



INVITATION FOR BIDS (IFB)
COVER PAGE

Issue Date: August 28, 2024

IFB# 75118

Title: Mechanical & HVAC Repair and Preventive Maintenance

Commodity Code: 03103 - Air Conditioners: Commercial, Parts and Accessories not Individually Itemized
03167 - HVAC Equipment, Accessories and Supplies (Not Otherwise Classified)
91017 - Energy Computerized Control System (HVAC, Lighting, Utilities, ETC.) Installation, Maintenance, and Repair Services
91450 - Heating, Ventilating and Air Conditioning (HVAC)

Issuing Agency: Jaunt, Inc.
104 Keystone Place
Charlottesville, VA 22902

Period Of Contract: Two (2) years from the date of execution, with three (3), one (1) year renewal options upon the mutual written agreement of the parties.

Jaunt will receive sealed bids for the above named project until 1:00 PM EDT on October 3, 2024. All bids must be submitted via eVA. Instructions on how to submit a response via eVA are included in this IFB. Bids received after the date and time specified above shall be considered late and shall not be considered.

All inquiries for information should be directed to Mike Mills, Director of Procurement, Phone (434) 296-3184 x 145. All questions should be submitted via email to mikem@ridejaunt.org before 1:00 PM, on September 13, 2024.

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

* Virginia Contractor License No. _____ * DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____

Name And Address Of Firm: _____ Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
eVA Vendor ID or DUNS #: _____ Title: _____
Fax Number: (____) _____ Telephone Number: (____) _____
E-mail Address: _____

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.

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ATTACHMENTS

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1. INTRODUCTION

Jaunt provides regional paratransit and fixed route (commuter bus) 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 104 vehicles, Jaunt maintains an exemplary record of safety; reliability; and courteous, cost-effective service.

2. BACKGROUND INFORMATION

The purpose and intent of this IFB is to establish a firm fixed hourly rates requirements contract with one (1) or more qualified source(s) for the procurement of HVAC repair and preventative maintenance services, on an as-needed basis, for Jaunt, Inc., hereinafter referred to as “Jaunt” in accordance with the specifications, terms, and conditions stated herein. The resulting contract shall be used as the primary source for the services described herein.

3. INSTRUCTIONS TO BIDDERS

3.1 Submittal Requirements

Firms, organizations, or individuals (hereafter “Bidders”) interested in submitting a bid in response to this IFB should submit 1 original, marked “Original” and 2 copies, marked “Copy” of their bid, and 1 electronic copy submitted on a thumb drive for review and evaluation by Jaunt. Failure to provide the required copies and information will be considered during the evaluation process and your bid may be marked as non-responsive.



3.2 Bid Submittals

In order for your bid to be declared responsive, the following bid submittals must be included in your bid package:

- A. IFB Cover Page, completed and signed
- B. Acknowledgement of Addenda if any (Attachment D – Addendum Page); Virginia State Corporation Commission Form (Attachment C)
- C. Licenses & Permits: Documentation showing any licenses and/or permits required and applicable to this requirement.
- D. References-Subcontractor: Provide at least three (3) recent references where the proposed product/service have been successfully used within the past five (5) years. Please use Attachment A – Reference Form.

4. ADMINISTRATIVE & BID SUBMISSION INSTRUCCIONS

4.1 Proposed Schedule

The following dates are proposed by Jaunt; however, the dates and times may be changed as the need of Jaunt change. It is solely the bidder's responsibility to stay informed on dates and times.

1. IFB release date – August 28, 2024
2. Pre-bid Conference & Site Visit – September 12 at 10:00 A.M. (EDT)
3. Final date to receive written questions – September 13, 2024 at 1:00
4. IFB closing date – October 3, 2024 at 1:00 P.M. (EDT)
5. Anticipated acceptance of bid – TBD

4.2 Bid Submission – Instructions

All bids must be submitted electronically online via eVA (<https://eva.virginia.gov/index.html>). The entire bid response including any/all attachments and any/all addenda must be submitted electronically in eVA no later than the closing date and time stated on the electronic solicitation posting. If you are not registered in eVA, you must register in order to submit a proposal. Bids received by telephone, email, facsimile, or any other means of electronic transfer will not be accepted.

To learn how to submit an online bid in eVA please refer to the online supplier training page at: <https://eva.virginia.gov/supplier-training-materials.html>

The link to the video “Viewing and Responding to Solicitations” can be found on the Supplier Training Materials page at: <https://www.youtube.com/watch?v=KSxcAkOekW0>.

It is the responsibility of the Bidder to ensure the bid and all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting. Bidders should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at eVACustomerCare@DGS.Virginia.gov

4.3 Late Bids

- A. Jaunt will judge any Bid received in the Procurement Department after the closing date and time as late and Jaunt will **not** open it nor consider it for selection.

4.4 Questions Concerning IFB

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this IFB or the selection process, must be made in writing, (email is acceptable) and sent to Mike Mills, Director of Procurement at mikem@ridejaunt.org. Questions should be submitted by the following deadline: September 13, 2024 at 1:00 P.M. EDT. All questions must be received in writing.
- B. Failure by bidder to ask questions, request changes, or submit objections by the date indicated above shall constitute the bidder's acceptance of all of the terms, conditions, and requirements set forth in this IFB.
- C. No answers given in response to questions submitted shall be binding upon this IFB unless released in writing as an Addendum to this IFB by Jaunt.



4.5 Pre-bid Conference and Site Visit

Jaunt will hold a Pre-bid Conference and Site Visit on September 12, 2024 at 10:00 AM EDT at the Jaunt office located at 104 Keystone Place, Charlottesville, VA 22902. While attendance is not mandatory, prospective bidders are strongly encouraged to attend. Immediately following the Pre-bid Conference there will be time set for a Site Visit to tour the Jaunt facility and review equipment.

4.6 Basis of Award

Jaunt will make an award on aggregated basis to the lowest responsive and responsible bidder. Jaunt reserves the right to conduct any test it deems reasonably practicable before bid award. Jaunt also reserves the right to reject any or all bids, completely or in part, to waive informalities, and to delete items prior to making award, whenever it is in the sole opinion of Jaunt to be in its best interest.

4.7 Bid Acceptance/Rejection

- A. Jaunt reserves the right to accept or reject any or all bids received as a result of this IFB. Jaunt reserves the right to waive any informalities, defects, or irregularities in any bid, or to accept that bid, which in the judgment of the proper officials, is in the best interest of Jaunt.
- B. Jaunt has the sole discretion and reserves the right to cancel this IFB, and to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it deemed to be in Jaunt's best interest to do so.

4.8 Minor Irregularities

Jaunt reserves the right to waive minor irregularities in submitted bids if such action is in the best interest of Jaunt. A minor irregularity is defined as an issue that does not have an adverse effect on Jaunt's best interests and will not affect the outcome of the selection process by giving any bidder an advantage or benefit not enjoyed by other bidders.

4.9 Contract Type

Jaunt will be issuing a firm fixed requirement type Contract to establish terms and conditions, and pricing for work to be performed.

4.10 Term of Contract

- A. The initial term of any contract issued from this IFB shall be for two (2) years with the option to renew for a period of three (3) additional one (1) year periods upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
- B. Renewal of the Term of the Contract:
 1. Jaunt reserves the right to renew this Agreement for three (3) additional 1 (1) year periods under the same terms and conditions, contingent upon successful performance of the Contractor and subject to mutual agreement.
 2. Jaunt may renew the terms of the contract by written notice of the Contractor before the expiration of the Contract, provided that Jaunt shall give the Contractor a preliminary written notice of its intent to renew at least sixty (60) days before the Contract expires. The preliminary notice does not commit Jaunt to a renewal.

4.11 Limited Confidentiality of Information

- A. Jaunt is governed by the Virginia Freedom of Information Act. If you submit information that you consider exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid is exempt from the Virginia Freedom of Information Act and identify the specific statutory exemption section that applies to each.
- B. Jaunt will maintain the confidentiality of such trade secrets to the extent provided by law. If the Bidder labels all or most pages of the Bidder's bid as "trade secret" Jaunt may judge the Bid as non-responsive and therefore it shall not be considered for award.

4.12 Competency of Bidder



- A. As part of its evaluation process, Jaunt may make investigations to determine your abilities to meet your contractual obligations under this IFB. Such investigations may include requests for information such as Dun & Bradstreet reports, financial statements, bank, project or other references, information regarding other work under contract and bonding of subcontractors where applicable. Jaunt reserves the right to reject your bid if you fail to satisfy Jaunt that you are properly qualified to carry out the obligations under this IFB.
- B. Jaunt reserves the right to verify financial stability in determining responsibility.

5. SPECIAL TERMS AND CONDITIONS

5.1 Brand Name or Equal/Brand Name Only

- A. If a product or service requested by this IFB has been identified in the specifications by a brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. Bidders proposing an equivalent product or service that will be acceptable. Bidders proposing an equivalent product or service will be considered for award if such product or service is clearly identified in the bid and is determined by Jaunt to fully meet the salient characteristic requirements listed in the specifications.
- B. Unless the bidder clearly indicates in its bid that it is proposing an equivalent product or service, the bid shall be considered as offering the same brand name referenced in the specifications.

5.2 Quantities

The quantities specified are annual estimates only to be used in the evaluation of bid responses. These quantity estimates are not necessarily to be purchased under any resulting contract. If requirement do not result in an order in the quantities described as “estimated”, that fact shall not constitute the basis for an equitable price adjustment.

5.3 Subcontracts

No portion of the work shall be subcontracted without prior written consent of Jaunt. All Bidders shall include with their bid submission a listing showing all proposed Subcontractors to be utilized under this resulting contract. Jaunt reserves the right to reject the successful Bidder’s selection of Subcontractors if it is deemed to be in the best interest of Jaunt to do so. If a Subcontractor is rejected, the Bidder may replace that Subcontractor with another Subcontractor subject to the approval of Jaunt. Any such replacement shall be at no additional expense to Jaunt, nor shall it result in an extension of time without Jaunt’s approval.

6. INSURANCE REQUIREMENTS

A. Each Bidder shall include in its Bid proof of insurance capabilities, including but not limited to, the following requirements: *(Coverage must be purchased and in place prior to a purchase order or contract being executed by Jaunt.)*

B. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to Jaunt.

C. The Contractor shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated in the solicitation. Technical Bids must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

D. The Contractor shall be responsible for its Work and every part thereof, and for all Materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

E. The Contractor shall, during the continuance of all Work under the Contract provide and agree to maintain the following:



1. Worker's Compensation and employer's liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

2. General liability insurance in the amount prescribed by Jaunt, to protect the Contractor, its Subcontractors, and the interest of Jaunt, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted Work. The general liability insurance shall also include the "Broad Form General Liability Endorsement", in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability coverage shall continue in force for one (1) year after completion of Work.

3. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted Work, will be insured under either a standard automobile liability policy, or a commercial general liability policy.

F. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.

G. The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.

H. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Procurement Director before any work is started.

I. The Contractor will secure and maintain all insurance policies of its Subcontractors which shall be made available to Jaunt on demand.

J. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) Days of demand by Jaunt. These certified copies will be sent to Jaunt from the Contractor's insurance agent or representative.

K. No change, cancellation, or non-renewal shall be made in any insurance coverage without thirty (30) Day written notice to the Procurement Director. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Procurement Manager.

L. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the Contract term, Jaunt shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to Jaunt for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

M. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this section or under any other section or provisions of the Contract.

N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude Jaunt from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.



O. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and Jaunt. The Contractor shall be as fully responsible to Jaunt for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

Q. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

R. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Procurement Director, may be considered.

S. Jaunt shall be named additional insured in the general liability policies and stated so on the certificate of insurance.

T. Coverages and Limits – For specific Coverages and Limits required for this project, see Attachment E - Sample Contract Agreement.

7. **SCOPE OF WORK/SPECIFICATIONS**

The Contractor shall perform repair and preventive maintenance services for commercial HVAC equipment (listed in the attached Exhibit I) installed throughout the Jaunt facility (to include emergency or non-emergency work), in accordance with the terms and conditions stated herein.

References: The Contractor shall adhere to the following references for their work:

ANSI- American National Standards Institute
ASME- American Society of Mechanical Engineers
ASTM- American Society of Testing Materials
BOCA- Building Officials and Code Administrators
EPA- Environmental Protection Agency
SMACNA - Sheet Metal and Air Conditioning Contractors National Association

PART ONE: PREVENTIVE MAINTENANCE SERVICES

The Contractor shall provide all supervision, parts, labor, tools, travel, materials, equipment, delivery, resources and workmanship as may be required to provide Preventive Maintenance Services for Commercial type HVAC equipment at Jaunt's facility and outlined below in HVAC Basic Preventive Maintenance. Jaunt makes no representation or guarantee as to the condition of equipment on the start date of the contract, and no adjustments will be made in the contract price relative to equipment condition after contract award.

A. Preventive Maintenance Services shall primarily consist of quarterly and annual inspections, cleaning, lubrication, adjustments, calibration, replacement of minor parts and components (i.e., filters, belts, hoses, fluids, hardware, etc.), and identification of any needed repairs, as required to minimize malfunction, breakdown, and deterioration of the equipment. All systems and equipment shall be maintained in continuous good operating condition in accordance with manufacturer's specifications. Jaunt's Preventive Maintenance Service Requirements shall include, but not be limited to the following:

1. Preventive maintenance inspections and services, per manufacturer requirements.
2. Cleaning and replacement of parts and equipment, as scheduled, and as needed.
3. Lubrication of parts.
4. Maintenance of records, detailing service, preventive maintenance, and predictive maintenance.
5. Calibration of equipment, as needed.



6. Submittal of reports, service, and preventive/predictive maintenance records as specified. (Records, reports, and other required documentation shall be submitted in hard copy and in electronic form in pdf format).
7. Repairs, as authorized by Jaunt.
8. Installation of new equipment, as authorized by Jaunt.
9. The Contractor shall, within five (5) working days of contract award, provide the Jaunt Project Manager, electronically via email, their proposed preventive maintenance program and schedule which outlines dates for regular preventive maintenance inspections and services.
10. The services and frequencies outlined in the HVAC Basic Preventive Maintenance are not all inclusive of work to be performed. It is the Contractor's responsibility to develop a preventive maintenance program based on the requirements listed along with the equipment manufacturer's recommended maintenance, taking into account the equipment, its use and the overall operating conditions that the equipment is subject to.
11. Upon Jaunt approval of the Contractor's preventive maintenance program and schedule, the Contractor shall start servicing the equipment within fifteen (15) days.
12. Annual inspections and associated preventive maintenance shall be performed on all HVAC units prior to the beginning of the peak cooling season (not later than May 1), and prior to the beginning of peak heating season (not later than November 1). Two (2) additional preventive maintenance services will be scheduled so that services are conducted quarterly, unless otherwise specified.
13. The Contractor shall develop reporting forms acceptable to the Jaunt Project Manager for reporting and project status purposes. These forms and reports shall be submitted as required, in both electronic form and hard copy, to the Jaunt Project Manager following each inspection, service call and emergency call.
14. If during routine preventive maintenance work, the Contractor discovers that repairs are required or needed, the Contractor shall provide a proposal, for approval by Jaunt, of any necessary repairs or replacement of equipment.
15. Jaunt shall provide electricity, water and sewer services as necessary for the performance of work under this contract. The Contractor shall supply all connections to the utilities, such as hoses, etc.
16. All preventive maintenance services listed herein shall be performed as part of the firm fixed cost for preventive maintenance service as indicated in **PART ONE of the Pricing Schedule, Attachment B.**
17. Jaunt reserves the right to add or remove equipment to or from the resulting contract at its sole discretion. New equipment purchased by Jaunt on a furnish and install basis shall be maintained by the Contractor who installed it until such time as the original warranty expires. Upon expiration of the original warranty, the Contractor under this resulting contract shall assume responsibility for preventive maintenance and minor repair services as outlined herein or per manufactures requirements. The cost of the preventive maintenance service for the additional equipment shall be agreed to in advance by both parties.

HVAC Basic Preventive Maintenance Outline

Minimum requirements for HVAC Units Preventive Maintenance Services

Backflow Prevention

- Annual Inspection
 - Test operation of one backflow preventer one time per year. For devices that pass inspection, document compliance certification with the local authority with jurisdiction. For devices that fail inspection, quote repair or replacement. Upon customer approval, perform repairs then re-test and certify with local authority with jurisdiction.



Boiler

- Semi-Annually
 - Primary Service Inspection
 - Perform one extensive inspection to provide maintenance and check equipment safety controls.
 - Combustion Analysis and Adjustment
 - Provide one burner combustion analysis per year. Utilizing electronic flue gas analysis, adjust the burner controls and linkages, as required, for efficiency and pollution control. If the existing equipment does not meet current pollution requirements, make recommendations for system improvements.
 - Waterside Inspection (As applicable to appliance)
 - Provide service to drain, inspect and flush the water side of the boiler.
 - Fireside Inspection and Cleaning
 - Inspection. Open and inspect the fireside section of the boiler.
 - Cleaning. At the time of inspection, brush clean the combustion side of the heat exchanger. Replace Rods, Ignitors, and Gaskets.

Cooling Tower

- Semi-Annually
 - Cooling Tower/Fluid Cooler Drain and Refill
 - Provide one annual service to drain and refill the cooling tower for the purposes of cleaning at a time mutually agreeable.
 - Cooling Tower/Fluid Cooler Cleaning
 - Provide one annual service to provide the following:
 - Perform sanitization compliant with ASHRAE 188 (Legionella Risk Minimization).
 - Clean and remove normal debris from basins and distribution pans.
 - Service fan motors and drive assemblies.
 - To include annual belt change checking tension and alignment.
 - Lubricate bearings per manufacturer's specifications.
- Routine Operating Inspections
 - Provide three additional operating inspections to monitor system performance, equipment operation, safety controls, and fluid levels to maximize efficiency and reliability.

Water Treatment (servicing condenser loop, cooling tower, water source heat pumps, and boilers)

- Service will be provided on a **monthly (12x)** basis by a trained water treatment service professional to test, monitor, and provide a written service report of findings and any recommendations for improvement. Service will include the following:
 - Visually inspect chemical feed equipment for leaks
 - Pull tower sample, analyze, and compare against make-up water and system control ranges
 - Periodically inspect and clean sensors/probes
 - Check controller function and calibrate sensors
 - Prime and adjust chemical feed rate
 - Check chemical levels
 - Prepare and submit written/electronic report. Each report will include the following tests that are applicable to monitor the control limits of corrosion and deposition:
 - Conductivity
 - pH



- Calcium
- M Alkalinity
- Molybdate
- Nitrite

Pumps Maintenance

- Semi-Annual
 - Labor and materials to lubricate bearings, check alignment, and clean strainers sem-annually

Ducted Split Systems, Water Sourced Heat Pumps

- Semi-annual inspections to include:
 - Spring Pre-Cooling Inspection
 - Check system performance, equipment operation and safety controls, and fluid levels to maximize efficiency and reliability.
 - Inspect and chemically clean coil and evaporator.
 - Fall Pre-Heating Inspection
 - Check system performance, equipment operation and safety controls, and fluid levels to maximize efficiency and reliability.
 - Check belt tension and alignment.
- Annually
 - Replace Belts
- Quarterly
 - Provide and replace air filters or media

Electric Heaters

- Annually
 - Provide visual inspection to check system performance prior to heating system.

Exhaust Fans

- Annually
 - Provide one operation inspection to check system performance, equipment operation and safety controls, and fluid levels to maximize efficiency and reliability.
 - Belt replacement as applicable

Energy Recovery Unit

- Quarterly
 - Labor, equipment, and materials to check system performance, safety and operating controls, and fluid levels
 - Provide and replace filters
 - Provide and replace belts annually

Ductless Splits and Garage Rooftop Units

- Quarterly
 - Spring Pre-Cooling Inspection
 - Check system performance, equipment operation and safety controls, and fluid levels to maximize efficiency and reliability.
 - Inspect and chemically clean the condensers.
 - Fall Pre-Heating Inspection



- Check system performance, equipment operation and safety controls, and fluid levels to maximize efficiency and reliability.
- Check belt tension and alignment. (Garage RTU)
- 2 Additional Operating Inspections (Mid-Summer, Mid-Winter)
 - Check system performance, equipment operation and safety controls, and fluid levels to maximize efficiency and reliability.
 - Annually
 - Replace Belts (Garage RTU)
- Provide and replace air filters or media quarterly
- Annually
 - Replace Belts (Garage RTU)

Ionizers

- Quarterly
 - Clean filters

Johnson Control Systems

- Semi-annually
 - Check system set points, operating parameters, alarms, and backup system

Tankless Water Heater

- Annually
 - Perform one extensive service inspection to provide maintenance, and check equipment safety controls, and fluid levels to maximize efficiency and reliability.

Note

- Replaceable filters to be MERV-13 where applicable
- Technician to affix a label to each piece of equipment covered by contract and shall sign and date each time equipment is serviced.

PART TWO: ON-CALL REPAIR AND REPLACEMENT SERVICES

A. Work Requirements:

1. The Contractor shall furnish all supervision, labor, permits, tools, travel, materials, miscellaneous supplies, chemicals, equipment, transportation, delivery, resources and workmanship as may be required to provide complete satisfactory performance of various types of HVAC repair and replacement.
2. The Contractor shall provide the necessary means and methods (i.e., ladder, scaffolding, lifts) to accommodate access for all work, and shall make available to its personnel all standard tools of the trade and trade consumables, accessible to ensure completion of work.
3. Jaunt reserves the right, at its sole discretion, to furnish any and all materials, supplies, and equipment required to complete any project.
4. Jaunt reserves the right to repair or replace equipment under the resulting contract when it proves to be cost effective and in the best interest of Jaunt.
5. The Contractor shall notify Jaunt seven (7) days in advance of any Work that requires an outage which will cause an interruption to Jaunt business operations and routines. The outage shall not start until Contractor has coordinated and received, in writing, an approval from Jaunt prior to commencing Work.
6. The Contractor shall provide temporary power, as required, for the Work.

B. On-Call Repair Services:

The Contractor shall repair, replace and/or restore any HVAC equipment and/or system to such condition that it may effectively be utilized for its designated purpose. Such repairs/restorations may include overhaul,



reprocessing or replacement of equipment, parts and/or materials that have deteriorated by action of the usage and/or environment and have not been corrected through routine maintenance.

1. The Contractor shall diagnose and interpret equipment operation utilizing service gauges, interrogation of microprocessor controls using machine mounted operator interface, laptop computer diagnostics or hardware diagnostic packages (service tools) which interact with the machines' control package. The Contractor shall have access to the manufacture's technicians and engineers as appropriate to enhance and/or expedite the diagnosis.

2. The Contractor shall perform inspection and repair services requiring the assembly and/or disassembly of components to include the compressor (accessible) to inspect, measure, replace, repair or overhaul internal items to include gaskets, seals, impellers, bearings, actuators, oil pumps, vanes and other capacity control devices and all general systems.

i. The Contractor shall submit a product list for new or replacement of existing equipment with their estimates indicating brand name, model number, description, and quantity with their estimates.

ii. The Contractor shall perform diagnostics and/or repair of motor faults internal to the compressor, including meagering, winding temperature sensor calibration, repair or replacement of motors and any miscellaneous electrical components passing through the case of the compressor.

iii. The Contractor shall perform diagnostics and/or repair or adjustment of motor starter to include contactors, relays, time delays, overload devices, resistors, soft start packages, variable frequent drive and interfaces both hardwired and digital to machine controls.

3. The Contractor shall provide recommendations for factory updates and modifications as appropriate to the equipment and to implement the updates or modifications upon Jaunt's approval. This shall include mechanical hardware, wiring, microprocessor, and software (firmware) updates.

4. Contractor shall possess and use new industry standard mobile technology that will allow the Contractor's service personnel the ability to provide immediate signing of professional notes and status of equipment to be sent in "real time" to Jaunt.

5. Repair services may require that the Contractor service such HVAC equipment that is located on roof tops at Jaunt's facilities. The Contractor shall be aware that lifting equipment and access for Contractor's personnel may be necessary. Contractors personnel shall complete necessary roof top repair services in a safe and professional manner.

6. At any time should the HVAC equipment and/or system be required to be taken offline the Contractor shall immediately notify Jaunt and an expected completion time is to be agreed on for the repair/replacement. The Contractor shall keep Jaunt informed daily of the status of repairs. Immediately upon completion of the repairs, the HVAC equipment or system shall be put back into service.

7. The Contractor shall be responsible and accountable for such equipment while under repair and shall take adequate precautions to prevent fire hazards, odors, excessive noise, safety hazards or other disruptive actions. The Contractor shall be held responsible for all costs of repair and replacement work caused by improper operation, negligence, misuse, or abuse on their, or on the part of their employees.

8. Upon the Contractor's completion of work on HVAC equipment and/or system(s), the equipment and/or system(s) shall be free of missing components or defects and the Contractor shall perform operational checks to ensure equipment is functioning as originally intended. Except when authorized by Jaunt, replacement components shall match existing equipment components in dimensions, finish, color, design, and function.

9. Upon request by the Jaunt Project Manager for any necessary on-call repair services, the Jaunt Project Manager and the Contractor shall agree upon an expected start and completion date of each repair. The Jaunt Project Manager or designee may be on site during the repair services.



10. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt parts and components may be authorized by the Jaunt Project Manager on a case- by-case basis provided these parts and components carry the same warranty as the new part or component. Use of used parts is strictly prohibited. Old parts replaced shall remain the property of Jaunt unless designated as a "Rebuild Exchange Part".

11. The Jaunt Project Manager or designee may authorize the Contractor to make arrangements to expedite delivery for a critical part through air freight, UPS, transit bus or other, on an exception basis. This authorization will be indicated on the Purchase Order. The cost of special shipping will be borne by Jaunt. By no means shall the price for the part be increased for the service.

12. Upon completion of each service call, the Contractor shall provide to the Jaunt Project Manager within twenty-four (24) hours, a detail electronic (i.e., email) report (MS Word) to include:

- i. Piece(s) of equipment on which work was performed
- ii. Nature of work
- iii. Contractor's recommendation, as applicable, for necessary future work.

C. Equipment Replacement Services:

Jaunt may, at its sole discretion, replace defective equipment with new equipment on a furnish and install basis.

1. Prior to the start of work, Jaunt and the Contractor shall agree upon a start/completion date for installation of such new equipment. Such completion date shall be included on the ensuing Purchase Order.
2. The Contractor will determine and notify Jaunt when relevant permits are required from Charlottesville Neighborhood Development Services Office for installation of certain types of new/replacement equipment. The Contractor shall obtain and pay for all permit(s) required prior to beginning any work. The Contractor shall include the actual cost of permit(s) as a separate line item on their Cost Proposal to Jaunt.
3. The Contractor shall have the capability to provide an extended five (5) year warranty as an option for new equipment, if offered by the equipment manufacturer.
4. The Contractor shall provide to Jaunt four (4) hours of training and two (2) complete sets of Operations and Maintenance (O&M) manuals on CD and/or Jump Drive (solid state drive) for all new equipment installed. The Contractor shall conduct this training during one (1) site visit and train up to three (3) Jaunt employees.

D. Warranty

1. The Contractor warrants to Jaunt that all work, materials, parts, equipment, and workmanship will be of good quality, free from faults and defects, under normal usage conditions, and in conformance with the project specifications or manufacture requirement. All work, materials, parts, equipment, and workmanship not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by Jaunt. Failure to support this warranty requirement (as determined by Jaunt) may, at the option of the Jaunt, result in non-payment for services related to the defect; and result in termination of this contract.
2. The warranty for work shall be one (1) year after completion of the services;
3. The warranty for materials, parts, and equipment shall be the standard manufacturers' warranties, or one (1) year, whichever is greater.
4. The Contractor shall be able to provide an extended five (5) year warranty as an option for new equipment, if offered by the equipment manufacturer.

E. Method of Ordering Work/Cost Proposals:



1. Jaunt shall request a not to exceed time and material cost proposal from the Contractor under this solicitation for all Work. The Jaunt Project Manager may issue to the Contractor a Scope of Work, an outline specification of essential materials, and sketches and drawings, if available.
2. The Contractor shall inspect each Work site, ascertain Work condition requirements, and within seven (7) business days of visiting the site, the Contractor shall provide a detailed written cost proposal, at no charge to Jaunt, in the form of a not-to-exceed unit price amount based on the Pricing Schedule, Attachment B.
3. For any material, equipment, and/or Subcontractor line item that exceeds \$10,000, Jaunt may require Contractor to provide multiple detailed cost proposals. The Contractor(s), when requested, shall be responsible for providing any additional supporting data or documents for all submitted cost proposals to Jaunt. The Contractor(s) shall ultimately bear the burden of proof in establishing fairness and reasonableness for his submitted cost proposal.
4. Travel time to the Jaunt job site is not considered part of the work day. Trip Charges and Fuel Surcharges must be included in the hourly labor rates in the Pricing Schedule, Attachment B.
5. Cost incurred for material acquisition, handling, delivery and movement of Contractor- owned or rental equipment, project administration, inspections, estimates and administrative duties are considered overhead and must be included in the hourly labor rates in the Pricing Schedule, Attachment B.
6. The Contractor may provide materials, rental specialty equipment (such as forklifts, aerial lifts, etc.) and/or Subcontractor to be used in the performance of the Work. If the Contractor provides materials, rental equipment or Subcontractors for items not already identified in the cost proposal, the compensation will be based on actual cost with an administrative fee equal to the percentage listed in the Pricing Schedule, Attachment B.
7. Jaunt will pay the Contractor for materials actually used in performance of any Work under the resulting Contract. The Contractor shall provide backup documents for any materials ordered, when requested. Allowances for other materials ordered by the Contractor are not permitted, unless approved in advance by the Jaunt Project Manager.
8. It is the responsibility of the Contractor to ensure all the information has been received from their suppliers, Subcontractors and Jaunt in order to prepare a cost proposal.
9. The Contractor shall sign all cost proposals confirming that the Contractor has visited the Work site prior to preparing the cost proposal and is thoroughly familiar with the site and the scope of work required.

F. Coordination of Work:

1. The Contractor shall plan and coordinate all work with the Jaunt Project Manager, at least five (5) business days prior to beginning Work. The Jaunt Project Manager will ensure that access to all workspaces is made available to the Contractor.
2. Upon authorization and prior to mobilizing to the site, the Contractor shall prepare a schedule reflecting the agreed upon start date, completion date, and the inspections required to anticipate progress of Work. Should the Contractor fail to maintain progress consistent with the schedule, the Contractor shall resubmit the schedule indicating the manner in which the Contractor shall re-sequence the Work to maintain the original agreed upon completion date.
3. The extension of the completion date shall only be allowed with the consent of the Jaunt Project Manager in writing.
4. The Contractor shall have one (1) employee at each job site who is designated as a Job Manager. This individual shall serve as the liaison between the Contractor and the Jaunt Project Manager.



5. The Job Manager shall report to the Jaunt Project Manager for communication, coordination, evaluation, and quality control for any particular project. The Job Manager shall serve as the single point of contact with Jaunt for all Work assignments.
6. Upon request by the Jaunt Project Manager, the Job Manager shall meet with the Jaunt Project Manager for progress meetings.
7. Scheduling of priority Work, including the interruption of a current assignment, requires the advance approval of the Jaunt Project Manager. Priority Work identified by the Jaunt Project Manager shall take precedent over current Work.
8. The Contractor shall not unduly interfere with the performance of Work by other contractors or Jaunt personnel and shall coordinate its efforts to minimize interruption to other projects adjacent to the Work.
9. The Contractor is required to perform the Work on occupied buildings and spaces. The Contractor must conduct their Work in such a way as to minimize disruption, inconvenience, or safety of building occupants. The Contractor shall protect all equipment for his Work.

G. Performance Requirements:

1. Routine Electrical Services: Jaunt requires that service response be made at destination within five (5) business days after initial receipt of call by Jaunt so Contractor can provide needed cost proposal.
2. The Contractor shall commence the routine service Work within five (5) business days after issuance of a Purchase Order.
3. Emergency Services: Jaunt has the option of declaring any needed Work to be an emergency. In the event of an emergency as deemed by Jaunt, the Contractor shall respond to the emergency within three (3) Work hours of verbal notification.

H. Work Hours:

1. Jaunt may request Contractor to perform General Electrical at any time during the year, on an emergency or non-emergency basis.
2. Contractor shall plan and schedule their Work and production, including daily clean up, within the constraints of the regular weekday Work hours.
3. Contractor shall provide competent, skilled, qualified personnel to perform the Work as required. Contractor shall maintain good discipline and order at the Work site(s). Contractor shall, upon request from Jaunt, immediately remove any Job Manager, or workman whom Jaunt may reasonably consider incompetent or objectionable.
4. The Contractors Work hours shall be Monday through Friday from 8:00 am to 5:00 pm at Jaunt's facility, or as is mutually agreed upon between the Contractor and the Jaunt Project Manager. Overtime Work shall be considered Work in excess of 40 hours in a 5-day Work week and must comply with all permit requirements and regulations. Work, including the movement of equipment that generates noise, shall not be performed outside of specified Working hours without Jaunt's prior written approval. The Contractor shall compensate Jaunt for all overtime and consultant support arising from the extended Work hours unless the extended Work hours are directed by Jaunt.
5. Work on weekends, nights and Jaunt holidays will not be permitted except as approved in writing by Jaunt. Jaunt holidays are as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day.
6. Person-hours paid under this Contract shall be for productive Work hours at the job site only as evidenced by signed Work tickets provided by the Contractor to the Jaunt Project Manager.



I. Safety:

1. The Contractor shall abide by all local governing regulations and OSHA safety requirements, including 100% Safety Glasses, personal protective equipment (PPE), Lock out tag out, fall protection requirements, Drug and Alcohol Abuse Policy and any other requirements required by Owner.
2. The Contractor's on-site staff must currently hold OSHA 30-Hour Safety Certification. The Contractor's staff remains current for the duration of their Work. Certifications for personnel shall be provided when requested by Owner.
3. The Contractor and all lower tier Subcontractors will comply with the requirements of 30 -hour OSHA Certifications. Certifications for personnel on site shall be provided when requested by Owner.
4. All safety accidents and violations occurring under this resulting contract shall be reported immediately to the Jaunt Project Manager.
5. The Contractor must comply with Federal and State right-to-know laws if hazardous materials are used. SDS safety sheets shall be made available to all workers and Jaunt representatives. The Contractor shall immediately report to Jaunt any spillage or dumping of hazardous material on any property. The Contractor shall also be responsible for the cleanup and any costs associated with such incidents.
6. The Contractor shall report all dangerous or unusual situations in work areas that affect work performance to the Jaunt Project Manager as soon as practical, but no later than twenty-four (24) hours from discovery of situation.
7. The Contractor shall adequately and safely secure all tools and loose materials in an orderly manner at the end of each workday.
8. The Contractor shall employ all necessary safety precautions to prevent injury to persons or damage to property and equipment. If, at any time, Jaunt determines that proper safety measures are not being employed, the Contractor will be stopped from working and may resume work only at such time as the condition is remedied to the satisfaction of Jaunt.
9. The Contractor is solely and completely responsible for conditions of the job site, including safety of all persons (i.e., employees, subcontractors, etc.) and property during performance of the work. This requirement shall apply continuously, whenever work is performed, and is not limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Failure of the Contractor to thoroughly familiarize himself/herself with the aforementioned safety provisions shall not relieve him/her from compliance with the obligations of the resulting contract.
10. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint a Competent Person who is qualified and authorized to supervise and enforce compliance with the safety program.
11. The duty of Jaunt or its designated representative to conduct a review of the work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on or near the job site.

J. Workmanship/Experience:

1. The Contractor shall perform the Work in accordance with all applicable industry standards and workmanship practices. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor is solely responsible for and shall have control over means,



methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

2. The Contractor shall employ fully qualified and skilled personnel capable of performing the required Work as identified herein. Jaunt reserves the right to reject Contractor's personnel that Jaunt determines, in its sole discretion, to be unqualified to perform the Work.
3. The Job Manager shall have experience in project management, supervision of employees, be knowledgeable in all aspects of specified services and commercial buildings and have the ability to troubleshoot problems quickly.
4. Jaunt requires that the Contractor's workers wear clean clothes with either a prominently displayed identification badge or company identification affixed to the clothing. Contractor job site vehicles shall display their company identification.
5. The Contractor shall arrive at the job site prepared with the correct materials and equipment and shall maintain an adequate supply of manpower to complete the Work assignment in a safe and timely manner.
6. The Contractor shall maintain access to the project site at all times. Any loss of access shall be specifically coordinated and approved in advance by the Jaunt Project Manager.
7. The Contractor shall not act on requests or take direction from anyone except the Jaunt Project Manager.
8. The Contractor shall be capable of performing multiple assignments at one time for both emergency and non-emergency calls.

K. Weather:

1. The Contractor shall proceed with the Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements or as determined by the Jaunt Project Manager.
1. Contractor shall install temporary protection as needed for watertight seals or assemblies over all exposed areas of Work at the end of each Work day or when the Work must be protected due to inclement weather.

L. Delivery, Storage and Handling:

1. The Contractor shall transport products in a safe method to avoid damage or water intrusion and shall be delivered in manufacturer's unopened containers or packaging. The Contractor shall promptly inspect shipments to assure that products are not damaged and are in compliance with requirements and quantities. The Contractor shall provide equipment and personnel to handle products to prevent soiling or damage. The Contractor shall promptly remove products deemed damaged, by the Jaunt Project Manager, from the site at the Contractor's expense.
2. The Jaunt Project Manager may designate area(s) at the job site(s) to be utilized by the Contractor for temporary storage purposes if available. The Contractor shall maintain the designated temporary storage areas throughout the duration of the project and shall assume full responsibility for protection and safekeeping of products for the Work. At no time shall Jaunt accept or assume responsibility for stored materials.
3. At no time shall the Contractor place and/or store any tools, equipment, supplies, materials, etc., in Jaunt boiler rooms, main electrical rooms or other storage areas deemed not appropriate by the Jaunt Project Manager.
4. The Contractor shall store all products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures, maintain within temperature and humidity ranges required by manufacturer's instructions. For exterior storage of



fabricated products, place on sloped supports above ground. Cover products per manufacturer requirements that are subject to deterioration as per manufacturer requirements and provide ventilation to avoid condensation. The Contractor shall promptly remove stored products deemed damaged, by the Jaunt Project Manager, from the site at the Contractor's expense.

5. The Contractor shall safeguard their own materials, tools and equipment. Jaunt shall not assume any responsibility for vandalism and/or theft of materials, tools and equipment.

M. Work Site Management and Clean-up:

1. The Contractor shall perform and comply with all Occupational Safety and Health Administration (OSHA), State and County standards and any other applicable laws, rules and regulations. In addition, the Contractor shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work site.

2. The Contractor shall report all safety accidents and violations occurring during the Work to the applicable Federal, State, and Local agencies having jurisdiction and immediately to Jaunt Project Manager.

3. The Contractor shall maintain adequate barricades and signs and safely secure all tools and loose materials in an orderly manner at the end of each Workday.

4. On a daily basis, the Contractor shall keep the Work site clean and maintain a neat and orderly site in accordance with the General Conditions and other Contract Documents to the satisfaction of the Jaunt Project Manager. The Contractor shall remedy any situation deemed by the Jaunt Project Manager to be an unacceptable presentation of the Work site to the public.

5. The Contractor shall remove daily, all scrap, litter, unused materials, packaging materials, empty boxes, debris, etc., resulting from operations at each Work site and leave the Work site in clean and satisfactory condition. It is the Contractor's responsibility to properly dispose of all excess material in accordance with all Federal, State and Local laws, rules and regulations.

6. Fences which interfere with the Work shall be relocated, dismantled, or modified, at the Contractor's expense, only in accordance with an agreement between the Contractor and the property owner. Such relocation, dismantling or modification shall only be for the period that has been agreed upon. If gates are installed for the Contractor's use per such agreement, the gates shall always be kept closed and locked when not in use. The Contractor shall maintain the existing fences affected by the Work until completion of the Work. Upon completion of the Work, the Contractor shall restore all fences, at the Contractor's expense, to their original or better condition and original location, or in accordance with the agreement between the Contractor and the property owner, at the Contractor's expense.

7. The Contractor shall protect all trees, shrubs, and landscape areas, except those ordered to be removed, from undo damage, debris and pollution. No excavated material shall be placed to injure such trees, shrubs and landscaping. The Contractor shall replace trees, shrubs, or landscape areas destroyed by accident or negligence of the Contractor or the Contractor's employees or Subcontractors with new stock as directed by the Jaunt Project Manager.

8. Lawn areas shall be left in as good a condition as before the start of the Work. The areas where sod has been removed shall be restored by sodding; area shall be free of debris such as scraps, nails, rock, trash, and all other debris.

9. The Contractor shall, upon completion of the Work through or on private property, restore the surface and other structures disturbed by the Contractor's operations as nearly as possible to the existing conditions or as mutually agreed upon between the Contractor and private property owner or in the case of Jaunt property as mutually agreed upon between the Contractor and the Jaunt Project Manager.

10. The Contractor shall not use or remove material from private property without the written consent of the property owner or responsible party in charge of such property.

11. If restoration Work is not performed promptly, Jaunt, after 48 hours written notice to the Contractor, may retain the services of another Contractor to perform the restoration Work. The cost for the performance of this restoration Work authorized by Jaunt and performed by others shall be at the Contractor's expense.



N. Environmental Controls:

1. Pollution Control:

The Contractor shall prevent the pollution of sanitary sewer systems, stormwater drains and watercourses resulting from the Contractor's Work. No sanitary wastes, sediment, debris, or other substances shall be permitted to enter sanitary sewer systems, stormwater drains, or watercourses and the Contractor shall take reasonable measures to prevent such materials from entering any system, drain or watercourse.

2. Protection of Utilities:

The Contractor shall protect all public and private utilities from damage at all times in the performance of the Work. Such structures include, but not limited to, all poles, pipes, wires, conduits, vaults, manholes, and facilities, whether owned or controlled by public bodies or privately owned individuals, firms or corporations, used to serve the public with transportation, gas, electricity, telephone, storm and sanitary sewers, water, or other public or private utility services.

3. Preservation of Service:

The Contractor shall, at all times in the performance of the Work, employ proven methods and exercise utmost care and skill to avoid unnecessary delay, injury, damage, or destruction to public utility installations and structures. The Contractor shall avoid unnecessary interference with or interruption of public utility services, and the Contractor shall cooperate fully with the owners of public utility installations. All Work affecting existing utilities is subject to the requirements and approval of such utility.

O. Permits:

1. Contractor shall obtain the required permit(s) needed for the Work. If any Work is performed or not completed under a valid permit, the Contractor will be responsible for any fines, including, but not limited to, notice of violations at no additional cost to Jaunt.
2. The Contractor shall display all valid permits or make readily available at each Work site.

P. Inspections:

1. Jaunt reserves the right to inspect all Work or hire a third-party inspector to conduct inspections and the inspections may result in recommendations or identify items for correction.
2. Contractor shall give the Jaunt prompt, reasonable written notice, and no less than twenty-four (24) hours in advance of when any part of the Work is ready for the required inspections, tests, or approvals. All notices, inspections, tests and approvals shall occur during regular working hours unless approved in advance and in writing by Jaunt.
3. The Contractor shall provide all necessary access, equipment and proper facilities for complete inspection(s).
4. The Contractor shall include inspections as part of their schedule.

Q. Rejection of The Work:

The Contractor shall promptly, and at no additional cost to Jaunt, make whatever adjustments or corrections which may be necessary to correct any defects, including all Work found after an inspection to be



damaged, improper, incomplete or imperfect, and/or not operating or functioning in a satisfactory manner, and/or failing to perform as specified, as determined by the Jaunt Project Manager.

R. Meetings:

1. Upon request, the Jaunt Project Manager may arrange a meeting that will include representatives of Jaunt, the Contractor, and other agencies, both governmental and private, affected by the Work to discuss and clarify points of issue involving the Work schedule, restrictions, and the general conduct of the Work under this Contract. After the requested meeting, Jaunt may approve the Work schedule and or start date of the Work.
2. Instructions delivered or commitments made at any requested meeting will be binding on all parties concerned. Minutes of the meetings shall be prepared by Jaunt, and copies shall be made available to all parties attending.
3. The Jaunt Project Manager reserves the right to request a mandatory meeting at any time.

S. Existing Facilities:

1. The Contractor shall provide and maintain such temporary supports, or protective devices as may be necessary to preserve the functions of the various utility systems throughout the duration of the Work.
2. Any damage to utilities (electrical, mechanical, gas lines, water, sanitary sewer, HVAC, etc.) by the Contractor shall be repaired or replaced in accordance with local codes and performed by an appropriately licensed contractor in Virginia, at the expense of the Contractor.
3. The Contractor is entirely responsible for all damage to culverts, building foundations and walls, retaining walls, or other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, other Work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement during the prosecution of the Work. Jaunt shall hold the Contractor liable for damages to public or private property resulting from the Work. The Contractor shall protect all pipes carrying liquid from freezing.

T. Final Acceptance:

1. Upon due notice from the Contractor of presumptive completion of the entire project, the Jaunt Project Manager will make an inspection. If all Work provided for and contemplated by the Contract is found complete to his/her satisfaction, this inspection shall constitute the final inspection and Jaunt will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.
2. If, however, the Jaunt Project Manager inspection discloses any Work in whole or in part as being unsatisfactory, the Contractor shall promptly make whatever adjustments or corrections which may be necessary to correct any defects, including all Work found to be damaged, improper, incomplete and/or not operating or functioning in a satisfactory manner within seven (7) working days from date of notice. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, the Jaunt Project Manager will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

8. ATTACHMENTS

Included on the subsequent pages are the following Attachments:



ATTACHMENT A	BIDDER REFERENCE FORM
ATTACHMENT B	PRICING SCHEDULE
ATTACHMENT C	VIRGINIA STATE CORPORATION COMMISSION (SCC) FORM
ATTACHMENT D	ADDENDUM PAGE
ATTACHMENT E	SAMPLE CONTRACT AGREEMENT
EXHIBIT I	HVAC EQUIPMENT INVENTORY



Attachment A

Bidder Reference Form

The Bidder shall be a competent and experienced organization with an established reputation within the community performing the type of work required for this contract. The Bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of at least three (3) recent projects completed by Your firm that can substantiate past work performance and experience in the type of work required for this contract. Jaunt may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Jaunt all such information and data for this purpose as Jaunt may request.

1. Firm Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____
Name of Your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____
Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____

2. Firm Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____
Name of Your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____
Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____

3. Firm Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____
Name of Your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____
Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____



ATTACHMENT B

PRICING SCHEDULE

The Bidder shall agree to provide (enter name of commodity) at the following firm fixed delivered unit prices, in accordance with the specifications and terms and conditions identified herein. Prices shall include all direct and indirect costs such as travel, disposal fees, overhead and profit, supervision, etc.

The quantities specified are annual estimates only (based on historical data) to be used in the evaluation of bid responses. These quantity estimates are not necessarily to be purchased under any resulting contract. If requirements do not result in an order in the quantities described as “estimated,” that fact shall not constitute the basis for an equitable price adjustment.

Minimum order quantities shall not be allowed.

Part One – HVAC Preventive Maintenance Services

Annual Total Cost \$ _____

PART TWO: HVAC REPAIR AND REPLACEMENT SERVICES

Item #	Description	Unit of Measure	Est Qty	(A) Regular Hourly Rate	(A) Total Amount	Est. Qty	(B) Overtime Hourly Rate	(B) Total Amount	TOTAL AMOUNT (A) + (B)
1	Technician/Foreman	Hour	20	\$	\$	10	\$	\$	\$
2	Technician	Hour	30	\$	\$	10	\$	\$	\$
3	Technician Helper	Hour	30	\$	\$	10	\$	\$	\$

The quantities specified are estimates only to be used in the evaluation of bid responses. These quantity estimates are not necessarily to be purchased under any resulting contract. If requirements do not result in an order in the quantities described as “estimated”, that fact shall not constituted the basis for an equitable price adjustment.

Administrative Fee Percentage % _____

TOTAL AMOUNT: Part Two - HVAC Repair and Replacement Services \$ _____

GRAND TOTAL AMOUNT:(Part One + Part Two)
 \$ _____



ATTACHMENT C

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION FORM

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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.

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law must indicate by selecting one of the following reasons why the bidder or offeror is not required to be so authorized:

is a corporation or other business entity with the following SCC identification number:

OR-

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

OR-

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

OR-

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

OR-

If the business entity has not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (Jaunt reserves the right to determine in its sole discretion whether to allow such waiver).



ATTACHMENT D
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 _____

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



Exhibit I

HVAC Equipment Inventory

Unit	Manufacturer	Description	Model	Serial#	Location
WSHP-1	Climate	Water Sourced Heat Pump	HB036A	TBD	Above Ceiling 2nd Floor
WSHP-2	Climate	Water Sourced Heat Pump	HB036A	TBD	Above Ceiling 2nd Floor
WSHP-3	Climate	Water Sourced Heat Pump	HB036A	TBD	Above Ceiling 2nd Floor
WSHP-4	Climate	Water Sourced Heat Pump	HB035A	TBD	Above Ceiling 1st Floor
WSHP-5	Climate	Water Sourced Heat Pump	HB035A	TBD	Above Ceiling 1st Floor
WSHP-6	Climate	Water Sourced Heat Pump	HB036A	194411103	Above Ceiling 1st Floor
WSHP-7	Climate	Water Sourced Heat Pump	HB030A	194010682	Above Ceiling 1st Floor
WSHP-8	Climate	Water Sourced Heat Pump	HB030A	194411078	Above Ceiling 1st Floor
WSHP-10	Climate	Water Sourced Heat Pump	TBD	TBD	Above Ceiling Hall 1st Floor
SERVER AHU	TRANE	Air Handling Unit	GAM5B0A18M11EAA	17141MXW1A	Server Room
SERVER AC	TRANE	Air Conditioner	TBD	TBD	Server Room
ERV-1	GREENHCK	Energy Recovery Ventilator	TBD	TBD	TBD
EF-1	GREENHCK	Exhaust Fan	TBD	TBD	TBD
EF-2	GREENHCK	Exhaust Fan	TBD	TBD	TBD
BOILER	LOCHINV	Boiler	KBN210	J08H10076756	Mech Room
ELEC-WH-1	MARKEL	Electric Wall Heater	TBD	TBD	Main Stairwell
ELEC-WH-2	TBD	Electric Wall Heater	TBD	TBD	Shop Restroom
ELEC-HTR-1	REZNOR	Electric Heater	TBD	TBD	Shop Storage
ELEC-HTR-2	REZNOR	Electric Heater	TBD	TBD	Bay
DWH-WH	STATE	Water Heater	TBD	TBD	Shop 2nd Level Storage
ST-PILOT	STERLING	Standing Pilot	TBD	TBD	Mech Room
COOLING TOWER	EVAPCO	Cooling Tower	LRWB3-3G6	19-867752	Mech Room
JCI CONTROLS	JCI	Johnson Controls	TBD	TBD	Mech Room
BACKFLOW	TBD	BACKFLOW	TBD	TBD	Mech Room
GARAGE RTU	REZNOR	GARAGE RTU	YDMA-240	BSB3053010345	Shop Roof Main Bldg
DUCT SPLIT-1	LG	DUCT SPLIT-1	LMU36CHV	902KCEA0G012	Roof
CASSETTES	LG	CASSETTES	TBD	TBD	TBD
DUCT SPLIT-2	LG	DUCT SPLIT-2	LUU247HV	AU UW24GD2	Outdoors
CASSETTES	TBD	CASSETTES	TBD	TBD	TBD
SPLIT-3	TBD	SPLIT-3	TBD	TBD	Outdoors
SPLIT-SHOP	mitsubishi	SPLIT-SHOP	MSZ-GL06NA	TBD	Outdoors
WATER TREATMENT	CCVA	WATER TREATMENT	TBD	TBD	Mech Room
IONIZERS	IWAVE	IONIZERS	TBD	TBD	TBD
WATER HEATER	NAVIEN	Tankless Water Heater	NPE-240A2	2087B23X2359832	Janitor Closet



ATTACHMENT E

SAMPLE CONTRACT

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.
18. **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.
19. **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.

20. 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.

21. 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.
22. **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.
23. **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.
24. **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.
25. **Construction of Contract.** No rule of construction about the drafter of this Contract shall be used to construe or interpret any provision or 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.
26. **Waiver.** The waiver or approval by either party 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.
27. **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.) _____

, Executive Director

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 A – Procurement Solicitation



Exhibit B – Proposal



Exhibit C – Contract Negotiation Record (if any)



Exhibit D – Required VPPA and FTA 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 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:
 - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. 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. **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 on the Procurement page of the Jaunt website (www.ridejaunt.org) for a minimum of 10 days.

Q. **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.

R. **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.

S. **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.

T. **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.

U. **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.



V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

W. **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.

X. **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 Clauses

Jaunt receives funding from grants through the Federal Transit Administration (FTA) administered by the Virginia Department of Rail and Public Transportation. Since FTA funding will be used for this procurement, the successful Offeror will comply with the federal statues and regulations as included in the Federal Transit Administration Master Agreement (27) (October 1, 2020) and FTA Circular 4220.1F dated November 1, 2008. The following pages contain some of the language for each clause, but Offerors are expected to reference each clause as found on the FTA website.

ACCESS TO RECORDS AND REPORTS

1. 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. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. 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.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. 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.

CHANGES TO FEDERAL REQUIREMENTS

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.

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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.

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.

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)

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, 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.

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 persons (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]:

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.

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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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 subagreements 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

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,
- (6) other publications.

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.

