



INTVITATION TO BID (ITB) 2022084

Armored Car Service

Date Issued: September 28th, 2022, 2021

Bidders due date: October 21st, 2022 @ 4:00p.m. CT

FACILITATOR:

Wade McMillian

Procurement & Project Administrator

QUESTIONS & CLARIFICATIONS:

Questions, clarifications, and other inquiries should be emailed to:

wade.mcmillian@nashville.gov

WeGoTransit.com | 615-862-5950

A service of Nashville MTA

INVITATION TO BID

MTA Main Office
430 Myatt Drive
Nashville, TN 37115

**BID MUST BE RECEIVED PRIOR TO
1:00 P.M. CT.
10-21-2022**

**BID NUMBER
2022084**

INSTRUCTIONS:

1. SUBMIT (1) ORIGINAL AND (1) ELECTRONIC COPY OF THE BID
2. RETURN ADDENDA REQUEST TO RECEIVE ANY ADDENDA.
3. ALL BIDS ARE TO BE IDENTIFIED WITH ITB#, ITB NAME, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DURING THE ITB PROCESS ALL COMMUNICATION MUST BE DIRECTED TO PROCUREMENT DEPARTMENT.

Nashville Metropolitan Transit Authority (MTA), (hereafter may be referred to as the “Agency” or the “Authority”) is soliciting Bids from firms qualified to PROJECT DESCRIPTION. IF TDOT FUNDED USE FOLLOWING QUOTE, “This project is funded under a grant contract with the State of Tennessee.”

SECTION I	Introduction
SECTION II	Instructions to Bidders
SECTION III	Scope of Work, Bid Format & General Terms and Conditions
SECTION IV	FTA Model Clauses and Forms
SECTION V	Contract Terms and Conditions (Proposed)

BID DEADLINE

Bids will be accepted, via e-mail to: wade.mcmillian@nashville.gov and by delivery to MTA Main Office, 430 Myatt Drive, Nashville, TN 37115 until 1:00 p.m., Central Time (CT), October 21, 2022. Bids received after this date and time will not be accepted. Bids are not opened with regular mail. See Section II – Instructions to Bidders - 2.2 - Delivery of Bids for instructions. Meeting link:

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this ITB must be received by Wade McMillian, Procurement and Project Administrator, no later than 1:00pm 10-14-2022 at the address above; or via e-mail at wade.mcmillian@nashville.gov.

PRE-BID MEETING

Nashville MTA’s Procurement Department will not host a Pre-Conference meeting for this solicitation.

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

If interpretations, specifications, or other changes to the solicitation are required as a result of the meeting, the Nashville MTA will post an addendum to the Nashville MTA Procurement webpage at <http://www.nashvillemta.org/Nashville-MTA-procurement-list.asp>.

ADDENDA REQUEST

Bidder are not to contact other Agency personnel with any questions or clarification concerns in reference to this ITB. The Procurement Department will provide all official communication concerning this ITB. Addenda request MUST be submitted prior to due date in order to receive copies or notices of addenda.

I HAVE READ AND UNDERSTOOD THIS INVITATION TO BID (ITB) and do herein request copies or notices of addenda. The information requested below must be received no later than, 1:00pm (CT), 10-14-2022 at the address above; or via e-mail at wade.mcmillian@nashville.gov

Company Name

Phone Number

Fax Number

Address

Point of Contact

Title

E-mail Address: _____

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I. INTRODUCTION

The mission of the Nashville Metropolitan Transit Authority is:

To provide public transportation services to our community and its visitors so they can achieve greater mobility and experience a cleaner, healthier environment with less traffic congestion.

1.1 GENERAL

The mission of Nashville Metropolitan Transit Authority (Nashville MTA) is to provide public transportation services to our community and its visitors so they can achieve greater mobility and experience a cleaner, healthier environment with less traffic congestion. Nashville MTA is a component unit of the Metropolitan Government of Nashville and Davidson County, responsible for public transit services in nine (9) counties within the Greater Nashville and Middle Tennessee areas, and funded with Federal, State and local subsidies, as well as farebox revenue.

The Regional Transportation Authority of Middle Tennessee (RTA) provides commuter service on the Music City Star and a network of express bus routes. The system includes a number of park & ride lots and other supports for commuters, such as Emergency Ride Home Program. The RTA works closely with the Nashville Metropolitan Transit Authority (MTA). The two authorities share a headquarters, staff and a chief executive officer.

The Nashville MTA is responsible for operating local transit services within Metro Nashville. These services consist of 34 bus routes and a network of smaller ADA accessible vans for its AccessRide program for people with disabilities. The Nashville MTA is contracted to manage RTA services under a fee for service agreement. The two authorities share facilities, staff and a chief executive officer.

Please visit Nashville MTA and RTA websites for additional information at www.Nashvillemta.org and RTA at www.musiccitystar.org.

1.2 OVERVIEW

Nashville Metropolitan Transit Authority (Nashville MTA) intends to award a Contract to the successful Bidder(s) who shall provide Armored Car Services. Refer to Section III of this solicitation for an expanded description of the Scope.

Nashville MTA shall enter into a requirement fixed price contract for Armored Car Services. The contract and/or purchase order shall be for a term of five years following the Notice to Proceed.

Bidders 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 V, Proposed Contract, provides a more detailed description of the legal requirements.

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. Nashville MTA reserves the right to adjust the schedule as required during the course of the solicitation process. Nashville MTA will make good faith efforts to notify potential Bidder of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the Bidder. Any changes to the proposed schedule will be listed on our Web site, www.nashvillemta.org.

Addenda Request Submittal Deadline	10-14-2022 and 1:00pm (CT)
Question/Clarification/ Product Substitution Submittal Deadline	10-14-2022 and 1:00pm (CT)
Bid Submittal Deadline	10- 21-2022 and 1:00pm (CT)
Bid Webex Meeting	10-21-2022 and 1:00pm (CT) https://nashville.webex.com/nashville/j.php?MTID=mdcc6c10b9ce76ef33fe14d264bfe01e2

All questions must be submitted in writing, via email is recommended, to Wade McMillian and wade.mcmillian@nashville.gov . The answers to the questions will be posted on the Nashville MTA website, www.nashvillemta.org. Bidders are solely responsible for checking the website to insure that they have the most current information regarding the Bid. Any oral communication, explanation or instruction provided will not be binding on Nashville MTA.

1.4 COST INCURRED BY BIDDER

The Nashville MTA is not liable for any costs incurred by prospective Bidders in the preparation of submitting a Bid in response to this Bid, in presentation of the Bid or any other activities related to responding to this Bid.

1.5 EVALUATION OF BIDS

All Bids received in accordance with the requirements stated in this solicitation shall be screened initially in order to confirm the responsiveness of the written bid, including minimum qualifications, if any.

A responsive Bid complies with all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of any resulting contract. WeGo Public Transit shall ensure that all Bids received prior to the deadline stated in the solicitation contain all required forms, signatures, attachments, and other information as specified herein. Bids that do not comply with all material aspects of the solicitation will be rejected as non-responsive.

A responsible Bidder is an individual, firm or team that exhibits adequate organization, financial condition, personnel qualifications, facilities, record of past performance, and other characteristics necessary to carry out work related to this solicitation with a high degree of quality and timeliness. WeGo Public Transit

shall review responsive bids to determine the capacity of the Bidder to provide the goods and services described in this solicitation.

1.6 BID ACCEPTED

Each Bidder submits their Bid with the understanding that the acceptance in writing by the Agencies of the offer to furnish the services requested shall constitute a contract between the Bidder and the Agency, which shall bind the Bidder to furnish the services at the rates quoted, and in accordance with conditions and requirements of the Agencies. A formal contract and/or purchase order will be signed between the Agencies and the successful Bidder.

Each Bidder submits their responses with the understanding that nothing in this solicitation shall be construed to require the Nashville MTA to award a contract.

Bidder must indicate that the company is prepared to enter into a contract with Nashville MTA in accordance with the terms and conditions set forth in this solicitation, any addenda, and proposed contract. Bid shall be valid for a minimum period of one hundred and twenty days (120) from the date of the opening of Bids.

1.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with this project, the Nashville MTA has established a specific goal for Disadvantaged Business Enterprise (DBE) participation of 0 %. Bidders are required to make good faith effort to cooperate with Nashville MTA in meeting its commitments and goal of 14% percent for goods and services for the fiscal year 2020-2023. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Bidders are required to document their activities in the Bid 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). Utilize the following website for a comprehensive list of the certified DBE's: <https://www.tdot.tn.gov/APPLICATIONS/DBEDIRECT/Search>. See Instructions to Bidders, 2.6 – Disadvantaged Business Enterprise Program for more information.

END SECTION I

II. INSTRUCTIONS TO BIDDERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a Bid is in doubt as to the true meaning of any part of the Scope of Services, other Bid documents, finds discrepancies in or omissions from the specifications; may submit to the Procurement Department, a written request for an interpretation or correction, no later than, 1:00pm (CT) and 10-14-2022. **Only written requests will be accepted.** E-mailed questions to the Procurement Department are acceptable. 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 Bid, if applicable, to assist Nashville MTA in determining whether the request is or is not valid. Any corrections or changes to this Bid 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 Bidder.**

2.2 DELIVERY OF BIDS

The Bidder must submit (1) Electronic Copy (USB, Disk or Email) of their bid including **ALL** required forms **1:00pm (CT) and 10-21-2022** to the following address:

Wade McMillian, Procurement & Project Administrator
Nashville MTA
430 Myatt Drive
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with “**BID 2022084 – Armored Car Services**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” Nashville MTA will not consider Bids received after the deadline. **All Bids will be logged, by a Procurement Staff member, with the date and time of receipt.**

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

Bidders are advised that Nashville MTA has a current incoming email file size limit of 30MB. Bidders that are emailing their bids are responsible for ensuring that emailed bids are received in full and on time. Nashville MTA is not responsible for emailed bids that are not received by the bid due date and time.

****NOTE: RESPONSES WILL BE OPENED PUBLICLY via WebEx****

Meeting link:

<https://nashville.webex.com/nashville/j.php?MTID=mdcc6c10b9ce76ef33fe14d264bfe01e2>

2.3 BID WITHDRAWAL

Bidders will be given permission to withdraw their Bid after it has been delivered to Nashville MTA provided Bidder makes their request by e-mail, on organizations letterhead, twenty-four (24) hours prior to the Bid due date and time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the Bidder and must reach the office of Wade McMillian, not later than one (1) hour prior to the time fixed for submission of Bids. Bids which are timely withdrawn shall be returned to the Bidder unopened, at Bidder expense.

2.4 UNACCEPTABLE BID

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

2.5 REJECTION OR ACCEPTANCE OF BIDS

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

It is the intent of Nashville MTA, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Lower Bidder shall be on the basis of the sum of the Base Bid on the alternates accepted. However, Nashville MTA shall reserve the right to accept alternates in any order which does not affect determination of the Lower Bidder.

Nashville MTA reserves the right to cancel this Bid in writing or postpone or extend the date and time for submitting Bids at any time. Nashville MTA reserves the right to reject any or all Bids, to waive any or all informalities or irregularities in the Bids received, to investigate the qualifications and experience of any Bidder, to reject any provisions in any Bid, to modify Bid contents, to obtain new Bids, to negotiate the requested services and contract terms with any Bidder. Nashville MTA reserves the right to award the Bid requested goods & services in full, in part and/or a single item to one or more Bidder. Nashville MTA will determine the most responsive Bidder whose Bid is most advantageous.

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

Bids must indicate that the firm is prepared to enter into a contract and/or purchase order with Nashville MTA in accordance with the terms and conditions set forth in this Bid, any addenda, and

proposed contract. Bids shall be valid for a minimum period of one hundred and twenty days (120) from the proposed closing date for acceptance by Nashville MTA.

2.6 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

A. Introduction

Nashville MTA operates a federal Disadvantaged Business Enterprise (DBE) Program and to ensure full and fair opportunities in Nashville MTA contracting for businesses owned by socially and economically disadvantaged individuals. Nashville MTA 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 Requirements” is provided in an effort to assist Bidder. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All Bidder are responsible for compliance with all applicable federal and Nashville MTA rules and requirements.

It is a requirement that all Bidders providing services for the Nashville MTA 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, Bidder 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 Nashville MTA. Failure to timely submit requested documentation, cooperate with Nashville MTA, or answer inquiries truthfully will be considered a material contract breach and may result in contract termination.

B. Required Documents

The following documents must be submitted with the Bid:

I. Letter(s) of Intent

Bidder must submit a Letter of Intent for each DBE whose participation the Bidder is counting toward the goal. This may include first, second, third, and other lower tier subcontractors and/or suppliers. The Bidder 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 Bid.

For each Letter of Intent, the Bidder 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 Bidder.

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

II. DBE Goals Accomplishment Statement

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

III. DBE Utilization Form

The Bidder must submit a fully completed DBE Utilization Form.

C. 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.

D. DBE Liaison Officer

The DBE Liaison Officer, Amber Gooding, 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 bid on Nashville MTA contracts. For questions or information related to the DBE program, contact Rachel Johnson, DBE Compliance Officer at Rachel.johnson@nashville.gov or 615-862-5618.

E. DBE Certification

Nashville MTA 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 Nashville MTA 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 bid submission. The link to the Tennessee DBE Directory is <https://www.tdot.tn.gov/applications/dbedirect/>.

Persons or entities who consider themselves a DBE but who are not certified by Nashville MTA, the TN UCP as a DBE, have not received affirmation from the Nashville MTA or the TN UCP that their certification from another entity is consistent with and acceptable to the Nashville MTA 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 bid opening and a current copy of the DBE’s certification must be attached to the Letter of Intent.

F. Identification of Contract Goal and Requirements

For this contract, the DBE goal is established as **0%**. In order for the Bid to be responsive, the Bidder 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 Bidder’s DBE Accomplishment Statement proposes a DBE percentage less than the established goal, the Bidder must, at the time of making the response, submit appropriate documentation justifying its submitted DBE percentage. Nashville MTA reserves the right to request additional documentation or information from Respondent regarding its DBE

Accomplishment Statement, Utilization plan or Letters of Intent, and, if applicable, any good faith efforts documentation. If Nashville MTA enters into a contract based on the Bidder's DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by Nashville MTA will become a contractual requirement.

Bidder 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 Bidder. The DBE shall be free to provide their services to any number of Bidder. To ensure that all obligations under subcontracts awarded to a DBE are met, the Nashville MTA will review the agreement between the Bidder and DBE, and Bidder's DBE involvement efforts during the performance of the contract. The Bidder shall bring to the attention of the Nashville MTA any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Nashville MTA, the Bidder has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

G. Good Faith Efforts Statement and Requirements

In order to be responsive, Bidder must either meet the DBE goal or make good faith efforts to meet the goal. Bidder 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 Bidder took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if the Bidder 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 Bidder'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-bid 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 Bidder 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 Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

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

H. 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 Bidder completes a Letter of Intent, the Bidder 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 Bidder 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 Bidder has any questions about counting, Nashville MTA advises the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).
- (d) The Bidder 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:** Bidder 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 Bidder will

not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).

- (f) The Bidder 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).

I. 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 thirty (30) days from the receipt of each payment it receives from the Nashville MTA.

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 Nashville MTA and approved in writing"

J. Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Utilization Plan without Nashville MTA's prior written consent. Nashville MTA 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 Nashville MTA 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 Nashville MTA.

K. Continued Compliance

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

L. 49 CFR Part 26

The Contractor shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of Nashville MTA contracts. The Bidder 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.

2.7 PUBLIC RECORDS/CONFIDENTIALITY

The Bids received become the exclusive property of Nashville MTA. When a contract award is approved by Nashville MTA, all Bids submitted in response to this Bid shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Bid that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a court, Nashville MTA may be required to disclose such records or portions thereof, including without limitation those so marked. Bids that indiscriminately identify all or most of the Bid as exempt from disclosure without justification may be found to be technically unacceptable.

2.8 FORMS PROVIDED

Bidder must submit their Bids on the forms provided or copies thereof. The Proposer or an authorized representative of the firm must sign the Bid. Any erasures, corrections or other changes appearing on the Bid form must be initialed and dated by the person signing the form.

END SECTION II

III. SCOPE OF WORK, BID FORMAT & GENERAL TERMS AND CONDITIONS

A. SCOPE OF WORK

The scope of services consists of Armored Car Services for the Nestor MTA Location with optional services at a later date to the Myatt MTA Location.

1. LOCATIONS AND PICK-UP FREQUENCY ARE AS FOLLOWS:

- Nestor: Location 1 - Two (2) vaults per day, Monday – Friday (5 days per week):
130 Nestor Street
Nashville, TN 37210

2. SPECIFIC TASKS FOR EACH PICK-UP INCLUDE THE FOLLOWING:

- Pick-up mobile vault(s) containing all cash and coin from farebox collection vaults at each location
- Deliver deposit to cash management facility, US Bank, via armored car (same day as pick-up)
- Send electronic statement for each deposit by the following business day
- Each pick-up requires \$50,000 liability coverage

Regularly scheduled pick-ups that occur on holidays (excluding New Year's Day, Thanksgiving, and Christmas Day) are required. Propose the cost for special pick-up dates separately.

Minimum of 10-minutes of on-premises time should be allotted per pick-up.

3. VEHICLE REQUIREMENTS:

Proposer's vehicle must be able to contain, carry, load and unload two mobile vaults.

4. MOBILE VAULT SPECIFICATIONS:

DIMENSIONS of each mobile vault: 31H X 37D X 30W

	CAPACITY		WEIGHT
Coins	\$12,500.00	Empty	1,000 lbs
Bills	\$12,500.00	Full	2,200 lbs
TOTAL	\$25,000.00	Street Money	

OPTIONAL COST: Services at our Myatt location are currently suspended. Please provide cost for servicing the Myatt location should services resume during the term of the awarded contract.

- Myatt: Location 2 - One (1) vault every Tuesday and Friday (2 days per week):

430 Myatt Drive
Nashville, TN 37115

B. BID FORMAT

Bidders shall include all the items, listed below in the order shown, in their Bids. Each section should be clearly labeled, with pages numbered and separated by tabs. This format is necessary for evaluation purposes. A more detailed explanation of the requested services is found in Section III, the Scope of Services. Bidders shall utilize Cost Form, Form 1, located in Section IV, to provide compensation in response to the suggested requirements, to indicate cost of services.

Bids shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this Bid. 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 requirements requested by Nashville MTA.

Bids shall include seven tabbed sections (Part 1, Part 2, Part 3, and Part 4 shall be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

PART 1:

Cover Page and Cover Letter

All Bids shall be accompanied by a cover letter of introduction and executive summary of the Bid.

- Qualifications, Experience, References and Samples
 1. Briefly introduce the firm, providing a summary of administration, organization and staffing of your firm, including multiple offices, if applicable.
 2. In this section it should clearly state the contact person title and contact information.
 3. Describe the experience of the firm in the last thirty-six (36) months in providing project description.
 4. Provide references for similarly successful projects from three transit properties in the United States, including the name of the agency, contact name, telephone, fax and email address. Bidder must verify accuracy of reference contact information before submitting the reference. This ITB will not allow firms/ vendors to use this agency as an reference for services and goods. References that cannot be contacted may render the bid non-responsive.

PART 2:

Understanding of the ITB

- Quality of Bid as it addresses the needs presented in the Scope.
 1. Provide a summary of the firm's understanding of the requirements of this Invitation to Bid.
 2. Provide the expectations of Nashville MTA including Support Staff and resources.

3. Provide information regarding customer service support including hours of availability.
4. Please describe any services the organization provides to facilitate delivery schedules or other support the organization may provide to the customer.

PART 3:

Cost

Nashville MTA requests that the firms interested in responding complete Form I, located in Section IV. 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 Nashville MTA in obtaining the best possible pricing for the services provided. The Bid Form is to be inclusive of all costs. Bidders are encouraged to offer more options in addition to what is listed in the Scope. Provide any discount for non-standard services, volume discounts or any other special price offered.

PART 4:

FTA REQUIRED FORMS

Nashville MTA requests the Bidder interested in responding complete the following forms located in Section IV FTA Model Clauses and Required Forms.

- Forms
 1. Please review, sign and submit forms. ***If a form is not applicable to your organization please indicate not applicable and SUBMIT.***

*Bid Forms, Licensing and Permits

Cost Form	DBE Compliance Statement	References	Buy America
Acknowledgment of Addenda	Affidavits of Compliance DBE	Notice to Bidder	Insurance Certificate
Affidavit & Information Required for Bidder	Certificate of Authority	Certification Debarment, Suspension Lower-Tier	DBE Certificate
Bidder Certification of Eligibility	Certification of Restrictions on Lobbying	Certification of Debarment, Suspension Primary	License
Compliance Specifications	Affidavits	Subcontractors	Permits

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

PART 7:

ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

Indicate any exceptions to the scope of services, general terms and conditions or other requirements

C. 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 Bid and any contract entered into.

2. BIDDER'S AFFIDAVITS NON-COLLUSION

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

3. INSURANCE REQUIREMENTS

During the term of this Contract, successful Bidder 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 below by a **check mark**.

a) ☒ Products Liability Insurance in the amount of one million (\$1,000,000) dollars (If the Contractor will be shipping to a receiving department at Nashville MTA)

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

c) ☒ 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.

d) ☒ 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.

e) ☒ 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).

f) ☐ Other insurance

g) ☐ Such insurance shall:

1. 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.

2. 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.

3. Regarding Automotive Liability Insurance including vehicles owned, hired, and non-owned, said 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.

4. 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.

5. Other Insurance Requirements. Contractor shall:

a) Prior to commencement of the Services, furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this **Section 16** of the proposed contract 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.

b) Provide certified copies of endorsements and policies if requested by Nashville MTA in lieu of or in addition to certificates of insurance.

c) Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

d) 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.

e) Place such insurance with 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 Nashville MTA Director of Risk Management Services.

f) Require all subcontractors 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.

g) 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.

h) Not have, if Contractor has or obtains primary and excess policies, any gap between the limits of the primary policy and the deductible features of the excess policies.

Upon request, the Bidder will provide a Certificate of Coverage with the Nashville Metropolitan Transit Authority named as Certificate Holder.

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

4. INTEREST OF MEMBERS OF NASHVILLE MTA

No member of the governing body of Nashville MTA, other officer, employee or agent of Nashville MTA 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 Bidder to Nashville MTA 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 BIDDER

The Bidder 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 Bidder further covenants that no person having such interest shall be employed in the performance of this Contract.

8. WORKERS COMPENSATION ACT

The Bidder 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 Nashville MTA, and under the control of the Bidder, and shall relieve Nashville MTA from any costs due to accidents and other liabilities mentioned in said Act.

9. SOCIAL SECURITIES ACT

The Bidder shall be and remain an independent Bidder 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 Bidder for work performed under the terms of this contract. The Bidder 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 Bidder also agrees to indemnify and save harmless the Nashville MTA from any contributions or liability therefore.

10. EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the Bidder may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Bidder 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 Bidder 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 Bidder has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the Bid and any Contract that may be issued. The Bidder warrants that the individuals who have signed the Bid have the legal right and authority to bind the Bidder.

12. AUTHORIZATION OF BID

If the Bid is made by an individual doing business under an assumed name, the Bid shall so state. If the Bid is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the Bid shall be signed by one member thereof. If the Bid is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the Bid is made by a joint venture, the full name and address of each member of the joint venture shall be given and the Bid shall be signed by each venture. Form(s) is included to be filled out and submitted with Bid.

13. SUBCONTRACT APPROVAL

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

14. COST/PRICE ANALYSIS

Nashville MTA reserves the right to conduct a cost or price analysis for any purchase or service. Nashville MTA 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 Bid 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 Bid prices. Nashville MTA may require a pre-award audit, and potential Bidder shall be prepared to submit data relevant to the proposed work which will allow Nashville MTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and Nashville MTA reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Nashville MTA reserves the right to reject the single Bid.

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

15. PRICING

The price quoted in any Bid 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. Bidder should note discounts.

16. PROMPT PAYMENT

The Bidder agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Bidder receives from Nashville MTA. The Bidder agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor work is satisfactorily completed. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of Nashville MTA. This clause applies to both DBE and non DBE subcontractors. If the Bidder determine the work to be unsatisfactory, it must notify Nashville MTA 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 Bidder 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. Nashville Metropolitan Transit Authority (MTA/Authority) 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 Bid 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 Bid and proposed contract number of the Bid.

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 should be submitted to:

Procurement Manager
430 Myatt Drive
Nashville, TN 37115

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 Bid

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

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

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of Bid 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 Bid 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 Bidder 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 Bid

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

If the protest regarding the Bid 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 Bids 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 Bid or the responsibility of a Bidder 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 Bid 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

Nashville MTA reserves the right to request Additional Services under this Bid that may not be specifically identified within. Bidders 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 Nashville MTA.

19. PROPOSED CONTRACT ALTERATIONS

No alterations or variables in the terms of the Bid and /or of the Proposed Contract shall be valid or binding upon Nashville MTA unless authorized in writing by Nashville MTA.

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 Bid and/or contract at the same prices, terms and conditions. Nashville MTA reserves the right to assign any or all portions of Services awarded under this Bid and/or contract. This assignment, should it occur, shall be agreed to by Nashville MTA and Bidder. Once assigned, each agency will enter into its own contract and be solely responsible to the Bidder for obligations to the service assigned. Nashville MTA's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. Nashville MTA 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 Bidder.

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 Nashville MTA, unless the Nashville MTA 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 Bid or Bid 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 Nashville MTA contracts.

END SECTION III

IV. FEDERAL TRANSIT ADMINISTRATION CLAUSES AND FORMS

1. CONTRACT DOCUMENTS

Any contract resulting from this Bid shall include the following;

- INVITATION TO BID No 2022084 and all addenda
- Applicants Offer and Guarantee
- Bid Award/Contract

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

Federal requirements may 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 Agencies 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 subcontractor's compliance failures. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

2. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may

be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

- b) If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- c) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

- a) Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- b) Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- d) Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC

5302(a)1) through other than competitive process, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- e) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11)

FTA does not require the inclusion of these requirements in subcontracts.

5. FEDERAL CHANGES

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

6. TERMINATION

- a) Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b) Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that 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

contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d) Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

7. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed,

national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- c) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. 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. In addition, contractor shall comply with any implementing requirements FTA may issue.
- d) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
- e) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
- f) Veterans Preference - As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Agency and its contractor agrees and assures that each of its subcontractors: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

8. DISADVANTAGED BUSINESS ENTERPRISE

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is **14%**.
- b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Nashville MTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) 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 from Nashville MTA. In addition, the contractor may not hold retainage from its subcontractors.
- d) The contractor must promptly notify Nashville MTA, 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 Nashville MTA.
- e) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Nashville MTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

10. GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to 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 Bid or Bid, the Bidder or Applicant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the Bidder or Applicant knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Applicant 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 Bidder or Applicant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all Bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

12. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the recipient, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days 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 recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - 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 recipient 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.

13. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or Bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. CLEAN AIR

- a) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- b) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

15. CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance

16. CARGO PREFERENCE

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. 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.

19. RECYCLED PRODUCTS

The Sub-recipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provision of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards:

To the extent applicable, Contractor agrees to conform, and assure its subcontractors' conformity, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU

§ 5307(c), 23 U.S.C. § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue later, except to extent FTA determines otherwise in writing.

21. ADA ACCESS REQUIREMENTS

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

22. NOTIFICATION OF FEDERAL PARTICIPATION FOR STATES

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 RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

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 Bid 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.

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REQUIRED FORMS

FORM 1

BID FORM

TO: Nashville MTA
430 Myatt Drive
Madison, TN 37115

BID FOR: Armored Car Services

(*) Myatt Location is not currently needing service but is optional in this bid due to future potential service

FIRST YEAR SERVICE				
Pick-Up Location	# of Items	Day(s)	Monthly Fee	Annual Fee
130 Nestor Street	2	Mon-Fri		
* 430 Myatt Drive	1	Tues & Friday		
SECOND YEAR SERVICE				
Pick-Up Location	# of Items	Day(s)	Monthly Fee	Annual Fee
130 Nestor Street	2	Mon-Fri		
*430 Myatt Drive	1	Tues & Friday		
THIRD YEAR SERVICE				
Pick-Up Location	# of Items	Day(s)	Monthly Fee	Annual Fee
130 Nestor Street	2	Mon-Fri		
*430 Myatt Drive	1	Tues & Friday		
FOURTH YEAR SERVICE				
Pick-Up Location	# of Items	Day(s)	Monthly Fee	Annual Fee
130 Nestor Street	2	Mon-Fri		
*430 Myatt Drive	1	Tues & Friday		
FIFTH YEAR SERVICE				
Pick-Up Location	# of Items	Day(s)	Monthly Fee	Annual Fee
130 Nestor Street	2	Mon-Fri		
*430 Myatt Drive	1	Tues & Friday		

Company

Authorized Signature /Date

Name Printed

Title

FORM 2

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

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

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 Bid (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 Bid or Bids 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 INVITATION TO BIDS, designed to limit independent proposing or competition.

(3) That the contents of the Bid or Bids 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 Bid or Bids; 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

DUNS 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 Bid the Contractor is sufficiently informed in all matters affecting the ITB, and that the Contractor has checked the Bid 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 MTA.

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.

BIDDER:

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 Bidder 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 bid 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 Bidder 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 Respondent and Title

Date

Name

FORM 6 – B

BIDDER DBE GOALS – COMMITMENT TO DBE (PARTICIPATION FORM)

Acknowledgement: Solicitation Number: _____ has a minimum DBE participation goal of ____%.

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

1. ☐ **Self-Performance:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal through self-performance.
2. ☐ **Self-Performance & Percentage Participation:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% self-performance and a minimum of ____% DBE subcontracting participation on this contract.
3. ☐ **Percentage Participation:** The proposer is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% DBE subcontracting participation on this contract.
4. ☐ The Contractor is **unable to meet the required minimum DBE goal** and is **committed to** ____% DBE utilization on this contract and **submits documentation demonstrating good faith efforts**.
5. ☐ The Contractor is **unable to meet the required minimum DBE goal** and **submits documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. The Bidder 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).**

It is the present intent of the Bidder to utilize the specific DBE firms identified on Form 6 – D: DBE Utilization Plan in the execution of this contract. If for any reason, one or more of the DBE identified are unable or unwilling to participate, the Bidder will make good faith efforts to replace the DBE with a similar DBE.

Note: The Business Diversity Office will only credit DBE participation that is performed by a TNUCP certified entity at the time of submission.

Firm/Company Name: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

FORM 6 – C

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY
CONTRACTOR GOOD FAITH EFFORTS DOCUMENTATION FORM**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

In addition to the disadvantage 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

Contractor's Authorized Signatory

Date

FORM 6 – D

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY
DBE UTILIZATION PLAN**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

The following Disadvantage 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 Total Bid/Proposal Cost (H)			
Total DBE Percentage: (D) divided by (H)			

Contractor's Authorized Signatory

Date

Goal Recalculation Internal Use:

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 Bid, hereby certify that under and pursuant to the By-Laws and Resolutions of said organization, each officers who has signed Bids 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 Bid, 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 Bid, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to MTA, 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 Bid, 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 Bid, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Nashville MTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Nashville MTA, 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

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 Bidder 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 MTA 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 MTA 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 MTA, 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 MTA, 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 Bids and to waive informality in any Bid and the Contractor shall not dispute the correctness of the quantities used in computing the best, responsive Bid.

Company

Authorized Signature /Date

Name Printed

Title

FORM 14

BUY AMERICA CERTIFICATE

(For Procurement of Steel, Iron, or Manufactured Products) (EXCLUDES ROLLING STOCK)

Certificate of Compliance with TITLE 49 USC § 5323(j)(1)

The Applicant hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company

Authorized Signature /Date

Name Printed

Title

Certificate of Non-Compliance with TITLE 49 USC §. 5323(j)(1)

The Applicant hereby certifies that it cannot comply with the requirements of Title 49

USC § 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D), and the regulations in 49 CFR 661.7.

Company

Authorized Signature /Date

Name Printed

Title

FORM 15 – BUY AMERICA - INTENTIONALLY REMOVED

Nashville Metropolitan Transit Authority

Subcontractor Information

Proposer Name		Address	
Contact	Email	Phone	

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

[illegible]

Prime Contractor Signature

Date _____

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

END SECTION IV

V. CONTRACT TERMS AND CONDITIONS (PROPOSED)

NOTE: This is a Proposed Contract. Nashville MTA reserves the right to make changes to this Proposed Contract prior to execution.

CONTRACT NO 2022084-C

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

CONTRACTOR

FOR CASHIERING & ARMORED CAR SERVICES

This Contract No. 2022084 (hereinafter referred to as “**Contract**”) is entered into as of the ____ day of _____ 2022, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as “**Nashville MTA**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and Contractor Armored US, LLC, a Texas limited liability company (hereinafter referred to as “**Contractor**”), having its Nashville office located at 3020 Brick Church Pike Nashville, TN 37207.

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. 2022084-C
3. Intent for Bids No. 2022084 (the “**ITB**”)
4. Contractor’s Bid dated _____ (collectively, the “**Contract**”)

1. Duties and Responsibilities of Contractor

1.1. Contractor shall provide cashiering and armored car services as detailed in the ITB and this Contract (the “**Services**”) at Nashville MTA’s two (2) maintenance and fueling facilities located at 430 Myatt Drive, Nashville, TN 37115, and 130 Nestor Street, Nashville, TN 37210 and/or at its Music City Central transit hub (collectively “**Facilities**”). The Services shall be provided as set forth in this Contract, and to the extent not inconsistent with the terms herein, according to the methods set forth in Section 3 of the ITB and in the attached **Exhibit A**.

1.2. Contractor guarantees that in the event of a declared emergency or natural disaster, Contractor shall give supply and delivery priority to Nashville MTA.

1.3. Nashville MTA 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 purchase

order or in a written Amendment as agreed to by both parties. Any reference to “Additional Services” shall include any Additional Services purchased by Nashville MTA regarding the rights and obligations of the parties herein, 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 five (5) year period, 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 monthly fee of \$00 for Monday through Friday pickups at the 130 Nestor Street location and a monthly fee of \$00 for Tuesday and Friday pickups at the 430 Myatt Drive location. These and other compensation rates are set forth in **Exhibit B**.

3.2. 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 shall make reasonable efforts to make payments within thirty (30) days of receipt of approved invoice.

3.3 This contract shall not exceed \$00.00.

3.4. Contractor shall submit invoices to:

mta.accountspayable@nashville.gov

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) days 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.

Nashville MTA

CONTRACT # 2022084

ARMORED CAR SERVICES

6. Warranty and Warranty Period

6.1. 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.

6.2. 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 Warranty Period, as defined below, Contractor's obligation shall be to replace, resolve or correct, at Contractor's own expense, any defects in the Services.

6.3. Warranty Period is defined as a period of two (2) years 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 warranty period ("**Warranty Period**").

6.4. In the event that during the Term and applicable Warranty Period any Services do not operate in all material respects as specified in the Contract, Nashville MTA shall be entitled to terminate this Contract for Default in accordance with the terms and conditions of this Contract and shall be entitled to a full refund for any such defective Services.

7. Title Warranty

7.1. 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.

7.2. Contractor shall defend, indemnify and hold harmless Nashville MTA and the Davidson Transit Organization, the employment arm of Nashville MTA, and their officers, agents, and employees ("**Covered Entities**") from and against all claims, liability, loss, damage or expenses, including, but not limited to, legal fees, arising from any actual or claimed infringement of any trademark, patent, copyright, or other intellectual property right with respect to the Services, or their use by Nashville MTA.

7.3. In the event use of the Services are restricted or interfered with as a result of such infringement, Contractor shall, at its cost, procure non-infringing 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 infringement, or refund to Nashville MTA all monies paid by Nashville MTA for such Services. Nothing in this Section 7 shall preclude Nashville MTA from exercising any rights or remedies as provided in Sections 6 and 8.

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

8.1. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Nashville MTA 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 have discretion in selecting counsel. Contractor shall further indemnify and hold harmless Nashville MTA against any award of damages and costs made against Nashville MTA by a final judgment of a court of last resort in any such suit. Nashville MTA shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Nashville MTA reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Nashville MTA unless approved by the Nashville MTA Board.

8.2. 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 final award, Contractor may at its option and expense:

- 8.2.1. Procure for Nashville MTA the right to continue using the products or services.
- 8.2.2. 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.
- 8.2.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
- 8.2.4. Provided, however, that Contractor will not exercise option 8.2.3 until Contractor and Nashville MTA have determined that options 8.2.1 and 8.2.2 are impractical.

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

- 8.3.1. The use of the Services or other work products in combination with apparatus or devices not supplied or else approved by Contractor.
- 8.3.2. 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.
- 8.3.3. The claimed infringement in which Nashville MTA has any direct or indirect interest by license or otherwise, separate from that granted herein.

9. Termination

9.1. 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 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.

9.2. 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.

9.3. Nashville MTA may terminate this Contract at any time, without penalty, for its convenience upon thirty (30) days' written notice to Contractor.

9.4. In the event of a termination under Section 9.2. or 9.3., Contractor will be compensated in accordance with the status of the Services performed.

10. Maintenance of Records and Nashville MTA Property

10.1. Contractor shall maintain documentation for all charges against Nashville MTA. The invoices and supporting documentation of Contractor, insofar as they relate to the Services performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Nashville MTA or its duly appointed representatives. Information will be provided in the format in which it is available. Contractor maintains a system of accounting and internal controls in accordance with the International Financial Reporting Standards (IFRS).

10.2. 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.

10.3. Any Nashville MTA property, including but not limited to vaulting equipment that is in Contractor's possession shall be maintained by Contractor in the condition received from Nashville MTA, and shall be returned to Nashville MTA by Contractor upon termination of the Contract. Upon completion or termination of this Contract, Contractor shall promptly deliver to Nashville MTA all equipment and vaulting keys 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.

10.4. 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.

11. Independent Contractor/Use of Subcontractors

11.1. 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 11 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 11.

11.2. 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 15.

11.3. Contractor warrants that it does not intend to use subcontractors for the execution of Services it will provide under this Contract.

12. Waiver

12.1. In the event Nashville MTA elects to waive its rights or remedies for any Default by Contractor, such waiver by Nashville MTA shall not limit Nashville MTA's rights or remedies for any succeeding Default. Any such waiver by Nashville MTA must be in writing.

13. Indemnity and Contractor Responsibility.

13.1. Contractor shall indemnify, defend and hold harmless the Covered Entities from:

13.1.1. Any claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees ("**Claims**"), for injury to or death of any person or damage to property, arising from the Services under this Contract, or and from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, in connection with the performance of this Contract but only in proportion to and to the extent such liability is caused by or results from the negligent, grossly negligent, or intentional acts or omissions of Contractor, its officer, employees and/or agents, and,

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

13.2. The indemnity in this Section 13 applies regardless of whether said Claims are covered in whole or in part by insurance.

13.3. Contractor assumes 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, from any 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 but only in proportion to and to the extent such claims are caused by or result from the negligent, grossly negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents.

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

14. Nashville MTA Owned Data

14.1. 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.

15. Insurance

15.1. 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 here of the types and amounts of insurance identified below by a **check mark**.

a) ☒ General Liability Insurance in the amount of not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage; and All Risk Cargo/Cash in Transit/Commercial Crime Coverage including employee dishonesty, theft, disappearance & destruction, and robbery of money & securities and property of others in an amount of not less than one million dollars (\$1,000,000) per occurrence.

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

c) ☒ 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).

d) Such insurance shall:

1. Contain a provision that includes Covered Entities as additional insured on its general liability and auto policies and loss payee on its cargo policy with respect to Contractor's arising out Services.

2. 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.

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

4. 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, if any, to provide workers' compensation insurance for all of the subcontractor's, if any, employees to be engaged in such work unless employees are covered by Contractor's worker compensation coverage.

5. Other Insurance Requirements. Contractor shall:

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a) Prior to commencement of the Services, furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this Section 15 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 from Contractor.

b) Provide certified copies of endorsements of Contractor or subcontractors, if any, if requested by Nashville MTA in lieu of or in addition to certificates of insurance.

c) Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

d) 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.

e) Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A- VII. Modification of this standard may be considered upon written appeal to the Nashville MTA Director of Risk Management Services.

f) Intentionally Omitted.

g) Intentionally Omitted.

h) Not have, if Contractor has or obtains primary and excess policies, any gap between the limits of the primary policy and the deductible features of the excess policies.

16. Employment and Nondiscrimination

16.1. 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.

16.2. 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.

16.3. 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.

17. Ethical Standards

17.1. 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,

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investigation, auditing or in any other advisory capacity in any proceeding or application or proposal therefore.

17.2. 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.

17.3. Breach of the provisions of this Section 17 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.

18. Assignment-Consent Required

18.1. 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.

18.2. 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.

19. Remedies

19.1. No remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

19.2. 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.

20. Governing Law and Venue

20.1. 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.

20.2. 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.

21. Entire Agreement

21.1. 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.

21.2. 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.

22. Compliance with Federal Regulations

22.1. All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F and the FTA contract clauses in the RFB 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.

23. Export

23.1. 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.

24. Force Majeure

24.1. 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.

25. Severability

25.1. 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.

26. Notices

26.1. 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

Contractor: **Contractor information**

27. Title to Cash Transported

27.1. The parties expressly understand and accept that ownership (title) to cash transported or stored by Contractor shall never transfer to Contractor.

28. Money Laundering

28.1. Contractor reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under law or as may be required by any regulatory body that may exert a right of control over Contractor.

29. Liability

Contractor agrees to assume the liability for any loss, according to the terms of this Agreement, of the securely sealed container(s) from the time CONTRACTOR signs for and receives physical custody of the sealed container(s) and responsibility terminates when Nashville MTA or its designated consignee takes physical possession of the sealed container(s) and signs CONTRACTOR's receipt. If it is impossible to complete the delivery, CONTRACTOR shall be responsible for any loss until the sealed container(s) is returned to Nashville MTA or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in Nashville MTA's premises, CONTRACTOR does not assume liability for any loss. If Nashville MTA conceals or

misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, and the concealed or the misrepresented fact(s) lead to the loss of the property or container(s), CONTRACTOR will have no liability for any loss in any way related to such fact or circumstance. Under no circumstances will either party be liable to the other party for lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages.

30. Claims.

It is understood that Nashville MTA agrees to notify Contractor, in writing, of any claim for loss within seven (7) calendar days after loss is discovered or should have been discovered in the exercise of due care, and in any event within forty-five (45) days after the pick-up by Contractor of the securely sealed container of property in connection with which the claim is asserted and unless such notice shall have been given, such claim shall be deemed waived. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of the loss.

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

Nashville Metropolitan Transit Authority

Contractor

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE

EXHIBIT B

PRICE