



**REQUEST FOR PROPOSALS
RFP # 18292**

Issue Date: June 6, 2023

Title: Request for Proposals On-Call Planning, Technology, Research, and Management Analysis Services

Issuing and Using Agency: Jaunt, Inc.
Attn: Mike Mills, Director of Procurement
104 Keystone Place
Charlottesville, VA 22902

Qualifications for Furnishing the Services Described Herein will be received until: 4:30 p.m. local time on July 10, 2023.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at phone: (434) 296-3184, extension #145.

IF QUALIFICATIONS ARE MAILED, HAND DELIVERED, OR SENT BY COURIER, SEND DIRECTLY TO: JAUNT, INC, PURCHASING DEPARTMENT, 104 KEYSTONE PLACE, CHARLOTTESVILLE, VA 22902. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm: _____

_____ Zip Code: _____

Telephone: (____) _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

E-Mail Address: _____

SBSD - DBE-CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE: () YES () NO
If YES, Certification Number: _____

SBSD – SWAM CERTIFIED SWAM BUSINESS ENTERPRISE: () YES () NO



If YES, Certification Number: _____

Note: This public body 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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

THIS SOLICITATION CONTAINS 46 PAGES.



Contents

Introduction 2

Purpose 2

Scope of Services 2

 1. Potential Assignments..... 2

 2. Task Orders..... 3

 3. Basic Task Order Process 3

 4. Term of Services 3

Proposal Submission 3

Proposal Requirements..... 4

RFP Signature 5

Postponement or Cancellation of Request for Proposals..... 5

Addenda 6

Proposal Schedule 6

Proposal Evaluation..... 6

 Evaluation Criteria 6

 Criteria Weight..... 7

 Competitive Range 7

 Negotiation 7

 Errors and Administrative Corrections..... 7

 Rejection of Proposals..... 8

 Collusion 8

 Eligibility For Award 8

Contract Award 9

Execution of Contract and Notice to Proceed 9

Public Disclosure of Proposals..... 9

ATTACHMENT A: VENDOR CHECKLIST 10

ATTACHMENT B: ADDENDUM PAGE 11

ATTACHMENT C: GOVERNMENT-WIDE DEBARMENT..... 12

AND SUSPENSION (NONPROCUREMENT) 12

ATTACHMENT D: NON-COLLUSION AFFIDAVIT 13

ATTACHMENT E: PROPOSED CONTRACT AND TASK ORDERS 14



Introduction

Jaunt provides regional paratransit and fixed route transit in central Virginia including Albemarle County and the City of Charlottesville as well as with Louisa, Nelson, Fluvanna, Greene, and Buckingham counties. Organized in 1975, Jaunt is recognized statewide and nationally for the high quality of its efficient service and driver training. Our buses make about 300,000 trips each year throughout a 2,600-square-mile service area, carrying riders to work, medical appointments, stores, leisure activities, and other destinations. Jaunt uses local, state, and federal funding to supplement fares and agency payments. With 85 vehicles, Jaunt maintains an exemplary record of safety; reliability; and courteous, cost-effective service.

Purpose

Jaunt is requesting proposals from firms for *On-Call Planning, Technology, Research, and Management Analysis Services (On-Call Services)*. The purpose of this RFP is to provide Jaunt with the services of one or more professional transportation consultant(s) to provide short notice and “as-needed” services relating to transit planning, financial analysis, grants preparation and management, management consulting, as well as governmental compliance assistance. All on-call services will be initiated and governed by task orders with work to be completed in a timely and professional manner. As discussed in more detail below, task orders will contain a defined scope of work, the consultant’s proposal, and firm costs as established by pre-determined hourly rates and eligible reimbursed costs.

Scope of Services

1. Potential Assignments

The *On-Call Services* contract is intended to provide timely and professional services for a wide variety of tasks associated with the planning, operation, and management of Jaunt. Jaunt consists of fixed route (commuter bus) and paratransit services. These potential tasks include:

- a. Short range (two to five years) and long-range planning (six or more years) including strategic planning.
- b. Scheduling and service planning
- c. Funding and financial analysis including overhead rate determination for “force accounts” and other purposes.
- d. Planning and procurement assistance associated with information technology, contracted operations, and rolling stock.
- e. Fare and service equity analyses in compliance with Title VI and FTA Circular 4702.1B as may be revised during the *On-Call Services* contract.
- f. Fare policy and collection studies.
- g. Environmental Justice analyses in compliance with FTA Circular 4703.1 as may be revised during the *On-Call Services* contract.
- h. Other Federal and Virginia Department of Rail and Public Transportation related compliance including, but not limited to, Triennial Review preparation and follow up assistance.
- i. Public involvement and meeting facilitation and planning
- j. Market research includes, but not limited to, surveys, focus groups with internal and external stakeholders.
- k. Preparation of competitive and formula grant documentation

- l. Management and operational reviews of Jaunt including materials procurement and management.
- m. Organizational development analysis including employee benefits and administration assessments.
- n. Transportation planning studies related to capital projects such as park and ride facilities, transit centers, facility master planning, and other operating facilities including the preparation of documented categorical exclusions.
- o. Transportation studies and analyses relating to school and human services transportation.
- p. Computer programming
- q. Project management for any or above tasks

2. Task Orders

Jaunt anticipates issuing a minimum of \$25,000 in task order(s) in a contract year. However, no single task order will exceed \$200,000 and cumulative total of all task orders not to exceed \$350,000 in a contract year. Jaunt reserves the right to competitively procure professional consulting services outside the *On-Call Services* contract for the above project subject areas. Jaunt also might ask a consultant to add a new team member to support or lead a task order. The prime contractor will negotiate a suitable administration fee with Jaunt in these circumstances.

3. Basic Task Order Process

- a. Jaunt, initiated by Jaunt, will notify one or more *On-Call Services* contractor(s) of services required. Notification of services is at the sole discretion of Jaunt and will be based on the suitability of the contractor(s), past performance, price, and contractor availability.
- b. The notified contractor(s) will be given the opportunity to propose a scope of work along with a work schedule and itemized fees by a set response date and time.
- c. Jaunt will evaluate the proposal(s), negotiate as necessary, and if accepted, will issue a task order for the work to the selected contractor. If the proposal is not accepted, Jaunt may approach another *On-Call Services* contractor or separately procure the required service. The selection of a contractor is at the sole discretion of Jaunt.
- d. Pricing for services will be based upon a previously determined rate schedule (see Exhibit A of contract) and be complete for the given task order. Out-of-pocket expenses will be billed at cost with no mark up.
- e. The *On-Call Services* contractor will designate a task order manager as a point of contact. The contractor will also designate other staff as may be needed for the task order with labor and other costs itemized accordingly.
- f. Jaunt will designate a task order manager that may be a Jaunt staff member or another contractor. The role of the task order manager is to oversee the execution of the task order and be a point of contact for the selected *On-Call Services* contractor.

4. Term of Services

The term of this on-call is five years; three years for the base contract with two options to renew for one year more.

Proposal Submission

The Offeror will submit one (1) original proposal with all the required certifications and affidavits along with three (3) hard copies of the proposal, required certificates and affidavits; to include one

electronic and one redacted copy of the proposal on Thumb Drive. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. Proposals shall be prepared simply and economically on letter sized paper with tabbed or marked sections. Documents can be stapled or assembled with a plastic or wire spine. No three ring binders please.

Each proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet Jaunt's requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Offeror has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Offeror will comply with the requirements of this procurement.

Each proposal must be submitted in the requested format and provide all pertinent information.

Proposal Requirements

Cover Letter

Include a Letter of Transmittal signed by the person(s) with the authority to bind the firm and answer questions or provide clarification concerning the submitted proposal. Include the following information:

- Firm name, address, telephone number
- Contact Name & Title
- Year Business Established
- Type of Organization indicate whether a sole proprietor, partnership, or corporation and whether or not a disadvantaged business enterprise (DBE).
- List of subcontractors, their role on the team and whether a DBE

Statement of Qualifications

State qualifications and relevant experience in conducting business similar to that, which is required herein, within the last three (3) years. Include the same information for proposed subcontractors.

References

Provide three (3) client references from prior transit system consulting work conducted in the last five (5) years. Include organization name, address, telephone number, and name and title of a contact person. Include same information for proposed subcontractors.

Resumes of Key Personnel

Provide resumes showing the names, experience, and professional qualifications of the key personnel to be assigned to this project. If subcontractors, joint ventures, or both are contemplated, include the qualifications, experience, and references of the entire team.

Work Plan

Identify the service(s) from B.1. above that your firm (team) wishes to be considered. Submit a detailed work plan describing how your firm intends to provide the services outlined in the scope of work. Describe the approach to be taken in developing and executing task orders. If subcontractors, joint ventures, or both are contemplated, identify the entire team, and specifically identify the intended lead of the prime contractor.

Quality Control Plan

Submit a quality control plan describing how you intend to meet the requirements outlined in the scope of work.

Cost Schedule Proposal

Each proposer should complete a Schedule of Fully Burden Labor Rates for each position to be potentially utilized in the *On Call Services* contract. Indicate the position's labor rate, overhead rate expressed in dollars (the overhead rate percentage should be indicated at the bottom of the form), and profit in dollars (with rate percentage at the bottom of the form).

Proposers should indicate cost categories included in the overhead rate. In addition, the proposer should indicate which costs would be reimbursed out of pocket (such as travel, mailings, etc.). Jaunt will not permit out of pocket expenses to be marked up and will require appropriate documentation for such costs incurred in the connection with a task order.

Include same information in a separate "Schedule of Fully Burden Labor Rates" for proposed subcontractors.

Disclosure of Proposal Contents

Cost and price information provided in all proposals will be held in confidence and not revealed or discussed with competitors. All material submitted becomes the property of Jaunt and may be returned only at Jaunt's option. Proposals submitted to Jaunt will be reviewed and evaluated by persons of Jaunt's choosing, other than competing proposers. Jaunt retains the right to use any and/or all ideas presented in reply to the RFP. Eventual selection or rejection of proposals does not affect this right.

RFP Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract.

Postponement or Cancellation of Request for Proposals

Jaunt reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

Addenda

Receipt and review of all Addenda by each Offeror must be acknowledged on the Addendum Page (Attachment B). All addenda must be signed and returned with each Offeror's proposal package.

Proposal Schedule

The anticipated schedule for selection of an Offeror is as follows:

Request for Proposal Released	June 6, 2023
Deadline for Questions Regarding the RFP	June 19, 2023 @ 4:30 p.m.
Proposals Due	July 10, 2023 @ 4:30p.m.
Interviews (if deemed necessary)	Week of July 24, 2023 (tentative)

Proposal Evaluation

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interview will be held solely at the option and discretion of the Jaunt. The process for selection shall occur in the following sequence:

- Review and Ranking of Proposals (with cost schedule proposal remaining sealed)
- Establish a "short list."
- Interview "short-listed" firms (at the option and discretion of Jaunt)
- Identify best qualified firm(s)
- Award contract (s)

A project selection committee will be formed to evaluate the proposals. This committee may consist of representatives from various departments within the Jaunt and/or representatives from other stakeholders including Jaunt funding partners. Composition of this committee is at the sole discretion of Jaunt. Names of the committee members will not be released prior to the time of interviews.

The committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. Jaunt does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP.

Evaluation Criteria

The following information and criteria will be used to evaluate and rank responses and the presentation, should the Jaunt choose to conduct interviews with short-listed firms:

Criteria Weight

1. The proposers' experience with projects similar to those listed in Section III	25%
2. The proposers' past record of performance on contracts, including factors such as cost control, quality of work, and ability to meet schedules	25%
3. The qualifications and experience of the key project members	25%
4. Capacity to facilitate close coordination and oversight during the project, including firm location and its subcontractors and provisions for regular meetings with staff and/or the steering committee during the project	20%
5. Proposers that are DBE or that are willing to use a DBE firm as a subcontractor when subcontractors are proposed as part of a team.	5%
Total	100%

Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, interviews, Best and Final Offer, or negotiations.

Negotiation

Jaunt may undertake concurrent negotiations with Offerors determined to be within a competitive range. Jaunt does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by Jaunt if, in the sole opinion of Jaunt, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all Offerors whose proposals are within the competitive range may be conducted by Jaunt. Negotiations may be entered with one or more Offerors to finalize contract terms and conditions. In the event negotiations are not successful, Jaunt may initiate negotiations with the next ranking Offeror or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to Jaunt's Board of Directors as the successful Offeror for award.

Errors and Administrative Corrections

Jaunt reserves the right to allow corrections or amendments to be made that are due to minor

administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Offeror must be initialed by the person signing the Proposal.

Rejection of Proposals

Jaunt reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

Collusion

The Offeror guarantees that the proposal submitted is not a product of collusion with any other Offeror, and no effort has been made to fix the proposal price of any Offeror or to fix any overhead, profit, or cost element of any proposal price (Attachment D). Failure to submit the signed affidavit at the time of proposal opening shall be grounds for disqualification of the Offeror's offer.

If Jaunt determines that collusion has occurred among Offerors, none of the proposals from the participants in such collusion shall be considered. Jaunt's determination shall be final.

Eligibility For Award

In order to be eligible for award, Offerors must be responsive and responsible.

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Offerors are those prospective Contractors who, at a minimum, must:
 - 1. Have adequate financial resources, as required during performance of the Contract.
 - 2. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - 3. Have a satisfactory record of past performance.
 - 4. Have necessary technical capability to perform.
 - 5. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - 6. Are qualified as a regular provider of the services being offered.
 - 7. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

Contract Award

Contract award, if any, will be made by Jaunt to the responsible Offeror(s) whose proposal meets the requirements of the RFP, and will be the most advantageous to Jaunt with respect to operational plan, quality, and other factors as evaluated by Jaunt. Jaunt shall have no obligations until a Contract is signed between the Offeror and Jaunt.

Execution of Contract and Notice to Proceed

The Offeror(s) to whom Jaunt intends to award the Contract shall sign the Contract and return it to Jaunt. Upon authorization by Jaunt's Board of Directors, or designee, the Contract will be countersigned. Upon receipt by Jaunt of any required documentation and submittals by the Offeror, a Notice to Proceed may be issued, if appropriate.

Public Disclosure of Proposals

Jaunt is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to Jaunt will be available for inspection and copying by the public after the selection process has been concluded.

There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Virginia FOIA. It is Jaunt's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of Jaunt.

Precedence of Terms

In the event of an inconsistency between the Request for Proposal, the Contract Terms and Conditions, other included documents, or the Federal Transit Administration (FTA) Master Agreement and the state procurement law, the inconsistency shall be resolved by the following order of precedence:

- (1) Federal Transit Administration Master Agreement (24) (October 1, 2017) and FTA Circular 4220.IF, dated November 1, 2008 as amended.
- (2) Virginia's Public Procurement Act, as amended
- (3) Special Terms & Conditions contained in this Request for Proposal
- (4) Jaunt's Purchasing Contract, included in this Request for Proposal as Attachment G
- (5) The remainder of this Request for Proposal document
- (6) Contractor's Proposal

ATTACHMENT A: VENDOR CHECKLIST

(To verify that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

Item	Vendor Check-off	Jaunt Check-off
Cover Letter		
RFP Cover Page		
Attachment B Addendum Page		
Attachment C Government-Wide Debarment and Suspension		
Attachment D Non-Collusion Affidavit		
Proposal		

ATTACHMENT B: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

ATTACHMENT C: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (7) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (8) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:

Signature of Authorized Official: _____ Date / /

Name and Title of Contractor's Authorized Official:

ATTACHMENT D: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Offeror (if the Offeror is an individual), a partner in the proposal (if the Offeror is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Offeror is a corporation);
2. That the attached proposal(s) has been arrived at by the Offeror independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the invitation to proposal, designed to limit independent proposals or competition;
3. That the contents of the proposal or proposals has not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed _____

Firm Name _____

Subscribed and sworn to before me this ___ day of _____, 20

Notary Public

My Commission expires _____, 20

Offeror's E.I. Number _____ (number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT E: PROPOSED CONTRACT AND TASK ORDERS

JAUNT PURCHASING CONTRACT

This **Jaunt Purchasing Contract** (the “Contract”) is made as of the Effective Date, as defined herein, by and between Jaunt, Inc. (“Jaunt”), a Virginia stock corporation with a principal office address of 104 Keystone Place, Charlottesville, Virginia 22902 and _____ (“Contractor”). Jaunt and Contractor may each be referred to herein as a “party”, and collectively as the “parties”.

Whereas, Jaunt is a Virginia public service corporation that provides transit services and whose shareholders are political subdivisions of the Commonwealth of Virginia; and

Whereas, Jaunt desires to purchase certain goods or services and has issued and duly advertised a procurement solicitation dated _____ and identified as RFP/IFB # _____ (together with any addenda or corrections thereto, the “Procurement Solicitation”) which Procurement Solicitation is attached hereto as **Exhibit A** and describes in detail the goods or services Jaunt desires to purchase; and

Whereas, Contractor has submitted a proposal or bid (the “Proposal”) to provide to Jaunt the goods or services described in the Procurement Solicitation, a copy of the Proposal being attached hereto as **Exhibit B**; and

Whereas, Jaunt has reviewed the Proposal, and additional negotiated terms, clarifications, and pricing that were not included in the Proposal, if any, (the “Contract Negotiation Record”) are attached hereto as **Exhibit C**; and

Whereas, additional contractual terms required by the Commonwealth of Virginia Public Procurement Act and the Federal Transit Administration are attached hereto as **Exhibit D**; and

Whereas, Jaunt and Contractor now desire to enter into this Contract to provide for the sale from Contractor to Jaunt, and the purchase by Jaunt from Contractor, of the goods or services described in the Proposal.

Now, Therefore, Jaunt and Contractor agree as follows:

1. **Effective Date.** The Effective Date of this Contract is the earliest date this Contract, or counterparts thereof, has been signed by both parties.
2. **Contractor Identity.** Contractor represents and warrants that Contractor is licensed to perform business in the Commonwealth of Virginia and that Contractor holds all licensures and certifications required under the laws of the Commonwealth of Virginia or under federal law to be able to perform the services and/or sell the goods described in the Proposal. Contractor’s entity information is as follows:
 - a. Entity type: _____
 - b. State Corporation Commission Entity ID Number: _____
 - c. Principal Office Address: _____

3. **Incorporation of Exhibits.** All exhibits to this Contract are incorporated by reference and description into this Contract and are made a part of this Contract as if set forth fully herein. Failure to physically attach any exhibit to this Contract shall be deemed immaterial.
4. **Interpretation; Order of Precedence of Contract Documents.** This Contract and all exhibits hereto shall be interpreted in such a way that the terms are consistent with one another to the maximum extent possible. In the event of an express conflict, the terms of the body of this Contract shall take precedence over all exhibits; Exhibit B shall take precedence over Exhibit A; Exhibit C shall take precedence over Exhibits A and B; and Exhibit D shall take precedence over Exhibits A, B, and C.
5. **Term.** This Contract shall be effective as of the Effective Date and, unless earlier terminated or canceled, shall continue in effect for:
 - a. *Initial Term.* A term of _____ year(s) from the Effective Date (the “Initial Term”).
 - b. *Renewal Term.* At the expiration of the Initial Term, this Contract shall automatically terminate unless Jaunt, in Jaunt’s sole discretion, provides written notice to Contractor of Jaunt’s intent to exercise Jaunt’s right to extend the Contract for an additional term of ____ year(s) (the “Renewal Term”). Such written notice of intent to exercise the Renewal Term must be provided by Jaunt at least 30 days in advance of the expiration of the Initial Term.
 - c. *Temporary Extension for Services in Progress.* In the event that services are in progress but are not complete upon the expiration of the Initial Term or Renewal Term, if any, Jaunt shall have the right to extend this Contract to allow for such limited additional time as may be necessary (the “Temporary Extension”), as determined by Jaunt in its sole discretion, to provide for the completion of such services.
 - d. *Definition of Term.* The Initial Term, Renewal Term, if any, and Temporary Extension, if any, are referred to collectively herein as the “Term”.
6. **Description of Goods and/or Services.** Contractor shall provide to Jaunt all the goods and/or services that are specified within the Proposal (Exhibit B) and Contract Negotiation Record (Exhibit C). Without limitation, such goods and services shall strictly conform to the descriptions and timing of delivery or performance specified therein, or on an on-going basis as needed by Jaunt if no timing for performance of services is otherwise specified.
 - a. *Location of Services.* Unless otherwise specified in this Contract or agreed to in writing by Jaunt, all services shall be performed at Jaunt’s offices at 104 Keystone Place, Charlottesville, Virginia. Jaunt shall provide such access to Jaunt’s facilities as may be reasonably necessary for Contractor to perform its obligations under this Contract, provided that Contractor and its employees and agents shall comply with Jaunt’s safety and health environmental rules, as well as any other requirements which may be provided by Jaunt to Contractor. Jaunt reserves the right, upon

reasonable notice to Contractor, to audit and observe Contractor's performance hereunder at the facility where the services are being performed. Jaunt shall have the right upon written notice to Contractor to require Contractor to remove any of Contractor's personnel from the performance of the services for good cause, which may include, but is not limited to, deficient performance or concerns regarding integrity or criminal history.

- b. *Delivery of Goods.* Unless otherwise specified herein or agreed to in writing by Jaunt, all goods shall be delivered at Seller's expense to Jaunt's offices at 104 Keystone Place, Charlottesville, Virginia. Time is of the essence for the performance of all services and delivery of all goods hereunder. Acceptance, rejection, or revocation of acceptance of any goods delivered to Jaunt under this Contract shall be in accordance Title 8.2 of the Code of Virginia, provided that Contractor agrees that under no circumstances shall Jaunt's reasonable opportunity to inspect goods be less than 10 business days.
7. **Price.** In consideration for Contractor fulfilling its obligations as set forth in this Contract, Jaunt shall pay to Contractor the purchase price, rate, or charges as may be specified in the Proposal (Exhibit B) and Contract Negotiation Record (Exhibit C) (the "Price"). The Price is fair and full compensation for the goods and/or services to be provided hereunder, and is inclusive of all taxes, insurance, fringe benefits, shipping, and any and all other expenses and fees whatsoever.
8. **Invoicing Procedure.** The Price shall be payable from Jaunt to Contractor as follows:
 - a. *Timing of Invoices.* Unless some other timeframe for invoicing is specified herein, Contractor shall submit an invoice to Jaunt no later than the 15th day of each month, such invoice to include all portions of the Price due for goods or services provided in the immediately preceding calendar month. All invoices shall be submitted to Jaunt, Accounts Payable, at ap@ridejaunt.org, or such other person or by mail per paragraph 15 below or otherwise as designated by Jaunt from time to time. Contractor's invoice shall include, or be accompanied by, such information and documentation as may be reasonably required by Jaunt to determine the correctness of the invoice. Invoices which do not include the information and documentation reasonably required by Jaunt shall be returned unpaid to Contractor for correction and re-submission.
 - b. *Timing of Payment.* Jaunt shall pay all undisputed portions of properly documented invoices within 30 days after receipt of Contractor's invoice. If Jaunt disputes any portion of an invoice or determines that the goods or services provided do not conform to the requirements of this Contract, Jaunt shall provide written notice to Contractor within 30 days after receipt of Contractor's invoice indicating the reason Jaunt is withholding any amount, and Jaunt shall pay the undisputed portion of the invoiced amount. Neither the payments made to Contractor, nor the method of such payments, shall be deemed acceptance by Jaunt of the services or goods.

9. **Accuracy of Contractors Proposal.** Contractor represents and warrants that all statements and representations in its Proposal were true and accurate at the time they were made and remain true and accurate as of the Effective Date, that Contractor is ready and able to perform its obligations under this Contract, and that the goods and services provided under this Contract will conform to the statements and representations in its Proposal.
10. **Compliance with Laws and Regulations.** At all times during the Term, Contractor shall comply with all federal, state, and local laws, regulations, and ordinances that are applicable to Contractor's business, including without limitation Contractor's obligations under this Contract. Contractor shall timely pay all taxes relating to the work performed under this Contract and shall timely pay all fees necessary to maintain the certifications and licensures needed to perform its obligations under this Contract.
11. **Confidentiality.** Contractor understands and agrees that Jaunt maintains or possesses certain confidential information, included but not limited to Jaunt's employee records, records relating to Jaunt's customers and riders, certain software and proprietary information, and any information that may be marked "confidential", "proprietary", "business secret", or similar descriptive labels. Contractor agrees to not to access, possess, manipulate, change, or delete such information without Jaunt's express consent. In the event that Contractor accesses or possesses such confidential information, or information that Contractor reasonably believes may be confidential, Contractor agrees to take reasonable measures to safeguard such confidential information and to disclose such confidential information only to those employees of Contractor who need access to such confidential information to perform the services or deliver the goods hereunder, or as may be required by law or court order. Under no circumstances shall Contractor disclose confidential information to third parties without Jaunt's express permission, which permission may be conditioned upon Contractor and such third party entering into a confidentiality agreement acceptable to Jaunt.
12. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless Jaunt and its shareholders, directors, officers, agents, volunteers, and employees from and against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses whatsoever, including attorney's fees, resulting from or arising out of (i) Contractor's breach of this Contract, (ii) Contractor's or its agent's and subcontractor's negligent activities or omissions, or (iii) from which the Contractor would have legal liability to Jaunt or any third party outside of this Contract. Jaunt retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including attorney's fees, expert witness fees, and court costs.
13. **Termination.** This Contract may be terminated as follows:
- a. *Termination by Jaunt.* Jaunt may terminate this Contract at its sole discretion and for any or no reason upon 30 days' prior written notice to Contractor. Upon such termination, Contractor shall be entitled to receive payment for all work performed in accordance with this Contract as of the date of termination. Contractor understands and acknowledges that this Contract is subject to financial assistance

provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and Jaunt’s governmental shareholders, and that one possible reason for termination by Jaunt is a reduction of Jaunt’s financial assistance from such sources.

b. *Termination for Breach after Notice and Opportunity to Cure.* Either party may terminate this Contract for a breach by the other party of any of the terms and conditions of this Contract, without prejudice to any other rights or remedies the non-breaching party may have, provided the party seeking to terminate the Contract for breach must notify the other party in writing of the nature of the breach and provide a period of time not less than 30 days within which such party shall have an opportunity to cure the alleged breach.

c. *Immediate Termination for Insolvency.* Either party may cancel this Contract immediately upon written notice to the other in the case of bankruptcy, insolvency, or appointment of custodian, receiver, trustee, or liquidator of the other party.

14. **Obligation Upon Receipt of Notice of Termination.** Upon receipt of a notice of termination in accordance with this Contract, Contractor shall reasonably discontinue or wind down its services or production of goods in accordance with Jaunt’s instructions, and shall coordinate in good faith with Jaunt to take all appropriate actions to minimize Contractor’s costs and liabilities incurred during the Term. Jaunt shall have no responsibility to pay for services performed or goods delivered after the effective date of termination.

15. **Notices.** Any notice that is required to be delivered to a party under this contract shall be delivered to the following designated persons. New or different persons may be designated in writing from time to time by each party.

a. *If to Jaunt:* _____, Contract Administrator
104 Keystone Place
Charlottesville, Virginia 22902
Facsimile:
Email: _____

b. *If to Contractor:* _____

16. **Insurance Requirements.** Unless higher limits are otherwise specified in this Contract, during the Term Contractor shall maintain the below-listed minimum insurance coverages in full force and effect. These coverages may be satisfied through a combination of insurance policies, provided that coverage requirements are met in the aggregate amount.

All coverages must be provided by a company or companies licensed to conduct business within the Commonwealth of Virginia.

- a. *Workers' Compensation Insurance.* Workers' Compensation Insurance coverage is required only for employers of three or more employees, to include the employer. Contractors who fail to notify the Jaunt of increases in the number of employees that change their workers' compensation requirements during the Term shall be in noncompliance with the Contract.
 - b. *Employer's Liability.* Employer's Liability coverage is required in the amount of \$100,000.
 - c. *Commercial General Liability.* Commercial General Liability is required in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability must include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, and shall not exclude punitive damages.
 - d. *Automobile.* Automobile Liability coverage is required in the amount of \$1,000,000 combined single limit only if a motor vehicle not owned by Jaunt is to be used as part of the services provided under the Contract. Automobile liability coverage shall not exclude punitive damages.
 - e. *Proof of Insurance.* On or before the Effective Date, and annually thereafter, Contractor will submit certificates evidencing that Contractor has obtained insurance in the coverages and amounts required by this Contract. Jaunt may, at Jaunt's sole option, require Contractor to list Jaunt and/or its elected and appointed officials, agents, and employees as additional insureds by endorsement to the commercial liability and automobile policies. In the event that Contractor receives notice of cancellation for any reason, non-renewal or material change in insurance coverage or limits, Contractor will immediately notify Jaunt. In the event of cancelation of Contractor's insurance for non-payment, Jaunt retains the right, but is not obligated, to pay any premiums and deduct such amounts from any payments due Contractor.
17. **Independent Contractor.** Contractor shall at all times during the Term be an independent contractor of Jaunt. This Contract does not, and shall not be construed to, create any employment relationship, agency, or partnership whatsoever. Neither party has the authority to make any statements, representations, or commitments of any kind nor to take any action binding on the other except to the extent (if any) provided for in this Contract.
- 2.1. **No Third-Party Beneficiaries or Obligations.** Nothing in this Contract shall create or be recognized to create and shall not be construed or interpreted to create any third-party beneficiary. Nothing in this Contract shall obligate, or be construed to obligate or create any expectation, with respect to any third party, including without limitation Jaunt's shareholders.

18. **Assignment.** Unless a subcontractor is expressly identified in Contractor’s Proposal, Contractor shall not subcontract to any other person or entity any of the work to be performed under this Contract without Jaunt’s permission in writing. Contractor may not assign this Contract, or any portion thereof, to any third party without Jaunt’s written permission. Jaunt may assign its rights and obligations under this Contract to any successor to the rights and functions of Jaunt or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent Jaunt deems necessary or advisable under the circumstances.
19. **Amendment by Purchase Order or Change Order.** To the extent permitted by applicable laws and regulations, including without limitation Virginia Code § 2.2-4309, Jaunt and Contractor may agree on (i) the purchase of goods or services in addition to those specified in the Proposal or (ii) a reduction to the goods and services purchased hereunder. Such change may be documented in a supplemental change order or purchase order (the “Change Order”) signed by both parties, which Change Order shall describe the change to the goods or services to be provided and any changes to the price thereof. Despite the Change Order being a separate document, all terms of this Contract shall apply to any Change Order entered into between Jaunt and Contractor during the Term.
20. **Claims, Administrative Issues, and Appeals.** Jaunt will be solely responsible for the settlement of all contractual and administrative claims by Contractor arising from this Contract. All contractual and administrative claims by Contractor shall be adjudicated using the following procedures:
- a. *Claims Process.*
 - i. Contractor shall give Jaunt written notice of the intention to file a contractual claim at the time of the event or the beginning of the work upon which the claim is based.
 - ii. Contractual claims must be submitted in writing to Jaunt no later than 60 days after final payment.
 - iii. Jaunt and Contractor shall work in good faith to resolve any claim through negotiation between senior-level personnel.
 - iv. Jaunt’s Executive Director, or their designee, shall make a written decision addressing the claim within 90 days of submission.
 - b. *Administrative Appeal.*
 - i. Contractor may appeal the decision rendered above in Subsection (a)(iii) by filing a Letter of Appeal with Jaunt within 10 days of the date of the decision being challenged. No appeal will be allowed if the Letter of Appeal is untimely.
 - ii. The Letter of Appeal shall specify the basis for the appeal, the relief sought, and whether a hearing is requested.
 - iii. If a hearing is not expressly requested, Jaunt shall render a written decision within 10 days of receiving the Letter of Appeal.

- iv. If a hearing is requested, the hearing shall be held within 30 days of receipt of the Letter of Appeal. The hearing will be conducted by a disinterested arbiter appointed by Jaunt. The arbiter should be an attorney-at-law. Each party will have the opportunity to present pertinent information during the hearing. The hearing shall be an informal administrative proceeding, rather than a judicial-like trial, but it is nevertheless the appellant's burden to produce evidence sufficient to show that prior decision was erroneous. The hearing shall be recorded and transcribed. A final decision with findings of fact will be issued within 21 days of the hearing.
 - c. *Judicial Review.* The process set out in Subsections (a) and (b) is a mandatory prerequisite to filing any judicial action against Jaunt. After the completion of such process, however, such a judicial action may be filed within 21 days of the issuance of the arbiter's decision and not afterward. Such arbiter's decision shall be presumed correct and shall not be set aside unless (i) it reflects a material legal error, or (ii) it is factually unsupported by the record of the arbiter's hearing. The arbiter is entitled to assess the credibility of all witnesses and such assessments shall not be attacked judicially.
 - d. *Performance During Claims Process.* Unless Contractor has terminated the contract pursuant to an express right of termination provided herein, Contractor shall continue to perform its obligations under this Contract during the pendency of this claims process and any appeal.
21. **Governing Law and Venue.** This Contract shall be governed by Virginia law. Any dispute or procedure arising from or interpreting this Contract, or pertaining to the services or goods sold by Contractor to Jaunt hereunder, shall be heard in the General District or Circuit Courts of Albemarle County, Virginia.
22. **Limitation of Liability.** The amount of Jaunt's liability to Contractor under this Contract is limited to the portion of the Price to be paid hereunder during the one calendar year immediately preceding the event giving risk to any such liability. In no event shall Jaunt be liable to Contractor for consequential damages, economic damages, loss of business, incidental damages, punitive damages, or any other type of damages whatsoever other than payment of the Price.
23. **Attorney's Fees.** In the event that Jaunt prevails in an action against Contractor for breach of this Contract or to enforce this Contract, Jaunt shall be entitled to recover its reasonable attorney's fees expended in such action.
24. **Construction of Contract.** No rule of construction about the drafter of this Contract shall be used to construe or interpret any provision of aspect of this Contract. Captions used in this Contract are solely for convenience and are not to be used for applying, construing or interpreting this Contract.

25. **Waiver.** The waiver or approval by either party of or under any term or condition of this Contract at any time shall not be deemed a waiver or approval unless provided in writing by an authorized representative of the waiving or approving party. No waiver or approval given shall be deemed to apply to such term or condition as to any other matter or aspect or for any subsequently required waiver or approval. A waiver of any failure to perform under this Contract shall neither be construed as nor constitute a waiver of any subsequent failure.

26. **Entire Agreement; Amendment.** This Contract, together with any Change Orders, is the entire agreement between Contractor and Jaunt concerning the subject matter hereof. Any amendment to this Contract must be in writing and signed by both parties.

In witness hereof, the parties have executed this Contract, intending to be bound hereby.

Jaunt, Inc.

By:

_____ (L.S.) _____

Ted J. Rieck, AICP, Chief Executive Officer

Date

Contractor:

By:

_____ (L.S.) _____

Title: _____

Date

Schedule of Exhibits:

- Exhibit A – Procurement Solicitation
- Exhibit B – Proposal
- Exhibit C – Contract Negotiation Record (if any)
- Exhibit D – Required VPPA and Federal Clauses
- Exhibit E—Task Order Agreement

Exhibit A – Procurement Solicitation

Exhibit B – Proposal

Exhibit C – Contract Negotiation Record (if any)

Exhibit D – Required VPPA and Federal Clauses

VPPA General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Jaunt that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - 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 any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. 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.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Jaunt, the Contractor certifies that the Contractor 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.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Jaunt all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Jaunt under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**

Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Jaunt reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, Jaunt shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from Jaunt, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from Jaunt, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Jaunt.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in

question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. Jaunt encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: Jaunt may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to Jaunt all such information and data for this purpose as may be requested. Jaunt reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. Jaunt further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy Jaunt that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **TESTING AND INSPECTION**: Jaunt reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of Jaunt.
- N. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for

performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Jaunt, after due oral or written notice, may terminate this contract and procure all goods and/or services contracted for, from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Jaunt may have.
- P. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Jaunt of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Jaunt, Inc. shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by Jaunt is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000
aggregate	
Architecture	\$2,000,000 per occurrence, \$6,000,000
aggregate	
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000
aggregate	
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	<i>Code of Virginia</i> § 8.01-581.15
	https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000
aggregate	

Landscape/Architecture	aggregate	\$1,000,000 per occurrence,	\$1,000,000
Legal		\$1,000,000 per occurrence,	\$5,000,000
aggregate			
Professional Engineer		\$2,000,000 per occurrence,	\$6,000,000
aggregate			
Surveying		\$1,000,000 per occurrence,	\$1,000,000
aggregate			

Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.

R. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

S. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- V. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** 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 a public body pursuant to the *Virginia Public Procurement Act* 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- Y. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that

the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Federal Transit Administration Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

- b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on

payment for the preservation and protection of goods.
Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This

liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:
1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Exhibit E: Task Order Agreement

JAUNT TASK ORDER

JAUNT Task Order Number: _____

Date of issuance: _____

This Task Order is issued pursuant to the JAUNT PURCHASING CONTRACT dated _____ (hereinafter the "Agreement") between Jaunt, a public service corporation ("Jaunt") and _____ ("Contractor"). All terms set forth in the Agreement are hereby incorporated by reference.

Scope of Work:

The Scope of Work, contained in Attachment A of this Task Order, shall be performed in compliance with all requirements of the Agreement. Jaunt reserves the right to adjust the Scope of Work at any time prior to or after commencement of performance. No extra services (beyond the Scope of Work) or change in the service described in the Scope of Work shall be valid unless presented to and approved by Jaunt in writing.

Time of Performance. Time is of the essence. Contractor shall commence performance of the services described in the Scope of Work on: _____ and shall complete such services by _____, in accordance with the schedule contained in Attachment A unless otherwise agreed to in writing by Jaunt. Contractor shall immediately notify Jaunt in event of any delay or circumstance which in Contractor's opinion may cause a delay in performance.

Inspection. Jaunt shall have the right to inspect all services and goods provided by Contractor pursuant to this Task Order. Inspection of such services, work and/or goods or failure to inspect such services, work and/or goods shall not relieve or release Contractor from any applicable warranty or indemnity obligation as forth in the Agreement. Payment for the services, work and/or goods shall not constitute a waiver of warranty or acceptance of any defective service, work and/or goods.

Warranty. All services, work and/or goods provided by Contractor pursuant to this Task Order shall comply with the warranty provisions set forth in the Agreement.

Payment Terms. Payment shall be made in accordance with the schedules set forth in the RFP.

Payment amount: Contractor shall be compensated for the services as described in the Scope of Work (Attachment A) pursuant to this Task Order in the amount of _____ \$ _____, subject to deductions, offsets, and chargebacks, if any. Payment shall be made pursuant to the terms of the Agreement and RFP.

Assignment. Contractor may not assign, transfer, sell or pledge this Task Order or any right hereunder without written approval of Jaunt.

Acceptance of Task Order. Contractor warrants and represents that by acceptance of this Task Order, Contractor agrees to comply with the terms set forth in the Agreement,

RFP and this Task Order. Contractor shall not attempt to vary, limit, disclaim, alter, amend, restrict or contradict the terms of this Task Order, RFP or Agreement through any means, either written or oral. Any such written or oral acceptance or attempt to vary, limit, disclaim, alter, amend, restrict or contradict the terms of this Task Order, RFP or Agreement is hereby expressly rejected by Jaunt.

Insurance. Contractor shall at all times maintain insurance as required by the Agreement.

Governing Law. This Task Order and all matters related to this Task Order shall be decided in accordance with the laws of the Commonwealth of Virginia. Any action, claim, suit, or proceeding between the Contractor and Jaunt shall be initiated and maintained solely and exclusively in the _____ legal venue. Each party irrevocably submits to the general jurisdiction of such courts and waives any objection to the venue of any such court. Each party further waives trial by jury in any such action.

Agreed to and accepted by:

Contractor

By: _____ [Printed Name: _____]

Title: _____

Date: _____

Jaunt

By: _____

Name: _____

Title: _____

Date: _____

Attachment A

Scope of Work, Schedule, and Budget