



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

CONTRACT AWARD COVERPAGE

TO: LYFT BIKES AND SCOOTERS, LLC
185 BERRY STREET
SUITE 400
SAN FRANCISCO, CA 94107

DATE ISSUED: DECEMBER 11, 2023
CONTRACT NO: 23-DES-R-619
CONTRACT TITLE: CAPITAL BIKESHARE EQUIPMENT

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-R-619 including any attachments or amendments thereto.

EFFECTIVE DATE: DECEMBER 6, 2023

EXPIRES: MAY 9, 2024

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

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-DES-R-619

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Mickey Warner

VENDOR TEL. NO.: (415) 226-9162

EMAIL ADDRESS: cabi-mangers@lyft.com; lbs-legal@lyft.com

COUNTY CONTACT: Jim Larson, DES-Transportation

COUNTY TEL. NO.: (703) 228-3275

COUNTY CONTACT EMAIL: jlarsen@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Cynthia Davis Assistant Purchasing Assistant December 11, 2023



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

RIDER AGREEMENT NO. 23-DES-R-619

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Lyft Bikes and Scooters, LLC ("Contractor"), a Delaware corporation with a place of business at 185 Berry Street, Suite 400, San Francisco, CA 94107, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; Exhibit A – City of Alexandria, Virginia, Contract 2731, together with any exhibits and amendments; and Exhibit B – Arlington County's Terms and Conditions (collectively, "Contract Documents"). 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.

2. COUNTERPARTS

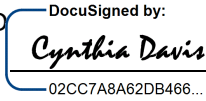
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all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

Signatures Appear on the Following Page.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LYFT BIKES AND SCOOTERS, LLC

AUTHORIZED SIGNATURE: 
02CC7A8A62DB466...

AUTHORIZED SIGNATURE: 
1A0FFCD9B59A44F...

NAME: Cynthia Davis

NAME: Michael Brous

TITLE: Assistant Purchasing Agent

TITLE: President and CEO

DATE: 12/11/2023

DATE: 12/6/2023

EXHIBIT A

CITY of ALEXANDRIA, VA ("CITY")

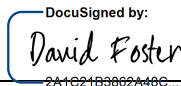
SOLICITATION, OFFER AND AWARD				1. Cooperative Procurement: Capital Bikeshare Equipment				PAGE 1		OF PAGE(S) 55		
2. CONTRACT NO.		3. SOLICITATION NO. ITB1038		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (ITB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/22/2022		6. PROCUREMENT REQUEST NO. 24828				
7. ISSUED BY: Purchasing Division 100 North Pitt Street, Suite No. 301 Alexandria, VA 22314						8. Submission Instructions: Via City's ERP System at: https://service.alexandriava.gov/MSS/Vendors/default.aspx Bids shall only be submitted electronically.						
Issued pursuant to City Code Title 3, Chapter 3 and Virginia Code Title 2.2, Chapter 43 SOLICITATION												
9. Sealed bids for furnishing the goods or services in the Schedule will be received at the place specified in item 8, until: 3:00 P.M., prevailing local time, on February 22, 2023. 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.												
10. FOR INFORMATION CONTACT:			A. NAME: Chris Smith, Contract Specialist II Chris.Smith@alexandriava.gov					B. TELEPHONE NO. (Including area code) (NO COLLECT CALLS): 703-746-3882				
11. TABLE OF CONTENTS												
(X)	SEC.	DESCRIPTION			PAGE (S)	(X)	SEC.	DESCRIPTION			PAGE (S)	
PART I – THE SCHEDULE						PART II – CONTRACT CLAUSES						
X	A.	SOLICITATION/CONTRACT FORM			1-2	X	I.	CONTRACT CLAUSES			32-44	
X	B.	BIDDER'S PRICING SCHEDULE			3-7	PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS						
X	C.	DESCRIPTION/SPECS. /WORK STATEMENT			8-15	X	J.	LIST OF ATTACHMENTS			44	
X	D.	BIDDER QUALIFICATIONS			15	PART IV – REPRESENTATIONS AND INSTRUCTIONS						
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	
OFFER (Must be fully completed by offeror)												
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			
AWARD (To be completed by City)												
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			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: (Signature of Contracting Officer)				28. AWARD DATE:		

TABLE A-1				
UNIT PRICING PER SECTION - C				
REQUIRED ITEMS – ALL ITEMS REQUIRED				
REQUIRED ITEMS		UNIT PRICE	NUMBER OF UNITS FOR BULK PRICING	BULK UNIT PRICE
PRICING for REQUIRED ITEMS				
A. Complete Stations:				
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
TOTAL PRICE OF GROUP A		\$ 814,399		
B. Platform with Dock(s):				
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
TOTAL PRICE OF GROUP B		\$ 16,027		
C. Platform without Dock(s):				
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
TOTAL PRICE OF GROUP C		\$ 9,932		
D. Kiosk:				
35	Solar-powered kiosk	\$ 10,039	25	\$ 9,738
TOTAL PRICE OF GROUP D		\$ 10,039		
E. Map frame:				
36	Map frame (static display)	\$ 2,550	50	\$ 2,474
TOTAL PRICE OF GROUP E		\$ 2,550		
F. Miscellaneous supplies:				
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	-	\$ -
TOTAL PRICE OF GROUP F		\$ 14,651		
G. Bikes:				
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	-	\$ -
TOTAL PRICE OF GROUP G		\$ 4,593		
TOTAL PRICE OF ALL REQUIRED ITEMS (Line item numbers 1 - 46)		\$ 872,191		

TABLE A-2				
UNIT PRICING PER SECTION C				
OPTIONAL ITEMS				
OPTIONAL ITEMS	UNIT PRICE	NUMBER OF UNITS FOR BULK PRICING	BULK UNIT PRICE	
PRICING for OPTIONAL ITEMS				
H. Platform without Dock(s):				
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	\$		\$
TOTAL PRICE OF GROUP H		\$		

I. Kiosk:				
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	\$		\$
TOTAL PRICE OF GROUP I		\$		
J. Map Frame:				
56	Map frame (dynamic display)	\$		\$
TOTAL PRICE OF GROUP J		\$		
K. Miscellaneous Supplies:				
57	Platform hole cover	\$		\$
TOTAL PRICE OF GROUP K		\$		
L. Bikes:				
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	\$		\$
TOTAL PRICE OF GROUP L		\$		
TOTAL PRICE OF ALL OPTIONAL ITEMS (Line Item numbers 47 - 66)		\$		

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.

Date(s) of Work	Contract Description	Contract Dollar Amount	Point of Contact: Current Address, Phone, Email
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

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:

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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

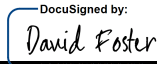
- A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any 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

Bidder's Name	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>2A1C21E3862A48C...</small> </div>	2/21/2023
<hr/>		
Bidder's Authorized Signatory	Date	
David Foster, President & CEO, Lyft Bikes and Scooters, LLC		
<hr/>		
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:
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

ITB1038

J-7

SUBCONTRACTOR'S LIST

The following list provides the name of the prime contractor and their 1st 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 1st 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 st 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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EXHIBIT B

ARLINGTON COUNTY CONTRACT TERMS & CONDITIONS

1. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents (the "Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is to furnish Capital Bikeshare Equipment. It will be the Contractor's responsibility, at its sole cost, to provide the goods set forth in the Contract Documents as necessary to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

2. PROJECT OFFICER

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

3. CONTRACT TERM

Time is of the essence. The Work will commence on December 6, 2023 and must be completed no later than May 9, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from May 10, 2024, to May 9, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

4. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in Exhibit A City of Alexandria's Contract No. 2731 at the prices provided in the bid of the Contractor.

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until May 10, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work or goods that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

7. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

8. NO WAIVER OF RIGHTS

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

9. NON-APPROPRIATION

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

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

If the County changes or cancels any Purchase Orders that have been accepted by the Contractor: (i) the Contractor will perform any additional work and provide any additional materials and services requested on a commercially reasonable basis and (ii) the Contractor will be entitled to payment for any goods or services that the Contractor already delivered and any non-cancellable goods or services that the County ordered.

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

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. DELIVERY

All goods are purchased F.O.B. 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. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

13. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its discretion before accepting them.

The Contractor warrants that it has good title to, and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Except as expressly set forth in this Contract, neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or- controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources, and the Contractor will be liable to the County for costs that the County must expend to solicit proposals to procure a new vendor. The County may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

17. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects pursuant to Section 14 as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the applicable provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals

with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

21. *SEXUAL HARASSMENT POLICY

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

22. TERMINATION

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

The Contractor may terminate this Contract at any time for cause if the County is in breach or default of the Contract.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not

terminate; and must immediately deliver all documents related to the terminated Work to the County. The Contractor is not, however, obligated to disclose propriety data, trade secrets or other information that relates to its unique business methods.

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

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

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any longer period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent

determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

23. INDEMNIFICATION

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

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

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

24. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

25. INTELLECTUAL PROPERTY RIGHTS

The Contractor is the sole owner of all intellectual property rights in and to the Work and equipment to be delivered by the Contractor. No intellectual property rights are conferred to the County by virtue of this Contract or any related Purchase Order, except for the right to use the Equipment for its intended purpose. The County shall not:

- a) reverse compile, reverse assemble, disassemble, translate or otherwise reverse engineer all or any portion of the Work or equipment.
- b) copy or derive from the intellectual property of the Contractor to develop intellectual property that may be competing with the Work or equipment.
- c) disclose the results of performance benchmarks for the Work or equipment to any third party without the Contractor's prior written consent.
- d) remove any logo, copyright notice or other proprietary or restrictive notice of legend contained or included in or on the Work or equipment.

26. CONFIDENTIAL INFORMATION

Each party and its employees, agents and subcontractors will hold as confidential all Confidential Information of the other party obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social

security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise, and with respect to each party, the data, finances, agreements, business operations, trade secrets, plans, proceedings, marketing strategies, media and promotional activities or other non-public information of the party disclosing such information ("Disclosing Party"), whether disclosed orally, in writing or through another medium, by the Disclosing Party's officers, employees, agents or other persons. The parties must take reasonable measures to ensure that all of their employees, agents and subcontractors are informed of and abide by this requirement.

Subject to all applicable laws, including without limitation, freedom of information laws and related requests, each party receiving Confidential Information ("Receiving Party") will not, directly or indirectly, use, make available, sell, disclose, disseminate or otherwise communicate to any person any Confidential Information, in whole or in part, other than in the course of the performance of this Contract, either during or after the term of this Contract. The Receiving Party will not disclose or permit disclosure of any Confidential Information other than employees and consultants and agents who require access to the information to perform the Receiving Party's obligations under this Contract.

The Parties will protect each other's Confidential Information with the degree of care that the Receiving Party uses to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. The Parties will notify each other in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of the other party's Confidential Information.

The requirements of this section do not apply to any information that (a) was known to the public prior to its disclosure to the Receiving Party or (b) the Receiving Party is required to disclose by applicable law, regulation or legal process (including for purposes of a request made to the County), provided that the Receiving Party provides the Disclosing Party with prior notice of the contemplated disclosure and, if requested by the Disclosing Party, cooperates with the Disclosing Party in seeking a protective order or other appropriate protection of such information. Nothing in this Contract prohibits or otherwise restricts the County's ability to comply with applicable laws regarding disclosure of information to the public.

27. ETHICS IN PUBLIC CONTRACTING

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

28. COUNTY EMPLOYEES

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

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, pandemic, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as reasonably practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

30. AUTHORITY TO TRANSACT BUSINESS

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

31. RELATION TO COUNTY

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

32. ANTITRUST

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

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must electronically provide any reasonably requested documents necessary to determine the accuracy of Contractor's charges to the County under this Contract to the County for examination within 15 days of the request, at the County's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and reasonable attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of

time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice.

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

34. ASSIGNMENT

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

35. AMENDMENTS

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

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

37. DISPUTE RESOLUTION

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

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

39. ARBITRATION

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

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

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

42. SEVERABILITY

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

43. ATTORNEY'S FEES

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

44. SURVIVAL OF TERMS

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

45. HEADINGS

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

46. AMBIGUITIES

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

47. NOTICES

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

TO THE CONTRACTOR:

Lyft Bikes and Scooters, LLC
Mickey Wiener
Business Development Manager
185 Berry Street Suite 400
San Francisco, CA 94107
Cabi-managers@lyft.com; lbs-legal@lyft.com
(415) 226-9162

TO THE COUNTY:

Jim Larsen, Project Officer
2100 Clarendon Boulevard
Suite 900
Arlington, VA 22201
jlarsen@arlingtonva.us
(703) 228-3275

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing
Agent Arlington
County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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

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

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228- 3060, or e-mail business@arlingtonva.us.

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia or insurers that are recognized as eligible Surplus Lines carriers and

disclosed to the County, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$5,000,000 per occurrence, with \$5,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, products liability, and contractual liability in accordance with policy provisions. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Technology Error and Omissions or Professional Liability - \$2,000,000 per occurrence.
- e. Inland Marine or Bailee's Insurance – In the amount of the potential greatest property value that will be stored and transported at any one time per occurrence.
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be included as additional insureds via blanket endorsement on all policies except workers compensation, inland marine or bailee's, automotive and professional liability; and the additional insured endorsement must be typed on the certificate. The County shall be included as a Loss Payee on the Marine Cargo policy.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent 30 days prior and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - In the event that any required insurance is written on a claim-made basis and the policy(ies) are not renewed with the same insurance carrier, then either (a) an extension of coverage shall be obtained starting with the Expiration Date of the original policy date through a period of three years following the expiration of the Term to cover claims that occurred during the original policy(ies) period, or (b) such replacement policy shall contain no prior acts exclusion and a retroactive date consistent with the non-renewed policy.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

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

Except as otherwise stated herein, the Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. Except

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

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