



REQUEST FOR QUOTES
RFQ# JAUNTGATE-08-10

Issue Date: August 20, 2010
Title: Gate Replacement & Motorization Project
Issuing and Using Agency: JAUNT, Inc.
Attn: Erik Larson
104 Keystone Place
Charlottesville, Virginia 22902
(434) 296-3184 ext. 114

Quotes for furnishing the services described herein will be received until: **September 22, 2010 at 3 p.m.** Quotes received after this time will **NOT** be accepted.

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Bids that are faxed, not complete or are unsigned will not be considered.

Selection will be made by competitive negotiation. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

Return the completed bid package with all attached documents as requested and enclosed in a sealed manila envelope with "RFQ# JAUNTGATE-08-10" indicated on the exterior of the envelope:

Send through mail or deliver in person to: JAUNT, Inc. 104 Keystone Place, Charlottesville, Virginia 22902, Attention: Erik Larson

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Zip Code: _____
Telephone: () _____
Fax Number: () _____
E-Mail address: _____

Date: _____
By: _____
(Signature in ink)
Name: _____
(Please Print)
Title: _____

Disadvantaged Business Enterprise (DBE): () YES () NO
Small, Women- and Minority-owned Business (SWaM): () YES () NO

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SECTION 1 – INSTRUCTIONS TO PROPOSERS

1-1 Introduction

JAUNT is a regional transportation provider for the central Virginia counties of Albemarle, Buckingham, Fluvanna, Louisa, and Nelson and is the ADA paratransit service provider for the City of Charlottesville. JAUNT provides over 300,000 passenger trips to work, agency programs, medical appointments, and retail businesses annually through scheduled route service (semi-fixed route) and demand-response transportation. JAUNT maintains a fleet of approximately 65 vehicles including 12, 14, and 18 passenger body-on-chassis buses, 15 passenger vans, and one 24 passenger bus.

1-2 Purpose

JAUNT seeks to replace its existing chain-link security gate with a motorized cantilever gate that will be connected to JAUNT's existing Brivo access control system. Currently the gate remains open during business hours and locked after hours. Staff would like the gate to remain closed at all times with the Brivo access control system allowing authorized individuals through the gate.

1-3 Postponement or Cancellation of Request for Quotes

JAUNT reserves the right to cancel this RFQ at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal. JAUNT reserves the right to extend the date and time for submitting proposals after the proposal deadline if sufficient responsible bids have not been received. JAUNT, Inc. reserves the right to reject any or all proposals, waive informalities, and make the award in the best interest of JAUNT.

1-4 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	August 20, 2010
Deadline for clarification/changes to the RFQ:	September 3, 2010
Proposals due:	September 22, 2010 at 3 PM EST
Evaluation of proposals and possible interviews:	September 22-24, 2010
Contract signing/Notice to Proceed:	September 27, 2010
Notice of Award:	September 27, 2010

1-5 Pre-Proposal Conference

No pre-proposal conference will be conducted for this contract. Interested parties may schedule a walk-through of the JAUNT facility by contacting Erik Larson at (434) 296-3184 ext. 114

1-6 Inquiries

The proposer is required to show on all correspondence with JAUNT the following: "Proposal for Gate Replacement & Motorization Project." Any communication with JAUNT should be written and directed to: Erik Larson, Safety and Training Manager, JAUNT, Inc., 104 Keystone Pl, Charlottesville, VA 22902. Written communication may also be forwarded via facsimile to (434) 296-3184 or email to erikl@ridejaunt.org. Proposers must receive a response to confirm successful receipt for emails. Correspondence will not be accepted by any other party.

1-7 Examination of RFQ and Contract Documents

Proposers are expected to examine the scope of services required, specifications, schedules, and all instructions. Failure to do so will be at the proposer's risk. It is the intent of these specifications to

provide equipment of first quality, and the workmanship must be the best obtainable in the various trades. The equipment that the vendor proposes to furnish must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the equipment complete. All manner of workmanship and material used in the production of the equipment and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry. Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them. The submission of a proposal shall constitute an acknowledgment upon which JAUNT may rely that the Proposer has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFQ. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFQ, work sites, statutes, regulations, ordinances, or resolutions.

1-8 Cost of Proposals

JAUNT is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

1-9 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFQ Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at JAUNT's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

1-10 Compliance with RFQ Terms and Attachments

JAUNT intends to award a Contract based on the terms, conditions, and attachments contained in this RFQ. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals, which respond to the requirements of the RFQ. An exception is not a response to a RFQ requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

JAUNT may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if JAUNT determines that a Contract in the best interest of JAUNT may be achieved. The Notice of Exception will be used as part of JAUNT's

evaluation of the proposal, and therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bid process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a bid proposal will be interpreted by JAUNT as the proposer's acceptance of the form agreement provided herein.

1-11 Proposal Requirements

Proposals shall contain the following items and follow the exact sequence outlined below:

A. Cover Letter, providing the following information:

1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each firm.
2. Proposed working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

B. RFQ Cover Page and Attachments (Attachments A-I)

Price Proposal (ATTACHMENT D) – Proposers must clearly state their price proposal for the total project.

C. Notice of Exception (if applicable)

D. Qualifications and Capabilities of the Firm(s)

1. Names, title, and resumes of key personnel proposed for the duration of the project. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.
2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization, number and location of offices, number of employees, and a general description of the Proposer's financial condition, as well as the name, address, and telephone number of the Proposer's financial institution. Identify any conditions (i.e., bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.
3. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required work by reason of its strength and stability.
4. Identify subcontractors, if any, by company name, address, contact person, telephone number and project function. Provide the same information for each subcontractor as requested above.

E. Related Experience and References

1. This section of the Proposal should establish the ability of the Proposer to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of recently completed work; record of satisfactory performance on similar projects; and supportive client references. Provide examples of similar projects that Proposer has undertaken (indicating current status of the project) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
2. For each subcontractor cited in the section above, provide examples of similar contracts

performed by the subcontractor, citing the same client information.

F. Technical Proposal

1. Proposers must demonstrate their understanding of the project, describe their project approach, and explain how they will meet JAUNT's goals and objectives. The merit of the proposed product will be judged largely on the basis of your narrative description of the product. It is important that the proposal contain all information required for an effective review process.
2. In response to the Statement of Work section of the RFQ, provide a clear and concise description of the services and equipment to be provided. Describe the overall design of the proposed product and the approach to be used in carrying out the project. Each response should be clearly defined and will include, but not be limited to, a detailed statement of how the Proposer intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
3. Where the technical specifications permit alternative means, methods, and/or materials to be employed, the proposal shall indicate the choice of the Proposer.
4. To the extent that there are any disclaimers or caveats pertaining to the provision of equipment or services as described in JAUNT's specifications, they must be listed. Except as clearly stated in this section, it shall be assumed that JAUNT's technical specifications shall supersede any and all such suggestions that may be described and/or included in the proposal.
5. Proposed project delivery schedule in days, phases, and/or steps. Identify the total length of time required to complete the project.

G. The Proposer's Disadvantaged Business Enterprise (DBE) Program

JAUNT treats bidders/offers' compliance with good faith effort requirements for DBE programs as a matter of responsiveness. This contract requires the bidder/offers to submit the following with their bids:

1. The names and address of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of commitment to use DBE subcontractors whose participation it submits to meet a contract goal
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment
6. Evidence that proposed DBE is certified through the Virginia Department of Transportation; and
7. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment N for requirements

1-12 Proposal Security & Bonds

The requirement for any payment or performance bond is waived for this project.

1-13 Proposal as Contract

Each proposal shall be submitted with the understanding that acceptance in writing by JAUNT of the offer to furnish the equipment or services described therein shall constitute a contract between the successful Proposer and JAUNT, and shall bind the Proposer to furnish and deliver the equipment or

services at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the RFQ or subsequently added or made a part thereof.

1-14 Pricing, Taxes, and Effective Date

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery, freight, shipping, and other costs necessary to fully meet the requirements of JAUNT. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified. Price proposals shall include all transportation charges, FOB to the designated delivery points. JAUNT is exempt from payment of Federal, Excise and Transportation Tax, and the Virginia Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price. In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern. The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the proposal is opened.

1-15 Rejection of Proposals

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

1-16 Exclusionary or Discriminatory Specifications

JAUNT agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. JAUNT further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1-17 Employment Discrimination by Contractor

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, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable 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.
2. 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.
3. 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.

The contractor will include the provisions of the foregoing subsection (a) in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

1-18 Protest Procedures

The Executive Director shall hearing protests of a decision to award or an award, appeals from refusals to pre-qualify or to allow withdrawal of bids, appeals from debarments and determinations

of nonresponsibility, and appeals from decisions on disputes arising during the performance of a contract. A bidder, offeror or contractor need not utilize the administrative appeals procedures, but if such procedures are invoked by a bidder, offeror or contractor, they shall be exhausted prior to the institution of legal action concerning the same procurement transaction unless JAUNT, Inc. agrees otherwise in writing.

1. The bidder or contractor shall submit his protest of a decision in writing stating the nature of the complaint, and request a remedy.
2. The Executive Director will hold a hearing before a disinterested panel including one party selected by the bidder or contractor, one party selected by the Executive Director, and one party selected jointly by the Executive Director and bidder or contractor. The hearing will be scheduled within fourteen (14) days of a receipt of a letter of protest at which time the bidder or contractor may present his arguments.
3. Following the hearing determination, the Executive Director will issue a written decision containing findings of fact within thirty (30) days of receipt of the original letter of protest or appeal.
4. Any party to the administrative procedure, including JAUNT, Inc., shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

When a protest has been filed before award, JAUNT will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bids, JAUNT will not open bids prior to the resolution of the protest, unless the Executive Director determines that: Items to be procured are urgently required; or delivery or performance will be unduly delayed by failure to make the award promptly; or failure to make prompt award will otherwise cause undue harm to JAUNT, the public interest, or the Federal Government, or if the bid or offer would expire during the period of delay.

Protestors shall file a protest with FTA not later than five days after a final decision is rendered under the JAUNT's protest procedure. In instances where the protestor alleges that JAUNT failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five days after the protestor knew or should have known JAUNT's failure to render a final determination on the protest.

1-19 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, JAUNT may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFQ requirements. Proposal alternatives may be considered if deemed to be in JAUNT's best interests. Proposal alternatives must be clearly identified.

1-20 Disadvantaged Business Enterprise (DBE) Participation

JAUNT has established a five (5) percent DBE goal for this project. For bidders to receive credit for the use of a DBE, the proposed DBE must be certified by the Virginia Department of Transportation (VDOT) prior to submission of the proposal. It is the policy of JAUNT that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to

subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capability and qualifications. It is the policy of JAUNT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, JAUNT encourages prime contractors to use DBE financial institutions whenever possible.

SECTION 2- PROPOSAL EVALUATION & CONTRACT AWARD

2-1 General

JAUNT shall employ the competitive negotiation purchase method in making the award for this procurement. Technical information and price information will be evaluated concurrently. Offerors will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. JAUNT expects all offerors to fully cooperate with its evaluation process.

2-2 Eligibility for Award

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

A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

B. Responsible proposers are those prospective Contractors who, at a minimum, must:

- a. Have adequate financial resources, as required during performance of the Contract.
- b. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
- c. Have a satisfactory record of past performance.
- d. Have necessary technical capability to perform.
- e. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
- f. Are qualified as a manufacturer or regular provider of the equipment being offered.
- g. Allow JAUNT or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
- h. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. JAUNT may then select the proposal that is considered to be the most advantageous to JAUNT.

2-4 Scoring and Evaluation Criteria

The specifications, as amended through the request for approval or exception process, and any

addenda thereto, set forth the minimum requirements of the components, warranty, service, support, and other deliverables JAUNT requires through this procurement. The award of this contract shall be made to the offeror whose proposal, in the opinion of JAUNT, best meets the established criteria listed herein. Technical superiority, personnel assigned to the project, and project approach are part of the evaluation criteria, as well as previous experience, and are listed as follows:

A. Price (45%)

Price is an important determinant for award, but not the sole consideration. Price will be evaluated on its overall relationship to being most advantageous and favorable to JAUNT. This factor will look primarily to the price information provided by the Proposer. The evaluation committee may consider the reliability of the parts to be provided, warranties, pricing for options, and other factors in determining its assessment of points to be awarded. The extent to which JAUNT can analyze the pricing data provided will impact the final point determination.

B. Technical Proposal (20%)

A description of the Proposer's methodology for achieving JAUNT's overall service requirements is an essential part of the evaluation process. Proposers will be evaluated on their project approach, understanding of the project and design/functionality of proposed equipment. The Proposer is expected to propose a project approach that will best fulfill the contract requirements, and JAUNT will evaluate the perceived quality of the proposed solution.

C. Prior Performance on Similar Projects / Experience (20%)

At a minimum, Proposers shall submit a list of three references for projects of similar scope, within the past three years, which have awarded the proposer contracts for similar services, and the size of the contract, including U.S. dollar value. Any situation in which damages have or are being made against the Proposer, a contract has been canceled or a claim has been made on a surety bond, must be clearly explained. A contact person's name and phone number from the procuring agencies must be provided.

D. Organizational Capabilities (10%)

Proposals should include a brief summary of the Proposer's overall organization and background of the firm, including areas of practice, stability, and internal quality control program. The Proposer's background, resources and capabilities in relevant areas should be described. Significant emphasis will be placed on the proposer's ability to complete work in a timely manner, size of the firm relative to the size of the project, proposed project staff resources and proposed use of subcontractors. Beyond service history, the structure of the corporation, availability of corporate support, and the financial viability of the firm will be considered. Additionally, JAUNT is seeking the ability of the proposer to demonstrate a history of providing high quality customer service, as service quality is a vital review component.

D. Disadvantaged Business Enterprise Participation (5%)

The contract goal for this procurement is 5%. DBE participation is not mandatory but the vendor will be required to make a good faith effort to use DBE subcontractors. If a portion of the services is to be subcontracted to a DBE, the contractor must submit the information requested in Section 1-18 G on each subcontractor. This good faith effort must be

documented as part of the contractor's proposal.

2-5 Competitive Range

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

2-6 Negotiations

JAUNT may undertake concurrent negotiations with proposers determined to be within a competitive range. JAUNT does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by JAUNT if, in the opinion of JAUNT, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received. Concurrent negotiations with all proposers whose proposals are within the competitive range may be conducted by JAUNT. Negotiations may be entered with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, JAUNT may initiate negotiations with the next ranking proposer or reject proposals. Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. Upon completion of negotiations, the proposal that best meets the requirements of the RFQ and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to JAUNT's Board of Directors as the successful proposer for award.

2-7 Single Proposal Response

JAUNT reserves the right to conduct a cost or price analysis for any purchase. JAUNT may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on proposal prices. If only one proposal is received in response to the RFQ, a detailed cost proposal and analysis of three (3) proposals, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable. JAUNT may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow JAUNT to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and JAUNT reserves the right to negotiate with the single proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, JAUNT reserves the right to reject the single proposal.

2-8 Contract Award

Contract award, if any, will be made by JAUNT to the responsible Proposer whose proposal meets the requirements of the RFQ, and will be the most advantageous to JAUNT with respect to operational plan, quality, and other factors as evaluated by JAUNT. JAUNT shall have no obligations until a Contract is signed between the Proposer and JAUNT. Contract award will occur when JAUNT signs

the Contract and issues a purchase order. No other act of JAUNT shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

2-9 Execution of Contract and Notice to Proceed

The Proposer to whom JAUNT intends to award the Contract shall sign the Contract and return it to JAUNT. Upon authorization by JAUNT's Executive Director, or designee, a Contract will be issued. Upon receipt by JAUNT of any required documentation and submittals by Contractor, a Notice to Proceed may be issued, if appropriate.

2-10 Public Disclosure of Proposals

JAUNT is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFQ and the Contractor's proposal submitted in response to this RFQ shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to JAUNT will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Virginia FOIA. It is JAUNT's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes. All data, documentation and innovations developed as a result of these contractual services shall become the property of JAUNT.

SECTION 3 – STATEMENT OF WORK

3.1 Project Overview

JAUNT is seeking a Contractor to replace the chain-link fence and rolling gate to the lower parking lot at 104 Keystone Place in Charlottesville, VA with a commercial durable, high-quality fence and motorized cantilever gate suitable for frequent vehicle traffic. The gate will be connected to the existing Brivo access control system to allow for vehicle and staff access via RFID keycard. The gate will be installed with ground loops and photobeam detectors.

All goods shall be new. No remanufactured items will be accepted. All materials and workmanship shall be commercial grade. Bidder will include all manufacturer product specification sheets with submitted bid. Project installations shall be finished quality. Any variances from the below specifications must be noted in the quote package. Contractor shall include pricing for any construction surveys, grade marks, engineering, or utility staking. All products shall be finished quality.

3.2 System Requirements

Propose to furnish labor and material necessary to complete the following:

- 1) Remove and dispose of existing chain-link fence, gate, and associated materials
- 2) Install 30 linear feet of 6'high black vinyl coated chain link fence with the following specifications:
 - a) Chain Link Fabric shall be 2" mesh x 9 gauge .148 thermally fused vinyl coated steel

- b) Terminal Posts shall be 2 ½" OD SS-40 vinyl coated steel
- c) Terminal Post Footers shall be 12" diameter by 36" deep concrete footers
- d) Line Posts shall be 2" OD SS-40 vinyl coated steel
- e) Line Post Footers shall be 10" diameter by 30" deep concrete footers
- f) Top/Mid Rail shall be 1 5/8" OD SS-40 vinyl coated steel
- g) Tension Wire shall be 7 gauge vinyl coated steel at bottom of fence

3) Install (1) 6'high x 16'wide aluminum cantilever single slide gate with black vinyl coated mesh with the following specifications:

- a) Gate Posts shall be 4" OD SS-40 vinyl coated steel
- b) Gate Post Footers shall be 12" diameter by 36" deep concrete footers
- c) Gate Frame shall be 2" x 2" aluminum all welded frame with aluminum track at top
- d) Gate Fabric shall be 2" mesh x 9 gauge .148 thermally fused vinyl coated steel
- e) Gate Accessories shall have interior truck assemblies, guide wheels at bottom and gate latch

4) Install commercial-grade hydraulic slide gate operator, two vehicle detection loops, and photo-beam detectors

- a) Gate operator and accompanying equipment will be installed on manufacturer specified commercial-quality concrete pad
- b) Gate operator will be capable of manual operation in case of power failure or mechanical failure
- c) Gate operator to be powered by existing 240V 20A service at fence
- d) Two 1" conduits with pull-strings are already installed under the roadway for gate operator connection to existing access control system and photo-beam detectors

3.3 Maintenance, Technical Support, & Training

Contractor shall provide any and all required maintenance to keep the system fully functional for a minimum of five years after acceptance. If after two unsuccessful proposer led corrective attempts, JAUNT reserves the right to implement additional corrective actions at the proposer's cost.

Field service must be provided within 72 hours for system failures that cannot be corrected by JAUNT personnel. For maintenance or technical support that may be corrected by JAUNT personnel, all equipment, hardware, etc needed for the corrective action must arrive within two business days of notification.

Gate and gate operator will have manual override to enable gate to be opened and closed manually in the event of mechanical failure, loss of power, etc.

Contractors will provide a comprehensive training program that prepares JAUNT personnel for operation, administration, small repairs, and troubleshooting of the equipment.

3.4 Warranty

Proposals must include an overview of all warranties offered by proposer on all equipment, parts, components, hardware, services, etc. Information provided by proposers must include a guaranteed response time for both emergency and non-emergency service calls. All materials and workmanship to be warranted for a minimum of 1 year from completion of project

3.5 Installation

Installation of all products will be performed during JAUNT's normal business hours as stated in section 4.6. A final walk-through with JAUNT staff will be scheduled after contract assignment to finalize all specifications before any work begins or equipment is ordered.

SECTION 4 – STANDARD CONTRACTUAL TERMS & CONDITIONS

4-1 Administration

A. This Contract is between JAUNT and the Contractor who will be responsible for providing the equipment and/or performing the services described herein. JAUNT is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services have not been written with this intent.

B. Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Contract Administrator appointed by JAUNT. Reports and data required to be provided by Contractor shall be delivered to the Contract Administrator. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Contract Administrator for response.

4-2 Services

A. To the extent that Supplier provides any services to JAUNT hereunder, including remedial services, Supplier warrants that the services shall in all material respects conform to the requirements of this Agreement. Supplier warrants that qualified professional personnel or approved subcontractors with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Supplier warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

B. Supplier shall use best efforts to ensure the continuity of all personnel providing Services. Supplier shall not charge JAUNT for the time associated with training any new personnel. JAUNT, in its sole discretion, shall have the right upon written notice to Supplier to require Supplier to remove any of Supplier's personnel from the performance of the Services for any reason.

C. Subcontractors

No approved subcontractor shall perform any Services hereunder without first (a) providing evidence of insurance as required by Section 4-8, and (b) agreeing to indemnify JAUNT as provided in Section 4-8, Paragraph A. JAUNT, in its sole discretion, shall have the right upon written notice to Supplier to require Supplier to remove any subcontractor from the performance of the Services for any reason. All subcontractors shall act solely as agents of Supplier. Supplier agrees that it is as fully responsible to JAUNT for the acts and omissions of any of its subcontractors and of persons either directly or indirectly employed by such subcontractor as it is for the acts and omissions of persons directly employed by Supplier. Nothing herein shall create any contractual or agency relationship between any such subcontractor and JAUNT, and JAUNT shall have no obligation to pay or ensure the payment of any monies owed by Supplier to any such subcontractor. JAUNT reserves the right to review and approve any subcontracts between Supplier and its subcontractors relating to this Agreement.

4-3 Inspections and Rejections

A. Receipt Inspections

Upon receipt at the Place of Delivery, JAUNT may but shall not be obligated to, perform receipt inspections to confirm that the Products conform to the applicable Order and JAUNT's Specifications. Such inspections may be cursory in nature, and acceptance of Products by JAUNT shall not be deemed evidence that the Products conform to JAUNT's Specifications.

B. Rejection of Product

JAUNT may reject any Products that do not conform to the applicable Order or JAUNT's Specifications, provided JAUNT provides Supplier with notice of such rejection within a reasonable time after it discovers the nonconformity.

C. Remedies upon Rejection

In addition to such remedies as may be available hereunder, at law or in equity, upon rejection of any Product, JAUNT shall be entitled to exercise any available remedies under this Agreement, in law or equity, for non-conforming Products and Section 4-7 for breach of warranty with respect to such Product.

D. No Waiver of Remedies

The inspection, acceptance or final acceptance of Products shall not constitute a waiver of any rights or remedies available under this Agreement, in law or equity.

4-4 Compensation

A. Price

The Price for the Products purchased and sold hereunder shall be as set forth on Attachment L (Price Proposal). The Price may only be adjusted as provided in Section 4-6.

B. Full and Complete Compensation

The Price for the Products represents the full and complete compensation for the provision of the Products, and includes compensation for all associated services, labor, supervision and transportation necessary for the provision of such Products, and for all taxes (except sales and use taxes, if any), fees, fringe benefits, insurance, profit and overhead in connection with Supplier's performance under this Agreement.

4-5 Invoices and Payment

A. Invoices

Supplier shall submit an invoice to JAUNT, Accounts Payable, upon final acceptance of each installed system. No advance payment shall be made or accepted for the Products. Supplier's invoice must be accompanied by all required documentation to support all charges and clearly identify the itemized charges and Purchase Order number. All applicable rebates and discounts shall be identified separately on Supplier's invoices. Any invoice submitted to JAUNT in an improper format or without the required information or documentation will be returned unpaid to Supplier for correction and resubmission.

B. Payment

JAUNT shall pay all undisputed portions of properly documented invoices no more than Net 30 days

after receipt of Supplier's invoice and JAUNT approval of completed work. If JAUNT disputes any portion of an invoice, JAUNT shall provide written notice to Supplier indicating the reason JAUNT is withholding any amount, and JAUNT shall pay the undisputed portion of the invoiced amount. Neither the payments made to Supplier, nor the method of such payments, shall be deemed JAUNT's acceptance of the Products, nor shall they relieve Supplier of its obligation to perform hereunder in strict compliance with the requirements herein.

C. Advance Payments

JAUNT policy prohibits the payment of funds to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

D. Progress Payments

JAUNT policy provides for progress payment where the following requirements are met:

1. Progress payments are only made to the contractor for costs incurred in the performance of the contract. The Executive Director may require the submission of proof of expenses in the form of payroll, or material invoices.
2. When progress payments are used, the JAUNT must obtain title to the property (materials, work in progress, and finished goods) for which progress payments are made.

E. Set-Off

If Supplier breaches any provision of this Agreement or any Purchase Order, or if any person or entity asserts a claim or lien against JAUNT or any of JAUNT's property that arises out of this Agreement, JAUNT shall have the right to retain out of any payments due or to become due to Supplier hereunder an amount sufficient to protect JAUNT completely from all such claims (including costs and attorneys' fees). JAUNT shall provide notice to Supplier explaining JAUNT's reasons for such retainage. When the claim has been released or resolved to JAUNT's satisfaction, JAUNT shall release the retained amounts to Supplier, net of any costs JAUNT incurred as a result of such claim. JAUNT shall also have the right to set-off any costs, damages, expenses or other monies, the payment for which Supplier is responsible, against any amounts that JAUNT owes Supplier hereunder. JAUNT's right to withhold monies pursuant to this Paragraph C shall be in addition to all other rights and remedies available to it under this Agreement, at law or in equity.

4-6 Modifications, Equitable Adjustments and Suspension

A. Change Orders

JAUNT may, at any time by written notice to Supplier by JAUNT's Safety & Training Manager or Assistant Director make changes to the Specifications by issuing a written change order ("Change Order"). Supplier shall not honor any oral request for a change and shall not be entitled to an equitable adjustment with respect to any work that is not authorized by a Change Order from JAUNT's Safety & Training Manager or Assistant Director. All Products and services performed pursuant to a Change Order shall be subject to all applicable terms and conditions herein.

B. Equitable Adjustments

1. If any Change Order results in an increase or decrease in the cost of the Products or time required to manufacture or deliver the Products, an equitable adjustment will be made, at the sole discretion of JAUNT, to the Price, Delivery Date or both, and the Agreement will be

modified in writing accordingly. Every Change Order may require a cost analysis to determine the reasonableness of the proposed change.

2. All changes to the Agreement that are a result of legislation or regulations that become effective after the date of proposal and prior to final completion, which might require an adjustment to the Price, upward or downward, shall be evaluated by both parties. A Price adjustment shall be negotiated between the Director of Procurement and the designated representative of Supplier.
3. Any claim by Supplier for an equitable adjustment under this clause must be asserted within 14 calendar days from the date of receipt by Supplier of the notification of change. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The Director of Procurement may require additional supporting documents and cost or price analysis to determine the validity of the claim.
4. No claim by Supplier for an equitable adjustment hereunder will be allowed if asserted after final payment under this Agreement. No claim will be allowed for any costs incurred more than 20 calendar days before Supplier gives written notice, as required in this section.
5. Supplier shall continue to supply Products in accordance with this Agreement, without delay or interruption, during any period that JAUNT is considering a request for an equitable adjustment and during the pendency of any dispute over an equitable adjustment. JAUNT shall notify Supplier of its decision regarding the equitable adjustment in writing. Failure by JAUNT and Supplier to agree upon an equitable adjustment shall not constitute a basis for Supplier to suspend supply of Products but shall be resolved pursuant to Section 3-15, Dispute Resolution.

C. Suspension

Upon oral or written notice from JAUNT, Supplier shall suspend all or any part of its performance hereunder for such time as JAUNT may direct. Any oral notice of suspension shall be confirmed in writing. JAUNT shall not be liable for the cost of any unauthorized work performed by Supplier during any period of suspension, and upon receipt of JAUNT's suspension notice, Supplier shall neither place further orders nor enter into further subcontracts relating to the suspended performance. A suspension by JAUNT pursuant to this Paragraph C shall be considered a change by JAUNT for which Supplier may be entitled to an equitable adjustment in the compensation in accordance with the procedures in Paragraph B.

4-7 Warranties

1. Supplier warrants that all Products delivered pursuant to this Agreement shall be new and shall (a) strictly conform to the applicable JAUNT Specifications and (b) be free of defects in design, workmanship and material and (c) be suitable in all respects for their intended use for a period of not less than 12 months from the date of acceptance of such Products by JAUNT. Any remedial Products shall be subject to this subsection to the same extent as the work initially provided.

2. Supplier shall ensure that the warranty requirements of this Agreement are enforceable through and against Supplier's suppliers, vendors, distributors, and subcontractors. Supplier is responsible for liability and expense caused by any inconsistencies between the warranties extended to JAUNT by Supplier and those extended to Supplier by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Supplier's full compliance with its obligations under this Agreement. Supplier shall cooperate with JAUNT in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

3. If any Products delivered by Supplier hereunder fail to conform to the warranty in Subparagraphs 1 and 2 above, then Supplier shall promptly replace such nonconforming Products with conforming Products at no cost to JAUNT; provided, however, JAUNT shall have given Supplier written notice of the nonconformity within [30] days after the nonconforming Products are discovered by JAUNT.

4. If any Services performed by Supplier hereunder fail to conform to the warranty in Section 4-2, then Supplier shall promptly correct or re-perform such nonconforming Services at no cost to JAUNT. The re-performed Services shall be subject to the same warranties as the original services. Without limiting the generality of the preceding sentence, Supplier shall provide all labor, engineering, supervision, equipment, tools and materials necessary to remedy the nonconformity and shall bear all expenses in connection therewith. Supplier shall perform its remedial obligations in a timely manner consistent with JAUNT's reasonable requirements. If Supplier fails or is unable to do so, JAUNT may remedy the nonconformity and Supplier shall reimburse JAUNT for any remedial costs JAUNT may incur.

4-8 Indemnity

A. Indemnification

To the greatest extent permitted by law, Supplier shall indemnify and hold harmless JAUNT, its officers, officials, agents, successors, assigns, and employees (each, an "Indemnitee"), and further agrees to indemnify, hold harmless, and defend JAUNT and any shareholders, partners, agents, servants or employees of the owner, as well as any members, tenants, guests, invitees and licensees thereof from and against any and all claims, suits, judgements, actions, causes of action, losses, liabilities, damages (including punitive damages), costs and expenses, including reasonable attorneys' fees, arising out of a claim or claims an Indemnitee may incur in connection with this Agreement or any of the Products supplied hereunder, whether such claims arise in contract, tort or otherwise. This indemnification obligation shall include, but is not limited to, all claims against JAUNT by Supplier's subcontractors or suppliers, or an employee or former employee of Supplier or its subcontractors; and Supplier, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects to JAUNT only, under any industrial insurance act, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Supplier to protect, indemnify, defend, and save harmless the Indemnitees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of or in connection with Supplier's provision of Products and services under this Agreement. Notwithstanding anything provided in this section, JAUNT retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Supplier, including attorney's fees, expert witness fees, and court costs. Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by Contractor shall in no way limit the responsibility of the Contractor to indemnify, keep and save harmless and defend of JAUNT and/or the property owner, or their respective officers, employees, agents and instrumentalities as herein provided.

B. Assumption of Defense

Supplier shall, at JAUNT's option, assume the defense of the Indemnitees in all legal or claim proceedings arising out of, in connection with, or incident to the indemnification obligations set forth in Paragraph A above, and shall pay all defense expenses, including reasonable attorney's fees, expert

fees, and costs incurred by the Indemnitee on account of such litigation or claims.

4-9 Intellectual Property

Supplier shall, at its expense, indemnify, hold harmless and defend any suit or proceeding brought against JAUNT based in whole or in part on an allegation that any process or material employed by Supplier in assembling the Products delivered to JAUNT hereunder, or any individual Product so delivered, constitutes an infringement of any method or patent, trademark, trade secret or copyright, provided JAUNT notifies Supplier in writing in a timely manner and gives Supplier authority, information and assistance (such assistance to be administrative, not financial) for the defense of the suit or proceeding. Supplier shall (a) pay all damages and costs (including reasonable attorneys' fees) awarded in any suit or proceeding so defended as well as the cost and fees associated with the defense of such a suit or proceeding and (b) indemnify JAUNT against any expenses incurred by JAUNT in providing information and assistance to Supplier for the defense of the suit or proceeding. The provisions for indemnity set forth in Section 4-8 shall apply to Supplier's indemnity obligations under this Section 4-9.

4-10 Confidentiality

A. Confidential Information

Supplier shall employ practices no less than those used for Supplier's protected information, to maintain the confidentiality of information regarding JAUNT's licensed technology, software, documentation, drawings, schematics, manuals, data or other materials marked "Confidential," "Proprietary," or "Business Secret" (collectively "Confidential Information"), and shall not disclose such Confidential Information without the prior written consent of JAUNT to any person or entity not a party hereto. The duty of JAUNT and the firm is to maintain confidentiality of information under this section and continues beyond the term of this contract, or any extensions or renewals of it. Upon obtaining such consent from JAUNT, Supplier may disclose confidential information only to those entities (a) who need it in connection with subcontracts or supply agreements in connection with Supplier's supply of the Products and (b) who have agreed in writing to be bound by the terms of this Section 4-10. Supplier shall provide JAUNT a copy of an executed confidentiality agreement for each such entity.

Notwithstanding the foregoing, if Supplier is required to disclose this Agreement or any of its terms and conditions by law, a court or agency order or a proper discovery request, Supplier shall (a) use its best efforts to make such disclosure on a confidential basis and (b) in the case of disclosure required as the result of any court or agency order or proper discovery request, give JAUNT prompt notice so that JAUNT may, if it so chooses, assert any rights it may have to maintain confidentiality or obtain relief from public disclosure.

B. Public Release

Supplier shall not release any Confidential Information concerning this Agreement for publication, advertising or any other purpose without JAUNT's prior consent. Supplier shall require all subcontractors to agree that no information concerning this Agreement or any agreement between Supplier and its subcontractors relating to this Agreement shall be released for publication, advertising or any other purpose without JAUNT's prior consent.

4-11 Public Disclosure Requests

A. Public Documents

JAUNT Agreements shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

B. Supplier's Confidential Information

If a Supplier considers any portion of any documents which may be delivered to JAUNT pursuant to this Agreement to be protected under the law, Supplier shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, JAUNT will determine whether the document should be made available under the law. If the document or parts thereof are determined by JAUNT to be exempt from public disclosure, JAUNT will not release the exempted document. If the document is not exempt from public disclosure law, JAUNT will notify Supplier of the request and allow Supplier five days to take whatever action it deems necessary to protect its interests. If Supplier fails or neglects to take such action within said period, JAUNT will release the document deemed subject to disclosure. By submitting a Proposal, Supplier assents to the procedure outlined in this Section 4-11 and shall have no claim against JAUNT on account of actions taken under such procedure.

4-12 Compliance with Laws; Nondiscrimination; Fines

A. General

Supplier shall comply with all foreign and United States (federal, state and local) laws, rules, regulations and ordinances applicable to the performance of its obligations under this Agreement. In addition, Supplier shall obtain, maintain in good standing and be liable for all taxes, fees, governmental licenses, permits and approvals necessary for the operation of Supplier's Facility required in the performance of Supplier's obligations under this Agreement. Upon request, Supplier shall furnish to JAUNT certificates of compliance with all such laws, rules, regulations, and ordinances.

B. Compliance with Federal Transit Administration Requirements

Supplier shall comply with all requirements of the Federal Transit Administration ("FTA"), attached hereto in Section 7. If a conflict shall arise between the Articles of this Agreement and any FTA requirement in Section 6 the FTA requirement shall take precedence and be controlling.

C. Business Conduct and Conflicts of Interest

No member, officer, or employee of JAUNT during their tenure or for two years thereafter shall have any financial interests, direct or indirect, in this Agreement or the proceeds thereof. Supplier shall notify JAUNT's Contract Administrator of current or former JAUNT employees who may become involved in the Agreement at any time during the term of the Agreement.

D. Fines and Fees

Any fines, legal costs or other penalties incurred by Supplier or its agents or employees for noncompliance with any laws, rules, regulations or ordinances with which compliance is required herein shall not be reimbursed by JAUNT, but shall be the sole responsibility of Supplier. If fines, penalties or legal costs are assessed against JAUNT by any government authority or court due to noncompliance by Supplier or its agents or employees with any laws, rules, regulations or ordinances, or if JAUNT's operations or any part thereof is delayed or stopped by order of any government authority or court due to Supplier's noncompliance or the noncompliance of Supplier's agents or employees, Supplier shall indemnify and hold harmless JAUNT against any and all losses, liabilities, damages, claims and costs (including reasonable attorneys' fees) suffered or incurred because of the failure of Supplier or its agents or employees to comply therewith.

4-13 Records; Reports; Audits

A. Records

During the Term of this Agreement, Supplier shall keep and maintain (a) complete and accurate records, in accordance with Generally Accepted Accounting Principles (GAAP), books of account, reports and other data necessary for the proper administration of this Agreement, including all rebate programs and any other special pricing program extended to Supplier by any subcontractors in connection with the Agreement and (b) all data, documents, reports, contracts and supporting materials relating to this Agreement as the Federal Government may require. Supplier shall retain such records and all other written materials prepared by Supplier, during the Term of this Agreement and for three years after the expiration, termination or cancellation of this Agreement and for any additional time required by governmental authorities with jurisdiction over Supplier.

B. Reports

Supplier agrees to provide to the FTA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require. In addition, Supplier shall, upon request, provide JAUNT with satisfactory reports and documentation of Supplier's compliance with the Agreement

C. Right to Audit

Federal, state, local or JAUNT designated auditors shall have the right, upon reasonable notice to Supplier, during the Term of this Agreement and for three years following the expiration, termination or cancellation hereof, to audit and inspect Supplier's books, records and other materials as described in Paragraph A with respect to Prices and Products. Supplier shall require its subcontractors to agree to allow JAUNT to audit and inspect such subcontractors' books and records pertaining to Prices and Products during the Term of this Agreement and for three years following the expiration, termination or cancellation of this Agreement or any agreement between Supplier and such subcontractor. If any audit or inspection reveals an error or irregularity in the Price payable to Supplier hereunder or a breach of the warranty set forth in Section 4-7, Paragraph B hereof, an appropriate adjustment shall be made (a) by Supplier within 30 days after the conclusion of the audit or inspection or (b) at JAUNT's option, by JAUNT to amounts properly due Supplier hereunder. Supplier shall permit JAUNT, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all work, materials, payrolls, and other data and records involving the Agreement at Supplier's facility.

4-14 Termination and Cancellation

A. JAUNT Rights of Termination

JAUNT may terminate this Agreement at its sole discretion and for any or no reason upon 30 days prior written notice to Supplier. This Agreement is subject to financial assistance provided by the U.S. Department of Transportation and the Virginia Department of Rail and Public Transportation. If expected or actual funding is withdrawn, reduced, or limited in any way during the Term of this Agreement, JAUNT may, upon written notice to Supplier, terminate this Agreement in whole or in part.

B. Right to Cancel for Default

1. Either party may cancel this Agreement effective 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, or a breach by the other party of any of the terms and conditions of this Agreement, without prejudice to any other rights or remedies the non-breaching party may have, provided the breaching party fails to remedy such breach within 30 days of receiving notice of such breach.

2. In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including reasonable attorney fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

C. Effect of Termination or Cancellation

1. When Supplier receives notice of termination or cancellation, it shall (a) discontinue its provision of Products in accordance with JAUNT's instructions, (b) not place further orders or enter into further subcontracts relating to the terminated Products, (c) to the extent possible, terminate all existing orders with its suppliers and any subcontractors, and (d) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the consent of JAUNT's Contract Administrator or other expressly designated representative.

2. Upon termination pursuant to Paragraph A, Supplier shall be entitled to (a) the compensation payable hereunder (but not yet paid) for conforming Products supplied through the effective date of termination and (b) the reasonable costs incurred by Supplier to terminate any executory subcontracts and to demobilize (the "Termination Payment"); provided, however, in no event shall the sum of any compensation previously paid and the Termination Payment exceed the compensation that would have otherwise been payable absent such a termination by JAUNT. The Termination Payment shall not include any compensation for unabsorbed overhead or lost profits. Except for such Termination Payment, JAUNT's obligation to compensate Supplier for Products shall be deemed to have been discharged upon termination.

3. After termination or cancellation, JAUNT shall have no further liability other than to pay for conforming Products delivered prior to the effective date of termination or cancellation.

4. Neither termination nor cancellation shall affect any rights either party may have with respect to any Products delivered prior to termination or cancellation, any pending dispute, or any rights either party may have with respect to any breach occurring prior to termination or cancellation.

4-15 Dispute Resolution

A. Intent

It is the intention of the parties to make a good faith effort to resolve, without resort to litigation, any dispute, controversy or claim arising out of or relating to this Agreement or any breach hereof (a "Dispute") according to the procedures set forth in this Section 4-15; provided, however, that the procedures set forth herein shall not preclude either party from exercising any right of termination or cancellation of the Agreement as provided herein or as available at law or in equity.

B. Procedure

Supplier shall address any question or claim arising from this Agreement in writing to the Contract Administrator within ten calendar days of the date in which Supplier discovers or has reason to discover the question or claim. Unless Supplier receives a written notification with the determination of the Contract Administrator prior to the tenth day following the Contract Administrator's receipt of

the question or claim, such question or claim is denied. In the event Supplier disagrees with any determination or decision of the Contract Administrator, Supplier may, within five calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Executive Director of JAUNT. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Executive Director shall review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the Executive Director shall be a condition precedent to litigation hereunder.

C. Mediation and Arbitration

If a Dispute cannot be settled through direct discussions, the parties shall first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties may seek to resolve disputes pursuant to arbitration, but are not required to do so. Nothing in this Paragraph C precludes any party from seeking further relief once the required alternative dispute resolution efforts have failed.

D. Performance during Dispute

Subject to the rights of the parties to cancel this Agreement or suspend their performance as set forth in this Agreement, Supplier shall continue to perform its obligations under this Agreement during the pendency of any Dispute; provided, however, that JAUNT may seek preliminary and permanent injunctive relief, including specific performance or other interim or permanent relief, if the Dispute involves (a) threatened or actual breach by Supplier of the confidentiality provisions hereof or (b) risk to the safety or security of persons or property, if in JAUNT's judgment such relief is necessary to prevent injury or damage; provided further, that despite any such action by JAUNT, the parties shall continue to proceed in good faith in the dispute procedures outlined herein.

4-16 Force Majeure

A. Events of Force Majeure

Neither JAUNT nor Contractor shall be liable for its failure to perform or for any delay in performance of its obligations hereunder to the extent that such performance is delayed or prevented by circumstances beyond its reasonable control, without its fault or negligence and that despite its reasonable efforts is unable to overcome (a "Force Majeure Event"). Either party's right to be excused pursuant to the preceding sentence shall be conditioned upon the party experiencing the Force Majeure Event providing prompt written notice to the other party of the occurrence of the Force Majeure Event. This written notification shall give a full and complete explanation of the Force Majeure Event and its cause, the status of the Force Majeure Event, and the actions the party is taking and proposes to take to overcome the Force Majeure Event. Subject to the foregoing conditions, events that may constitute Force Majeure Events include acts of God; unusually severe weather conditions; war; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required licenses, permits or approvals; fire; damage to or breakdown of necessary facilities; or unusual transportation delays or accidents. Strikes and other labor difficulties are not Force Majeure Events. The party experiencing the Force Majeure Event shall exercise due diligence to overcome any Force Majeure Event.

B. Force Majeure Procedure

The party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome

and mitigate any resulting delay in, or prevention of, its performance. If Contractor is experiencing the Force Majeure, it shall, in addition to the above actions, implement any applicable contingency plan. The party experiencing the Force Majeure shall also give prompt written notification to the other party, which notice shall include a full and complete explanation of the Force Majeure and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome and mitigate any resulting delay in, or prevention of, its performance.

C. Termination for Extended Force Majeure

If Contractor's ability to perform hereunder is delayed or prevented, in whole or in part, for a period of 30 consecutive days as a result of an event of Force Majeure, JAUNT shall have the right, at its sole option, to terminate this Agreement, in whole or in part, by giving written notice of termination to Contractor. Such termination shall be effective no earlier than 10 days after Contractor's receipt of such notice and without regard to whether the event of Force Majeure ends prior to the date on which the termination becomes effective.

4-17 Waiver of Liens

To the maximum extent permitted by law, Supplier waives, and shall require its suppliers and subcontractors of any tier to waive, all liens and claims, and the right to file and enforce or otherwise assert any liens and claims, against the products delivered hereunder, JAUNT's facilities or any other JAUNT property (real or personal).

4-18 Independent Contractor

Supplier is an independent contractor for all purposes in connection with this Agreement and is solely responsible for workers' compensation, unemployment compensation, social security, payroll taxes and all similar obligations affecting its employees. This Agreement is not intended to be one of hiring under the provisions of any workers' compensation or other laws and shall not be so construed. None of Supplier's employees shall be deemed to be a JAUNT employee for any purpose, nor shall JAUNT be in any way responsible for delegating responsibility between Supplier and its vendors or suppliers. Nothing herein shall be deemed to constitute a partnership or joint venture between the parties. Supplier shall keep all necessary employment-related records and make all necessary payments to its employees. The selected firm must provide a valid Vendor Tax Identification Number as a provision of the contract.

4-19 Assignment

A. Assignment by Supplier

This Agreement and each and every covenant, term and condition hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Supplier shall not assign, subcontract or otherwise delegate any interest, right or obligation, whether by assignment or novation, hereunder without JAUNT's prior written consent. Any such assignment without JAUNT's consent shall be void. If JAUNT consents to the assignment in writing, this Agreement shall be binding upon and inure to the benefit of the successors of Supplier. This provision shall not prevent Supplier from pledging any proceeds from this Agreement as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee, and the assignee must assume this Agreement and be responsible for the obligations and liabilities of Supplier, known and unknown, under this Agreement and applicable law.

B. Assignment by JAUNT

JAUNT may assign its rights and obligations under the Agreement 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.

4-20 Other Public Agency Orders

Any public agency (ie, federal, state, county, local, public authority, public agency, and other political subdivision or any FTA-funded entity) may utilize the prices, terms and conditions established by this Contract. This assignment, should it occur, shall be agreed to by JAUNT and the Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to Contractor for obligations. JAUNT's right of assignment will remain in force over the five (5) year period or until completion of the contract to include options, whichever occurs first. JAUNT does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies. The public agency shall accept sole responsibility for placing orders or making payments to Contractor.

4-21 Governing Law and Venue

This Agreement, and any Orders or other contracts resulting therefrom, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. For the adjudication of any disputes arising under this Agreement, all actions shall be filed in the City of Charlottesville.

4-22 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

Contractor by entering into this Contract with JAUNT to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, is shall immediately disclose such interest to JAUNT and take action immediately to eliminate the conflict or to withdraw from this Contract, as JAUNT may require.

B. Contingent Fees and Gratuities

Contractor, by entering into this Contract with JAUNT to perform or provide work, services, or materials, has thereby covenanted:

1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of JAUNT or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

4-23 Conflicts of Interest – Current and Former Employees

A. JAUNT seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct

by current and former JAUNT employees in transactions with JAUNT. Consistent with this policy, no current or former JAUNT employee may contract with, influence, advocate, advise, or consult with a third party about a JAUNT transaction, or assist with the preparation of proposals submitted to JAUNT while employed by JAUNT or within one (1) year after leaving JAUNT's employment, if he/she participated in determining the work to be done or process to be followed while a JAUNT employee.

B. All bidders, proposers, vendors, or contractors who anticipate contracting with JAUNT must identify at the time of offer, such current or former JAUNT employees involved in preparation of bids/proposals or the anticipated performance of the work or services if awarded the Contract. Failure to identify former JAUNT employees involved in this transaction may result in JAUNT's denying or terminating this Contract. In addition, after award, Contractor is responsible for notifying JAUNT's Contract Administrator of current or former JAUNT employees who may become involved in the Contract any time during the term of the Contract.

C. No member, officer, or employee of JAUNT during their tenure or for two years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

4-24 Safety

Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 and Virginia Occupational Safety and Health (VOSH) including but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

4-25 Drug-Free Workplace

The selected firm, its agents and employees are prohibited from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on JAUNT property.

4-26 Continuity of Business Operations

The selected firm agrees to perform all work during normal business hours defined as Monday through Friday, 8:30 AM to 5:00 PM unless prior approval is granted by the Assistant Director. All work must be completed in a manner that allows JAUNT to maintain its current level of business operations with minimal disruption to staff and customers and that does not compromise or lessen the existing level of facility and employee safety and security.

4-27 Other Provisions

A. All warranties, remedial obligations, indemnities, and confidentiality rights and obligations provided herein shall survive the cancellation, expiration or termination hereof.

B. Where remedies for breach of contract are provided herein, those remedies are in addition to all other available remedies in the Agreement, at law or in equity, unless otherwise expressly provided herein. Where no specific remedy for a breach of contract is specified, the non-breaching party shall be entitled to pursue all available remedies in this Agreement, at law or in equity.

C. No amendment, modification or waiver of any term hereof shall be effective unless set forth in a

writing signed by both parties.

D. The failure of either party to demand strict performance of the terms hereof or to exercise any right conferred hereby shall not be construed as a waiver or relinquishment of its rights to assert or rely on any such term or right in the future.

E. In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such provision shall be deemed severable from the Agreement and the rest of the Agreement shall continue in full force and effect.

F. Headings set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

SECTION 5 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

5-1 Type of Contract

Any contract resulting from this solicitation will be structured as a fixed price contract.

5-2 Order of Precedence

All attachments, policies and rules referenced herein are incorporated by reference and made a part of this Agreement. If there is a discrepancy or conflict between or among the handwritten or typed information in an Order, the Articles of this Agreement or the Attachments, policies and rules referenced herein, they shall be given precedence in the following order:

- A. The FTA requirements, set forth in Section 6;
- B. Purchase order, including any handwritten or typed information contained on the front thereof;
- C. The provisions of this Agreement and any amendments hereto;
- D. Results of negotiations;
- E. Solicitation and all issued addenda and approved equals;
- F. Clarifications of and amendments to Contractor's proposal as accepted by JAUNT; and
- G. Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

5-3 Contract Term

The term of any Contract arising from this RFQ, unless earlier terminated or cancelled, shall continue in effect for a minimum of one (1) years, commencing on the effective date and extending through the installation period until the end of the warranty period.

5-4 Purchase Order

A purchase order shall be issued referencing this solicitation number. Purchase order(s) shall define and authorize the work by Contractor based on the prices agreed to by JAUNT. The purchase order(s) issued by JAUNT may reflect agreed to modification of Contract terms, funding, or other matters subject to Section 3-6. JAUNT will pay a maximum of the total amount listed on the original purchase order to the Contractor for the deliverables to be provided under the Contract, unless otherwise amended via Change Order to the Contract.

All orders for Products shall be governed by the terms and conditions of this Agreement, and JAUNT's or Supplier's use of pre-printed forms for any purpose shall be for administrative convenience only.

Any terms and conditions contained on Supplier's forms shall be void and have no force with respect to this Agreement.

5-5 Place of Delivery

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to the following JAUNT facility: JAUNT, 104 Keystone Pl, Charlottesville, VA 22902

5-6 Condition of Equipment Proposed

This equipment shall be new and unused, of current production model, with the latest design features. The unit shall be delivered operational and ready for field use with all necessary maintenance equipment and accessories.

5-7 Summary of Items To Be Provided Upon Delivery

The following items must be furnished by the successful Proposer upon completion of system installation:

- A. All warranty verification vouchers, certificates or coupons.
- B. Owner's manual(s) for equipment and software.
- C. Drawings showing wiring of auxiliary circuits
- D. Any maintenance and inspections schedules for the equipment, subsystems, and any add-on equipment
- E. All required documented, completely executed by the manufacturer/dealer

5-8 Final Acceptance

JAUNT shall deliver written notice of its Final Acceptance of the project only after successful completion by the Contractor of all Work under this Contract, and after JAUNT's receipt of all final deliverables reflecting any contract changes. After satisfying all Contract requirements, Contractor shall request final acceptance in writing stipulating the following:

- A. All work is completed.
- B. Final acceptance and payment does not constitute a waiver by JAUNT of any rights with respect to Contractor's continuing obligations under the contract.
- C. A waiver of all claims beyond final payment by Contractor against JAUNT other than those previously made in writing and still unsettled.

Final acceptance of the Work will be confirmed by JAUNT in writing and by making the final acceptance payment to Contractor.

5-9 Additional Services

JAUNT reserves the right to elect to purchase additional equipment, supplies or services called for by the contract. JAUNT will evaluate and determine that the option price is better than the market price prior to exercising purchase options contained in the contract.

SECTION 6 – INSURANCE REQUIREMENTS

6-1 Commencement of Work

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to JAUNT.

6-2 General Requirements

The selected firm will comply with all federal regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs. The selected firm will furnish, prior to the start of any work, insurance certificates of comprehensive general liability, and worker's compensation.

6-3 Required Coverages

The selected firm and any subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property of \$500,000 per occurrence for premises and operations.

SECTION 7 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

7-1 Applicability and Federal Grant Contract

Any contract resulting from this solicitation will be between the successful proposer and JAUNT, and is subject to financial assistance provided by the U.S. Department of Transportation and the Virginia Department of Rail and Public Transportation. The successful Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant Contract between the U.S. Department of Transportation and JAUNT.

7-2 Interest of Members or Delegates of Congress

In accordance with 41 U.S.C. Section 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived therefrom.

7-3 No Federal Government Obligations to Third Parties

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party Contractor, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including any subrecipient or any third party Contractor.

7-4 False or Fraudulent Statements or Claims

The Contractor acknowledges and agrees as follows:

A. The Contractor recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by signing the contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement,

submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1), to the extent the Federal Government deems appropriate.

7-5 Access to Records

In accordance with 49 U.S.C. Section 5325(a) the Contractor agrees to provide JAUNT, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of 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 Contractor agrees to maintain same until JAUNT, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7-6 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (14) dated October, 2007) between JAUNT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

7-7 Equal Employment Opportunity

In connection with this project, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that qualified and approved applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. Contractor will also notify any and all subcontractors or suppliers of its obligations under this contract related to this provision.

7-8 Civil Rights Requirements

A. Nondiscrimination in Federal Transit Programs

Contractor agrees to comply, and assures the compliance of each subcontractor, with the provisions of 49 U.S.C. section 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

B. Nondiscrimination – Title VI of the Civil Rights Act

Contractor agrees to comply, and assures the compliance of each subcontractor, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of Civil Rights Act,” and 49 CFR Part 21, and any implementing requirements FTA may issue.

C. Equal Employment Opportunity

The Contractor agrees to comply, and assures the compliance of each subcontractor, with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity requirements include, but are not limited to, those listed in the Master Agreement (Form FTA MA (14) dated October, 2007) Section 12c(1) between JAUNT and FTA.

D. Access Requirements for Persons with Disabilities

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, Contractor agrees to comply with all applicable requirements of those regulations and any subsequent amendments listed in the Master Agreement (Form FTA MA (14) dated October, 2007) Section 12g between JAUNT and FTA.

E. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7-9 Disadvantaged Business Enterprise (DBE) Participation

The DBE requirements of 49 CFR Part 26 apply to this Contract. These requirements are described in Section 1, Instructions to Proposers.

7-10 Contract Assurance

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 CFR 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 JAUNT deems appropriate.

7-11 Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from JAUNT. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of JAUNT. This clause applies to both DBE and non-DBE subcontractors.

A. If the prime Contractor fails to pay the subcontractor within thirty (30) days, the prime Contractor must notify JAUNT and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

B. The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after thirty (30) days following receipt by the Contractor of payment from JAUNT for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision (A) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld. Notification of failure by the Contractor to make prompt payment to the subcontractor hereinbefore provided will result in notification to the Contractor's bonding company by JAUNT.

C. Should either the prime Contractor or subcontractor advise JAUNT of a payment issue involving a DBE Contractor, the DBELO officer shall be notified so as to investigate, as appropriate.

D. JAUNT may conduct prompt payment audits that require prime contractor to submit appropriate documentation to verify compliance with this provision.

7-12 Energy Conservation

Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Subsection 6321 *et seq.*

7-13 Preference for Recycled Products

To the extent applicable, Contractor agrees to comply with U.S. Environmental Protection Agency (U.S. EPA) "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

7-14 Davis-Bacon and Copeland Anti-Kickback Acts

1. Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due

at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Withholding

JAUNT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, JAUNT may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of

trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to JAUNT for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

7-15 Pre-Award and Post Delivery Audit Requirements

Contractor agrees to comply with 49 U.S.C. Subsection 5321(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- A. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

7-16 Contract Work Hours and Safety Standards Act

A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages - JAUNT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs

A through D of this section.

E. Non-Construction Contracts – In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, JAUNT shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, JAUNT shall require the Contractor to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7-17 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JAUNT requests which would cause JAUNT to be in violation of the FTA terms and conditions.

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of JAUNT's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by JAUNT during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by JAUNT to Contractor, which reflects internal JAUNT procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Bidder/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Buyer: Individual designated by JAUNT to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by JAUNT, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Competitive negotiation: A method of contractor selection which includes the following elements:

1. Issuance of a written request for proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor.
2. Public notice of the request for proposal at least ten days prior to the date set for receipt of proposals by posting in a public area designated by the Executive Director, or by publication in a newspaper of general circulation in the city, or both. In addition, proposals may be solicited directly from potential contractors.

3. In the case of procurement of professional services, by engaging in individual discussions with two (2) or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. The request for proposal shall not, however, request that offerors furnish estimates of labor hours or cost for services. The individual discussions may encompass nonbinding estimates of total project costs including, but not limited to life cycle costs and where appropriate, nonbinding estimates of cost for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussions, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, JAUNT, Inc. shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to JAUNT, Inc. can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror fair and reasonable price. Should the Executive Director determine in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

4. In the case of procurement of other than professional services, by selecting two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Executive Director shall select the offeror which, in his or her opinion, has made the best proposal, and shall award the contract to that offeror. Should the Executive Director determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between JAUNT and the Contractor for completion of the Work.

Contract Administrator: The individual designated by JAUNT to administer the Contract and be the Contractor's primary point of contact. The Contract Administrator will approve orders, receipts, invoices and document the Contractor's performance, but has no contracting authority. This Person may be the Project Manager.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract

Contractor or Supplier: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with JAUNT for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to JAUNT.

DOT: Department of Transportation.

Final Acceptance: The point when JAUNT acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Goods: All material, equipment, supplies, printing and automated data processing hardware and software.

Informality: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid, or the request for proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by JAUNT to manage the project on a daily basis and who may represent JAUNT for Contract administration. This Contract may be part of a larger JAUNT project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Bidders for information and reference in preparing bids but not as part of this Contract.

RFQ or Solicitation: Request for proposals; Also known as the solicitation document.

Responsible bidder or Offeror: A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

Responsive Bidder: A person who has submitted a bid which conforms in all material respects to the invitation to bid.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or JAUNT, as applicable, and means that the Contractor or JAUNT, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Contract Administrator in accordance with the Scope of Work/Specifications.

SWaM: Small, Women- and Minority-owned Business

VDMBE: Virginia Department of Minority Business Enterprise.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.



**ATTACHMENT A
VENDOR CHECKLIST**

(to verify that all necessary documents are included)

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

	Vendor Check-Off	JAUNT Check-Off
Cover Letter	_____	_____
RFQ Cover Page	_____	_____
Attachment A Vendor Checklist	_____	_____
Attachment B Firm Data Sheet	_____	_____
Attachment C Firm Identification Numbers	_____	_____
Attachment D Price Proposal	_____	_____
Attachment E No-Bid Response Form	_____	_____
Attachment F DBE Good Faith Effort	_____	_____
Attachment G DBE Letter of Intent	_____	_____
Attachment H DBE Unavailable Certification	_____	_____
Attachment I Davis-Bacon Act Wage Determinations	_____	_____
Notice of Exception	_____	_____
Qualifications and Capabilities of the Firm(s)	_____	_____
Related Experience and References	_____	_____
Technical Proposal	_____	_____



ATTACHMENT B

FIRM DATA SHEET

The prime consultant is responsible for submitting the information requested below **on all firms on the project team, both prime and all subconsultants**. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by VDOT
N = Not DBE-Certified by VDOT

NA = Firm Not Claiming DBE Status
IP = DBE-Certification In-Process

ATTACHMENT C

FIRM IDENTIFICATION NUMBERS

If the firm has applied for and received SWaM (Small, Women- and Minority-owned Business) or federal U.S. Department of Transportation DBE (Disadvantaged Business Enterprise) certification, please supply the certificate number(s) and any applicable documentation with your proposal.

Contractor's SWAM certification number: _____

Contractor's DOT DBE certification number: _____

Contractor's Virginia tax ID number: _____



ATTACHMENT D:

PRICE PROPOSAL: GATE REPLACEMENT & MOTORIZATION PROJECT

Firm's Total Price for Project [sum of (a) through (j)]: \$ _____

Firm's Estimated Start Date: _____

Firm's Estimated Completion Date: _____

	Hardware*	Unit Price	Quantity	Extended Total
Item 1	_____	\$ _____	_____	\$ _____
Item 2	_____	\$ _____	_____	\$ _____
Item 3	_____	\$ _____	_____	\$ _____
Item 4	_____	\$ _____	_____	\$ _____
Item 5	_____	\$ _____	_____	\$ _____
Item 6	_____	\$ _____	_____	\$ _____

- (a) Total Hardware \$ _____
- (b) Software (if applicable) \$ _____
- (c) Installation \$ _____
- (d) Spare Parts \$ _____
- (e) Surveys & Utility Staking \$ _____
- (f) Freight and Insurance \$ _____
- (g) Taxes (Identify if applicable) \$ _____
- (h) Licenses (Identify if applicable) \$ _____
- (i) Other (Identify if applicable) \$ _____
- (j) Other (Identify if applicable) \$ _____

*Additional items may be listed as necessary

A parts list with unit price for each item must be attached. Pricing for maintenance support programs offered by proposer must be attached.

SERVICE CALLS:

Routine, Non-Emergency Response Time: _____

Emergency Response Time: _____

Firm's Authorized Signature: _____ Date: _____

JAUNT Authorized Signature: _____ Date: _____



ATTACHMENT E

FIRM NO-BID RESPONSE

The Firm hereby states that no official proposal will be submitted to JAUNT in response to **RFQ#JAUNTGATE-08-10** and this document constitutes a “no-bid” on behalf of the Proposing Firm.

Authorized Signature: _____

Name of Firm: _____

Date: _____

Please specify in detail why the firm is unable to provide a proposal in response to this solicitation:

ATTACHMENT F

GOOD FAITH EFFORT

1. JAUNT has established a 5% DBE contract participation goal on this contract. Therefore a bidder must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DVE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. JAUNT will use the good faith mechanism as required by 49 CFR part 26. It is up to JAUNT to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. JAUNT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, JAUNT's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. JAUNT will not require that a bidder meet a contract goal (i.e. obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith effort showing. The rule specifically prohibits JAUNT from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that JAUNT will consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meeting, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

ATTACHMENT F: GOOD FAITH EFFORT

(continued)

- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation
- d. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price different is excessive or unreasonable.

- e. Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- f. Making efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor
- g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.



ATTACHMENT G

DBE LETTER OF INTENT

To: _____
(Name of Prime Bidder)

The undersigned intends to perform work in connection with the above project as a DBE
(Check one)
_____ individual _____ corporation
_____ partnership _____ joint venture

The Disadvantaged Business status of the undersigned is confirmed:
(a) On the reference list of Disadvantaged Business Enterprises dated _____, or
(b) On an attached Disadvantaged Business Enterprise Identification Statement

The undersigned is prepared to perform the following work in connection with the above project
(Specify in detail particular work items or parts thereof to be performed):

At the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with JAUNT.

Date: _____

Name of Disadvantaged Business Enterprise

DBE Firm's Authorized Signature



ATTACHMENT H

DBE UNAVAILABLE CERTIFICATION

I, _____, _____
(Name) (Title)

of _____ certify that on _____
(Prime Bidder) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a bid for the following work items:

Disadvantaged Contractor	Work Items Sought	Form of Bid Sought (i.e., unit price, materials & labor, labor only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a bid for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity to bid on
(Name of Disadvantaged Business Enterprise)
the above defined work on _____ by _____.
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a bid on this project.

Authorized Signature of Disadvantaged Business Enterprise Date

Title



ATTACHMENT I

DAVIS-BACON WAGE DETERMINATIONS

GENERAL DECISION: VA20100008 03/12/2010 VA8

Date: March 12, 2010

General Decision Number: VA20100008 03/12/2010

Superseded General Decision Number: VA20080008

State: Virginia

Construction Type: Building

Counties: Albemarle, Charlottesville*, Fluvanna and Greene Counties in Virginia.

*INDEPENDENT CITY

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
0 03/12/2010

* ELEV0010-004 01/01/2010

Greene County

Table with 2 columns: Rates, Fringes. Row: ELEVATOR MECHANIC...\$ 37.30 20.035+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* ELEV0051-004 01/01/2010

Albemarle & Fluvanna Counties

Table with 2 columns: Rates, Fringes. Row: ELEVATOR MECHANIC...\$ 33.54 20.035+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

SUVA1996-003 05/07/1996



	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 11.71	.77
BRICKLAYER.....	\$ 15.24	
Carpenters (Excluding Drywall Hanging and Acoustical Ceiling Installation).....	\$ 11.24	.84
Cement Mason/Concrete Finisher...	\$ 10.09	1.21
Drywall Finishers.....	\$ 11.04	
Drywall Hanger.....	\$ 11.36	
Electricians.....	\$ 12.00	2.31
Glaziers.....	\$ 9.43	.33
Ironworkers:		
Reinforcing.....	\$ 11.00	
Structural.....	\$ 10.21	1.86
Laborers (Including Brick Mason Tenders).....	\$ 7.38	.75
Painter (Brush and Roller), Excluding Drywall Finishing.....	\$ 10.33	.16
Plumbers and Pipefitters (Including HVAC Work).....	\$ 12.00	.70
Power equipment operators:		
Backhoes.....	\$ 10.72	2.00
Loaders.....	\$ 10.50	2.38
Rollers.....	\$ 8.75	1.30
Roofers.....	\$ 10.62	1.00
Sheet Metal Worker (Including HVAC Duct Work and Equipment Installation).....	\$ 12.07	.69
Soft Floor Layers.....	\$ 10.88	.75
Sprinkler Fitters.....	\$ 12.00	1.51
TILE SETTER.....	\$ 13.81	
Truck Driver, Dump.....	\$ 9.05	2.13
Wallpaper/vinyl Wallpaper Hangers.....	\$ 11.13	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an



FENCE ERECTOR.....	\$ 7.65
Flagger.....	\$ 9.07
Form Setter.....	\$ 12.80
Guardrail erector.....	\$ 9.75
Laborers:	
Asphalt Rakers.....	\$ 9.40
Construction Workers (Skilled Laborers).....	\$ 9.71
Construction Workers II (Laborers).....	\$ 7.77
Landscape Workers.....	\$ 8.46
Pipelayers.....	\$ 8.68
Power Tool Operators.....	\$ 7.75
MASON	
Structure.....	\$ 17.50
Painter, Bridge.....	\$ 12.24
PAINTER.....	\$ 7.25
PLUMBER.....	\$ 14.31
Power equipment operators:	
Air Compressor Operators.....	\$ 9.45
Asphalt Distributor Operators.....	\$ 9.59
Asphalt Paver Operators.....	\$ 11.78
Backhoe Operators.....	\$ 12.01
Bulldozer Operators, Utility.....	\$ 8.84
Bulldozer Operators.....	\$ 11.60
Concrete Finish Machine Operators, Utility.....	\$ 13.00
Concrete Finish Machine/Screed Operators (Bridge).....	\$ 11.15
Concrete Paving Machine Operators.....	\$ 11.00
Concrete Pump Operators.....	\$ 16.01
Crane, Derrick, Dragline Operators.....	\$ 12.85
Crusher Tender Operators.....	\$ 10.35
Drill Operators.....	\$ 9.50
Excavator Operators.....	\$ 12.00
Front-End Loader Operators (2 yds. and under).....	\$ 10.08
Front-End Loader Operators (Over 2 yds.).....	\$ 11.58
Fuel and Lubricant Service	
Truck Drivers.....	\$ 11.50
Gradall Operators.....	\$ 12.00
Grade Checker.....	\$ 7.25
Hydro-Seeder Operators.....	\$ 9.00
Log Skidder Operators.....	\$ 11.00
Mechanics.....	\$ 12.25
Mobile Mixer Operators.....	\$ 10.71



Motor Grader Operators (Fine Grade).....	\$ 12.86
Motor Grader Operators (Rough Grade).....	\$ 11.88
Oiler Greasers.....	\$ 10.00
Pavement Marker Operators...	\$ 11.08
Pavement Marking Truck Operators.....	\$ 8.50
Pavement Planing Groundman..	\$ 7.50
Pavement Planing Operators..	\$ 9.25
Pile Driver Leadsman.....	\$ 7.28
Pipe Boring/Jacking Machine Operators.....	\$ 18.75
Plant Operators.....	\$ 10.00
Roller Operators (Finish)...	\$ 10.47
Roller Operators (Rough)....	\$ 10.01
Scraper Pan Operators.....	\$ 11.49
Shot Blast Machine Operators.....	\$ 9.70
Shovel Operators (2 yds. & under).....	\$ 12.00
Shovel Operators (Over 2 yds.).....	\$ 12.13
Slurry Seal Paver Machine Operators.....	\$ 9.00
Slurry Seal Paver Truck Drivers.....	\$ 9.00
Stabilizer Operators.....	\$ 9.45
Stone Spreader Operators....	\$ 9.60
Tractor Operators (Crawlers).....	\$ 8.06
Tractor Operators (Utility)..	\$ 8.40
Trenching Machine Operators..	\$ 8.50
Vacuum Machine Operators....	\$ 10.00
Reinforcing metal workers.....	\$ 7.69
Sheet Metal Worker.....	\$ 11.50
SIGN ERECTOR.....	\$ 11.50
Structural workers.....	\$ 14.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation Installer/Maintainer.....	\$ 17.00
Truck drivers: Heavy Duty (Over 7 c.y.)....	\$ 11.50
Heavy Duty (Under 7 c.y.)...	\$ 7.38
Multi-Rear Axle.....	\$ 9.53
Single Rear Axle.....	\$ 8.58
Tandem Rear Axle.....	\$ 9.28
WELDER.....	\$ 12.00

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200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor



200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION