

THE PARTIES TO THIS CONTRACT, Town of Vienna ("Vienna" or "the Town") AND Lyft Bikes and Scooters, LLC ("Contractor"), MUTUALLY AGREE THAT:

1. THE TOWN engages the Contractor to provide the following goods:
  - a. Compatible stations, and bicycles for the existing Capital Bikeshare system in accordance with the City of Alexandria ITB 1083 and Contract No. 3069.
2. **PERIOD OF CONTRACT:**
  - a. The period of this contract shall be from Date of Award through June 30, 2026 . This contract may be renewed for four (4) one-year periods, as mutually agreed upon, in accordance with the City of Alexandria Contract No. 3069.
3. **COMPENSATION:**
  - a. The Town agrees to pay the Contractor in accordance with the City of Alexandria ITB 1083 and Contract No. 3069 for the goods provided, the current prices are listed in Attachment A. As the Contractor is not a bonafide Town employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.
4. **AUTHORITY:**
  - a. The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Town's Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other Town officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the Town of Vienna for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities is of no effect, void, and does not bind the Town.

The obligation of the Town to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Town of Vienna Council to satisfy payment of such obligations. The Town's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the Town will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The Town will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the Town's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. **DEFINITIONS:**
  - a. The term "contract" refers to this standard form contract and any exhibits. Unless otherwise defined in this contract, capitalized terms shall have the meanings defined by the Town's Purchasing Resolution.
6. **INTERPRETATION OF CONTRACT:**
  - a. Any questions pertaining to this contract shall be directed to:

Jerry Amacker CPPB, VCO, VCA  
Procurement Officer  
Town of Vienna, VA  
E-mail: [Jerry.amacker@viennava.gov](mailto:Jerry.amacker@viennava.gov)

**7. METHOD OF ORDERING:**

- a. As requirements arise, authorized individuals may place orders for specific quantities of items covered in this contract. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the Town Purchasing Agent and/or Town agency to proceed.

**8. INSPECTION AND ACCEPTANCE:**

- a. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time, and in no event later than ten (10) calendar days of delivery. The Town reserves the right to conduct any test/inspection it may deem advisable, at the Town's sole cost, to assure goods and services conform to the specifications.

**9. PACKING LIST/DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:

- a. The Purchase Order Number,
- b. The Name of the Article and Stock Number (Supplier's),
- c. Quantities Ordered and Shipped,
- d. The Quantity Back Ordered,
- e. The Name of the Contractor.

Contractors are cautioned that failure to materially comply with these conditions is sufficient reason for the Town's refusal to accept the goods.

**10. BILLING:** Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.**11. PAYMENT:**

- a. Payment will be made after satisfactory performance that is in accordance with all provisions of the contract and payment will be made within forty-five (45 ) days after the Town's receipt of a properly completed invoice. The Town reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
- b. Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.

**12. SHIPPING:**

- a. All materials shipped to the Town must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. The Town shall not pay transportation charges unless the Contractor received prior approval from the Purchasing Agent.

**13. TAX EXEMPTION:**

- a. The Town is exempt from the payment of any federal excise or any Virginia sales tax. The Town's Federal Excise Tax Exemption Number is 54-74-0127K.

**14. CONTRACT INSURANCE PROVISIONS:**

- a. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The insurance requirements set forth in this section will not limit Contractor's obligations or liability under this Agreement (including indemnities).

- b. The Contractor must during the continuance of all work under the contract provide the following:
  - (1) Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - (2) Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, and the interest of the Town, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
  - (3) Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- c. Liability Insurance "Claims Made" basis:
  - (1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
  - (2) The Contractor must either:
    - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
    - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- d. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- e. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- f. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The Town, its officers, employees and agents shall be included as an "additional insured" for all liability policies via blanket endorsement and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Town may possess."
- h. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the Town on demand.
- i. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the Town and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express

waivers of subrogation and insurance clauses from each of its subcontractors.

- j. The Contractor will provide on demand certified copies of all certificates of insurance related to the contract within ten business days of demand by the Town. These certified copies will be sent to the Town from the Contractor's insurance agent or representative.
- k. No material change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the Town. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- l. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- m. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Town. The Contractor is as fully responsible to the Town for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- n. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- o. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

#### **15. INDEMNIFICATION:**

- a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the Town, its agents, officials, employees and volunteers against third party Claims that may accrue or arise against the Town to the extent the Claim was caused by the negligence or intentional error of the Contractor, its employees, its subcontractor, or its subcontractor's employees, except to the extent that such Claim arises out of the Town's negligence, violation of law, or breach of the Contract. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the Town, the Contractor must at its own expense: appear, defend, and pay all reasonable attorney's fees and all reasonable costs and other reasonable expenses related to the Claim. If, related to a Claim, any judgment is rendered against the Town or a settlement reached that requires the Town to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the Town as provided in this Contract.
- b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the Town for and defend the Town against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables provided pursuant to this Contract ("Contractor Materials"). Contractor must indemnify the Town for any loss, damage, expense or liability, including reasonable costs and reasonable attorney's fees that may result by reason of any such claim. Contractor will have no liability for any infringement claim caused by (i) use of Contractor Materials other than in accordance with applicable documentation or instructions provided by Contractor, (ii) modification of any Contractor Materials other than by Contractor, (iii) the use or combination of any Contractor Materials with materials not supplied by Contractor, or (iv) Town's use of a superseded version of the Contractor Materials if the infringement could have been avoided by using the latest version of the Contractor Materials provided by Contractor.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor may at its expense and within a reasonable time: (a) obtain a right for the Town's to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the

foregoing options is feasible Contractor must promptly notify the Town and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the Town the price paid to Contractor for such components (less depreciation using a 60-month straight-line depreciation schedule) as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. This Section 15(b) states Contractor's entire liability and the Town's sole and exclusive remedy for intellectual property infringement claims and actions.

- c. Right to Participate in Defense. The Town may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the Town to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the Town's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) before entering into such resolution.
- d. **No Indemnification by the Town.** The parties agree that under applicable law the Town cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

**16. CONTRACT ALTERATIONS:**

- a. No alterations in the terms of a contract shall be valid or binding upon the parties unless made in writing and signed by the Purchasing Agent or her authorized agent and the Contractor's authorized agent.

**17. CHANGES:**

- a. If, during the execution of this contract, it becomes necessary to implement changes in design or alterations that increase expenses, the change is subject to mutual agreement and will be formalized through a contract amendment.
- b. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**18. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:**

- a. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, which the Purchasing Agent shall not unreasonably withhold, condition, or delay. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract payment relieve the Contractor from its obligations or change the terms of the contract.

**19. TERMINATION OF CONTRACTS:**

- a. This Contract will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
  - i. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the Town for Convenience or Cause.
  - ii. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**20. TERMINATION FOR CONVENIENCE:**

- a. A contract may be terminated in whole or in part by the Town in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination at least thirty (30) days prior to the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.
- b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 20.b shall survive termination of the contract.

**21. TERMINATION OF CONTRACT FOR CAUSE:**

- a. If, through any cause, either party fails to fulfill in a timely and proper manner its obligations under this contract, or if either party violates any of the covenants, agreements, or stipulations of this contract, the non-breaching party shall have the right to terminate the contract. Any such termination will be effected by delivery to the breaching party of a Notice of Termination specifying the extent to which performance is terminated and thirty (30) days advance written notice of the date upon which termination becomes effective during which the breaching party may attempt to cure the breach. The contract shall terminate if the breaching party does not cure the breach during the thirty (30) day notice period.
- b. Termination of the Contract for Cause does not relieve the Contractor of liability to the Town for damages sustained by the Town by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the Town from the Contractor is determined.

**22. GUARANTIES & WARRANTIES:**

- a. All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

**23. GENERAL GUARANTY:**

- a. Contractor agrees to:
  - i. In accordance with and subject to the terms of Section 15, save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
  - ii. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the Town the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
  - iii. Subject to Contractor's standard warranty, protect the Town against latent defective material or workmanship.
  - iv. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
  - v. Comply with all applicable laws, ordinances, rules, regulations, and policies of the Town.
  - vi. Protect the Town from loss or damage to Town owned property while it is in the custody of the Contractor.

**24. OFFICIALS NOT TO BENEFIT:**

- a. Each bidder, offeror or contractor shall certify, upon signing a bid, proposal or contract, that to the best of their knowledge no Town official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit"

means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose a financial benefit or has inadequately disclosed it, the Town's Director, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible financial benefit.
- c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Town's Purchasing Agent. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

**25. LICENSE REQUIREMENT:**

- a.

**26. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

- a. A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with the Town pursuant to the Town's Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The Town of Vienna may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**27. COVENANT AGAINST CONTINGENT FEES:**

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the Town shall have the right to terminate or suspend this contract without liability to the Town or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**28. SUPPLIER DIVERSITY:**

- a. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to ensure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- b. Where Federal grants or monies are involved, it is the policy of the Town, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

**29. INELIGIBILITY:**

- a. Any person or firm suspended or debarred from participation in Town procurement will be notified in writing

by the Town Purchasing Agent.

**30. ORDER OF PRECEDENCE:**

- a. In the event of conflict, the provisions of this standard form contract take precedence over any other contract document.

**31. DELAYS AND SUSPENSIONS:**

- a. The Town may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the Town. The Town will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- b. If the Town does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Town Purchasing Agent written notice if the Town of Vienna fails to provide data or services that are required for contract completion by the Contractor. The Town may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- c. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the Town's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

**32. CONTRACTUAL DISPUTES:**

- a. Any dispute concerning a question of fact as a result of a contract with the Town which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**33. LEGAL ACTION:**

- a. No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Town of Vienna Purchase Order and the requirement that any contractor seeking monetary relief or damages from the Town must submit its claim to the Town Council in compliance with Virginia Code § 15.2-1243 through 1249.

**34. VENUE:**

- a. This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that



would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

**35. COMPLIANCE WITH FEDERAL, STATE, AND TOWN LAWS:**

- a. The Contractor will comply with all applicable federal and state laws and with all Town ordinances and requirements.

**36. NON-DISCRIMINATION:**

- a. During the performance of this contract, the contractor agrees:
  - i. that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.
  - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - iii. 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 provision.

The contractor will include the provisions of paragraphs i, ii, and iii above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. **The Town of Vienna does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.**

**37. DRUG FREE WORKPLACE:**

- a. During the performance of a 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**38. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- a. The Town of Vienna is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Town programs, activities and services. The Town of Vienna government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy where applicable. All individuals having any Town contractual agreement must make the same commitment where applicable. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA where applicable.

**39. IMMIGRATION REFORM AND CONTROL ACT:**

- a. Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**40. VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Town decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Town decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Town, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the Town.
- e. The Town cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
- f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.
- g. Subject to the terms and conditions hereof and all laws, including without limitation, freedom of information laws and related requests, each Party (a "Receiving Party") agrees that it shall not, directly or indirectly, use, make available, sell, disclose, disseminate or otherwise communicate to any person, in whole or in part, other than in the course of such party's performance of its obligations hereunder, either during the term of this contract or at any time thereafter, any Confidential Information (defined below), or information identified by the Contractor as a trade secret or proprietary information (together, the "Sensitive Information"). The Receiving Party agrees not to use any Sensitive Information disclosed to it by the Disclosing Party for its own use or for any purpose other than the Receiving Party's performance of its obligations hereunder, and any use of Sensitive Information outside of this authorized limited use is a violation of this contract. The Receiving Party shall not disclose or permit disclosure of any Sensitive Information disclosed to it by the Disclosing Party to third parties, other than employees and consultants and agents who are required to have access to the information in order to perform the Receiving Party's obligations hereunder. The Parties agree that they shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Sensitive Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those authorized to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Receiving Party utilizes to protect its own Sensitive Information of a similar nature, which shall be no less than reasonable care. The Parties further agree to notify the other party in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of the other party's Sensitive Information, which may come to the Receiving Party's attention. The foregoing shall not apply to any information that (a) was known to the public prior to its disclosure to the Receiving Party or (b) the

Receiving Party is required to disclose by applicable law, regulation or legal process (including for purposes of a request made to the Town). Should any third party request access to the Contractor's Sensitive Information for any reason, including but not limited to a request for access under the Va. Code Ann. § 2.2-3700 et seq., (the "FOIA laws"), the Contractor expects that the Town will invoke an appropriate exemption to prevent disclosure, including, but not limited to, the exemption protecting "trade secrets and commercial or financial information" that have been furnished under a claim that they are proprietary, privileged or confidential and that their disclosure would cause competitive harm. As used herein, "Confidential Information" means any and all information that in any way relates to the Capital Bikeshare (including, without limitation, personally identifiable information ("PII") of Capital Bikeshare participants), and with respect to each party, the data, finances, agreements, business operations, trade secrets, plans, proceedings, marketing strategies, media and promotional activities or other non-public information of the party disclosing such information (the "Disclosing Party"), whether disclosed orally, in writing or through another medium, by the Disclosing Party's officers, employees, or agents. Nothing contained herein shall be deemed to prohibit or otherwise restrict the Town's ability to comply with laws applicable to the Town regarding disclosure of information to the public.

#### 41. **AUDIT OF RECORDS:**

- a. The parties agree that the Town or its agent, at the Town's expense, must have reasonable access to and the right upon advanced notice to Contractor to examine during Contractor's regular business hours relevant records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

#### **ACCEPTED BY:**

Lyft Bikes and Scooters, LLC

---

Signature

---

Date

---

Print

---

Title

**Town of Vienna**

---

Jerry Amacker, CPPB, VCO, VCA  
Town Purchasing Officer

---

Date

## BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. The Town of Vienna does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

**Examples:**

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1

**NAME OF BUSINESS:** Lyft Bikes and Scooters, LLC

**LAST 4 DIGITS OF TIN/EIN:** 9830 **SIGNATURE:** \_\_\_\_\_

**Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.**

☐ Small     ☒ Large     ☐ Non-Profit     ☐ Government Agency/Public Body     ☐ Shelter Workshop

**Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.**

☐ Women-Owned     ☐ Minority-Owned     ☐ Service-Disabled Veteran-Owned

### DEFINITIONS

**Small Business/Organization** - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Minority Business** - is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

**Women-Owned Business** - a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**Service-Disabled Veteran** - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

**Service-Disabled Veteran-Owned Business** - is a business that is at least 51 percent owned by one or more service - disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

**Shelter Workshop** - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The bidder: Lyft Bikes and Scooters, LLC

X is a corporation or other business entity with the following SCC identification number:  
\_11148582\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

**PRICING SCHEDULE**

<b>TABLE A – BUY AMERICA ACT-COMPLIANT</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 without Map Frame, 11 docks (linear)	\$ 31,624	25	\$ 30,675
2.	Complete Station without Map Frame, 12 docks (linear)	\$ 34,205	25	\$ 33,179
3.	Complete Station without Map Frame, 13 docks (linear)	\$ 36,787	25	\$ 35,683
4.	Complete Station without Map Frame, 14 docks (linear)	\$ 39,368	25	\$ 38,187
5.	Complete Station without Map Frame, 15 docks (linear)	\$ 39,089	25	\$ 37,915
6.	Complete Station without Map Frame, 16 docks (linear)	\$ 41,670	25	\$ 40,419
7.	Complete Station without Map Frame, 17 docks (linear)	\$ 44,251	25	\$ 42,923
8.	Complete Station without Map Frame, 18 docks (linear)	\$ 46,833	25	\$ 45,427
9.	Complete Station without Map Frame, 19 docks (linear)	\$ 46,553	25	\$ 45,156
10.	Complete Station without Map Frame, 20 docks (linear)	\$ 49,135	25	\$ 47,660
11.	Complete Station without Map Frame, 21 docks (linear)	\$ 51,716	25	\$ 50,164
12.	Complete Station without Map Frame, 22 docks (linear)	\$ 54,297	25	\$ 52,668
13.	Complete Station without Map Frame, 23 docks (linear)	\$ 54,018	25	\$ 52,397
14.	Complete Station without Map Frame, 24 docks (linear)	\$ 56,599	25	\$ 54,901
15.	Complete Station without Map Frame, 25 docks (linear)	\$ 59,181	25	\$ 57,405
16.	Complete Station without Map Frame, 26 docks (linear)	\$ 61,762	25	\$ 59,909
17.	Complete Station without Map Frame, 27 docks (linear)	\$ 61,482	25	\$ 59,638
<b>TOTAL PRICE OF GROUP A</b>		<b>\$ 808,570</b>		

**PRICING SCHEDULE**

REQUIRED ITEMS		UNIT PRICE	NUMBER OF UNITS FOR BULK PRICING	BULK UNIT PRICE
<b>B. Platform with Dock(s):</b>				
18.	A Platform for 1 dock (linear) with complete dock and cables	\$ 2,519	300	\$2,443
19.	A Platform for 2 docks (linear) with complete docks and cables	\$ 5,038	300	\$ 4,887
20.	A Platform for 3 docks (linear) with complete docks and cables	\$ 7,557	300	\$ 7,331
21.	A Platform for 4 docks (linear) with complete docks and cables	\$ 7,817	100	\$ 7,582
<b>TOTAL PRICE OF GROUP B</b>		\$ 22,931		
<b>C. Platform without Dock(s):</b>				
22.	Platform for 1 dock (linear)	\$ 1,307	50	\$1,267
23.	Platform for 2 docks (linear)	\$ 2,615	50	\$ 2,536
24.	Platform for 3 docks (linear)	\$ 3,922	50	\$3,804
25.	Platform for 4 docks (linear)	\$ 2,966	50	\$ 2,877
26.	Platform for 1 dock (alternate)	\$ 1,458	50	\$1,414
27.	Platform for 4 docks (alternate)	\$ 2,966	50	\$ 2,877
28.	Platform for 8 docks (alternate)	\$ 3,112	50	\$3,018
29.	Platform for 1 dock (90-degree left)	\$ 1,458	50	\$ 1,414
30.	Platform for 1 dock (90-degree right)	\$ 1,458	50	\$ 1,414
31.	Platform for 2 docks (180-degrees)	\$ 2,916	50	\$ 2,828
<b>TOTAL PRICE OF GROUP C</b>		\$ 24,178		
<b>D. Kiosk:</b>				
32.	Solar-powered kiosk	\$ 10,039	25	\$ 9,738
<b>TOTAL PRICE OF GROUP D</b>		\$ 10,039		
<b>E. Miscellaneous supplies:</b>				
33.	Battery for the kiosk	\$ 244	25	\$ 236
34.	Customer key	\$ 3.25	3,000	\$ <sup>3</sup>
35.	End plate	\$ 233	50	\$ 226
36.	Platform alignment pins	\$ 109	50	\$102
37.	Station paper	\$ 149	50	\$ 139

**PRICING SCHEDULE**

REQUIRED ITEMS		UNIT PRICE	NUMBER OF UNITS FOR BULK PRICING	BULK UNIT PRICE
38.	Kiosk motherboard (e.g., “ECO board”)	\$1283	25	\$1219
39.	Kiosk motherboard retrofit kit	\$ 3860	25	\$ 3550
40.	Hardwired station retrofit	\$9950	-	\$-
41.	OEM or equal Hybrid electric-assist Bicycle battery, 986 watt-hours or similar (compatible with the hybrid electric-assist bicycle)	\$ 495	-	\$ -
TOTAL PRICE OF GROUP E		\$ 16,326.25		
F. Bikes:				
42.	Pedal Bicycle (as defined in section C-3. C.3), not including the features that have been deemed optional	\$ 1,295	-	\$ -
43.	Hybrid electric-assist Bicycle (“E-bike”) (as defined in section C-3.C.4 ), not including the features that have been deemed optional	\$ 3,498	-	\$ -
TOTAL PRICE OF GROUP F		\$ 4,793		
G. Station Installations:				
44.	Station installation/relocation by boom truck (up to 27 Docks)	covered by Contract No. C24107 (formerly Contract No. 21-DES-RFP-217)		
45.	Station installation/relocation by boom truck (28 Docks or more)	covered by Contract No. C24107 (formerly Contract No. 21-DES-RFP-217)		
46.	Field/Labor Tasks Hourly Rate	covered by Contract No. C24107 (formerly Contract No. 21-DES-RFP-217)		
TOTAL PRICE OF GROUP G		\$ -		
TOTAL PRICE OF ALL REQUIRED ITEMS (Line item numbers 1 - 46)		\$ 886,837.25		

Contractor note: Items in Section A and D are only available while supplies last.
---



**PRICING SCHEDULE**

<b>TABLE B – BUILD AMERICA BUY AMERICA -COMPLIANT</b>				
<b>UNIT PRICING PER SECTION - C</b>				
<b>OPTIONAL ITEMS – ALL ITEMS OPTIONAL</b>				
<b>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. Complete Stations:</b>				
47.	Complete Station without Map Frame, 11 docks (linear)	\$		\$
48.	Complete Station without Map Frame, 12 docks (linear)	\$		\$
49.	Complete Station without Map Frame, 13 docks (linear)	\$		\$
50.	Complete Station without Map Frame, 14 docks (linear)	\$		\$
51.	Complete Station without Map Frame, 15 docks (linear)	\$		\$
52.	Complete Station without Map Frame, 16 docks (linear)	\$		\$
53.	Complete Station without Map Frame, 17 docks (linear)	\$		\$
54.	Complete Station without Map Frame, 18 docks (linear)	\$		\$
55.	Complete Station without Map Frame, 19 docks (linear)	\$		\$
56.	Complete Station without Map Frame, 20 docks (linear)	\$		\$
57.	Complete Station without Map Frame, 21 docks (linear)	\$		\$
58.	Complete Station without Map Frame, 22 docks (linear)	\$		\$
59.	Complete Station without Map Frame, 23 docks (linear)	\$		\$
60.	Complete Station without Map Frame, 24 docks (linear)	\$		\$
61.	Complete Station without Map Frame, 25 docks (linear)	\$		\$
62.	Complete Station without Map Frame, 26 docks (linear)	\$		\$
63.	Complete Station without Map Frame, 27 docks (linear)	\$		\$
<b>TOTAL PRICE OF GROUP H</b>		\$		

**PRICING SCHEDULE**

ITEMS		UNIT PRICE	NUMBER OF UNITS FOR BULK PRICING	BULK UNIT PRICE
<b>I. Platform with Dock(s):</b>				
64.	A Platform for 1 dock (linear) with complete dock and cables	\$ 2,945	300	\$ 2,808
65.	A Platform for 2 docks (linear) with complete docks and cables	\$ -		\$
66.	A Platform for 3 docks (linear) with complete docks and cables	\$ -		\$
67.	A Platform for 4 docks (linear) with complete docks and cables	\$ 11,780	100	\$ 11,232
<b>TOTAL PRICE OF GROUP I</b>		\$ 14,725		
<b>J. Platform without Dock(s):</b>				
68.	Platform for 1 dock (linear)	\$		\$
69.	Platform for 2 docks (linear)	\$		\$
70.	Platform for 3 docks (linear)	\$		\$
71.	Platform for 4 docks (linear)	\$		\$
72.	Platform for 1 dock (alternate)	\$		\$
73.	Platform for 4 docks (alternate)	\$		\$
74.	Platform for 8 docks (alternate)	\$		\$
75.	Platform for 1 dock (90-degree left)	\$		\$
76.	Platform for 1 dock (90-degree right)	\$		\$
77.	Platform for 2 docks (180-degrees)	\$		\$
<b>TOTAL PRICE OF GROUP J</b>		\$		
<b>K. Kiosk:</b>				
78.	Solar-powered kiosk	\$		\$
<b>TOTAL PRICE OF GROUP K</b>		\$		
<b>L. Miscellaneous supplies:</b>				
79.	Battery for the kiosk	\$		\$
80.	Customer key	\$		\$
81.	End plate	\$		\$
82.	Platform alignment pins	\$		\$

**PRICING SCHEDULE**

ITEMS		UNIT PRICE	NUMBER OF UNITS FOR BULK PRICING	BULK UNIT PRICE
83.	Station paper	\$		\$
84.	Kiosk motherboard (e.g., "ECO board")	\$		\$
85.	Kiosk motherboard retrofit kit	\$		\$
86.	Hardwired station retrofit	\$		\$
87.	OEM or equal Hybrid electric-assist Bicycle battery, 986 watt-hours or similar (compatible with the hybrid electric-assist bicycle)	\$		\$
<b>TOTAL PRICE OF GROUP L</b>		\$		
<b>TOTAL PRICE OF ALL OPTIONAL ITEMS (Line item numbers 47 - 87)</b>		<b>\$ 14,725</b>		

Contractor agrees to comply with the applicable provisions of Appendices A and E of the City of Alexandria's Federal Highway Administration (FHWA) Title VI Program and the revised Attachment F to the ITB (Federal and VDOT Language).