

Request for Proposals (RFP) 2022058

Enterprise Asset Management Assessment

Date Issued: July 26th, 2022

Proposal Due: September 16th, 2022, 3:00PM (CT)

Facilitator:
Matt Green
Procurement Administrator
Matt.Green@nashville.gov
615-917-8852



REQUEST FOR PROPOSALS

WeGo Public Transit
Main Office
430 Myatt Drive
Nashville, TN 37115

PROPOSALS MUST BE RECEIVED

PRIOR TO 3:00 p.m. CT

September 16th, 2022

PROPOSAL NUMBER

2022058

INSTRUCTIONS:

1. SUBMIT (1) ORIGINAL, (13) ADDITIONAL AND (3) ELECTRONIC COPIES (USB) OF YOUR PROPOSAL.
2. RETURN THE REQUEST FOR ADDENDA TO RECEIVE ANY ADDENDA.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#, RFP NAME, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DURING THE RFP PROCESS ALL COMMUNICATION **MUST** BE DIRECTED TO PROCUREMENT DEPARTMENT.

The Nashville Metropolitan Transit Authority (Nashville MTA) d/b/a WeGo Public Transit (hereafter may be referred to as “the Agency” or “the Authority”) is soliciting proposals from firms qualified to conduct an assessment of the Agency’s current asset management systems and processes and recommend changes in procedures, use of existing systems, as well as, if appropriate, development of specifications for a new enterprise asset management software system. Please see Section IV, Scope of Work, for detailed requirements.

Proposers are advised that the procurement resulting from this solicitation will be funded with funds received from the Federal Transit Administration and the State of Tennessee. Proposers are to carefully review Exhibits A and B of the Contract Terms and Conditions in Section VI, as all terms and conditions expressed in those Exhibits will apply to this procurement and resulting contract.

SECTION I	Introduction
SECTION II	Instructions to Proposers
SECTION III	Disadvantaged Business Enterprise Program
SECTION IV	Scope of Work, Qualification Requirements, Evaluation Criteria, Proposal Submission Requirements, Required Forms
SECTION V	Contract Documents, General Terms and Conditions, Standard Clauses
SECTION VI	Contract Terms and Conditions (Proposed) Exhibit A – Federal Transit Administration Clauses Exhibit B – State of Tennessee Clauses

SUBMISSION DEADLINE

Proposals will be accepted at the Agency’s office located at 430 Myatt Drive, Nashville, TN 37115 until 3:00 PM CT, September 16th, 2022. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by Matt Green, Procurement Administrator, no later than 3:00 PM CT, August 25th, 2022, via e-mail at Matt.Green@nashville.gov.

PRE-PROPOSAL MEETING (NON-MANDATORY)

A pre-proposal meeting will be held at 9:00 AM (CT), August 9th, 2022, via WebEx. Firms interested in participating in the pre-proposal meeting should contact Matt.Green@nashville.gov by 9:00 PM (CT), August 8th, 2022, to RSVP and confirm attendance. Firms that are not able to RSVP can access the meeting via <https://nashville.webex.com/join/matt.green> utilizing meeting number access code 2491 810 9714. Firms that do not RSVP will need to email Matt.Green@nashville.gov with individual name, contact information, and business name following the meeting. While attendance is not mandatory, firms interested in submitting a response to this solicitation are encouraged to attend and participate. The purpose of the pre-proposal meeting is to address the solicitation requirements and the procurement process.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting Matt Green at the email address noted above.

If interpretations, specifications, or other changes to the solicitation are required as a result of the meeting, the Agency will post an addendum on the Agency Procurement webpage at <https://www.wegotransit.com/doing-business/current-opportunities/>

ADDENDA REQUEST

Proposers are not to contact other the Agency personnel with any questions or clarification concerns in reference to this RFP. The Procurement Department will provide all official communication concerning this RFP. The Addenda request must be submitted by time date to receive direct copies or notices of addenda.

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSALS **2022058** and do herein request copies or notices of addenda. The information requested below must be received no later than 3 PM CT, August 9th, 2022, via e-mail at Matt.Green@nashville.gov

Company Name

Phone Number

Address

Point of Contact

Email:

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I. INTRODUCTION

1.1 GENERAL

The Nashville Metropolitan Transit Authority (Nashville MTA) provides public transportation services including local and express routes, to citizens and visitors within the Metropolitan Nashville area and is a component unit of the Metropolitan Government of Nashville & Davidson County.

The Regional Transportation Authority of Middle Tennessee was created by State of Tennessee statute in 1988 and serves as the agency of record for the Star Commuter Rail and also provides seven (7) Regional Express Bus Routes to several Middle Tennessee communities. Nashville MTA and the Regional Transportation Authority provide service to customers as the unified branding entity WeGo Public Transit. For additional history and information please visit: <https://www.wegotransit.com/>.

Thousands of riders travel to downtown Nashville everyday using commuter rail, bus and van services operated by the Agencies, which account for more than 850,000 passenger trips a month in and around Davidson County.

The result of the Agencies' success brings with it new challenges and responsibilities. One of the greatest challenges is to meet the needs of a diverse and quickly growing ridership. As ridership increases, so too does the need to provide more innovative and effective communication materials and services.

1.2 OVERVIEW

The Agency intends to award a Contract to the successful proposer to provide an Enterprise Asset Management Assessment.

The Agency shall enter into a Fixed Price Contract. The contract and/or purchase order shall be for a one (1) year term to complete Task 1, with three (3) one (1) year options to complete Task 2, Task 3, and Task 4. All proposers are required to provide proposals that include all four (4) tasks.

Proposers shall submit cost information as detailed in Form 1, Cost Form. Non-profit and government discounts should be noted.

These instructions provide detailed legal and technical requirements for the acquisition of these services. Section VI, Proposed Contract, provides a more detailed description of the contractual and legal requirements.

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. The Agency reserves the right to adjust the schedule as required during the course of the solicitation process. The Agency will make good faith efforts to notify potential proposers of adjustments to the schedule;

however, ultimate responsibility for obtaining notice of changes lies with the proposers. Any changes to the proposed schedule will be listed at: <https://www.wegotransit.com/doing-business/current-opportunities/> - RFP 2022058

Pre-Proposal Meeting Via Webex	August 9 th 2022 9:00 AM CT Via Webex
Addenda Request Submittal Deadline	August 9 th 2022 3:00 PM CT
Question/Clarification Submittal Deadline	August 25 th 2022 3:00 PM CT
Proposal Submittal Deadline	September 16 th 2022 3:00 PM CT
Presentation/Interviews (if applicable)	Week of October 11 th 2022 TBD

All questions regarding this solicitation must be submitted via email to Matt Green, Matt.Green@nashville.gov. The answers to the questions will be posted as an addendum on the Agency website: <https://www.wegotransit.com/doing-business/current-opportunities/> under RFP number 2022058.

Proposers are solely responsible for checking the website to ensure that they have the most current information regarding the proposal. Any oral communication, explanation or instruction provided will not be binding on the Agency.

1.4 COST INCURRED BY PROPOSERS

The Agency is not liable for any costs incurred by prospective proposers in the preparation of submitting a proposal in response to this RFP, in presentation of the proposal or any other activities related to responding to this RFP.

1.5 EVALUATION OF PROPOSALS

An Evaluation Committee and/or the Procurement Department will examine proposal responses to eliminate those which are determined non-responsive to the stated requirements. The Evaluation Committee will then evaluate proposal responses and make recommendations of the top-ranked proposer for contract award.

The Evaluation Committee will apply the evaluation criteria set forth in the RFP or in any addenda issued. A detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Evaluation Committee may request additional information, request an interview, request a presentation, or request revised or best and final offers.

Should interviews or presentations become necessary, the Agency will contact the top-scoring firm(s) from the evaluation to schedule a date and time. The Agency reserves the right to invite some, all, or no proposers for interviews. At the conclusion of the interviews, if any, the Evaluation Committee will conduct final scoring of the proposals and will select one or more of the top-ranked proposers to submit best and final offers. The Evaluation Committee will recommend for contract award the proposer(s) whose proposal is deemed the best value, in terms of both technical merit and price, to the Agency

1.6 EVALUATION SCORING MEASURES

The Evaluation Committee will evaluate proposals received on the following factors.

- Project Approach | 30 Points
- Schedule | 20 Points
- Proposer's Qualifications and Experience | 20 Points
- Key Personnel Qualifications and Experience | 20 Points
- Cost | 10 Points

See Section IV, 4.2 – Evaluation Criteria – for detailed evaluation criteria.

1.7 PROPOSAL ACCEPTED

Each proposer submits its proposal with the understanding that the acceptance in writing by the Agency of the offer to furnish the services requested shall constitute a contract between the proposer and the Agency, which shall bind the proposer to furnish the services, in the manner offered in the submission, at the rates accepted, and in accordance with conditions and requirements of the Agency. A formal contract and/or purchase order will be signed between the Agency and the successful proposer for the on-call services being awarded to the proposer.

Each proposer submits its proposal with the understanding that nothing in this solicitation shall be construed to require the Agency to award a contract.

With the proposal submission, the proposer must indicate that it is prepared to enter into a contract with the Agency in accordance with the terms and conditions set forth in this solicitation, any addenda, and the proposed contract. Submissions shall be valid for a minimum period of one hundred twenty days (120) from the date of the opening of the submission.

1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

In connection with this project, the Agency has established a specific goal for Disadvantaged Business Enterprise (DBE) participation of **5%**. Proposers are required to make good faith efforts to cooperate with Nashville MTA in meeting its commitments and goal of 14% for the fiscal years 2020-2023. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the submission and selection of any subcontractor(s) to ensure that the process is nondiscriminatory. To be considered a certified DBE the organization must be registered with the Tennessee Uniform Certification Program (TNUCP) at the time of qualifications submission. Utilize the following website for a comprehensive list of the certified DBE's: <https://www.tdot.tn.gov/APPLICATIONS/DBEDIRECT/Search>. **See Section III — DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – for more information.**

END SECTION I

II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a proposal is in doubt as to the true meaning of any part of the Scope of Work, other RFP documents, or finds discrepancies in or omissions from the specifications, they may submit to Matt.Green@nashville.gov a written request for an interpretation or correction, no later than, 3:00 PM CT, August 25th, 2022. **Only written requests will be accepted.** The person submitting the request will be responsible for its prompt delivery and verification of delivery.

The request must be fully supported with detailed information and reference to a section of the proposal, if applicable, to assist the Agency in determining whether the request is or is not valid. Any corrections or changes to this RFP will be distributed to recipients who submitted the “Addenda Request” at the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any Proposer.**

2.2 DELIVERY OF PROPOSALS

Proposers must submit one (1) Original, thirteen (13) copies, and three (3) Electronic copies (USB External Drive) of their entire proposal submission, including all required forms by 3:00 PM CT, September 16th, 2022. Qualification’s proposals are to be submitted to the following address:

Matt Green
Procurement Administrator
Nashville MTA
430 Myatt Drive
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with “**RFP 2022058 – ENTERPRISE ASSET MANAGEMENT ASSESSMENT**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” The Agency will not consider proposals received after the deadline. All proposals will be logged, by a Procurement Department staff member, with the date and time of receipt.

Proposers are solely responsible for delivery of the proposal on time. Proposers who rely on overnight delivery services, local couriers, or other delivery services remain solely responsible for timely delivery of the proposal and assume all risk of late delivery or no delivery.

****NOTE: RESPONSES WILL NOT BE OPENED PUBLICLY****

2.3 PROPOSAL WITHDRAWAL

Proposers will be given permission to withdraw the proposal after it has been delivered to the Agency provided the proposer makes the request by e-mail, on the organization’s letterhead, twenty-four (24) hours prior to the proposal due date and time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the proposers and must reach the office of Matt Green, not later than one (1) hour prior to the time fixed for submission of proposals. Proposals which are timely withdrawn shall be returned to the proposer unopened, at proposer’s expense.

2.4 UNACCEPTABLE PROPOSAL

The Agency will not accept proposals or award any contract to any person, firm or corporation that is in arrears or is in default to the Agency upon any debt or contract, has defaulted on surety or other obligation or has failed to perform faithfully any previous contract for the Agency. The Agency reserves the right to request subcontractor changes to any contract.

2.5 REJECTION OR ACCEPTANCE OF PROPOSAL

The Chief Executive Officer or designee reserves the right to accept or reject any or all or any part of any proposals. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. If there is a discrepancy between the price written and the price listed in figures, the Agency acknowledges that the price written is the correct price.

It is the intent of Agency, if it accepts any alternates, to accept them in the order in which they are listed in the proposal Form. Determination of the lower proposers shall be on the basis of the sum of the base proposal on the alternates accepted. However, the Agency shall reserve the right to accept alternates in any order which does not affect determination of the lower proposers.

The Agency reserves the right to cancel this RFP in writing or postpone or extend the date and time for submitting proposals at any time. The Agency reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to investigate the qualifications and experience of any proposers, to reject any provisions in any proposal, to modify proposal contents, to obtain new proposals, to negotiate the requested services and contract terms with any proposers. The Agency reserves the right to award the proposal for the requested services in full, in part and/or a single item to one or more proposers. The Agency will determine the most responsive proposer(s) whose proposal is most advantageous to the Agency.

The submission of a proposal shall constitute an acknowledgement that the proposer has thoroughly examined and is familiar with the proposal, including the Scope of Work, the addenda if any, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services requested.

Proposals must indicate that the entity is prepared to enter into a contract and/or purchase order with the Agency in accordance with the terms and conditions set forth in this proposal, any addenda, and proposed contract. Proposals shall be valid for a minimum period of one hundred twenty days (120) from the proposed closing date for acceptance by the Agency.

2.6 PUBLIC RECORDS/CONFIDENTIALITY

Proposals received become the exclusive property of the Agency. When a contract award is approved by the Agency, all proposals submitted in response to this proposal shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a court, the Agency may be required to disclose such records or portions thereof, including without

limitation those so marked. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found to be technically unacceptable.

2.7 FORMS PROVIDED

Proposers must use the forms provided or copies thereof. The proposer or an authorized representative of the firm must sign the submission. Any erasures, corrections or other changes appearing on the submission forms must be initialed and dated by the person signing the form.

END SECTION II

III. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

3.1 INTRODUCTION

The Agency operates a federal Disadvantaged Business Enterprise (DBE) Program to ensure full and fair opportunities in contracting for businesses owned by socially and economically disadvantaged individuals. The Agency administers the program according to the regulations that apply to 49 CFR Part 26. Only firms that are certified consistent with 49 CFR Part 26 and by the Nashville MTA or Tennessee Department of Transportation Unified Certification Program (TN UCP), as identified below, will be considered certified as a Disadvantaged Business Enterprise.

This section, entitled “Disadvantaged Business Enterprise Program Requirements” is provided in an effort to assist proposers. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All Proposers are responsible for compliance with all applicable federal and Nashville MTA rules and requirements.

It is a requirement that all proposers providing services take all reasonable steps to ensure that DBEs have a full and fair opportunity to compete for and perform contract work without discrimination on the basis of age, race, sex, color, national origin, creed, religion, sexual orientation or disability. In order to satisfy this requirement, proposers will be expected to timely submit documentation as identified below and as shown on the Required Forms throughout the contract period if selected and cooperate with the Agency. Failure to timely submit requested documentation, cooperate with the Agency, or answer inquiries truthfully will be considered a material contract breach and may result in contract termination.

3.2 REQUIRED DOCUMENTS

The following documents must be submitted with the proposal:

1. Letter(s) of Intent

Proposers must submit a Letter of Intent for each DBE whose participation the proposer is counting toward the goal. This may include first, second, third, and other lower tier subcontractors and/or suppliers. The proposer and all subcontractors using lower tier DBE subcontractors and/or suppliers must sign the Letter(s) of Intent. The Letter(s) of Intent must be submitted with the proposal.

For each Letter of Intent, the proposer must also provide the written quote or proposal from the DBE or other communication from the DBE upon which the scope of work and dollar value contained in the Letter of Intent is based (“quote/proposal”).

All portions of the Letter(s) of Intent must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of DBE participation for counting and goal purposes) before the Letter(s) of Assurance Statement is signed by either the DBE or the proposer.

The Agency reserves the right to ask questions of the proposer, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and the Agency's rules are followed as it relates to DBE participation.

2. DBE Goals Accomplishment Statement

The Proposer must submit a signed DBE Goals Accomplishment Statement with the proposal. Failure to submit and/or sign the form may render the submission non-responsive.

3. DBE Utilization Form

The proposer must submit a fully completed DBE Utilization Form.

3.3 DEFINITION OF SOCIALLY AND ECONOMICALLY DISADVANTAGED

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed one million three hundred twenty thousand dollars (\$1,320,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) “Black Americans” which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) “Asian-Pacific Americans” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific islands (Republic of Palau), the Commonwealth of the Northern

Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

3.4 DBE LIAISON OFFICER

The DBE Liaison Officer is responsible for developing, implementing, and monitoring the DBE program on a day-to-day basis in coordination with other appropriate officials; carrying out technical assistance for a DBE; and, disseminating information on available business opportunities so that a DBE is provided an equitable opportunity to propose on Agency contracts. For questions or information related to the DBE program, contact Rachel Johnson, DBE Liaison Officer at Rachel.johnson@nashville.gov or 615-862-5618.

3.5 DBE CERTIFICATION

The Agency certifies all of its DBEs through internal processes. The TNUCP is a cooperative of entities which are recipients of federal funds that have developed a “one-stop shop” for certification throughout the State of Tennessee of which the Agency is a certifying member. In order to be considered as meeting the DBE goal for a contract, each business wishing to participate as a DBE or a joint venture DBE, must be certified as a DBE by the Tennessee Uniform Certification Program (TNUCP) and must have current certification at the time of Qualifications submission. The link to the DBE Directory is <https://www.tdot.tn.gov/applications/dbedirect/>.

Persons or entities who consider themselves a DBE but who are not certified by the Agency, the TN UCP as a DBE, have not received affirmation from the Agency MTA or the TN UCP that their certification from another entity is consistent with and acceptable to the Agency or the TN UCP will not be considered. Unless a firm meets the criteria above by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified at the time of submission and a current copy of the DBE’s certification must be attached to the Letter of Intent.

3.6 IDENTIFICATION OF CONTRACT GOAL AND REQUIREMENTS

For this contract, the overall DBE participation goal is established as **5%**. In order for the submission to be responsive, the proposer must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a proposer’s DBE Accomplishment Statement proposes a DBE percentage less than the established goal, the proposer must, at the time of making the response, submit appropriate documentation justifying its

submitted DBE percentage. The Agency reserves the right to request additional documentation or information from the proposer regarding its DBE Accomplishment Statement, Utilization plan or Letters of Intent, and, if applicable, any good faith efforts documentation. If the Agency enters into a contract based on the proposer's DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by the Agency will become a contractual requirement.

Proposers shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Letter of Intent or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other proposers. The DBE shall be free to provide their services to any number of proposers. To ensure that all obligations under subcontracts awarded to a DBE are met, the Agency will review the agreement between the proposer and DBE, and the proposer's DBE involvement efforts during the performance of the contract. The proposer shall bring to the attention of the Agency any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Agency, the proposer has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

3.7 GOOD FAITH EFFORTS STATEMENT AND REQUIREMENTS

In order to be responsive, proposers must either meet the DBE goal or make good faith efforts to meet the goal. Proposers who do not meet the goal must establish adequate good faith efforts (GFE) by submitting documentation (**Use GFE Form**) along with the DBE Goals Accomplishment Statement. This statement should show that the proposer took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if the proposer was not fully successful. The DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a proposer's efforts to obtain DBE participation and may be included in the DBE Goals Accomplishment Statement and documentation. This list 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-submission meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- (b). Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the will be achieved.
- (c). Providing any interested DBE 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 any interested DBE. It is the proposer'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.

- (e) Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (f) Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (g) Making efforts to assist any interested DBE 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 any DBE.
- (i) Making efforts to identify and assist eligible firms, which are not yet certified by the Nashville MTA or the TN UCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the contract.

If a proposer has not met the DBE goal and submits the DBE Goals Accomplishment Statement and documentation, the proposer should summarize in detail all good faith efforts taken by the Proposer, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the proposer should submit documentation to support its good faith efforts at the time of submission, the Agency may ask questions of Proposer or request additional documentation after review of proposer's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, the proposer understands and agrees that the determination of whether the proposer has met the DBE goal or established good faith efforts to meet the goal is a judgment call that the Agency will make.

3.8 COUNTING DBE PARTICIPATION

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, especially 26.55. When the proposer completes a Letter of Intent, the Proposer must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal. For example, if a DBE is a regular dealer or supplier of pipe but does not install the pipe, then the proposer can generally count the dollar value spent on the pipe at 60%. This would mean that if the DBE was supplying \$100,000 of pipe then the contract amount would be \$100,000 but the total amount of DBE participation would be \$60,000 for counting and meeting the goal purposes.

If a proposer has any questions about counting, the Agency advises the proposer to consult 49 CFR Part 26. The following may be helpful in counting DBE participation and in determining which sections of Part 26.55 a proposer needs to review in more detail:

- (a) When a DBE participates in a contract or subcontract, the Contractor will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's own forces and supplies purchased or equipment leased by the DBE as described below, especially
- (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor

or its affiliate.) The Contractor will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that Nashville MTA determines the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

(b) When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, the clearly defined portion of the work of the contract that the DBE performs with its own forces count toward DBE goals.

(c) The proposer will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the proposer will evaluate industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The proposer will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).

(d) The proposer will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). **Note:** Proposers should review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable). It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.

(e) If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the proposer will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).

(f) The proposer will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).

3.9 PROMPT PAYMENT AND RETAINAGE

The Contractor agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than fifteen (15) days from the receipt of each payment it receives from the Agency.

There is no retainage or other sums allowed to be withheld from progress payments or any other

payments and any exceptions to this prompt pay/retainage provision must be requested in writing by the Contractor and approved in writing.

The Contractor will include the following paragraphs in all contracts and/or agreements related to the work under this Contract with subcontractors or suppliers and will require all its subcontractors and suppliers to include this paragraph in any contracts and/or agreements related to the work under this Contract with any other third parties and any other lower tier subcontractors or suppliers:

“It is understood and agreed by all involved parties that payment for work completed satisfactorily, or supplies provided satisfactorily will be made to the appropriate party no later than fifteen (15) days from receipt of payment for that work or those supplies.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing to the Agency and approved in writing.”

3.10 TERMINATION OF DBE SUBCONTRACTOR

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Utilization Plan without the Agency’s prior written consent. The Agency may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

3.11 CONTINUED COMPLIANCE

The Agency shall monitor the Contractor’s DBE compliance during the life of the Contract. The Contractor shall submit monthly written reports to the Agency’s DBE Compliance Officer that provides details on DBE participation for that month.

3.12 49 CFR PART 26

The Contractor shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of the Agency’s contracts. The proposer agrees to provide all its subcontractors and suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Disadvantaged Business Enterprise (DBE) Requirements** of this contract to all those who provide supplies or work related to this Contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to this Contract.

END SECTION III

IV. SCOPE OF WORK, PROPOSAL EVALUATION CRITERIA, PROPOSAL SUBMISSION FORMAT, REQUIRED FORMS

4.1 SCOPE OF WORK

A. BACKGROUND INFORMATION

Program Background

Nashville MTA operates 167 fixed route buses and 84 paratransit buses (body-on-chassis vehicles and vans) within Davidson County. The fixed route vehicle fleet is comprised of a combination of 40' Gillig Low Floor buses, 60' NABIs, and 60' New Flyers, with smaller subfleets of MCI coaches and Proterra all-electric buses. Major facilities include 1) 130 Nestor Street, the main bus garage and operations/maintenance offices from which all revenue vehicles are dispatched; 2) 430 Myatt Drive, Administrative headquarters and limited heavy vehicle maintenance; 3) WeGo Central, a multi-level, 24-bay transit center and parking garage at 400 Martin Luther King Jr Blvd; and 4) Hillsboro Transit Center, a three-bay transit center with customer waiting area. In addition, Nashville MTA has 1,617 bus stops, including 250 shelters. Nashville MTA also administers seven commuter rail stations on behalf of the Regional Transit Authority of Middle Tennessee. The Regional Transit Authority owns the rail stations and the commuter rail rolling stock (4 locomotives and 10 rail cars) which are owned and maintained through a contracted service provider. The Regional Transit Authority does not own or maintain rail track or signal systems.

Nashville MTA currently utilizes Ron Turley and Associates (RTA) software as the core of Vehicle Maintenance Management. The Agency seeks the services of a qualified and experienced firm (Consultant) that is able to document existing business practices; benchmark those practices against best practices of transit agencies that have similar scope, fleet size, and number of fleet services' personnel; assess the functionality of the existing Ron Turley application and compatibility of other information systems used within the Agency to support asset management (see Table A); identify readily available software applications in use by other transit agencies that successfully support enterprise asset management functions; and, if requested by the Agency, assist in developing a solicitation to procure a new system and provide implementation support.

Nashville MTA also requests an examination of Oracle software. The Agency would like to weigh the advantages and disadvantages of replacing or supplementing existing software with Oracle software to streamline its systems into a more consolidated platform.

See Table A for a list of current software applications directly or indirectly supporting EAM functions at MTA.

Table A - Software Applications	
Software	Function
Ron Turley and Associates (RTA)	Rolling stock maintenance system, including work order management, parts ordering/inventory, vehicle inventory, preventive maintenance, etc.
Sage 300 Accpac	Accounting, budgeting, and purchase orders
Trapeze Ops	Vehicle and operator dispatching and timeclocks
Vontas TransitMaster	Vehicle CAD/AVL
Oracle EAM	Facilities asset tracking and maintenance
BNA Fixed Asset Software	Web-based database for asset depreciation tracking
FleetWatch	Mileage, Fuel, and Fluids tracking for vehicles - with limited integration into Ron Turley
SAP Crystal Reports	Printable reports from Ron Turley
Power BI	Dynamic reports and dashboards (not currently integrated with Ron Turley)
Microsoft Access	IT-related asset inventory tracking
ADP	Employee payroll & HRMS, maintenance personnel timeclocks

Given the limited functionality of RTA and current integrations with other software applications, the Agency is considering replacing this software with one that is specifically designed to meet the Enterprise Asset Management (EAM) needs of a medium to large size transit agency. The Agency would prefer to procure a commercially available system configured to meet its needs rather than a bespoke system.

B. SCOPE OF SERVICES

General Scope

The Consultant will conduct a complete assessment of existing Asset Management systems/integrations as well as a comprehensive Business Analysis Review of Agency functions and processes to identify gaps between the existing systems' functionality, the Agency's practices and the need for process changes and improved information to support its asset management responsibilities. The Consultant shall benchmark WeGo's existing practices and systems to those used by similarly sized transit agencies and make recommendations for improvements. The Consultant's final report should include options for: 1) incremental improvements in the use of existing systems; 2) intermediate options for system enhancements; and 3) options for replacing existing systems with a readily available asset management system that is in use at other agencies and that will address identified shortcomings of the Agency's current software.

The Consultant will be expected to provide a cost-benefit analysis that supports a recommendation for implementing a new system. If the Agency determines that a new system is required, the Consultant may be requested to assist with solicitation development, project management, and implementation

support, including but not limited to staff training, leading to deployment of a new system. Throughout the project, the Consultant will provide regular status updates and presentations to staff and other stakeholders, including MTA's Board of Directors. All work for Task 1 must be completed within one (1) year of Notice to Proceed. Task 2, Task 3, and Task 4 are optional tasks to be executed at the discretion of the Agency. If the Agency chooses to execute these optional tasks the Agency may also grant up to three (3) one (1) year contract extensions. Any optional task that is assigned will include a specific duration for completion. The necessity of these contract extensions will be determined by the Agency's review of proposer's time requirements. Although Task 2, Task 3, and Task 4 are optional to the Agency, all tasks in the scope of work must be included in the proposal. Failure to include all tasks in the proposal will deem the proposal non-responsive and subsequently be disqualified.

Proposers are advised that if awarded the contract from this solicitation, the selected Consultant team will be precluded from participating in any future contract for the procurement of the scoped technology replacement.

The Consultant shall perform the following tasks:

Task 1 - Needs Assessment / Discovery

The Consultant shall conduct a needs assessment by reviewing the Agency's existing asset management procedures, assessing the functionality within the existing systems that is: a) in use and b) is available but not utilized, and documenting the gaps among existing practices, system functionality, and identified needs of the existing system and processes. Activities to be undertaken include but are not limited to:

- a. Conduct interviews and project update meetings with Agency stakeholders.
- b. Review all existing data, transaction volumes, reports, and business processes. Analyze and document the "As Is" processes, including control points, reports, and interfaces with other systems.
- c. Develop strategies for improving business processes. Recommend specific steps/methods for improvement, with a focus on gaps and inefficiencies in existing processes.
- d. Assess existing functionality of current systems; document functionality in the existing system that may underutilized or is not being used to support the asset management effort.
- e. Document functionality that is insufficient to support current business practices or the implementation of best practices for asset management; identify gaps/deficiencies in the existing application to provide and share information with other agency information systems by: i) identifying the need for the information sharing; ii) identifying how improved information sharing will create efficiencies in the Agency's business practices
- f. Benchmark Agency practices and systems against similar transit agencies to identify best practices.
- g. Build a Requirements Register with information gathered during the needs assessment, categorizing requirements as 'Must have for day to day working', 'Should have', and 'Nice to have/Could have'.

- h. Conduct a review of current systems on the market and compile a review of the capabilities and limitations of each as well as example transit agencies currently using each system.
- i. Develop presentation for Senior Management Team. The presentation should include but not be limited to: 1) document shortcomings of existing system functionality and options for solutions; 2) the costs and benefits of replacing existing system(s); and 3) recommendations for new system criteria and best practices to assure procurement of the appropriate system that will: a) meet the Agency's needs; b) be implemented with minimal disruption to ongoing operations; d) is financially cost-effective.
- j. Evaluate options and implications for implementing a new asset management system in a hybrid environment, such as, on- premises plus cloud; only on-premises, and only cloud.
- k. Provide complete budgetary cost estimates and resource planning, including business, IT, and any externally sourced staffing strategy to deliver, implement, and maintain a new system and provide similar estimates for using available functionality within existing systems to meet asset management requirements.
- l. Identifying existing systems that are in use by other transit agencies that could be procured by the Agency; evaluate the merits and shortcomings of each system.

Task 1 Deliverables:

- Existing Systems and Integrations Review
- Existing Business Process Assessment and Gap Analysis
- Business Process Improvement Strategy Memo
- Potential Replacement Solutions Memo
- Resource Requirements Review
- System Requirements Register
- Meeting Agendas, Presentations, and Minutes (as needed)

At the conclusion of Needs Assessment, the Agency will determine whether to competitively procure a new system or enhance its existing systems and may request the Consultant to conduct the following tasks:

Task 2 - Scope Development (To be executed at the discretion of MTA upon MTA's review of Needs Assessment / Discovery in Task 1)

If requested, the Consultant will assist MTA staff with development and execution of a Request for Proposal (RFP) for the software and implementation services. Services under this task may include but are not limited to:

- a. Evaluating hosting options such as on-premises versus cloud based and recommend strategies that best meets a transit agency's objectives for a new system, preparing solicitation documents required such as an Independent Cost Estimate, scope/statement of work and compliance matrix for procuring services to implement a new EAM system. Review

- this requisition package with stakeholders, incorporate recommended changes as needed, and obtain stakeholder signoff.
- b. Preparing technical specifications for incorporation into a solicitation, including project phasing plan such as transitional training from existing system to new, down-time preparation and implementation contingencies.
 - c. Assessing market conditions and potential proposer availability.
 - d. Assisting MTA staff in conducting pre-proposal conference meetings, site visits (if necessary), and providing draft meeting minutes to stakeholders.
 - e. Assisting MTA staff in developing responses to proposer's questions.
 - f. Serving as a non-scoring technical advisor to the RFP evaluation team, analyzing proposals, reviewing proposals for reasonableness with the evaluation team, identifying and making recommendation on exceptions, deviations and nonconformance with the requirements of the solicitation.
 - g. Assisting in solicitation response reviews, including compliance with all technical specifications, analyzing price proposals, and providing technical support including analyzing best and final offers, developing payment milestone schedules, and provisions for system warranty and maintenance.

Task 2 Deliverables:

- Independent Cost Estimate
- RFP Scope of Services
- Compliance Matrix
- Projected Procurement and Implementation Schedule
- Meeting Agendas, Presentations, and Minutes (as needed)

Task 3 - Project Management and Implementation Support (To be executed at the discretion of MTA based upon the outcome of Task 1 and/or Task 2)

The selected Consultant may be requested to assist the Agency with implementation of enhancements or unused configurations and functionality of existing systems or to provide technical assistance and support as the Agency implements a commercially available asset management system.

If the Agency determines that the best solution to improving its asset management process is to obtain a new software system, the Consultant may be requested to provide project management support services while the new system is implemented. Services under this task may include but are not limited to:

- a. Conducting weekly project meetings with the Vendor and MTA project teams.
- b. Providing regular (at least monthly) project status reports.
- c. Reviewing milestone approval requests.
- d. Conducting Quality Control reviews of Vendor deliverables.
- e. Participating in and reviewing results of Factory Acceptance Testing
- f. Reviewing and making recommendations during Preliminary and Final Design Reviews.

- g. Facilitating best practices in Change Management and preparing Change Order documentation as needed.
- h. Maintaining communications with all stakeholders, conducting regular check-ins to identify and resolve issues in a proactive manner.
- i. Creating and maintaining a project Risk Register and recommend risk mitigation actions as needed.
- j. Working with Vendor, subcontractors and MTA on systems integration design, testing, and approval
- k. Assisting MTA in managing contractual disputes should they arise during implementation.
- l. Reviewing and providing recommendations on vendor training plans and materials.
- m. Validating reporting formats and outputs.
- n. Monitoring system performance, especially during burn-in and final acceptance periods.
- o. Creating a System Acceptance Test Plan.
- p. Ensuring final system configuration and processes support MTA's Transit Asset Management Plan and fulfill FTA's TAM requirements.
- q. Making final recommendations for system acceptance and commencement of warranty period.

Task 3 Deliverables:

- Project Status Reports (Monthly)
- Preliminary and Final Design Review Memos
- Risk Register
- Change Order Documents (as needed)
- System Acceptance Test Plan
- SOP Handbook (customized for MTA)
- Meeting Agendas, Presentations, and Minutes (as needed)

Task 4 – Examination of Oracle Functionality and Capabilities (To be executed at the discretion of MTA)

Nashville MTA may request the Consultant to examine the Agency's current utilization of Oracle software for Facilities Management and the overall strengths and weaknesses of Oracle software when applied to other Agency software platforms. This task will provide recommendations regarding the following:

- a. Overview of Oracle as a standalone software platform for Facilities Management, including potential areas of optimization or potential areas of limitations.
- b. Examination Oracle scalability should Facilities Management desire to expand on Oracle capabilities in the future.
- c. Integrability of Oracle with other software (provided in Table A) used to assist Facility Management.

- d. Review of Oracle software implementation and support services for their customers.

Task 4 Deliverables:

- Memo outlining advantages and disadvantages of Oracle as a standalone Facilities Management software.
- Memo of Oracle's ability to scale should the demands of the Facilities Management require more complex and expansive applications.
- Memo outlining Oracle's compatibility to support existing Facilities Management supplemental software in Table A.
- Memo of Oracle's implementation, training, and support services.

No additional text on this page

4.2 EVALUATION CRITERIA

Criterion	Analysis Questions	Points Value
Project Approach	<ul style="list-style-type: none"> Does the proposer's approach include an appropriate mix of on-site and virtual assessments to give the Agency assurance that the proposer truly understands the Agency's operations and needs before making recommendations? Is there evidence of a clear understanding of the project tasks and their overall objectives? Are the relationships among tasks and objectives understood and clearly defined? Does the plan for stakeholder engagement include soliciting feedback from all departments in the Agency that have a role in the asset management function? Does the proposal include a thorough approach to evaluating the Agency's current business practices to identify improvements in the asset management function that do not require new software implementation? Does the proposal identify benchmark agencies that can serve as a model for WeGo's asset management needs? Does the proposal include a thorough review of the Agency's existing systems to identify opportunities for improvements in lieu of a full-scale replacement? Does the proposal include an approach for evaluating commercially available systems already in use in other transit agencies that could meet WeGo's needs? Will the proposer closely examine current systems (SOP's and software applications) to identify problems and provide viable solutions that do not include full software replacement? Does the proposer assume/indicate new software applications are required without first addressing the examination process as part of their process? Does the proposal approach include a clear and comprehensive process for specification development, system evaluation, and implementation planning? Does the overall project approach provide solutions that are able to be implemented and are effective in real-world operations? Is there validation of success from previous projects or are these solutions theoretical? 	30
Schedule	<ul style="list-style-type: none"> Does the schedule include a level of Agency stakeholder engagement necessary to ensure that all participants have the opportunity to be heard? 	20

	<ul style="list-style-type: none"> • Does the schedule include sufficient time for review and collaboration with the Agency Project Staff prior to final recommendations? • Does the planned schedule assume reasonable levels of Agency staff involvement? • Does the schedule include time for engagement with other transit agencies and an evaluation of commercially available asset management software? • Does the schedule adequately account for the overlap of tasks and incorporating results of one task into the work of another? Does this show indications of scheduling conflicts or appear disjointed? • Does the proposed schedule lead to a timely completion of the project? 	
Proposer's Qualifications and Experience	<ul style="list-style-type: none"> • What is the proposer's previous experience in projects of this nature, particularly in assessing a public transit agency's asset management process and related responsibilities? • Did the proposer provide references specifically related to asset management process assessments? • Did the reference(s) indicate positive experiences with the proposer and were the proposer's recommendations from projects with similarly defined scope and tasks adopted? • Were the proposer's previous projects completed on time and on budget? • Would the reference(s) engage the Proposer again for the scope of work? • Does the proposing team have experience in providing all required elements of this project? • Have the members of the proposing team previously worked together to deliver a successful project? • How will subconsultants' work be managed? • Does the proposing team's assignment of responsibilities meet the project's established DBE participation goal? • Does the level of engagement of principal personnel reflect adequately reflect the Proposer's overall engagement with the effort? • How does this project relate to the Proposer's other work and corporate purpose? 	20
Key Personnel Qualifications	<ul style="list-style-type: none"> • Have the key personnel previously performed the elements in the scope of work? • Do the personnel working on the project have necessary skills and experience to successfully deliver the project? 	20

and Experience	<ul style="list-style-type: none"> What will the level of involvement of key personnel be for this project in relation to the Proposer's other ongoing work? Are they able to prioritize the Agency needs or will their schedule conflict? 	
Cost	<ul style="list-style-type: none"> Does the proposer provide detailed itemization of cost per task including resource allocation? Does the proposer provide detailed itemization of sub-contractors working hours and their hourly rate? Does the cost for each task reflect the importance of the task to the overall level of effort that is needed to deliver a successful project? Does the cost proposal represent the best value for accomplishing the project? Does the cost proposal demonstrate the appropriate allocation of resources for each task to successfully complete the project? 	10
Table Points		100

4.3 PROPOSAL SUBMISSION REQUIREMENTS

Proposers shall include all of the items listed below in the order shown, in their proposals. Each section should be clearly labeled, with pages numbered and separated by tabs. This format is necessary for evaluation purposes. Proposers shall utilize the Cost Form, Form 1, located in Section 4.3, to provide compensation in response to the suggested requirements, to indicate the cost of services.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this Proposal. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Please be advised each Part referenced below is the minimum requirement requested by the Agency.

Proposals shall include seven tabbed sections (Part 1, Part 2, Part 3, Part 4, Part 5, Part 6 and Part 7) shall be indexed in the order outlined below. Proposals shall list questions and responses and/or attachments as numbered and listed within each section. The contents of each section should be concise and should address the Evaluation Criteria, Project Goals and Objectives, and Scope of Work.

Part 1: Cover Page and Cover Letter

All Proposals shall be accompanied by a cover letter of introduction and executive summary of the Proposal. Qualifications, Experience, References and Samples:

- Briefly introduce the Proposer, providing a summary of the Proposer's administration, organization and staffing, including multiple offices, if applicable.
- Clearly state the contact person title and contact information.
- Describe the Proposer's qualifications for successfully completing the project's tasks and accomplishing the project's goals and objectives.
- Describe the Proposer's experience in performing services of similar size and scope.
- Provide references from at least three entities where the proposer provided enterprise asset management assessment services, with at least one reference that includes a public transit agency and one reference that includes a fleet-based business entity. Include the name of the agency, contact name, telephone number, and email address.

Part 2: Understanding of the RFP

This section should include a detailed discussion of the Proposer's approach to the project and how the approach will meet the project's goals and objectives. The approach should include, at minimum:

- Overall approach to the scope and services defined in the tasks, including a work plan that clearly identifies how the proposer will approach the project
- Issues that will be addressed in the project plan to ensure that the approach and work products meet the project's goals and objectives
- Approach for assessing WeGo's existing asset management process
- Strategies for assessing existing system(s) functionality
- Approach for benchmarking WeGo's processes and information systems to other, similar transit agencies
- Process for determining system requirements
- Approach to cost-benefit analysis to evaluate options for new system or existing system enhancements
- Process for system scope development
- Project management plan for enhanced and/or system implementation
- Recommendations or suggested modifications derived from successes in similar efforts
- Include the Proposer's expectations of the Agency, including support from staff and other resources.

Part 3: Project Team

This section should include a detailed discussion of the full proposal team including the relationship between subconsultants and the prime, how the team will be integrated to ensure a cohesive work product, and a representation of each team member's qualifications. At minimum, this section must include:

- Project Team Organization Chart and identify key individuals and include resumes for key individuals
- Detailed availability for Project Team and key individuals
- Detailed explanation of the roles of subconsultants, including DBE firms, and discuss the process for overseeing and integrating subconsultants' work into the final product
- Acknowledgement that key individuals named in the Proposal will not be replaced without advance notice and approval by the Agency and that replacement personnel will be subject to Agency approval.

Part 4: Schedule/Timeline

This section will discuss the schedule and timeline for accomplishing each task's deliverable and how the proposed schedule will lead to the timely fulfillment of the project's goals and objectives. This section should include, at minimum:

- Detailed timeline for each task and the overall project
- Identification of relationships between tasks and include review time for the Agency
- Outline of the major steps of each component and a schedule estimating the length of time required to complete each step

Part 5: Cost

The Agency requires Proposers to submit complete Form I Cost Proposal Form(s), located in Section 4.3. If a discount off retail pricing for items not specifically listed on Form I is available, please provide that information. Also include any other pricing discounts or offers that will assist the Agency in obtaining the best possible pricing for the services provided.

Proposers must identify in their cost proposal all direct costs they anticipate they will incur. The Agency reserves the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or that was not expressly approved by the Agency in advance of the cost being incurred.

Part 6: Acceptance of the Proposed Contract Terms and Conditions

This section will indicate any exceptions to the Scope of Work, general terms and conditions or other requirements listed in the Proposed Contract.

- Overall compliance to requirements and acceptance.

Signature is not required on the Proposed Contract included in the RFP however, any exceptions or proposed changes to the terms and conditions **must be submitted with the proposal** in order to be considered. The Agency reserves the right to make changes to the Proposed Contract and to reject or accept any changes the proposer may propose.

In this section, the proposer must signify its acceptance of the terms and conditions of the RFP, general terms and conditions, and proposed contract and/or must list specific items of exceptions or proposed changes for the Agency's consideration.

Part 7: FTA Required Forms

The Agency requires proposers to complete the FTA Required Forms.

Please review, sign, and submit forms. If a form is not applicable to the proposal or the proposing organization, **please indicate not applicable and SUBMIT.**

*Proposal Forms, Licensing and Permits

Cost Form (submitted as Part 5 of the proposal)	DBE Forms 6A, 6B, 6C, 6D	References	Subcontractor Utilization Plan
Acknowledgment of Addenda	Certificate of Authority	Affidavit	Insurance Certificate <i>Not required with proposal submission</i>
Affidavit of Non-Collusion	Certification of Restrictions on Lobbying	Notice to Contractor	License <i>N/A</i>
Certification of Eligibility	Certification of Debarment, Suspension Primary	Buy America <i>INTENTIONALLY OMITTED</i>	Permits <i>N/A</i>
Compliance with Specifications	Certification Debarment, Suspension Lower-Tier	Buy America Rolling Stock <i>INTENTIONALLY OMITTED</i>	Bonds <i>N/A</i>

All forms may not apply but must be submitted and indicate not applicable

4.4 REQUIRED FORMS

FORM 1: COST PROPOSAL FORMS RFP 2022058 — ENTERPRISE ASSET MANAGEMENT ASSESSMENT

Total Cost Summary				
Task Description	Average Hourly Loaded Rate	Total Hours	Total Direct Costs ¹	Total Cost ²
Task 1 – Needs Assessment / Discovery				
Task 2 – Scope Development				
Task 3 – Project Management and Implementation Support				
Task 4 - Examination of Oracle Functionality and Capabilities				
Total Tasks 1 – 4				

Note 1: Total Direct Costs must equal the Total Direct Costs on the detailed cost proposal submitted for each task.

Note 2: Total Cost must equal the Total Cost for the task from the detailed cost proposal submitted for the task.

Overhead Rate _____

Fee % _____

Subconsultant Markup % _____

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

NAME OF PROPOSER: _____

ADDRESS OF PROPOSER: _____

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: _____

EMAIL OF AUTHORIZED SIGNATORY OF PROPOSER: _____

TITLE OF AUTHORIZED SIGNATORY: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER: _____

DATE: _____

DETAILED COST PROPOSAL FORM – TOTAL DBE UTILIZATION AND COST BY TASK

Total DBE Utilization and Cost by Task					
Task Description	Total DBE Utilization Percentage	Total Hours	Total Labor Cost ¹	Total Direct Costs ²	Total Cost ³
Task 1 – Needs Assessment / Discovery					
Task 2 – Scope Development					
Task 3 – Project Management and Implementation Support					
Task 4 - Examination of Oracle Functionality and Capabilities					
Total Tasks 1 – 4					

Note 1: Total Labor Costs must equal the Total Labor Costs on the detailed cost proposal submitted for each task.

Note 2: Total Direct Costs must equal the Total Direct Costs on the detailed cost proposal submitted for each task.

Note 3: Total Cost must equal the Total Cost for the task from the detailed cost proposal submitted for the task.

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

NAME OF PROPOSER: _____

ADDRESS OF PROPOSER: _____

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: _____

EMAIL OF AUTHORIZED SIGNATORY OF PROPOSER: _____

TITLE OF AUTHORIZED SIGNATORY: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER: _____

DATE: _____

DETAILED COST PROPOSAL FORM - Task 1 – Needs Assessment / Discovery

Please provide rates and job classifications for all prime and subconsultants in the space below. Please use additional pages, if needed.

Designate if Prime, Subconsultant DBE	Job Classification/ Name/Firm	Hourly Rate	Hourly Loaded Rate	Total Hours Assigned for Task	Total Cost
Total for Task 1					

Direct Cost Schedule

(Please list items in space below. Please use additional pages, if necessary)

Note: All travel costs are to conform to the Comprehensive Travel Regulations for the State of Tennessee:

https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf

Please include all direct costs anticipated to be incurred. Nashville MTA reserves the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or that was not expressly approved by Nashville MTA in advance of the cost being incurred.

Direct Cost Item	Unit Cost	Estimated # Units	Estimated Total Cost
Total for Task 1			

_____ Initialed by Proposer

DETAILED COST PROPOSAL FORM - Task 2 – Scope Development

Please provide rates and job classifications for all prime and subconsultants in the space below. Please use additional pages, if needed.

Designate if Prime, Subconsultant DBE	Job Classification/ Name/Firm	Hourly Rate	Hourly Loaded Rate	Total Hours Assigned for Task	Total Cost
Total for Task 2					

Direct Cost Schedule

(Please list items in space below. Please use additional pages, if necessary)

Note: All travel costs are to conform to the Comprehensive Travel Regulations for the State of Tennessee:

https://www.tn.gov/content/dam/tn/finance/documents/fac_policies/policy8.pdf

Please include all direct costs anticipated to be incurred. Nashville MTA reserves the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or that was not expressly approved by Nashville MTA in advance of the cost being incurred.

Direct Cost Item	Unit Cost	Estimated # Units	Estimated Total Cost
Total for Task 2			

_____ Initialed by Proposer

DETAILED COST PROPOSAL FORM - Task 3 – Project Management and Implementation Support

Please provide rates and job classifications for all prime and subconsultants in the space below. Please use additional pages, if needed.

Designate if Prime, Subconsultant DBE	Job Classification/ Name/Firm	Hourly Rate	Hourly Loaded Rate	Total Hours Assigned for Task	Total Cost
Total for Task 3					

Direct Cost Schedule

(Please list items in space below. Please use additional pages, if necessary)

Note: All travel costs are to conform to on the Comprehensive Travel Regulations for the State of Tennessee:

https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf

Please include all direct costs anticipated to be incurred. Nashville MTA reserves the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or that was not expressly approved by Nashville MTA in advance of the cost being incurred.

Direct Cost Item	Unit Cost	Estimated # Units	Estimated Total Cost
Total for Task 3			

_____ Initialed by Proposer

DETAILED COST PROPOSAL FORM - Task 4 – Examination of Oracle Functionality and Capabilities

Please provide rates and job classifications for all prime and subconsultants in the space below. Please use additional pages, if needed.

Designate if Prime, Subconsultant DBE	Job Classification/ Name/Firm	Hourly Rate	Hourly Loaded Rate	Total Hours Assigned for Task	Total Cost
Total for Task 4					

Direct Cost Schedule

(Please list items in space below. Please use additional pages, if necessary)

Note: All travel costs are to conform to the Comprehensive Travel Regulations for the State of Tennessee:

<https://www.tn.gov/content/dam/tn/finance/documents/fapolicies/policy8.pdf>

Please include all direct costs anticipated to be incurred. Nashville MTA reserves the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or that was not expressly approved by Nashville MTA in advance of the cost being incurred.

Direct Cost Item	Unit Cost	Estimated # Units	Estimated Total Cost
Total for Task 4			

_____ Initialed by Proposer

FORM 2: ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Proposal documents: (If none received, write none)

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

NOTE: Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the Proposal. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

Company

Authorized Signature /Date

Name Printed

Title

FORM 3: AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

I hereby swear, or affirm, under the penalty for perjury:

(1) That I am the Contractor (if the Contractor is an individual), a partner in the Proposal (if the Contractor is a partnership), or an officer or employee of the proposing corporation with the authority to sign on its behalf (if Contractor is a corporation).

(2) That the attached Proposal or Proposals or any subsequently submitted best and final offer have been arrived at by the Contractor independently and have been submitted without collusion with, and without any agreement, understanding, or planned course of action with, and other vendor of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent proposing or competition.

(3) That the contents of the Proposal or Proposals have not been communicated by the Contractor, or its employees, or agents, to any person not an employee, or agent of the Contractor or its surety on any bond furnished with the Proposal or Proposals; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 4: CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The _____ (Name of Contractor) hereby certifies that (Check appropriate box) ☐ is or ☐ is not included on the United States Comptroller General's "Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporation Labor Standards Provision"

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

NOTE: The System for Award Management (SAM) is an official website of the U.S. government.

There is no cost to use SAM. You can use this site for FREE to:

- Register to do business with the U.S. government
- Update or renew your entity registration
- Check status of an entity registration
- Search for entity registration and exclusion records

<https://www.sam.gov>

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 5: COMPLIANCE WITH SPECIFICATIONS

In submitting a Proposal the Contractor is sufficiently informed in all matters affecting the RFP, and that the Contractor has checked the Proposal for errors and omissions and hereby states that they will comply with the specifications in all areas including approved equals and addenda that were granted by the Agency.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

FORM 6 – A

DISADVANTAGED BUSINESS ENTERPRISE LETTER OF INTENT

SUBMIT ONE FORM FOR EACH DBE SUBCONTRACTOR AND/OR SUPPLIER. IF THE DBE IS A 2nd, 3rd, or LOWER-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE SIGNED BY THE SUBCONTRACTOR THAT IS UTILIZING THE DBE.

PROPOSER:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

DBE:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE:

The Proposer is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ _____, which is ____% the total base price proposal.

AFFIRMATION

The above-named DBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

Signature of DBE and Title

Date

Name

By: _____

Signature of Subcontractor and Title

Date

Name

If the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.

By: _____

Signature of Proposer and Title

Date

Name

FORM 6 – B

PROPOSER DBE GOALS ACCOMPLISHMENT STATEMENT

The undersigned Proposer has satisfied the requirements of the proposal specification in the following manner (please complete the appropriate spaces):

_____The Proposer is committed to a minimum of _____% DBE utilization on this contract.

_____The Proposer is unable to meet the DBE goal of _____% but is committed to a minimum of _____% DBE utilization on this contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. **The Proposer should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made (See Form 6-C).**

Please provide an explanation for the percentage quoted above:

If DBE and company will enter into a Joint Venture, please describe the terms of the relationship and attach a copy of the contract between the parties:

It is the present intent of the Proposer to utilize the specific DBE firms identified in this proposal in the execution of this contract. If for any reason, one or more of the DBE identified here are unable or unwilling to participate, the Proposer will make good faith efforts to replace the DBE with a similar DBE.

Proposer's Name: _____

State Registration No.: _____

Federal Tax ID No.: _____

By: _____

Signature and Title

Date

NASHVILLE METROPOLITAN TRANSIT AUTHORITY
CONTRACTOR GOOD FAITH EFFORTS DOCUMENTATION FORM

CONTRACT NAME: _____

NAME OF PROPOSER: _____

In addition to the Disadvantaged Business Enterprises (DBE)s that are listed and proposed for utilization on this contract, the following DBEs were also contacted regarding this contract.

Please use as many sheets necessary to document your efforts.

Firm Name & Address	Contact Person & Phone Number	Requested Bid Items: Supplies, Services or Materials	Bid Amount	Solicitation Method & Date	Reason Rejected

Proposer’s Authorized Signatory

Date

NASHVILLE METROPOLITAN TRANSIT AUTHORITY
DBE UTILIZATION PLAN

CONTRACT NAME: _____

NAME OF PROPOSER: _____

The following Disadvantaged Business Enterprises (DBE)s will be used on this Contract:

Please use as many sheets necessary to document your efforts.

(A) DBE Firm Name & Address	(B) Contact Person & Phone Number	(C) Bid Items Provide by DBE: Supplies, Services or Materials	(D) DBE Contract Value (Required)
Total DBE Contract Value (D)			
Prime Base Bid/Proposal Cost (H)			
Total DBE Percentage: (D) divided by (H)			

Contractor’s Authorized Signatory

Date

FORM 7: CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

☐ **CONTRACTOR IS A CORPORATION**

☐ **CONTRACTOR IS A PARTNERSHIP**

☐ **CONTRACTOR IS AN INDIVIDUAL**

☐ **CONTRACTOR IS A JOINT VENTURE**

I, the undersigned, as certified authority of the organization submitting the foregoing Proposal, hereby certify that under and pursuant to the By-Laws and Resolutions of said organization, each officers who has signed Proposals on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 8: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I _____ hereby certify on behalf of _____
(Name of Official) (Name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company

Authorized Signature /Date

Name Printed

Title

FORM 9: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

The prospective contractor certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

The contractor must comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company

Authorized Signature /Date

Name Printed

Title

FORM 10: CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The prospective lower tier participant contractor certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

By signing and submitting its Proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company

Authorized Signature /Date

Name Printed

Title

FORM 11: CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

Proposers are advised that current or previous work for Nashville MTA or the Regional Transportation Authority is not to be used as a reference. At least one reference must be from a fleet-intensive business entity for which the proposer has previously performed an Enterprise Asset Management Assessment that included an information systems review and analysis. One additional reference from a transit entity for which the proposer has previously performed an Enterprise Asset Management Assessment that included an information systems review and analysis is preferred. Proposers must provide the name of the project, the work the proposer performed, the name of the client, contact name, telephone, and email address. Proposers should verify the reference's contact information before including the reference in the submission.

Proposers submitting qualifications for subcontractors that will be performing key elements of the scope should submit separate references for the subcontractor(s) that reflect the work the subcontractor will be performing on this project.

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 12: AFFIDAVITS

State of _____ County of _____

As used herein, "Contractor" will include Proposers and.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Contractor), and that Contractor is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Contractor has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, and the Agency Purchasing Policy and FTA rules it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a the Agency contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Contractor has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Contractor is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Agency, FTA and the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Agency, Contractor certifies and warrants it will comply with this policy.

Company

Authorized Signature /Date

Name Printed

Title

Sworn to and subscribed before me on this ____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 13: NOTICE TO CONTRACTOR

The Contractor hereby agrees that the Chief Executives Officer and or the Board of Directors have the right to reject any or all Proposals and to waive informality in any Proposal and the Contractor shall not dispute the correctness of the quantities used in computing the best, responsive proposal.

Company

Authorized Signature /Date

Name Printed

Title

FORM 14: BUY AMERICA CERTIFICATION- INTENTIONALLY REMOVED

FORM 15: BUY AMERICA CERTIFICATION – INTENTIONALLY REMOVED

FORM 16: SUBCONTRACTOR INFORMATION

Nashville Metropolitan Transit Authority

Subcontractor Information

Proposer Name		Address	
Contact		Email	

Please list all subcontractors performing work on the above contract. Use additional sheets, if necessary.

SUBCONTRACTOR INFORMATION						
Company Name	Address	Phone	Contact Person / Email	Subcontract Value	License # & Date	SAM/DUNS #

Prime Contractor Signature

Date

This form must be updated and submitted to the Project Manager and DBE Compliance Officer when a subcontractor is added to the project.

END SECTION IV

V. CONTRACT DOCUMENTS, GENERAL TERMS AND CONDITIONS, AND STANDARD CLAUSES

5.1 CONTRACT DOCUMENTS

Any contract resulting from this RFP shall include the following;

- Request for Proposals No. 2022058 and all addenda
- Proposer's Offer and Guarantee
- Proposal Award/Contract and all related Exhibits
- Federal Transit Administration Clauses– Exhibit A of the Contract
- State of Tennessee – Exhibit B of the Contract

The Contractor and appropriate parties of the Agency will sign to execute contract.

Proposers are bound to all terms and conditions of the solicitation, solicitation addenda, contract, and contract exhibits including Federal Transit Administration and State of Tennessee clauses. See Contract Exhibits A and B for FTA and State contract clauses.

Federal requirements apply to this procurement and any future contract. If those requirements change then the most recent requirements shall apply. The Federal Government requires that activities financed in part, with Federal funds, and performed by a third party contractor and/or its subcontractors on behalf of the Agency must be in accordance with Federal requirements.

All subcontracts and subcontractors employed under this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The prime contractor shall ensure that its subcontractors at all tiers are aware of and comply with these Federal regulations. The prime contractor is liable for subcontractors' compliance failures. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

End of Text on This Page

5.2 GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

The Parties shall fully cooperate with one another, and shall take any additional acts that may be necessary, appropriate or convenient to attain the purposes of this proposal and any contract entered into.

2. PROPOSER AFFIDAVITS NON-COLLUSION

The proposer guarantees that the proposal submitted is not a product of collusion with any other Proposers and no effort made to fix the proposal price of any proposers, or to fix any overhead, profit or cost elements of any proposal price. An affidavit of non-collusion form is included and must be signed and submitted with the proposal.

3. INSURANCE REQUIREMENTS

During the term of the Contract, the selected proposer shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Contract and any extension hereof the types and amounts of insurance identified in the Contract, **Section 16 – Insurance**.

Upon request, and to be considered for contract award, the proposer must provide a Certificate of Coverage with the Nashville Metropolitan Transit Authority and Regional Transportation Authority of Middle Tennessee named as Certificate Holders.

The proposer shall indemnify and hold harmless the Agency from any and all damages, loss or injury, lawsuits, claims, demands or liens resulting from any performance of proposer's employees or subcontractors.

4. INTEREST OF MEMBERS OF THE AGENCY

No member of the governing body of the Agency, other officer, employee or agent of the Agency who exercises any functions or responsibilities in connection with the carrying out of the activities, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

No member of the governing body of Metro, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or proposer to the Agency in connection with any work contemplated or performed relative to this Contract.

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract, or to any benefit arising there from.

7. INTEREST OF THE PROPOSERS

The proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The proposer further covenants that no person having such interest shall be employed in the performance of this Contract.

8. WORKERS COMPENSATION ACT

The proposer shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act to cover all employees furnishing said services to the Agency, and under the control of the proposer, and shall relieve the Agency from any costs due to accidents and other liabilities mentioned in said Act.

9. SOCIAL SECURITIES ACT

The proposer shall be and remain an independent proposer with respect to all services performed and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and retirement benefits or annuities imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the proposer for work performed under the terms of this contract. The proposer agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under laws authorized by State or Federal officials; and proposer also agrees to indemnify and save harmless the Agency from any contributions or liability therefore.

10. EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the proposer may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The proposer shall insert the foregoing provisions (modified only to show the particular contractual relationship) in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

11. AUTHORITY TO ENTER CONTRACT

The proposer has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the proposal and any Contract that may be issued. The proposer warrants that the individuals who have signed the proposal have the legal right and authority to bind the proposer.

12. AUTHORIZATION OF PROPOSAL

If the proposal is made by an individual doing business under an assumed name, the proposal shall so state. If the proposal is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the proposal shall be signed by one member thereof. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If

the proposal is made by a joint venture, the full name and address of each member of the joint venture shall be given and the proposal shall be signed by each venture. Form(s) is included to be filled out and submitted with the proposal.

13. SUBCONTRACT APPROVAL

Proposers shall contain a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The proposer shall be fully responsible for all services performed by any subcontractor.

14. COST/PRICE ANALYSIS

The Agency reserves the right to conduct a cost or price analysis for any purchase or service. The Agency may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single proposal received, will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on proposal prices. The Agency may require a pre-award audit, and potential proposers shall be prepared to submit data relevant to the proposed work which will allow the Agency 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 the Agency reserves the right to negotiate with the single proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, the Agency reserves the right to reject the single proposal.

All contract change orders or modifications will be subject to a cost analysis.

15. PRICING

The price quoted in any proposal submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Proposers should note discounts.

16. PROMPT PAYMENT

The proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than fifteen (15) days from receipt of each payment the proposer receives from the Agency. Any delay or postponement of payment may occur only for good cause following written approval of the Agency. This clause applies to both DBE and non DBE subcontractors. If the proposer determines the work to be unsatisfactory, it must notify the Agency immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

17. PROTEST

A. Definitions for Purposes of the section

The term “days” refers to working days of the Authority.

The term “interested party” means any person (a) who is an actual proposer or prospective proposer in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. The Agency will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide proposal protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with the Authority. In its consideration of a protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

C. Submission of Protest

Any interested party may file a protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State Regulations or with the Authority's Procurement Process. The protest must be filed in accordance with the timing requirements set forth in subsection D. "Types of Protests and Timing" of this section, and must include: **The name, phone number, e-mail and address of the protestor.**

The proposal and proposed contract number of the proposal.

A statement of grounds for the protest, a statement as to what relief is requested, and in particular the Federal or State law or Authority Process alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision. Protest(s) should be submitted to:

Procurement Manager
430 Myatt Drive
Nashville, TN 37115
Kim.Hereford@nashville.gov

D. Types of Protests and Timing

The requirement for timely filing of protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding Proposal

Any protest regarding the proposal must be filed no later than five (5) business days before proposal due date. Any protest filed after that date regarding the proposal will not be considered by the Authority.

This type of protest would include any claim that the proposal contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the proposal documents or the proposal process violated applicable Federal or State law, or that the Authority failed to follow its procurement process in the proposal solicitation.

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of the proposal by the Authority must be filed with Authority no later than five (5) business days after receipt of letter of notification of non-responsiveness. Any protest filed after such date regarding the requirements and responsiveness will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of or the responsibility of a proposer, or any claim that the requirements and responsiveness of the proposal violated Federal or State law or the Authority's procurement process.

3. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract must be filed no later than five (5) business days after receipt of Non-Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible proposer or that the Authority violated Federal or State regulations or its procurement process in the award of the contract.

E. Authority Response

The Authority will notify the protestor upon timely receipt of a protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Authority" of this section E. "Authority Response" in accordance with the following provisions:

1. Types of Protests

a. Protest regarding the proposal

Upon receipt of a timely filed protest regarding the proposal, the Authority will postpone the opening until resolution of the protest. No additional proposals will be accepted during the period of postponement.

If the protest regarding the proposal involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all proposals submitted until resolution of the

protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a proposal or the responsibility of a proposer or regarding the Authority's compliance with Federal or State Regulations or its procurement process.

c. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification, the Authority will not proceed with contract, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State Regulations or the Authority's procurement process.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- A. where the item to be procured is urgently required;
- B. where the Authority determines that the protest was vexatious or frivolous; and
- C. where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.

After reviewing the protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Proposal or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process.

F. FTA Protest Procedure

Reviews of protests by FTA will be limited to claims that the Authority failed to have or follow protest procedures, or claims the Authority failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

Under certain circumstances, protest may be made to the FTA in accordance with FTA circular 4220.1F.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

18. ADDITIONAL SERVICES REQUEST

The Agency reserves the right to request Additional Services under this proposal that may not be specifically identified within. Proposers are encouraged to identify and provide supporting statements for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of the Agency.

19. PROPOSED CONTRACT ALTERATIONS

No alterations or variables in the terms of the proposal and /or of the proposed contract shall be valid or binding upon the Agency unless authorized in writing by the Agency.

20. ASSIGNABILITY

Any public Agency (i.e., city, district, public Agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a proposal and/or contract at the same prices, terms and conditions. The Agency reserves the right to assign any or all portions of Services awarded under this proposal and/or contract. This assignment, should it occur, shall be agreed to by the Agency and the proposer. Once assigned, each Agency will enter into its own contract and be solely responsible to the proposer for obligations to the service assigned. The Agency's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. The Agency shall incur no financial responsibility in connection with contracts issued by another public Agency. The public Agency shall accept sole responsibility for placing service and payments to the proposer.

21. PUBLICATION AND MEDIA RESTRICTIONS

The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of the Agency, unless the Agency has released or approved the release of that data to the public.

22. GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any proposal or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Agency contracts.

5.3 STANDARD CLAUSES

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

4. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this Proposal shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall 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 grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

5. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

7. ENVIRONMENTAL JUSTICE

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

8. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter

53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

10. FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED FEDERALLY AID FUNDED PROJECTS ONLY

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

11. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award

identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

13. NOTIFICATION OF FEDERAL PARTICIPATION

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, 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the Agency to be in violation of the FTA terms and conditions.

END SECTION V

VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)

NOTE: This is a Proposed Contract. Proposers are to submit any requests for contract changes with the proposal submission.

CONTRACT NO 2022058
BETWEEN
NASHVILLE METROPOLITAN TRANSIT AUTHORITY
AND [CONTRACTOR NAME]
FOR
ENTERPRISE ASSET MANAGEMENT ASSESSMENT

This Contract No. _____ (hereinafter referred to as “**Contract**”) is entered into as of the _____ day of 20____, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as “**Nashville MTA**” or “**the Agency**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and _____ (hereinafter referred to as “**Contractor**”), having its principal office located at _____.

CONTRACT

The following documents constitute this Contract, and the order of precedence in resolving any dispute that may arise or conflicting provisions:

1. Any properly executed amendment to this Contract (most recent with first priority),
2. Contract No. 2022058
3. Response to Request for Additional Information Issued _____
4. Request for Proposals No. 2022058 (the “**RFP**”), including all addenda
5. Contractor’s Proposal dated _____ (collectively, the “**Contract**”)

1. Duties and Responsibilities of Contractor

1.1. Contractor shall provide on the Transit Origin-Destination Services as detailed in the Contract, including but not limited to the RFP and Scope of Services attached as **Exhibit C** hereto (collectively all such services referred to as the “**Services**”) at Nashville MTA’s multi-facility locations (collectively “**Facilities**”).

1.2 The Agency may purchase additional Services offered by Contractor under this Contract (“**Additional Services**”). The Additional Services shall be agreed upon in writing with a properly executed amendment between the parties. Additional Services shall be invoiced at the rates as stated in the written amendment as agreed to by both parties. The rights and obligations of the parties in this Contract shall pertain and apply to “Additional Services,” unless stated otherwise in writing.

2. Term

2.1. This Contract shall commence on the _____ day of _____, 2022. The initial term of this Contract shall continue for a one (1) year period with three (3) one year Agency discretionary options, unless otherwise terminated as provided herein (the “**Term**”).

2.2. This Contract may be extended by all the required parties with a properly executed amendment to this Contract.

3. Compensation/Invoices

3.1. For its Services, Contractor is entitled to receive a not to exceed amount of \$ _____ as reflected in the accepted cost proposal shown in **Exhibit D**.

3.2. Contractor shall submit travel costs based on the Tennessee State Travel Policy — https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf. In order to be compensated for travel costs, Contractor MUST submit all receipts with the invoice on which the travel is billed. If supporting receipts are not submitted with the invoice, Contractor will not be paid for the travel expense.

3.3. There shall be no other charges or fees for the performance of this Contract unless otherwise agreed to by both parties in writing. Nashville MTA reserves the right to reject the request for payment of any cost item that was not submitted with the cost proposal or that was not expressly approved by Nashville MTA in advance of the cost being incurred. Nashville MTA shall make reasonable efforts to make payments within thirty (30) days of receipt of approved invoice.

3.4. Contractor shall make payment to subcontractors within fifteen (15) days of receipt of payment from Nashville MTA.

3.4. Contractor shall submit invoices via email: MTA.AccountsPayable@nashville.gov

3.5. Nashville MTA uses an online reporting system: <https://wegotransit.dbesystem.com/to> report contract payments to prime and subcontractors. Each month, Contractor shall report payments received from Nashville MTA as well as payments made to all subcontractors.

4. Acceptance

4.1. If the Services are not acceptable to Nashville MTA according to the Contract, then Nashville MTA shall submit a letter of non-acceptance to Contractor detailing the deficiencies within sixty (60) of delivery to Nashville MTA of the deficient Services. Acceptance of delivery of the Services shall not release Contractor from liability for Contractor's other obligations and duties as provided herein.

4.2. Approval or acceptance by Nashville MTA of any of Contractor's Services under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall Nashville MTA's approval or acceptance be deemed to be the assumption of responsibility by Nashville MTA for any defect or error in the Services of Contractor, its employees, associates, agents, or subcontractors.

5. Taxes

5.1. Nashville MTA shall not be responsible for any taxes that are imposed on Contractor. Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Nashville MTA.

6. Disadvantaged Business Enterprise Program Compliance

6.1. Contractor has submitted, and Nashville MTA has approved, a _____ percent (#%) Disadvantaged Business Enterprise (“**DBE**”) Utilization Plan which is attached as **Exhibit E**. The goal is a percent of the original contract amount for the utilization of firms owned and controlled by socially and economically disadvantaged individuals. This goal remains in effect throughout the Term of the Contract and shall be included in each Task Order assignment unless otherwise determined by Nashville MTA. Whenever Additional Services or change orders are made that individually, or in the aggregate, increase the total dollar value of the Contract, Contractor shall be required to make a good faith effort to maintain the level of _____ percent (#%) DBE participation.

6.2. Contractor shall comply with all terms of DBE program. If Contractor is notified that a DBE firm named on its accepted Utilization Plan is unable or unwilling to perform the work, Contractor shall immediately notify the Nashville MTA project management and Director of Procurement and Business Diversity (“the **Director**”) before replacing the firm. Contractor is expected to make a good faith effort to replace the DBE with another DBE firm and is required to submit an updated DBE Utilization Plan to the Director for approval. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26 – Guidance Concerning Good Faith Efforts.

6.3. Substitutions or replacements of DBE firms require the prior written approval of the Director. Substitutions or replacements are permitted only when the DBE firm has failed to perform due to a default (material breach) of its agreement. Contractor will not cancel or terminate its agreement with a DBE firm without cause. The Contractor will forward supporting documentation substantiating such cause or termination to the Director for review and approval.

6.4. Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for Nashville MTA to determine compliance with the DBE program contract obligations. Nashville MTA reserves the right to investigate, monitor and review actions, statements, and documents submitted by the contractor, subcontractor, or DBE.

7. Standard of Care and Correction Period

7.1. Contractor warrants that the Services provided by Contractor reflect high professional and industry standards, procedures and performances. Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the performance of the Services shall conform to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the Services pursuant to this Contract.

7.2. Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Services. Contractor shall, at no cost to Nashville MTA remedy any errors, deficiencies or any service, work or other work products found unacceptable, in Nashville MTA’s sole discretion, as soon as possible, but in all cases within fifteen (15) days of Contractor’s receipt of written notice of said errors, deficiencies or unacceptable Services. For the Correction Period, as defined below, Contractor’s obligation shall be to replace, resolve or correct, at Contractor’s own expense, any defects in the Services.

7.3. Correction Period is defined as a period of One (1) year beginning on the date Nashville MTA accepts the Services, until Contractor has remedied all problems of which Contractor was notified prior to expiration of the correction period (“**Correction Period**”).

8. Unencumbered Services

8.1. Contractor warrants that it has good title to and/or the right to sell the Services and represents that the Services delivered to Nashville MTA are free and clear of all liens, Claims or encumbrances of any kind.

8.2. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Covered Entities, as defined in **Section 14**, below, to the extent that it is based on a Claim that the Services or other work products furnished contain liens, Claims, or encumbrances of any kind (each an “**Encumbrance Claim**”). The Contractor shall further indemnify and hold harmless, to the fullest extent permitted by law, and as set forth in **Section 14**, the Covered Entities against any award of damages and costs made against the Covered Entities or in any settlement agreement of any and all Encumbrance Claims authorized in writing by Nashville MTA.

8.3. In the event use of the Services are restricted or interfered with as a result of any such encumbrance, Contractor shall, at its cost, procure non-encumbered Services for Nashville MTA which are equal substitutes, in Nashville MTA’s discretion, for the Services in all material respects, or obtain for Nashville MTA the right to use the Services without encumbrances, or refund to Nashville MTA all monies paid by Nashville MTA for such Services. Nothing in this **Section 8** shall preclude Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

9. Copyright, Trademark, Service Mark, or Patent Infringement

9.1. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Covered Entities to the extent that it is based on a Claim that the Services or other work products furnished infringe a copyright, trademark, service mark, or patent. The Contractor shall further indemnify and hold harmless to the fullest extent permitted by law, and as set forth in **Section 14**, the Covered Entities against any award of damages and costs made against the Covered Entities or in any settlement agreement of a Claim authorized in writing by Nashville MTA.

9.2. If the Services or other work products furnished under this Contract are likely to, or do become, the subject of such a Claim of infringement, then without diminishing Contractor’s obligation to satisfy the award, Contractor may at its option and expense:

9.2.1. Procure for Nashville MTA the right to continue using the products or Services.

9.2.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Nashville MTA, so that they become non-infringing.

9.2.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.

9.2.4. Provided, however, that Contractor will not exercise option 9.2.3 until Contractor and Nashville MTA have agreed and determined that options 9.2.1 and 9.2.2 are impractical.

9.3. Contractor shall have no liability to Nashville MTA, however, if any such infringement or claim thereof is based upon or arises out of:

9.3.1. The use of the Services or other work products in combination with apparatus or devices not supplied or else approved by Contractor.

9.3.2. The use of the Services or other work products in a manner for which the Services or other work products were neither designated nor contemplated.

9.3.3 The claimed infringement in which Nashville MTA has any direct or indirect interest by license or otherwise, is separate from that granted herein.

Nothing in this **Section 9** shall preclude Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

10. Works for Hire and Software License

10.1. Contractor acknowledges that all Services under this Contract are “work(s) for hire” within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Nashville MTA all rights and interests Contractor may have in the Services it prepares under this Contract, including any right to derivative use of the Services.

10.2. The term “**Software**” as used herein shall be the set of copyrighted, object code computer programs and databases licensed under this Contract and provided by Contractor at any time, and from time to time under this Contract. Further, the term Software shall include any upgrades, updates, patches, hotfixes, modules, routines, feature enhancements and supplemental or replacement Software and their associated media, printed materials, online or electronic documentation, or other features or components, distributed by or on behalf of the Contractor.

10.3. The term “**Documentation**” as used herein shall mean all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical or other components, features or requirements, of the Software. Contractor shall provide Nashville MTA with complete and accurate Documentation for all Software prior to or concurrently with its delivery, and as necessary from time to time.

10.4. Contractor warrants that the Software and Documentation, and Nashville MTA’s use thereof, are and will remain free and clear of all encumbrances, liens and security interests of any kind.

10.5. All Software and related materials developed by Contractor in performance of this Contract for Nashville MTA shall be the sole property of Nashville MTA. Further, Nashville MTA shall own all any and all rights to any information Nashville MTA generates, inputs, prints, copies, or downloads from the Software. Notwithstanding the foregoing, Nashville MTA agrees not to reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part, except as and only to the extent: (i) this restriction is prohibited by applicable law; (ii) such action is taken for purposes of ensuring or assessing interoperability or otherwise qualifies as a “fair use” under US Copyright Act or other applicable law or; or (iii) these acts are permitted under the applicable Software license.

10.6. Nashville MTA agrees that the Software will be displayed or read into or used or distributed on computers required to render services under this Contract. Nashville MTA agrees to make no more than two (2) copies of the Software for archival or backup purposes only, all of which copies (together with the original) shall be kept in the possession or direct control of Nashville MTA.

10.7. Contractor hereby grants to Nashville MTA a nonexclusive, perpetual, irrevocable license to the Software for the purposes set out in this Contract.

10.8. Contractor, if requested by Nashville MTA, shall execute all necessary documents to enable Nashville MTA to protect Nashville MTA's rights under this **Section 10**.

11. Termination

11.1. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract ("**Default**"), Nashville MTA shall have the right to terminate this Contract provided Contractor fails to cure such Default within thirty (30) days of Nashville MTA's written notice of Default to Contractor. Such termination shall not relieve Contractor of any liability for damages sustained by virtue of any Default by Contractor.

11.2. Should funding for this Contract be discontinued, Nashville MTA shall have the right to terminate this Contract effective immediately, without penalty, upon written notice to Contractor.

11.3. Nashville MTA may terminate this Contract at any time, without penalty, for its convenience or its best interest upon fifteen (15) days' written notice to Contractor.

11.4. In the event of a termination under **Section 11.2. or 11.3.**, Contractor shall be entitled to compensation for satisfactory, authorized service completed and accepted as of the termination date, but in no event shall MTA be liable to Contractor for compensation for any Service which has not been rendered.

12. Maintenance of Records and Nashville MTA Property

12.1. The Contractor, its subcontractors, and suppliers, shall maintain, accurate and complete financial and employment records of its activities, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract, or relating to negotiating, pricing, or performing a contract change. Such records shall be subject no more than once in any twelve-month period to audits by the Nashville MTA and any auditor appointed by the Nashville MTA or other authorized agencies acting as agents of the Nashville MTA to verify compliance with all contract requirements. Contractor shall maintain documentation for all charges against Nashville MTA. The complete financial and employment records and other documents of Contractor, insofar as they relate to the Services, the Additional Services, or the services performed or money received under the Contract, shall be maintained for a minimum period of three (3) full years from the date of final payment or the date which all pending matters are closed, whichever is later. The records shall be maintained in accordance with generally accepted accounting principles.

12.2. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Nashville MTA or their duly appointed representatives. Accordingly, notwithstanding anything in **Section 12.2** to the contrary, Nashville MTA maintains the right at any time to request copies of records as may be required by law, regulation or MTA's reasonable business needs.

12.3. Any Nashville MTA property, including but not limited to, books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the Nashville MTA by Contractor upon termination of the Contract. All goods, documents, records, work and other work product and property produced by Contractor during the performance of this Contract are deemed to be Nashville MTA property. Upon completion or termination of this Contract, Contractor shall promptly deliver to Nashville MTA all records, notes, data, memorandum, models, and any other material of any nature that are within Contractor's possession or control and that are Nashville MTA property or relate to Nashville MTA or its business.

12.4. Nashville MTA shall retain existing ownership and all proprietary rights to its information and data. Confidential information and data may need to be disclosed to Contractor for purposes necessary to Contractor providing the Services. Contractor shall treat any such data and information as strictly confidential.

12.5. Contractor represents and warrants that (1) it is knowledgeable with respect to any legal and regulatory requirements regarding any confidential information, personal information, or other data it may encounter or have access to as a result of this Contract (such laws referred to generally as “**Data Security Laws**”) and (2) it will operate with industry best practices with respect to accessing, handling, processing, or in any manner dealing with similar confidential information or other information protected by Data Security Laws.

12.5.1. Data Security Laws may include, but are not limited to, laws known as HIPAA, PCI DSS, the GLB Act, FACTA, the GDPR, the California Privacy Act, and the Tennessee Identity Theft Deterrence Act of 1999 to the extent applicable to the Services and its performance under this Contract. Contractor assumes full responsibility for adhering to the applicable Data Security Laws.

12.5.2. In the event that Contractor becomes aware of any known or suspected breach of any applicable Data Security Laws, Contractor will promptly inform Nashville MTA and promptly work to remedy such breach, including, without limitation, undertaking in cooperation with Nashville MTA to provide any notices required by any Data Security Law. To the extent that any known or suspected breach of Data Security Laws is a result of the provision of the Services by Contractor, its subcontractors, or any representative or agent of Contractor, Contractor will assume all costs arising from or relating to such known or suspected breach.

13. Independent Contractor/Subcontractors

13.1. Contractor is an independent contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that Contractor and any of its subcontractors and suppliers are independent contractors to Nashville MTA and as such shall be viewed in law and equity. No vicarious liability shall be imposed upon the Covered Entities by any action of Contractor, subcontractor or supplier in the performance of this Contract. Neither Nashville MTA nor Contractor shall hold itself out in a manner contrary to the terms of this **Section 13** nor shall Nashville MTA or Contractor become liable for any representation, act, or omission of the other party contrary to the terms of this **Section 13**.

13.2. Neither Contractor nor Contractor’s employees, subcontractors or agents are Nashville MTA employees. Contractor shall bear sole responsibility for payment of compensation to its employees and subcontractors. Contractor shall procure and maintain Worker’s Compensation Insurance as stated in **Section 16**.

13.3. In addition to the other requirements of Contractor set forth herein regarding subcontractors, Contractor shall not subcontract any of its rights or responsibilities in this Contract without the prior written approval of the Nashville MTA. Contractor shall remain fully responsible for the Services of the subcontractor and for supervising the performance of the Services by the subcontractor. Nashville MTA is not subject to any liability of any kind with respect to any subcontractor nor do subcontractors obtain any rights against Nashville MTA under this Contract.

13.4. Contractor and its subcontractors shall be appropriately licensed in the State of Tennessee to conduct the Services required by this Contract. Contractor and subcontractors must maintain current

Central Contractor Registration (“CCR”), Data Universal Numbering Systems (“DUNS”) number, System for Award Management (“SAM”), or registration in other substantially similar registration databases. Contractor must submit to Nashville MTA all Tennessee certification of any Disadvantage Business Enterprises (“DBEs”) participating in the Project. Contractor shall hire reliable and dependable subcontractors. Contractor and its subcontractors found guilty of unethical, irresponsible business practices according to governmental authority will be suspended and debarred from conducting future business with Nashville MTA.

13.5. Subcontractors, if approved in writing, shall be made and are subject to the applicable terms of this Contract in their contractual agreements with the Contractor. Contractor shall include in its subcontracts a similar indemnification provision as set forth in **Section 14** running from each subcontractor directly to the Covered Entities.

14. Indemnity and Contractor Responsibility

14.1. Contractor shall indemnify, defend and hold harmless, to the fullest extent permitted by law, Nashville MTA, Davidson Transit Organization, the Metro Government of Nashville and Davidson County, and their officers, agents, employees and volunteers (“**Covered Entities**”) from:

14.1.1. Any claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys’ fees, including, but not limited to third party claims for injury to or death of any person or damage to property (“**Claims**”), arising from the Services under this Contract, and/or from the alleged negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors (including third parties), in connection with the performance of this Contract, and,

14.1.2. Any Claims arising from any alleged failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

14.2. The indemnity and release in this **Section 14** applies regardless of whether said Claims are covered, in whole or in part, by insurance and regardless of the negligence, if any, of the Covered Entities.

14.3. Contractor assumes full responsibility for the Services to be performed hereunder and hereby releases, relinquishes, and discharges the Covered Entities from all Claims of every kind and character, including the cost of defense thereof, for any alleged injury to or death of any person (including third parties) and damage to property that are caused by or alleged to be caused by, arising out of, or in connection with Contractor’s Services, Additional Services and work to be performed hereunder. This release shall apply regardless of whether said Claims are covered, in whole or in part, by insurance and regardless of the negligence, if any, of the Covered Entities.

14.4. In the event of any Claim against the Covered Entities, the Covered Entities may choose counsel, in the Covered Entities’ sole and absolute discretion, to represent the Covered Entities, and Contractor shall promptly reimburse the Covered Entities for all costs actually incurred, including, but not limited to, all expenses of litigation, court costs, and reasonable attorneys’ fees. The Covered Entities shall be consulted prior to any settlement and approve such settlement in writing.

14.5. The Covered Entities shall not, under any circumstances, indemnify, defend, or hold harmless Contractor from any Claim.

15. Nashville MTA Owned Data

15.1. Nashville MTA will own and retain rights to all of its data. Some data will need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat Nashville MTA information as strictly confidential.

16. Insurance

16.1. During the Term of this Contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract and any extension hereof the types and amounts of insurance identified below by a **check mark**.

a) ☒ General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.

b) ☒ Professional liability insurance, errors & omissions insurance, or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000.00) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of this Contract or final acceptance by Nashville MTA of the Services, whichever is later. This provision shall expressly survive the termination of the Services or the Contract.

c) ☒ Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.

d) ☒ Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).

e) ☒ Umbrella/Excess Liability shall be provided by Contractor based on contract value amount. The Umbrella/Excess Liability insurance limits are as follows:

- For contract amount under \$5,000,000: At least \$1,000,000 limit
- For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
- For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
- For contract amount over \$50,000,000: At least \$10,000,000 limit

16.2. Such insurance shall contain or be endorsed to contain a provision that includes Covered Entities as additional insureds and loss payees with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the Covered Entities.

16.3. For any Claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respect to the Covered Entities. Any insurance or self-insurance programs covering the Covered Entities shall be excess of Contractor's insurance and shall not contribute with it.

16.4. Prior to commencement of the Services, Contractor shall furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this **Section 16** and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to Nashville MTA. Contractor may provide certified copies of

endorsements and policies if requested by Nashville MTA in lieu of or in addition to certificates of insurance.

16.5. Contractor shall place such insurance with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon written appeal to the Procurement Manager. All subcontractors are required to maintain during the Term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall file subcontractor's certificates of insurance as required by Nashville MTA.

16.6. Contractor shall disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain Nashville MTA's written approval of such deductibles and/or self-insured retentions prior to the commencement of the Services. Additionally, if Contractor has or obtains primary and excess policies, Contractor shall not have any gap between the limits of the primary policy and the deductible features of the excess policies.

16.7. Regarding Automotive Liability Insurance including vehicles owned, hired, and non-owned, said Contractor's insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Covered Entities as additional insureds with respect to Claims and liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.

16.8. Contractor shall maintain workers' compensation insurance, if applicable, with statutory limits as required by the State of Tennessee or other applicable laws and liability insurance. Contractor shall require each of its subcontractors to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless employees are covered by Contractor's workers' compensation insurance coverage.

16.9. Contractor shall maintain such insurance from the time the Services commence until completed. Failure to maintain, renew coverage or provide evidence of renewal as required by Nashville MTA may be treated by Nashville MTA as a material breach and Default under this Contract. Contractor must replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services.

17. Waiver

17.1. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any privilege, right or power hereunder preclude further exercise of any other privilege, right or power hereunder.

18. Employment and Nondiscrimination

18.1. Contractor shall not discriminate on the basis of age, race, sex, color, national origin, disability or any other classification protected by federal or Tennessee State Constitutional or statutory law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

18.2. Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

18.3. Violation of these Contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of Nashville MTA.

19. Ethical Standards

19.1. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept or agree to accept from any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract, subcontract, solicitation or proposal therefore.

19.2. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

19.3. Breach of the provisions of this **Section 19** is, in addition to a Default of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Nashville MTA contracts.

20. Assignment-Consent Required

20.1. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the compensation due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Nashville MTA. Any such assignment of transfer shall not release Contractor from its obligations hereunder.

20.2. Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in this Contract at the same prices, terms and conditions. Nashville MTA reserves the right to assign any or all portions of the Services awarded under this Contract. This assignment, should it occur, shall be set forth in writing by Nashville MTA and Contractor. Once assigned, each agency will enter into its own agreement and be solely responsible to Contractor for obligations for the Services assigned. Nashville MTA's right of assignment will remain in force over the Term. Nashville MTA shall incur no financial responsibility in connection with agreements issued by another public agency. The public agency shall accept sole responsibility for placing service and payments to the Contractor.

21. Remedies

21.1. In no event shall Nashville MTA be liable for special, incidental, indirect, or consequential damages, including, but not limited to, lost profits arising from the performance of this Contract, whether such damages are based in contract, tort, or any other legal theory.

21.2. In the event of breach or Default of the Contract by Contractor, in addition to any other remedies set forth herein, Contractor shall be liable to Nashville MTA for damages for the breach or Default thereof, including the costs and reasonable attorneys' fees for the enforcement thereof. The remedies set forth in this Contract shall be cumulative, and no one remedy shall be deemed to be exclusive of any other or of any other remedy in law or equity, and the failure or delay of Nashville MTA to exercise a remedy at

any time shall not operate as a waiver of the right to exercise a remedy for the same or subsequent breach or Default at any time thereafter.

22. Governing Law and Venue

22.1. The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide.

22.2. The parties consent that any action between the parties arising from this Contract shall be maintained in the state trial courts of Davidson County in the State of Tennessee.

23. Entire Agreement

23.1. This Contract states the entire contract between the parties. No alteration, modification, release, or waiver of this Contract or any of the provisions hereof shall be effective unless in writing, executed by the parties hereto.

23.2. Notwithstanding the foregoing, Contractor agrees that this Contract is subject to modification by Nashville MTA to the extent necessary to comply with federal, state or local regulations, which may govern this Contract. Nashville MTA shall provide written notice to Contractor of any such modification.

24. Compliance with Federal Regulations

24.1. All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F and the FTA contract clauses in the RFP are incorporated by reference. Unless otherwise modified in this Contract, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Nashville MTA request that would cause the parties to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between Nashville MTA and FTA, as may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a Default of this Contract.

25. Export

25.1. Contractor represents and warrants that the Services and documentation related thereto shall not be disclosed to any foreign national, firm, or country, nor shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify Nashville MTA for any breach of this representation.

26. Force Majeure

26.1. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation of this Contract if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

27. Severability

27.1. If any provision of this Contract is held invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remainder of this Contract shall remain in full force and effect.

28. Notices

28.1. Any notice or other communication to be made pursuant to this Contract shall be made in writing by United States certified or registered mail, by messenger service or by a nationally recognized overnight courier, and shall be effective (i) upon receipt, if delivered in person, (ii) five (5) business days after deposit into the United States mail, if sent by certified or registered mail, and (iii) at 1:00pm on the following business day, if sent by overnight courier. Notice hereunder shall likewise be effective when actually received by either party. In each case, such notice or other communication shall be made to the address shown below. Either party shall have the right, by written notice to the other party, to change its address for such notice.

Nashville MTA: Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, TN 37115
Attn: Procurement Department
Kim.Hereford@nashville.gov

Contractor: [Contractor's address here]
Attn: _____

29. Counterparts

29.1. This Contract may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, NASHVILLE MTA AND CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST ABOVE WRITTEN.

Nashville Metropolitan Transit Authority

Contractor Name

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date: _____

Title: _____

Date: _____

Exhibit A to Contract

Federal Transit Administration Clauses

1. Access to Records and Reports

- a) **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. Americans with Disabilities Act (ADA)

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, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

3. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.

4. Civil Rights Laws and Regulations

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

5. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the

- Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

6. Conformance with ITS National Architecture

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

7. Debarment and Suspension

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Disadvantaged Business Enterprise (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part

26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

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

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

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

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

9. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

10. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Equal Employment Opportunity

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

12. Federal Changes

49 CFR Part 18 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 between Purchaser 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.

13. Fly America

- a) Definitions. As used in this clause—
 - 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) “United States” means the 50 States, the District of Columbia, and outlying areas.
 - 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S. – Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

14. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

15. No Government Obligation to Third Parties

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with

Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. Notification to FTA

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17. Program Fraud and False or Fraudulent Statements and Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

18. Patent Rights and Rights in Data

Intellectual Property Rights

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

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

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

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

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

19. Prompt Payment

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

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

20. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

21. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

21. Termination

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional Service Contracts)

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

22. Violation and Breach of Contract

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel

or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall

constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Exhibit B to Contract
Tennessee State Contract Clauses

Conflicts of Interest.

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

Nondiscrimination.

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which

the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Records.

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

Exhibits To Be Added to Final Contract for Execution

Exhibit C - Scope of Services

Exhibit D –Contractor’s Accepted Price Proposal

Exhibit E – DBE Utilization Plan (if applicable)