicitation.					
<b>12 ACCOUNTING AND APPROPRIATION DATA (If required)</b>					
<b>13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
<input type="checkbox"/> A THIS CHANGE IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/> B THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation date, etc.) SET FORTH IN ITEM 14. <input type="checkbox"/> C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF <input checked="" type="checkbox"/> D OTHER (Specify type of modification and authority) Purchasing Policies and Procedures					
<b>E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.</b>					
<b>14 DESCRIPTION OF MODIFICATION</b>					
This Modification No. 001 adds fifty (50) bikeshare equipment items at the stated prices, listed in the attached rate card, to the contract, at the request of the member jurisdictions.  <p align="center"><b>All other terms and conditions remain unchanged.</b></p>					
<b>15A NAME AND TITLE OF SIGNER (type or print)</b>  Michael Brous, CEO			<b>16A NAME AND TITLE OF CONTRACTING OFFICER (type or print)</b>  Peter Tomaselli, CPPB, Contract Specialist III		
<b>15B CONTRACTOR</b>  DocuSigned by: <i>Michael Brous</i>		<b>15C DATE SIGNED</b>  March 13, 2024		<b>16B CITY OF ALEXANDRIA, VA BY</b>  <i>Peter Tomaselli</i>	
(Signature of person authorized to sign)				<b>16C DATE SIGNED</b>  3/14/24	
				(Signature of Contracting Officer)	

Item	Unit Price	Number of Units for Bulk	Bulk Unit Price	
<b>Pillar Dock Stations</b>				
1	Station with Map Frame, without Kiosk, 11 Pillar docks (linear)	21195	25	20559
2	Station with Map Frame, without Kiosk, 12 Pillar docks (linear)	22890	25	22203
3	Station with Map Frame, without Kiosk, 13 Pillar docks (linear)	24585	25	23847
4	Station with Map Frame, without Kiosk, 14 Pillar docks (linear)	26280	25	25491
5	Station with Map Frame, without Kiosk, 15 Pillar docks (linear)	27975	25	27135
6	Station with Map Frame, without Kiosk, 16 Pillar docks (linear)	29670	25	28779
7	Station with Map Frame, without Kiosk, 17 Pillar docks (linear)	31365	25	30424
8	Station with Map Frame, without Kiosk, 18 Pillar docks (linear)	33060	25	32068
9	Station with Map Frame, without Kiosk, 19 Pillar docks (linear)	34755	25	33712
10	Station with Map Frame, without Kiosk, 20 Pillar docks (linear)	36450	25	35356
11	Station with Map Frame, without Kiosk, 21 Pillar docks (linear)	38145	25	37000
12	Station with Map Frame, without Kiosk, 22 Pillar docks (linear)	39840	25	38644
13	Station with Map Frame, without Kiosk, 23 Pillar docks (linear)	41535	25	40288
14	Station with Map Frame, without Kiosk, 24 Pillar docks (linear)	43230	25	41933
15	Station with Map Frame, without Kiosk, 25 Pillar docks (linear)	44925	25	43577
16	Station with Map Frame, without Kiosk, 26 Pillar docks (linear)	46620	25	45221
17	Station with Map Frame, without Kiosk, 27 Pillar docks (linear)	48315	25	46865
18	Station without Map Frame or Kiosk, 11 Pillar docks (linear)	18645	25	18085
19	Station without Map Frame or Kiosk, 12 Pillar docks (linear)	20340	25	19729
20	Station without Map Frame or Kiosk, 13 Pillar docks (linear)	22035	25	21373
21	Station without Map Frame or Kiosk, 14 Pillar docks (linear)	23730	25	23018
22	Station without Map Frame or Kiosk, 15 Pillar docks (linear)	25425	25	24662
23	Station without Map Frame or Kiosk, 16 Pillar docks (linear)	27120	25	26306
24	Station without Map Frame or Kiosk, 17 Pillar docks (linear)	28815	25	27950
25	Station without Map Frame or Kiosk, 18 Pillar docks (linear)	30510	25	29594
26	Station without Map Frame or Kiosk, 19 Pillar docks (linear)	32205	25	31238
27	Station without Map Frame or Kiosk, 20 Pillar docks (linear)	33900	25	32883
28	Station without Map Frame or Kiosk, 21 Pillar docks (linear)	35595	25	34527
29	Station without Map Frame or Kiosk, 22 Pillar docks (linear)	37290	25	36171
30	Station without Map Frame or Kiosk, 23 Pillar docks (linear)	38985	25	37815
31	Station without Map Frame or Kiosk, 24 Pillar docks (linear)	40680	25	39459
32	Station without Map Frame or Kiosk, 25 Pillar docks (linear)	42375	25	41103
33	Station without Map Frame or Kiosk, 26 Pillar docks (linear)	44070	25	42747
34	Station without Map Frame or Kiosk, 27 Pillar docks (linear)	45765	25	44392
<b>Classic Dock Stations</b>				
35	Complete Station with Map Frame, 11 docks (linear)	29540	25	28653
36	Complete Station without Map Frame, 11 docks (linear)	26458	25	25664
37	Complete Station without Map Frame, 13 docks (linear)	28714	25	27852
38	Complete Station without Map Frame, 14 docks (linear)	30516	25	29600
39	Complete Station without Map Frame, 16 docks (linear)	34120	25	33096
40	Complete Station without Map Frame, 17 docks (linear)	35498	25	34433
41	Complete Station without Map Frame, 18 docks (linear)	37230	25	36113
<b>Platforms with Pillar docks</b>				
42	A Platform for 1 Pillar dock (linear) with complete dock	1695	300	1644
43	A Platform for 4 Pillar docks (linear) with 4 complete docks	6780	300	6576
<b>Platform with Map frame</b>				
44	Map Frame with associated Pillar platform	2855	25	2769
<b>Misc Supplies</b>				
45	<del>45</del> OEM or equal Hybrid electric-assist Bicycle battery, 986 watt-hours or similar (compatible with the hybrid electric-assist bicycle)	495		
46	<del>46</del> 7" LCD that is compatible with existing kiosks of the requisite Member Jurisdictions	200	50	180
47	<del>47</del> Upper door that is compatible with existing kiosks of the requisite Member Jurisdictions	303	50	272
48	<del>48</del> Lower door that is compatible with existing kiosks of the requisite Member Jurisdictions	221	50	198
49	<del>49</del> Credit Card Reader that is compatible with existing kiosks of the requisite Member Jurisdictions	228	50	205
50	<del>50</del> Replacement Lock that is compatible with existing kiosks of the requisite Member Jurisdictions	99	50	90

P.A.T.

## CITY OF ALEXANDRIA, VA CODE TITLE 3, CHAPTER 3

MODIFICATION OF CONTRACT		1. CONTRACT NAME <b>Cooperative Procurement: Capital Bikeshare Equipment</b>		PAGE <b>1</b>	OF PAGE(S) <b>1</b>
2. MODIFICATION NO. <b>002</b>		3. EFFECTIVE DATE <b>MAY 09, 2024</b>		4. REQUISITION/PURCHASE REQ. NO. <b>24828</b>	
5. PROJECT NO. (If applicable) <b>N/A</b>		6. ISSUED BY  PURCHASING DIVISION 100 N. PITT ST., SUITE NO. 301 ALEXANDRIA, VA 22314		7. ADMINISTERED BY (If other than item 6) DEPARTMENT OF TRANSPORTATION AND ENVIRONMENTAL SERVICES – Division of Mobility Services 301 KING STREET, SUITE 235 ALEXANDRIA, VA 22314	
8. NAME AND ADDRESS OF CONTRACTOR (No., Town, County, State and ZIP Code)  <b>Lyft Bikes and Scooters, LLC</b> <b>C/O Michael Brous, President and CEO</b> <b>185 Berry Street, Suite 400</b> <b>San Francisco, CA 94107</b> <a href="mailto:Transit@Lyft.com">Transit@Lyft.com</a>			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT NO. <b>ITB1038 / 2731</b>		
			10B. DATED (SEE ITEM 13) <b>May 10, 2023</b>		
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<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) <b>Purchasing Policies and Procedures</b>					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
14. DESCRIPTION OF MODIFICATION:  This Modification renews the above referenced contract from May 10, 2024, through May 09, 2025. There are three (3) renewal options remaining.  <b>All other terms and conditions remain unchanged.</b>					
15A. NAME AND TITLE OF SIGNER (type or print)  <b>Michael Brous, President and CEO</b>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  <b>Peter Tomaselli, CPPB, Contract Specialist III</b>		
15B. CONTRACTOR  DocuSigned by:  06E9CE436AE0442 (Signature of person authorized to sign)		15C. DATE SIGNED  <b>May 15, 2024</b>	16B. CITY OF ALEXANDRIA, VA BY  <b>Peter Tomaselli</b> Digitally signed by Peter Tomaselli Date: 2024.05.15 13:08:12 -04'00'		16C. DATE SIGNED
			(Signature of Contracting Officer)		