

# Invitation to Bid (ITB) 2023101

## Janitorial Supplies, Equipment and Service

Date Issued: March 27<sup>th</sup>, 2023

**Bid Due: April 26<sup>th</sup>, 2023, 2:00PM (CT)**

Facilitator:  
Matt Green  
Procurement Administrator  
[Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov)  
615-917-8852



## INVITATION TO BID

MTA Main Office  
430 Myatt Drive  
Nashville, TN 37115

**BID MUST BE RECEIVED PRIOR TO  
2:00 P.M. CT.  
April 26th, 2023**

**BID NUMBER  
2023101**

### 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) and Regional Transit Authority (RTA), (hereafter may be referred to interchangeably as the “Agency” or the “Authority”) is soliciting Bids from firms qualified to provide janitorial supplies, including equipment and maintenance services to maintain and repair floor scrubbers, (hereafter may be referred to interchangeably as “service(s)” or “supplies” or “item(s)” or “product(s)” or “equipment”).

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

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 Required Forms
SECTION V	Contract Terms and Conditions (Proposed)

### **BID DEADLINE**

Bids will be accepted, via e-mail to: [matt.green@nashville.gov](mailto:matt.green@nashville.gov) and by delivery to MTA Main Office, 430 Myatt Drive, Nashville, TN 37115 until 2:00 p.m., Central Time (CT), April 26, 2023. 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.

### **CLARIFICATION AND SUBSTITUTION DEADLINE**

All requests for clarification, substitutions, and any other inquiries related to this ITB must be received by Matt Green, Procurement and Project Administrator, no later than 2:00 p.m., Central Time (CT), April 12th, 2023, at the address above; or via e-mail at [matt.green@nashville.gov](mailto:matt.green@nashville.gov).

### **PRE-BID MEETING**

A pre-bid meeting will be held at 9:00 AM (CT), April 6th, 2023, via Webex. Firms interested in participating in the pre-bid meeting should contact [Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov) by 2:00 PM (CT), April 5th, 2023, to RSVP and confirm attendance. Potential Bidders who do not RSVP may access the meeting via this meeting information:

Link: <https://nashville.webex.com/nashville/j.php?MTID=m26297896889bf307fcd0f3880a0a8076>

Meeting Number: 2487 763 7273

Meeting Password: pPgAac5Ap96

While attendance is not mandatory, firms interested in submitting a response to this solicitation are encouraged to attend and participate. The purpose of the pre-bid meeting is to address the solicitation requirements and the procurement process.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting Matt Green at the email address noted above. If interpretations, specifications, or other changes to the solicitation are required as a result of the meeting, the Agency will post an addendum on the Agency Procurement webpage at <https://www.wegotransit.com/doing-business/current-opportunities/>

### **ADDENDA REQUEST**

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, 2:00 p.m., Central Time (CT), April 6th, 2023 at the address above; or via e-mail at [matt.green@nashville.gov](mailto:matt.green@nashville.gov).

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Company Name

Phone Number

Fax Number

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Address

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Point of Contact

Title

E-mail Address: \_\_\_\_\_

<b>Pre-Bid Conference</b>	<b>2</b>
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## I. INTRODUCTION

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### 1.1 GENERAL

Nashville MTA and RTA provide service to customers as the unified branding entity WeGo Public Transit. Thousands of riders travel to downtown Nashville everyday using commuter rail, bus and van services operated by the Agencies, which account for more than 850,000 passenger trips a month in and around Davidson County.

The Nashville Metropolitan Transit Authority (Nashville MTA) provides public transportation services, local and express routes, to citizens and visitors within the Metropolitan Nashville area and is a component unit of the Metropolitan Government of Nashville & Davidson County. The Regional Transportation Authority of Middle Tennessee (RTA) was created by State of Tennessee statute in 1988. The RTA serves as the agency of record for the Star Commuter Rail and is the entity that provides seven (7) Regional Express Bus Routes to several Middle Tennessee communities.

For additional history and services of MTA and RTA please visit our website <https://www.wegotransit.com/>.

### 1.2 OVERVIEW

The Agency intends to award a Contract/ Purchase Order to successful Bidder(s) who shall provide Janitorial Supplies, Equipment, and Equipment maintenance services. The Agency reserves the right to award one or multiple Bidder(s), for all services or partial services, whichever is most advantageous to the Agency. Refer to Section III of this solicitation for an expanded description of the Scope.

The Agency shall enter into a fixed-price contract/purchase order for janitorial supplies, including janitorial equipment and maintenance services to maintain janitorial equipment. The Agency shall issue a blanket purchase order to the successful Bidder(s) for both MTA and RTA. The contract/ purchase order shall be for a term of (3) three-years with (2) two (1) one-year options following the Notice to Proceed.

Bidders must submit bid(s) following the bid format located in Section III.A, including all Required Forms located in Section IV. **Form 1 located in Section IV is divided into three components (Form 1-A, Form 1-B, and Form 1-C) and Bidders are allowed to bid on all three Forms, two Forms, or just one Form.** Disadvantaged Business Enterprise forms (Form 6 A-D) or subcontract forms (Form 16) must be marked N/A if non-applicable to the bidder but still included in the final bid submission.

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. The Agency reserves the right to adjust the schedule as required during the course of the solicitation process. The Agency will make good faith efforts to notify potential 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](http://www.nashvillemta.org).

Meeting and Deadlines	Month, Day, Year, Time
<b>Pre-Bid Meeting via WebEx</b>	April 6 <sup>th</sup> , 2023, at 9:00 AM (CT)
<b>Pre-Bid Meeting Information:</b> <b>**Note: Attendees, please send an email with your contact information to log attendance.**</b> Link: <a href="https://nashville.webex.com/nashville/j.php?MTID=m26297896889bf307fcd0f3880a0a8076">https://nashville.webex.com/nashville/j.php?MTID=m26297896889bf307fcd0f3880a0a8076</a> Meeting Number: 2487 763 7273 Meeting Password: pPgAac5Ap96 Meeting Agenda: Project overview and bid requirements. The presentation document and attendance list, will be posted on <a href="http://www.nashvillemta.org">www.nashvillemta.org</a> via an addendum.	
<b>Addenda Request Submittal Deadline</b>	April 6 <sup>th</sup> , 2023, at 2:00 PM (CT)
<b>Question / Clarification / Substitution Submittal Deadline</b>	April 12 <sup>th</sup> , 2023, at 2:00 PM (CT)
<b>Bid Submittal Deadline</b>	April 26 <sup>th</sup> , 2023, at 2:00 PM (CT)
<b>Public Bid Opening via WebEx</b>	April 26 <sup>th</sup> , 2023, at 2:15 PM (CT)
<b>Public Bid Meeting Information:</b> <b>**Note: Attendees, please send an email with your contact information to log attendance.**</b> Link: <a href="https://nashville.webex.com/nashville/j.php?MTID=m6deb8f49bf6f82c3f215243edb5cd732">https://nashville.webex.com/nashville/j.php?MTID=m6deb8f49bf6f82c3f215243edb5cd732</a> Meeting Number: 2493 022 8528 Meeting Password: tJD2JBdBu73 Meeting Agenda: Bid Opening will state the Bidder(s) name and bid amount. Bid information will be posted on <a href="http://www.nashvillemta.org">www.nashvillemta.org</a> via an addendum. The Agency will review responsiveness and responsibility after the meeting is complete and may seek additional clarifications. Final Award selection will be posted once Bids are thoroughly reviewed.	

All questions must be submitted in writing, via email is recommended to Matt Green via [matt.green@nashville.gov](mailto:matt.green@nashville.gov). The answers to the questions will be posted on the Agency website, [www.nashvillemta.org](http://www.nashvillemta.org). Bidders are solely responsible for checking the website to ensure that they have the most current information regarding the Bid. Any oral communication, explanation or instruction provided will not be binding on The Agency.

### 1.4 COST INCURRED BY BIDDER

The Agency 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 including sample requests.

## 1.5 EVALUATION OF BIDS

The Agency will undertake a thorough evaluation of all bids submitted in compliance with the requirements of this solicitation. The evaluation process is designed to ensure that each bid is assessed for responsiveness and responsibility in order to identify the most suitable bidder(s) for the contract award. Please review the process outlined below:

- a. Initial Screening: All submitted bids will be initially screened to verify their responsiveness, including adherence to minimum qualifications and other requirements stated in the solicitation.
- b. Responsiveness: A responsive bid complies with all material aspects of the solicitation, including submission method, timeliness, and the substance of the resulting contract. The Agency will ensure that bids received before the deadline are complete, containing all necessary forms, signatures, attachments, and information in the required Bid Format. **Special instructions for Form 1: Bidders may bid on all, two, or just one of the three Forms (Form 1-A, Form 1-B, and Form 1-C) in Section IV.** Non-compliant bids may be rejected, and the Agency reserves the right to request clarification.
- c. Responsibility: A responsible bidder is defined as an individual, firm, or team that demonstrates adequate organizational capacity, financial stability, personnel qualifications, facilities, past performance record, and other relevant characteristics to effectively execute the solicitation's work with high quality and timeliness. The Agency will evaluate responsive bids to assess the bidder's ability to deliver the goods and services outlined in this solicitation. The Agency reserves the right to review and determine responsibility without obligation.
- d. Contract Award: The contract will be awarded to the lowest bid that is both responsive and responsible. The bid may be awarded to one or multiple bidders, depending on the most advantageous arrangement and best value for the Agency.

## 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(s) 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 Agency to award a contract.

Bidder must indicate that the company is prepared to enter into a contract with The Agency in accordance with the terms and conditions set forth in this solicitation, any addenda, and 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 Agency has established a specific goal for Disadvantaged Business Enterprise (DBE) participation of 0%. Bidders are required to make good faith effort to cooperate with The Agency 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***

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## II. INSTRUCTIONS TO BIDDERS

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### 2.1 REQUESTS FOR CLARIFICATION AND SUBSTITUTION

The Procurement Department will accept written requests for interpretation or correction of any part of the Scope of Services, other Bid documents, or specifications until 2:00 p.m., Central Time (CT), April 12, 2023. Bidders may submit written requests to via the mail or email:

**Mail**

Matt Green, PPA  
Nashville MTA  
430 Myatt Drive  
Nashville, TN 37115

**Email**

[matt.green@nashville.gov](mailto:matt.green@nashville.gov)

**The bidder submitting the request is responsible for its prompt delivery and verification of delivery.** The request must include detailed information and reference to a section of the Bid, if applicable, to assist the Agency in determining its validity. The Agency reserves the right to distribute any corrections or changes to the Bid to recipients who submitted the “Addenda Request” at the address provided. Verbal questions will not be answered to prevent unfair advantage to any Bidder.

To ensure compliance with the Agency's procurement policies and procedures, all requests for substitutions of supplies or equipment must be submitted in writing prior to the request for substitution deadline. The Agency retains the sole right to assess and approve any substitutions, based on their adherence to specifications and performance standards outlined in the bid documents. Any substitution must meet or exceed the technical and performance specifications of the original item and may be subject to further testing and comparison by the Agency. Bidders are advised that failure to obtain prior approval from the Agency and include the substitute in the Bid document shall result in a non-responsive bid. The Agency reserves the right to reject any substitute items that do not meet its requirements at its sole discretion, without obligation. Please refer to the Substitution Request Form on the following page to submit a formal request for substitution.

## SUBSTITUTION REQUEST FORM

Bid Number: 2023101

Bidding Company:

Contact Person:

Contact Information (email and phone):

Original Item (brand and mfg#):

Proposed Substitute Item (brand and mfg#):

Reason for Request:

### Detailed Summary of Proposed Substitute Item

### Technical and Performance Specifications

Technical Specification	Original Item	Proposed Substitute Item
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

PLEASE BE ADVISED THAT AS A BIDDER, IT IS MANDATORY TO COMPLETE THE TABLE AND INCORPORATE ALL SPECIFICATIONS FOR BOTH THE ORIGINAL ITEM AND THE PROPOSED SUBSTITUTE ITEM. PLEASE ENSURE THAT THE ROWS MATCH UP WITH THE ITEMS COMPETING SPECIFICATION, AS FAILURE TO DO SO MAY RESULT IN REJECTION OF THE SUBSTITUTE. IF NECESSARY, THE BIDDER MAY ADD ADDITIONAL LINES OR PAGES TO COMPLETE THE TECHNICAL SPECIFICATION COMPARISON. FURTHERMORE, WE REQUEST THAT ANY ADDITIONAL SUPPORTING DOCUMENTATION, SUCH AS BROCHURES AND TECHNICAL DATA SHEETS, ARE ATTACHED ON SEPARATE PAGE(S) AT THE END OF THIS FORM. PLEASE NOTE THAT THIS FORM IS USED FOR AN INDIVIDUAL ITEM, AND FOR EACH SUBSTITUTE, A NEW FORM MUST BE SUBMITTED.

## 2.2 DELIVERY OF BIDS

The Bidder must submit (1) original version (not copied) and (1) Electronic Copy (USB, Disk or Email) of their bid including **ALL** required forms (Section IV – Required Forms) following the bid format (Section III-B – Bid Format) by **2:00 p.m., Central Time (CT), April 26th, 2023** to the following address:

Matt Green, PPA  
Nashville MTA  
430 Myatt Drive  
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with “**BID 2023101 – Janitorial Supplies and Equipment**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” The Agency 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 The Agency 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. The Agency 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=m6deb8f49bf6f82c3f215243edb5cd732>

Meeting Number: 2493 022 8528

Meeting Password: tJD2JBdBu73

## **2.3 BID WITHDRAWAL**

Bidders will be given permission to withdraw their Bid after it has been delivered to The Agency 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 Matt Green, 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**

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

## **2.5 REJECTION OR ACCEPTANCE OF 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 The Agency acknowledge that the price written is the correct price.

It is the intent of The Agency, 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, The Agency shall reserve the right to accept alternates in any order which does not affect determination of the Lower Bidder.

The Agency reserves the right to cancel this Bid in writing or postpone or extend the date and time for submitting Bids at any time. The Agency 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. The Agency reserves the right to award the Bid requested goods & services in full, in part and/or a single item to one or more Bidder. The Agency 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 The Agency 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 The Agency.**

## **2.6 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

### **A. Introduction**

The Agency operates a federal Disadvantaged Business Enterprise (DBE) Program and to ensure full and fair opportunities in The Agency contracting for businesses owned by socially and economically disadvantaged individuals. The Agency administers the program according to the regulations that apply to 49 CFR Part 26. Only firms that are certified consistent with 49 CFR Part 26 and by the Agency 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 The Agency rules and requirements.

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

### **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.

The Agency 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 The Agency'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 The Agency contracts. For questions or information related to the DBE program, contact Rachel Johnson, DBE Compliance Officer at [Rachel.johnson@nashville.gov](mailto:Rachel.johnson@nashville.gov) or 615-862-5618.

**E. DBE Certification**

The Agency certifies all of its DBEs through internal processes. The TNUCP is a cooperative of entities which are recipients of federal funds that have developed a “one-stop shop” for certification throughout the State of Tennessee of which The Agency is a certifying member. In order to be considered as meeting the DBE goal for a contract, each business wishing to participate as a DBE or a joint venture DBE, must be certified as a DBE by the Tennessee Uniform Certification Program (TNUCP) and must have current certification at the time of 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 The Agency, the TN UCP as a DBE, have not received affirmation from the Agency or the TN UCP that their certification from another entity is consistent with and acceptable to the Agency or the TN UCP will not be considered. Unless a firm meets the criteria above by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified at the time of 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. The Agency 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 The Agency enters into a contract based on the Bidder’s DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by The Agency 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 Agency 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 Agency any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Agency, 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 Agency 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, The Agency 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 The Agency 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, The Agency 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 The Agency 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 Agency.

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

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

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

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

**J. Termination of DBE Subcontractor**

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

**K. Continued Compliance**

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

**L. 49 CFR Part 26**

The Contractor shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of The Agency 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 The Agency. When a contract award is approved by The Agency, 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, The Agency 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**, following the instructions provided. The Bidder 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***

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

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#### A. SCOPE OF WORK

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##### 1. Janitorial Items (Refer to Section IV, FORM 1-A, for Line Items list)

The Agency requests various cleaning and janitorial supplies. The manufacturer(s) and model number(s) listed are the standard for technical specifications and performance, and any substitution must meet or exceed the technical and performance specifications of the original item. To request a substitution the bidder must submit a formal Substitution Request Form located in Section II – Request for Clarification and Substitutions. Bidders are allowed to select the Manufacturer and Brand when the fields are left blank, but the Bidders selection must match the Description specifications and Case Pack requirements to ensure pricing is properly reflected in the final bid. Under no circumstance is the bidder to modify or alter fields that are filled by the Agency, unless substitutions have been formally approved; failure to follow this requirement will render the bid non-responsive. Below are additional requirements for Bidding on Form 1-A:

- a. Product Acceptance: The Agencies reserve the right to perform quality assurance testing during the duration of any contract that may be made. Changes in the quality of product supplied will be addressed and can result to termination.
- b. Quantities: No guarantee is made or implied as to the minimum or maximum quantities that may be purchased during the blanket purchase order period. The Agency estimate of usage per year for each product will vary. The Bidder shall manage a list of stocked products at all facilities. The Bidder will also be responsible for inventory management for The Agency's facilities only. This will include keeping all locations up to par of stocked products; to include but not limited to, one case of every cleaning supply, and two cases of any paper product; these items must be stocked at all times. The Agency reserves the right to add or take away inventory items. The Agency's Operating Manager will manage and order supplies as needed.
- c. MSDS / SDS Sheets: As required, Material Safety Data Sheets (MSDS) / Safety Data Sheets (SDS) shall be furnished for all items as applicable upon initial delivery. Bidder shall supply to the Agency Material Safety Data Sheets (MSDS) compliant with the Globally Harmonized System (GHS) format per OSHA's Hazard Communication Standard according to the state requirements prior to delivery of product.
- d. Delivery: Deliveries shall be F.O.B. Destination at The Agency delivery locations between 8:00 a.m. and 3:00 p.m. Monday thru Friday excluding holidays; 130 Nestor Street, Nashville, Tennessee 37210 and 430 Myatt Drive, Nashville, Tennessee 37115. The Agency will provide instructions to the successful Bidder as to the quantities that are to be delivered to each location. Parts must be delivered in manufacturer's packaging (either Original Equipment Manufacturer or approved Aftermarket Manufacturer) to The Agency. The Agency reserves the option to pick up deliveries, on occasion, at the Contractor's place of business. No additional charges for transportation, delivery or deposits shall be added. Packaging papers and boxes should be clearly readable with the corresponding part numbers. The successful Bidder must guarantee that in the event of a declared emergency or natural disaster, supply and delivery priority will be given to the agency's vehicles.
- e. Discontinued or Superseded Parts: In the event that a listed part has been discontinued or superseded, the Bidder/Vendor shall notify The Agency as soon as possible with the following

information (The Agency reserves the right to reject any substitute items that do not meet its requirements at its sole discretion, without obligation):

- Documentation from the manufacturer that the part has been discontinued;
  - Manufacturer documentation that names the replacement part and new part number or equivalent;
  - Price for the replacement part or equivalent.
- f. Most Favored Customer Clause (MFC): During the term of this agreement the Vendor warrants that prices of spare parts and related materials set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities. The Contractor shall disclose the profit margins of parts and supplies or define the amount of discount in percentage that applies to each part. If an adjustment is necessary to comply with the MFC clause, the company should notify The Agency that it is entitled to a credit or rebate pursuant to the MFC clause.

## **2. Cleaning Equipment (Refer to Section IV, FORM 1-B, for Line Items List)**

The Agency requests various cleaning equipment including floor scrubbers, pressure washers, and gum and graffiti removers. The manufacturer(s) and model number(s) listed are the standard for technical specifications and performance, any substitution must meet or exceed the technical and performance specifications of the original item. To request a substitution the bidder must submit a formal Substitution Request Form located in Section II – Request for Clarification and Substitutions. The Agency reserves the right to reject any substitute items that do not meet its requirements at its sole discretion, without obligation.

## **3. Preventative Maintenance and Flat Rates (Refer to Section IV, FORM 1-C, for Line Items List)**

The following list outlines the requirements for maintenance and repair services for our floor scrubber equipment. The successful bidder must provide scheduled and preventative maintenance, emergency repairs, and use only genuine manufacturer-approved replacement parts. They must keep detailed records of all maintenance and repairs performed and provide monthly reports on all activities. Additionally, the bidder must guarantee the quality of their work and the performance of our equipment, be flexible in accommodating our needs and scheduling requirements, and maintain clear communication with our Agency. Finally, the bidder must provide a detailed breakdown of the cost of their services, including managing any and all manufacturer warranty repairs during the floor scrubber warranty period, and maintain an inventory of spare parts to ensure they are readily available when needed. The Bidder understands that the price submitted in Form 1-C also encompasses these requirements, and thus the prices should reflect as such. Bidders also acknowledges that Section III-B – Bid Format requests the bidder to outline the Preventative Maintenance Plan and Preventative Maintenance Schedule for Karcher 1.008-080.0, 1.008-016.0, and 9.841-431.0; whether for one or multiple units, the plan shall address how each unique Karcher Model is intended to be serviced.

- a. Scheduled Maintenance: The bidder must provide a comprehensive schedule of routine maintenance activities, which should include inspections, cleaning, and lubrication of all critical components such as brushes, squeegees, and vacuum systems. The bidder should also check and adjust the battery, charger, and water levels and clean and inspect the solution and recovery tanks.

- b. Preventative Maintenance: The bidder should perform routine preventative maintenance procedures, such as changing filters and scrubber pads, checking for leaks, and tightening loose bolts and nuts. The bidder should also perform diagnostic tests to identify any potential issues before they become major problems.
- c. Emergency Repairs: The bidder must be available to provide emergency repair services to fix any breakdowns that may occur. The bidder should have trained technicians who can respond promptly to diagnose and fix issues to minimize downtime and disruption to our operations.
- d. Replacement Parts: The bidder should only use genuine manufacturer-approved replacement parts when repairing or maintaining our equipment. This will ensure the quality and durability of the parts, prevent future breakdowns, and maximize the lifespan of our equipment.
- e. Documentation: The bidder must keep detailed records of all maintenance and repairs performed on our floor scrubber equipment. This information must be stored securely and made available to us upon request.
- f. Reporting: The bidder must provide detailed monthly reports on all maintenance and repair activities. These reports must include a summary of work performed, any issues identified, and any recommendations for improving the performance of our equipment.
- g. Performance Guarantee: The bidder must guarantee the quality of their work and the performance of our equipment. Any defects or issues arising from their maintenance services should be addressed and resolved promptly and at no additional cost to our agency.
- h. Cost: The bidder must provide a detailed breakdown of the cost of their services, including all labor, materials, and equipment necessary to perform the maintenance services outlined in this Invitation to Bid.
- i. Warranty Management: The bidder is responsible for managing any and all manufacturer warranty repairs during the floor scrubber warranty period. This includes all processes associated with the Return Merchandise Authorization (RMA), such as filing claims, retrieving, inspecting, and delivering the repaired equipment to the Agency once completed.
- j. Flexibility: The bidder should be flexible in accommodating our specific needs and scheduling requirements. They should also be able to adjust their maintenance services to meet any changes in our equipment or operations.
- k. Communication: The bidder must maintain open and clear communication with our agency at all times. The bidder should inform us of any issues or concerns they have regarding the equipment or maintenance services provided promptly.
- l. Spare Parts: The bidder must maintain an inventory of spare parts to ensure that they are readily available when needed. The bidder should also be able to provide us with spare parts upon request.



## **B. BID FORMAT**

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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 The Agency.**

**Bids shall include seven tabbed sections (Part 1, Part 2 (see instructions below), Part 3 (see instructions below), Part 4, Part 5, Part 6 and Part 7) 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 (2-page maximum)**

- Briefly introduce the firm, providing a summary of administration, organization and staffing of your firm, including multiple offices, if applicable.
- In this section it should clearly state the contact person(s) title and contact information, including emergency contact.
- Describe the experience of the firm in the last thirty-six (36) months providing similar services. Provide references for similarly services, including the name of the company, contact name, telephone, fax or email address. Bidder must verify accuracy of reference contact information before submitting the reference. References that cannot be contacted may render the bid non-responsive.

### **PART 2: Inventory Management and Quality Control (4-page maximum) (Only required for those who bid on Form 1-A and/or Form 1-B, refer to Section IV)**

- Include the Company's Inventory Management Process.
- Provide a detailed availability of products, how long will it take for products to be delivered.
- Backorder process.
- How will notice of changes in authorized staff be communicated to The Agency?
- What is the bidder's approach to quality control for the janitorial supplies and equipment delivered?
- How does the bidder ensure the quality of the products, such as through testing or inspections?
- What process does the bidder have in place for handling defects or issues that arise?
- Are there any guarantees or warranties for the quality of the products?

### **PART 3: Preventative Maintenance (PM) and Repairs (No Page Minimum) (Only required for those who bid on Form 1-C, refer to Section IV)**

- Include your Preventative Maintenance Plan.
- Include the Preventative Maintenance Schedule.
- Include information about performance warranty on workmanship and parts.

**PART 4: Customer Service Approach (4-page maximum)**

- How will the bidder communicate with the contracting agency during the delivery and implementation of the janitorial supplies, equipment, and/or service?
- What is the bidder's process for addressing customer concerns or issues that arise during the contract period?
- How quickly will the bidder respond to customer inquiries or requests for support?
- Does the bidder have a dedicated customer service team or point of contact?
- How will the bidder ensure that the contracting agency is satisfied with the janitorial supplies, equipment, and/or service provided?
- How does the bidder measure customer satisfaction and incorporate feedback into their approach to customer service?
- Has the bidder received any customer service awards or recognition in the past?
- Does the bidder have any relevant certifications or training related to customer service or quality control?

**PART 5: Cost (no page maximum)**

The Agencies requests that the firms interested in responding complete Form 1, located in Section 5. If a discount off retail pricing for items not specifically listed on Form I is available, please provide that information. Also include any other pricing discounts or offers that will assist The Agency in obtaining the best possible pricing for the services provided.

- Provide detailed information, pricing and/or catalog.
- In this section, you may provide us with your proposed rates, expenses, and percentage increase. Proposers are encouraged to offer more options such as your catalog in addition to what is listed in the Scope.
- Provide any discount for non-standard services, volume discounts or any other special price offered.
- Is the price competitive while still meeting the required specifications and quality standards?

## PART 6: FTA REQUIRED FORMS

The Agency 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 *Form(s) Omitted*
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 *Form Omitted*

\*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 listed in the Proposed Contract.

Signature is not required on the Proposed Contract included in the Bid; however, **any exceptions or proposed changes to the terms and conditions must be proposed on a separate attachment.** Exceptions that are submitted after the closing date for questions/clarifications may be considered only if they are in the best interest of The Agency.

**\*\*Note: Form 1, located in Section IV, consists of three components (Form 1-A, Form 1-B, and Form 1-C). Bidders may bid on all three Forms (Form 1-A, Form 1-B, and Form 1-C), two Forms, or just one Form. The lowest responsive and responsible bid will be awarded the contract for the form(s) they bid on. This bid may be rewarded to one or multiple bidders.\*\***

## **C. GENERAL TERMS AND CONDITIONS**

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### **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 The Agency)

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 The Agency 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 The Agency 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 The Agency.

b) Provide certified copies of endorsements and policies if requested by The Agency 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 The Agency may be treated by The Agency 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 Agency 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 The Agency.

g) Disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain The Agency'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 The Agency 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 THE AGENCY**

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

**5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS**

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

**6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS**

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

**7. INTEREST OF THE 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 The Agency, and under the control of the Bidder, and shall relieve The Agency 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 Agency 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**

The Agency reserves the right to conduct a cost or price analysis for any purchase or service. The Agency may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single 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. The Agency may require a pre-award audit, and potential Bidder shall be prepared to submit data relevant to the proposed work which will allow The Agency to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and The Agency 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, The Agency 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 The Agency. 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 The Agency. This clause applies to both DBE and non DBE subcontractors. If the Bidder determine the work to be unsatisfactory, it must notify The Agency immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

## 17. PROTEST

### A. Definitions for Purposes of the section

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

The term “interested party” means any person (a) who is an actual Bidder 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 – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest.

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

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

### C. Submission of Protest

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



The proposal and proposed contract number of the proposal.

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

Director of Procurement and Business Diversity

430 Myatt Drive

Nashville, TN 37115

[Denise.Richarson@nashville.gov](mailto:Denise.Richarson@nashville.gov)

#### D. Types of Protests and Timing

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

##### 1. Protest regarding Proposal

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

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

##### 2. Protests regarding Requirements and Responsiveness

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

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

##### 3. Protest Regarding Receipt of Non-Award Notification

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

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible 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 five business days after receipt of a protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Authority" of this section E. "Authority Response" in accordance with the following provisions:

1. Types of Protests

a. Protest regarding the proposal

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

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

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all proposals submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a proposal or the responsibility of a 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 Proposal or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process. If the protestor is not satisfied with the response of the Director, the protestor may appeal in writing to the Chief Executive Officer or the CEO's designee ("CEO"), within five (5) business days from the date of the Director's response. The CEO, in his or her sole discretion, shall determine if the protest has been given fair and reasonable consideration by the Director, or if additional information is needed or consideration is warranted. The CEO will provide a response within ten (10) business days after receipt of the appeal. The CEO's decision is final and no further action on the protest shall be taken by The Agency. By written notice to all parties, the Director or CEO may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

F. FTA Protest Procedure

Note – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest. A protestor must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be on the grounds of federal concern. Protesters must raise any federal matters arising out of the agency's award of a third-party contract within five (5) business days of the agency's final decision of the bid protest as outlined in the Best Business Practice Manual section 4.9.

**18. ADDITIONAL SERVICES REQUEST**

The Agency 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 The Agency.

**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 The Agency unless authorized in writing by The Agency.

**20. ASSIGNABILITY**

Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a Bid and/or contract at the same prices, terms and conditions. The Agency reserves the right to assign any or all portions of Services

awarded under this Bid and/or contract. This assignment, should it occur, shall be agreed to by The Agency 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. The Agency's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. The Agency shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing service and payments to the 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 The Agency, unless the Agency has released or approved the release of that data to the public.

## **22. GRATUITIES AND KICKBACKS**

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

***END SECTION III***

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**1. CONTRACT DOCUMENTS**

Any contract resulting from this Bid shall include the following;

- INVITATION TO BID No 2023101 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%**. A separate contract goal has not been established for this procurement.
- 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 The Agency 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 successful Bidders will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

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**FORM 1-A: Required Items List and Discounts**

Table 1 – Required Items List								
Line Item	Category	Description	Case Pack Info <sup>1</sup>	Estimated Annual Quantity <sup>2</sup>	Mfg Item Number	Brand	Price Per Case Pack <sup>3</sup> (\$)	Extended Price <sup>4</sup> (\$) (Annual Estimate <sup>2</sup> multiplied by Price Per Case Pack <sup>3</sup> )
1.	Absorbent	Pad (universal)	100 PK	0	MAT240	PIG	\$	N/A
2.	Absorbent	Pad Jumbo (41" x 83")	100 PK	28	RR4183	High Point Fibers	\$	\$
3.	Absorbent	Vorban (16oz)	24 PK	2			\$	\$
4.	Absorbent	Granular (25lb)	1 EA	0	9725	EP Minerals	\$	N/A
5.	Absorbent	Ice Melt (25lb)	1 EA	0			\$	N/A
6.	Batteries	Industrial Alkaline Batteries AA	12 PK	0			\$	N/A
7.	Batteries	Industrial Alkaline Batteries AAA	12 PK	0			\$	N/A
8.	Batteries	Industrial Alkaline Batteries C	12 PK	1			\$	\$
9.	Batteries	Industrial Alkaline Batteries D	12 PK	4			\$	\$
10.	Batteries	Industrial Alkaline Batteries 9V	12 PK	0			\$	N/A
11.	Batteries	Industrial Alkaline Batteries 6V	1 PK	0			\$	N/A
12.	Broom	Angle Broom (18", metal handle, synthetic bristles)	12 PK	39	7420	Carolina Mop	\$	\$
13.	Broom	Lobby Broom	12 PK	18	CFS3685914	Carlisle	\$	\$
14.	Broom	Upright Dustpan	1 EA	20	CFS361410	Carlisle	\$	\$
15.	Broom	Counter Brush (8")	1 EA	12	CFS3622503	Carlisle	\$	\$
16.	Broom	Push Broom (18", metal handle, fine synthetic bristles)	4 PK	8	30118H	O'Dell Corp.	\$	\$
17.	Broom	Push Broom Head (18", soft flagged synthetic bristles)	1 EA	0			\$	N/A
18.	Broom	Push Broom Head (18", standard synthetic bristles)	1 EA	0			\$	N/A
19.	Broom	Push Broom Head (24", soft flagged synthetic bristles)	12 PK	3	CFS4501324	Carlisle	\$	\$
20.	Broom	Push Broom Head (24", standard synthetic bristles)	1 EA	0			\$	N/A
21.	Broom	Push Broom Head (36", standard synthetic bristle)	6 PK	2	CFS3621923603	Carlisle	\$	\$
22.	Broom	Push Broom Head (36", soft flagged synthetic bristle)	1 EA	0			\$	N/A
23.	Broom	Broom Handle (60", metal handle, 3/4" thread)	12 PK	5			\$	\$
24.	Broom	Broom Handle (54-60", wood handle, tapered)	12 PK	3			\$	\$
25.	Broom	Dust Mop Complete Kit (60" metal handle, 36" frame, 36" head)	1 EA	0			\$	N/A
26.	Broom	Dust Mop Handle w/ Clip (60")	1 EA	1	RCPM116	Rubbermaid	\$	\$
27.	Broom	Dust Mop Frame (36")	12 PK	1	RCPM2550000	Rubbermaid	\$	\$
28.	Broom	Dust Mop Head (36", launderable)	12 PK	12	G22536	O'Dell	\$	\$
29.	Broom	Dust Mop Frame (24")	1 EA	1	RCPM253	Rubbermaid	\$	\$
30.	Broom	Dust Mop Head (24", launderable)	12 EA	49	22524	O'Dell	\$	\$
31.	Broom	Scrub Brush (8", swivel, 3/4" thread)	12 PK	1	CFS36531027	Carlisle	\$	\$
32.	Bucket	Unger Rectangle Bucket (18", 6gal, plastic w/ handle)	1 EA	2	QB220	Unger	\$	\$
33.	Bucket	Round Bucket (2.5gal, w/ lid)	1 EA	0			\$	N/A

34.	Bucket	Round Bucket (5gal, w/ lid)	1 EA	0			\$	N/A
35.	Bucket	Mop/Wringer Bucket Combo (35qt)	1 EA	1	UNGQB220	Essendant	\$	\$
36.	Cleaner Ammonia	Urine Remover (32oz)	6 PK	4	CLO31415	Clorox	\$	\$
37.	Cleaner Automotive	Original Protectant (1gal)	4 PK	21	ARM10710	Armor All	\$	\$
38.	Cleaner Bathroom	NABC Concentrate (2l)	4 PK	88	471602	Spartan Chemical	\$	\$
39.	Cleaner Bathroom	TruShot 2.0 Restroom Cleaner & Disinfectant (10oz)	4 PK	2	SJN315385	SC Johnson	\$	\$
40.	Cleaner Bathroom	M95 Restroom Cleaner (1qt)	12 PK	1	711503	Spartan Chemical	\$	\$
41.	Cleaner Bleach	Outdoor (81oz)	6 PK	1	CLO32438	Clorox	\$	\$
42.	Cleaner Degreaser	Tough Duty Cleaner Degreaser (1qt)	12 PK	61	204003	Spartan Chemical	\$	\$
43.	Cleaner Degreaser	SNB-130 Non Butyl Degreaser (1gal)	4 PK	60	213004	Spartan Chemical	\$	\$
44.	Cleaner Degreaser	SNB 130 Phosphate Free Nonbutyl Degreaser (55gal)	1 DR	2	213255	Spartan Chemical	\$	\$
45.	Cleaner Degreaser	Micro Muscle Degreaser (275gal tote)	1 TOTE	22	349760	Spartan Chemical	\$	\$
46.	Cleaner Degreaser	Consume Micro Muscle Degreaser (1gal)	4 PK	9	349704	Spartan Chemical	\$	\$
47.	Cleaner Degreaser	TruShot Power Cleaner & Degreaser (10oz)	6 PK	2	SJN681021	SC Johnson	\$	\$
48.	Cleaner Disinfectant	Consume Eco-Lyzer Neutral Disinfectant (1gal)	4 PK	192	329704	Spartan Chemical	\$	\$
49.	Cleaner Disinfectant	TNT Disinfectant Aerosol (20oz)	12 PK	156	634300	Spartan Chemical	\$	\$
50.	Cleaner Disinfectant	Steriphene II Disinfectant Aerosol (20oz)	12 PK	108	607500	Spartan Chemical	\$	\$
51.	Cleaner Disinfectant	HDQ C2 Disinfectant (2l)	4 PK	53	470202	Spartan Chemical	\$	\$
52.	Cleaner Disinfectant	Foamy Q & A Acid-Based Disinfectant (32oz)	12 PK	3	320003	Spartan Chemical	\$	\$
53.	Cleaner Disinfectant	Lemon Disinfectant Spray (20oz)	12 PK	2	CL1002	Claire	\$	\$
54.	Cleaner Disinfectant	Clorox Total 360 Disinfectant (128oz)	4 PK	2	CLO31650	Clorox	\$	\$
55.	Cleaner Floor	IShine Floor Finish (5gal)	1 PL	13	405505	Spartan Chemical	\$	\$
56.	Cleaner Floor	Spartan Spray Buff (1qt)	12 PK	4	304003	Spartan Chemical	\$	\$
57.	Cleaner Floor	Step Down Floor Stripper (5gal)	1 PL	2	006505	Spartan Chemical	\$	\$
58.	Cleaner Floor	Damp Mop 8 (2l)	4 PK	8	473602	Spartan Chemical	\$	\$
59.	Cleaner Floor	TruFill Heavy Duty Neutral Floor (2lt)	2 PK	1	SJN684502	SC Johnson	\$	\$
60.	Cleaner Floor	TruFill® Heavy Duty Dispenser	1 EA	0	SJN684501	SC Johnson	\$	N/A
61.	Cleaner Glass	Glass Aerosol (20oz)	12 PK	1164	CL050	Claire	\$	\$
62.	Cleaner Glass	Glass Aerosol (20oz)	12 PK	12	621700	Spartan Chemical	\$	\$
63.	Cleaner Graffiti	Tree-Z Graffiti Remover (32oz)	12 PK	6	317103	Spartan Chemical	\$	\$
64.	Cleaner Graffiti	Graffiti Remover (20oz)	12 PK	1	CL880	Claire	\$	\$
65.	Cleaner Gum	Gum Remover Aerosol (6oz)	12 PK	24	AMR1001654	Misty	\$	\$
66.	Cleaner Gum	Gum Remover Aerosol (6.5oz)	12 PK	3	CL813	Claire	\$	\$
67.	Cleaner Insecticide	Insecticide Aerosol (20oz)	12 PK	12	682000	Spartan Chemical	\$	\$
68.	Cleaner Multi	SD-20 All Purpose Aerosol (20oz)	12 PK	35	652000	Spartan Chemical	\$	\$
69.	Cleaner Multi	Clean by Peroxy (1gal)	4 PK	12	003504	Spartan Chemical	\$	\$
70.	Cleaner Multi	Trushot 2.0 Glass & Multisurface (10oz)	4 PK	2	SJN315272	SC Johnson	\$	\$
71.	Cleaner Multi	TruShot Multi Surface (10oz)	6 PK	2	SJN681023	SC Johnson	\$	\$
72.	Cleaner Multi	Tribase Multi All Purpose (1gal)	4 PK	1	383004	Spartan Chemical	\$	\$
73.	Cleaner Polish	Furniture Polish (13.8oz)	6 PK	6	SJN301168	SC Johnson	\$	\$

74.	Cleaner Sanitizer	Sparchlor Sanitizer (15gal)	1 DR	24	309015	Spartan Chemical	\$	\$
75.	Cleaner Soap	Foam Soap (1200ml)	2 PK	202	GOJ191102CT	Gojo	\$	\$
76.	Cleaner Soap	Foam Soap (1200ml)	2 PK	19	GOJ194402	Gojo	\$	\$
77.	Cleaner Soap	Foam Soap (1200ml)	2 PK	23	GOJ536102	Gojo	\$	\$
78.	Cleaner Soap	Foam Soap (1.5L)	4 PK	5	GOJ856104	Gojo	\$	\$
79.	Cleaner Soap	Green Certified Lotion Soap (1600ml)	4 PK	15	RCP4015431	Rubbermaid	\$	\$
80.	Cleaner Soap	Foam Sanitizer (1200ml)	2 PK	48	GOJ775302	Purell	\$	\$
81.	Cleaner Soap	Blue Glo Pot & Pan Detergent (32oz)	12 PK	10	311103	Spartan Chemical	\$	\$
82.	Cleaner Stainless Steel	Stainless Steel Polish Oil Base (20oz)	12 PK	84	CL841	Claire	\$	\$
83.	Cloth	Industrial Flax 900 Heavy Duty Cloths	1 EA	1555	GPC29608	Brawny	\$	\$
84.	Cloth	Microfiber General Purpose Blue	24 PK	24	RCP1820583	Rubbermaid	\$	\$
85.	Cloth	Microfiber General Purpose Green	12 PK	12	IMPLFK300	Impact	\$	\$
86.	Cloth	Terry Towel Rags White (25lb)	1 EA	1	HOS53725	Hospeco	\$	\$
87.	Deodorizer	Airlift Air Freshener (1gal)	4 PK	256	302004	Spartan Chemical	\$	\$
88.	Deodorizer	Urinal Screen Mango	10 PK	29	FRS3WDS60MAN	Fresh Products	\$	\$
89.	Deodorizer	Urinal Screen Cotton Blossom	10 PK	7	FRS3WDS60CBLBX	Fresh Products	\$	\$
90.	Deodorizer	Urinal Screen Cucumber Melon	10 PK	1	FRS3WDS60CME	Fresh Products	\$	\$
91.	Deodorizer	Urinal Screen Spiced Apple	10 PK	1	FRS3WDS60SAP	Fresh Products	\$	\$
92.	Deodorizer	Metered Air Freshener Dispenser White	12 PK	11	CL7MADISPC	Claire	\$	\$
93.	Deodorizer	Metered Air Freshener Cinnamon Aerosol (11oz)	12 PK	5	CL122	Claire	\$	\$
94.	Deodorizer	Metered Air Freshener Mango (11oz)	12 PK				\$	N/A
95.	Deodorizer	Air Freshener Mango (20oz)	12 PK	4	CL341	Claire	\$	\$
96.	Deodorizer	Airlift Tropical General Purpose Concentrate (1gal)	4 PK	3	306704	Spartan Chemical	\$	\$
97.	Dispenser	Purell ES8 Healthy Hand Sanitizer Dispenser Graphite	1 EA	35	GOJ772401	Purell	\$	\$
98.	Dispenser	LTX12 Behavioral Health Dispenser Stainless	1 EA	20	GOJ192701	Provon	\$	\$
99.	Dispenser	LTX12 Soap Dispenser Touch Free Chrome & Black	1 EA	12	GOJ191904	Gojo	\$	\$
100.	Dispenser	Versafill 3 EGap	1 EA	2	967100	Spartan Chemical	\$	\$
101.	Duster	Dusting Pom w/Flexible Head (82" extension, 14" pom)	1 EA	13	S82EPPD	Lambskin Specialties	\$	\$
102.	Duster	StarDuster CobWeb Duster (3½" handle)	1 EA	3	UNGCOBW0	Unger	\$	\$
103.	Duster	360 Dusters Extender Kit w/ Extendible Plastic Handle	6 PK	1	PGC82074CT	Procter & Gamble	\$	\$
104.	Equipment Sprayer	Chemical Sprayer (3gal)	1 EA	2	TOC150013	Tolco	\$	\$
105.	Equipment Sprayer	Taski Sprayer BP15 Lithium Ion Battery	1 EA	1	7524819	Taski	\$	\$
106.	Garbage Caddy	Caddy Bag (fits 32-44gal)	1 EA	3	RCP264200YW	Rubbermaid	\$	\$
107.	Garbage Caddy	Caddy Bag (fits 32-44gal)	1 EA	1	CFS3691704	Carlisle	\$	\$
108.	Garbage Can	Ranger Fire-Safe Container (45gal)	1 EA	13	RCP917388BLA	Rubbermaid	\$	\$
109.	Garbage Can	Weighted Base Black	1 EA	13	RCP917700BLA	Rubbermaid	\$	\$
110.	Garbage Can	Brute Container w/ Venting Channels Gray (44gal)	1 EA	5	RCP264360GY	Rubbermaid	\$	\$
111.	Garbage Can	Brute Container Gray (55gal)	1 EA	1	RCP265500GY	Rubbermaid	\$	\$
112.	Garbage Dolly	Trash Can Dolly	1 EA	10	CFS36911	Carlisle	\$	\$
113.	Garbage Dolly	Brute Round Dolly	1 EA	1	RCP264000BK	Rubbermaid	\$	\$

114.	Garbage Liner	43 x 47 Black (2Mil, 56gal)	100 PK	2			\$	\$
115.	Garbage Liner	38 x 63 Clear (2.7mil, 60gal)	100 PK	88			\$	\$
116.	Garbage Liner	38 x 58 Clear (3mil, 60gal)	100 PK	252			\$	\$
117.	Garbage Liner	38 x 58 Clear (2mil, 60gal)	100 PK	222			\$	\$
118.	Garbage Liner	38 x 58 Black (2mil, 60gal)	100 PK	52			\$	\$
119.	Garbage Liner	38 X 58 Clear (1.3mil, 60gal)	100 PK	41			\$	\$
120.	Garbage Liner	33 X 39 Clear (1.1mil, 33gal)	250 PK	2			\$	\$
121.	Garbage Liner	30 x 36 Clear (.65mil, 20-30gal)	500 PK	1			\$	\$
122.	Garbage Liner	24 x 32 Black (.7mil, 12-16gal)	500 PK	55			\$	\$
123.	Garbage Liner	24 x 32 Clear (.35mil, 12-16gal)	500 PK	12			\$	\$
124.	Garbage Liner	24 X 32 Black (.5mil, 12-16gal)	500 PK	3			\$	\$
125.	HAZMAT	Bloodborne Pathogen Cleanup Kit	1 EA	48	IMP7354	Hillyard	\$	\$
126.	HAZMAT	70% Isopropyl Alcohol (16oz)	24 PK	1			\$	\$
127.	Hydration	Bottled Spring Water (16.9oz)	35 PK	71			\$	\$
128.	Hygiene	Pad	200 PK	6	HOSMT200	Hospeco	\$	\$
129.	Hygiene	Tampon	500 PK	3	HOST500	Hospeco	\$	\$
130.	Hygiene	Wipes	576 PK	1	HOSBULK576	Hospeco	\$	\$
131.	Mop	Mop Head (microfiber)	12 PK	12	MWTMR	O'Dell	\$	\$
132.	Mop	Mop Head (24oz, screw)	12 PK	0			\$	N/A
133.	Mop	Mop Head (24oz, clip)	12 PK	12	90124		\$	\$
134.	Mop	Mop Head (20oz, screw)	12 PK	1167	05105B	Carolina Mop	\$	\$
135.	Mop	Mop Head (20oz, clip)	6 PK	36			\$	\$
136.	Mop	Mop Head (16oz, screw)	12 PK	0			\$	N/A
137.	Mop	Mop Head (16oz, clip)	12 PK	168	90116	O'Dell	\$	\$
138.	Mop	Mop Handle (screw)	1 EA	0			\$	N/A
139.	Mop	Mop Handle (t-bar)	12 PK	48	19760	O'Dell	\$	\$
140.	Mop	Flat Mop Head (18")	6 PK	12	RCPQ800WHI	Rubbermaid	\$	\$
141.	Mop	Flat Mop Frame (18")	1	1	RCPQ560	Rubbermaid	\$	\$
142.	Mop	Floor Squeegee (36")	6 EA	3			\$	\$
143.	Paper	8.5 x 11 White 20# 92 Bright Copy Paper	10 RM	1850			\$	\$
144.	Paper	8.5 x 14 White 20# 92 Bright Copy Paper	10 RM	10			\$	\$
145.	Paper	Jumbo Roll Toilet Tissue 2 Ply (1000', 9", 3.54" core)	12 PK	394	1209	Von Drehle	\$	\$
146.	Paper	Toilet Tissue 2 Ply	80 PK	49	GPC1828001	Georgia Pacific	\$	\$
147.	Paper	Toilet Seat Covers 1/2 Fold	5000 PK	10	HOSDS5000	Hospeco	\$	\$
148.	Paper	Towel Roll (800', 7.9", 2" core)	6 PK	154	880B	Von Drehle	\$	\$
149.	Paper	Towel Roll (800', 7.9", 2" core)	12 PK	95	88012B	Von Drehle	\$	\$
150.	Paper	Towel Roll (700', 8.2", 2" core)	6 PK	1	GPC89420	Georgia Pacific	\$	\$
151.	Paper	Wiper Pop Up Box	1 EA	112	R931	Von Drehle	\$	\$
152.	Paper	Wiper Pop Up Box	1 EA	6	R943	Von Drehle	\$	\$
153.	Paper	Wiper Pop Up Box	1 EA	100	KCC34790BX	WypAll	\$	\$

154.	Paper	Wiper Pop Up Box	1 EA	49	KCC05790	WypAll	\$	\$
155.	Paper	Waxed Paper Liner	1 EA	11	HOSHS6141	Hospeco	\$	\$
156.	Paper	Kraft Paper	1 EA	2	040827	Bocks Board	\$	\$
157.	Paper	White Multifold Towel	4000 PK	2	548W	Von Drehle	\$	\$
158.	Paper	Hot Paper Cup (16oz)	1000 PK	5			\$	\$
159.	Paper	Cold Paper Cup (16oz)	1000 PK	0			\$	N/A
160.	Paper	Cold Plastic Cup (16oz)	1000 PK	0			\$	N/A
161.	Paper	Hot Paper Cup (12oz)	1000 PK	0			\$	N/A
162.	Paper	Cold Paper Cup (12oz)	1000 PK	0			\$	N/A
163.	Paper	Cold Plastic Cup (12oz)	1000 PK	0			\$	N/A
164.	Parts Doorstop	Doorstop	2 PK	4	MAS00971	Essendant	\$	\$
165.	Parts Tennant	Shunt Motor	1 EA	2	363237	Tennant	\$	\$
166.	Parts Tennant	Squeegee Assy Kit	1 EA	1	386860	Tennant	\$	\$
167.	PPE Glove	Glove Knit Size Large	12 PK	225	MPG7100	MCR Safety	\$	\$
168.	PPE Glove	Glove Nitrile Size Small (5mil)	10 BX	50	PK7001	NVBlend	\$	\$
169.	PPE Glove	Glove Nitrile Size Medium (5mil)	10 BX	150	PK7002	NVBlend	\$	\$
170.	PPE Glove	Glove Nitrile Size Large (5mil)	10 BX	160	PK7003	NVBlend	\$	\$
171.	PPE Glove	Glove Nitrile Size XL (5mil)	10 BX	190	PK7004	NVBlend	\$	\$
172.	PPE Glove	Glove Nitrile Size XX(5mil)	10 BX	0	PK7005	NVBlend	\$	N/A
173.	PPE Glove	Glove Nitrile Size Small (4.25mil)	10 BX	0	SZNGNEPSK	Impact	\$	N/A
174.	PPE Glove	Glove Nitrile Size Medium (4.25mil)	10 BX	20	SZNGNEPMK	Impact	\$	\$
175.	PPE Glove	Glove Nitrile Size Large (4.25mil)	10 BX	100	SZNGNEPLK	Impact	\$	\$
176.	PPE Glove	Glove Nitrile Size XL (4.25mil)	10 BX	130	SZNGNEPXLK	Impact	\$	\$
177.	PPE Glove	Glove Nitrile Size XX(4.25mil)	10 BX	70	SZNGNEPXXK	Impact	\$	\$
178.	PPE Respirator	Mask (general purpose)	50 PK	9	ELM100	Cordova	\$	\$
179.	PPE Respirator	Mask (N95)	20 PK	2	MLX2200N95	ORS Nasco	\$	\$
180.	PPE Vest	We Go Logo Vest Size Small	1 EA	250	RVHL2010S	Pyramex	\$	\$
181.	PPE Vest	We Go Logo Vest Size Medium	1 EA	250	RVHL2010M	Pyramex	\$	\$
182.	PPE Vest	We Go Logo Vest Size Large	1 EA	250	RVHL2010L	Pyramex	\$	\$
183.	PPE Vest	We Go Logo Vest Size XL	1 EA	250	RVHL2010XL	Pyramex	\$	\$
184.	PPE Vest	We Go Logo Vest Size XX	1 EA	250	RVHL2010X2	Pyramex	\$	\$
185.	PPE Vest	We Go Logo Vest Size XXX	1 EA	250	RVHL2010X3	Pyramex	\$	\$
186.	PPE - Tyvek	Coverall Medium	25 PK	1	S-11495E-M	Dupont	\$	\$
187.	PPE - Tyvek	Coverall Large	25 PK	1	S-11495E-L	Dupont	\$	\$
188.	PPE - Tyvek	Coverall XL	25 PK	1	S-11495E-X	Dupont	\$	\$
189.	PPE - Tyvek	Coverall XXL	25 PK	0	S-11495E-XX	Dupont	\$	N/A
190.	Scrubber Pad	Scrub Brush	1 EA	4	ORK237058	Oreck	\$	\$
191.	Scrubber Pad	Strip Floor Pad (17")	5 PK	3	MMM08379	3M	\$	\$
192.	Scrubber Pad	Eraser Burnish Floor Pad (20")	5 PK	3	MMM25858	3M	\$	\$
193.	Scrubber Pad	Burnishing Floor Pad (20")	5 PK	1	AMF401820	Americo	\$	\$

194.	Scrubber Pad	Polish Floor Pad (20")	5 PK	1	VB20WSPP	3M	\$	\$
195.	Scrubber Pad	Polish Floor Pad (20")	5 PK	1	AMF401220	Americo	\$	\$
196.	Supplies Air	Duster (10oz)	12 PK	1	FALCDS	Falcon	\$	\$
197.	Supplies Hose	TruFill Hose Hook-Up Kit	12 PK	1	SJN684503	SC Johnson	\$	\$
198.	Supplies Measurer	Measuring Cup (16oz)	1 EA	4	RCP3215CLE	Rubbermaid	\$	\$
199.	Supplies Plunger	Plunger	1 EA	4			\$	\$
200.	Supplies Sponge	Magic Eraser	6 PK	6	PGC79009	Procter & Gamble	\$	\$
201.	Supplies Sponge	Hand Pad	60 PK	60	MMM7447	3M	\$	\$
202.	Supplies Sponge	Scour Pad	60 PK	6	MMM08293	3M	\$	\$
203.	Supplies Sponge	Toilet Bowl Brush (14.5")	1 EA	1	RCP631000WE	Rubbermaid	\$	\$
204.	Supplies Sponge	Sponge w/ Scrubbing Pad	20 PK	1	MMM3000CT	3M	\$	\$
205.	Supplies Sprayer	Industrial Chemical Bottle & Sprayer Kit (32oz, 9")	1 EA	120			\$	\$
206.	Supplies Sprayer	Sprayer Plastic Bottle (32oz)	96 PK	84	LFP5032WG	Impact	\$	\$
207.	Supplies Sprayer	Trigger Sprayer General Purpose (9¼")	200 PK	84	TOC110244	Tolco	\$	\$
208.	Supplies Sprayer	Trushot 2.0 Trigger Dispenser	4 PK	2	SJN311981	SC Johnson	\$	\$
209.	Supplies Sprayer	TruFill Dispenser Head	50 PK	1	SJN309422	SC Johnson	\$	\$
210.	Supplies Squeegee	Auto Squeegee Scrubber (8" head, 21" handle)	1 EA	1	59016	Ettore	\$	\$
211.	Supplies Squeegee	18" Window Squeegee (3/4 thread)	1 EA	4	3218	Ettore	\$	\$
212.	Supplies Squeegee	14" Window Squeegee w/ Backflip (3/4 thread)	1 EA	1	71141	Ettore	\$	\$
213.	Supplies Squeegee	Auto Squeegee Scrubber (8" head, 21" handle)	1 EA	12	59016	Ettore	\$	\$
214.	Tool Extension	8' Telescoping Pole	1 EA	6	42108	Ettore	\$	\$
215.	Tool Grabber	36" Gripper w/ Magnetic Tip	1 EA	5	49036	Ettore	\$	\$
216.	Tool Grabber	48" Gripper	1 EA	0			\$	N/A
217.	Tool Scraper	Safety Scraper (1½" width, 4" length)	1 EA	5	UNGSR50	Unger	\$	\$
218.	Traffic Control	Hanging Safety Sign, Closed For Cleaning	1 EA	6	RCP9S15YEL	Rubbermaid	\$	\$
219.	Traffic Control	Wet Floor Caution Sign Yellow (25")	1 EA	4	RCP611277YW	Rubbermaid	\$	\$
220.	Traffic Control	Expandible Mobile Barrier	1 EA	1	RCP9S1100YEL	Rubbermaid	\$	\$
221.	Utensil	Fork	1000 PK	0			\$	N/A
222.	Utensil	Spoon	1000 PK	0			\$	N/A
223.	Utensil	Knife	1000 PK	0			\$	N/A
224.	Utensil	Fork (wrapped)	1000 PK	11			\$	\$
225.	Utensil	Spoon (wrapped)	1000 PK	8			\$	\$
226.	Utensil	Knife (wrapped)	1000 PK	2			\$	\$
227.	Vacuum Cleaner	Sanitaire Belt	1 EA	12	SC886	Bissell	\$	\$
228.	Vacuum Cleaner	Sanitaire Upright Vacuum (12")	1 EA	2	EURSC886G	Bissell	\$	\$
							Total <sup>5</sup>	\$

**\*\*Table 1 - Note:** Extended Price is calculated by multiplying the Annual Estimate<sup>2</sup> by the Price Per Case Pack<sup>3</sup>. The Total<sup>5</sup> is the sum of all Extended Prices<sup>4</sup> (excluding Extended Price items marked N/A). Bidders are allowed to select the Manufacturer and Brand when the fields are left blank, but the Bidders selection must match the Description specifications and Case Pack requirements. Bidder shall bid on the entire list provided in From 1-A (Table 1 – Required Items List). Any substitutes of listed brands must be approved prior to submission as described in Section II.\*\*

Table 2 - Additional Product Discounts (Bidder Catalogue) (This table is optional and an opportunity to provide additional products to the Agency. This table will not influence the award)	
Discount	%

\*\*Table 2 - Note: Bidder provided discount includes all items listed in the catalogue; the bidder is responsible for excluding any items from the list that are not eligible for the discount. Additionally, the bidder must attach a product catalogue for the Agency's review. If awarded, the catalogue submitted by the awarded bidder will be an included exhibit to the contract for future purchasing. The Agency reserves the right to purchase items listed in the bidder's catalogue at the provided discount rate for the duration of the contract.\*\*

\_\_\_\_\_

Company

\_\_\_\_\_

Authorized Signature /Date

\_\_\_\_\_

Name Printed

\_\_\_\_\_

Title



**FORM 1-B: Cleaning Equipment**

Table 3: Cleaning Equipment					
Equipment	Model Number	Brand	Price Per Unit (\$)	Order Quantity	Subtotal
Pressure Washer	1.575-207.0	Karcher	\$	4	\$
Scrubber (26")	1.008-080.0	Karcher	\$	5	\$
Scrubber (20")	1.008-016.0	Karcher	\$	4	\$
Diesel Scrubber	9.841-431.0	Karcher	\$	4	\$
Gum Remover	1.013-104.0	Karcher	\$	3	\$
Battery Doodle Scrub Deluxe w/ Extra Battery Handle	SS EBG-9-DLX-BAT	Square Scrub	\$	4	\$
Total					\$

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature /Date

\_\_\_\_\_  
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\_\_\_\_\_  
Title

**FORM 1-C: Preventative Maintenance and Flat Rates (per unit)**

Table 4	
Karcher: 1.008-080.0	Cost Per Service (recurring intervals)
Every 50 Service Hours (cyclical service)	
Clean off top of batteries.	\$
Check battery cells with hydrometer. (Wet cell only)	
Inspect scrub deck skirts and Aqua-Mizers	
Check battery connections are tight.	
100 Service Hours (cyclical service)	
Clean battery cases and battery compartment.	\$
Every 200 Service Hours (cyclical service)	
Check parking brake.	\$
Clean cables and pulleys for squeegee lift.	
Clean pivot points on squeegee and scrub deck.	
Check all motors for carbon brush wear.	
Check motor commutators.	
Check steering chain tension.	
Check chemical pump peristaltic tube.	
Every 1000 Service Hours or 2.5 Years, whichever comes first (cyclical service)	
Battery Replacement	\$

**\*\*Table 4 – Note: The above listed cost per services include all fees associated with completing the service, such as transportation, parts, supplies, and labor. Service is required to be completed on-site, unless service requires specialized equipment not easily accessible. No additional fees will be accepted.\*\***

Table 5	
Karcher: 1.008-080.0 - Emergency Repair Flat-Rates	
Equipment Retrieval/Delivery Cost	\$
On-site Service Cost	\$
Labor Rate Per Hour	\$

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature /Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

Table 6	
Karcher: 1.008-016.0	Cost Per Service (recurring intervals)
Every 50 Service Hours (cyclical service)	
Clean off top of batteries.	\$
Check battery cells with hydrometer. (Wet cell only)	
Inspect scrub deck skirt.	
Clean solution strainer inside tank.	
Check battery connections are tight.	
Every 100 Service Hours (cyclical service)	
Clean battery cases and battery compartment.	\$
Every 200 Service Hours (cyclical service)	
Check parking brake.	\$
Clean pivot points on squeegee and scrub deck.	
Check all motors for carbon brush wear.	
Check motor commutators.	
Check steering chain tension.	
Check drive chain tension.	
Every 1000 Service Hours or 2.5 Years, whichever comes first (cyclical service)	
Battery Replacement	\$

**\*\*Table 6 – Note: The above listed cost per services include all fees associated with completing the service, such as transportation, parts, supplies, and labor. Service is required to be completed on-site, unless service requires specialized equipment not easily accessible. No additional fees will be accepted.\*\***

Table 7	
Karcher: 1.008-016.0 - Emergency Repair Flat-Rates	
Equipment Retrieval/Delivery Cost	\$
On-site Service Cost	\$
Labor Rate Per Hour	\$

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature /Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

Table 8	
Karcher: 9.841-431.0	Cost Per Service (recurring intervals)
Every 50 Service Hours (cyclical service)	\$
Every 200 Service Hours (cyclical service)	\$
Every 250 Service Hours (cyclical service)	\$
Every 500 Service Hours (cyclical service)	\$
Every 1000 Service Hours (cyclical service)	\$

**\*\*Table 8 – Note: Bidders are advised to utilize Appendix A – “Inspection and Maintenance Checklist” guidelines for each Service Hour Interval, including all the activities listed. The above listed cost per service include all fees associated with completing the service, such as transportation, parts, supplies, and labor. Service is required to be completed on-site, unless service requires specialized equipment not easily accessible. No additional fees will be accepted.\*\***

Table 9	
Karcher: 9.841-431.0 - Emergency Repair Flat-Rates	
Equipment Retrieval/Delivery Cost	\$
On-site Service Cost	\$
Labor Rate Per Hour	\$

\_\_\_\_\_  
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: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____

**NOTE:** Failure to acknowledge receipt of all addenda may cause the 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 Bidder 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:**

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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
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**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
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**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 Bidder, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal through self-performance.
2. ☐ **Self-Performance & Percentage Participation:** The Bidder, 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 Bidder 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.

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Company

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

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Company

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Authorized Signature /Date

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Name Printed

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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.

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Company

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Authorized Signature /Date

---

Name Printed

---

Title

**FORM 14 – BUY AMERICA - INTENTIONALLY REMOVED**

**FORM 15 – BUY AMERICA - INTENTIONALLY REMOVED**

## Nashville Metropolitan Transit Authority

## Subcontractor Information

Bidder Name		Address	
Contact		Email	

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

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

---

Prime Contractor Signature

---

Date

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

**END SECTION IV**

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**V. CONTRACT TERMS AND CONDITIONS (PROPOSED)**

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**NOTE: This is a Proposed Contract. The Agency reserves the right to make changes to this Proposed Contract prior to execution.**

**CONTRACT NO. 2023101**

**BETWEEN**

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY**

**AND**

**[VENDOR NAME]**

**FOR [JANITORIAL GOOD, EQUIPEMENT AND SERVICES]**

This Contract No. 2023101 (hereinafter referred to as “**Contract**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Nashville Metropolitan Transit Authority (Nashville MTA) and Regional Transit Authority (RTA) (hereinafter referred to as (“**WeGo**”, “**Nashville MTA**”, “**RTA**” or the “**Agency**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and [VENDOR NAME] (hereinafter referred to as “**Contractor**”), having its principal office located at [VENDOR ADDRESS].

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. 2023101
3. Request for Proposal No. 2023101 (the “**Proposal**”)
4. Contractor’s Proposal dated \_\_\_\_\_ (collectively, the “**Contract**”)

**1. Duties and Responsibilities of Contractor**

1.1. Contractor shall provide Goods as detailed in **Exhibit C/D** (“**Goods**”) at the Agency’s multi-locations and its principal address at 430 Myatt Drive, Nashville, TN 37115, (collectively “**Facilities**”). The Goods 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 the exhibits.

1.2. In the event of a declared emergency or natural disaster, Contractor shall provide Goods priority to Nashville MTA.

1.3. The Agency may purchase additional Goods offered by the Contractor under this Contract (“**Additional Goods**”). The Additional Goods shall be agreed upon in writing with a properly executed amendment between the parties. Additional Goods shall be invoiced at the rates as

stated in the written amendment as agreed to by both parties. The rights and obligations of the parties in this Contract shall pertain and apply to “Additional Goods”, unless stated otherwise in writing.

## **2. Term**

2.1. This Contract shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2023. The initial term of this Contract shall continue for a three (3) year period, unless otherwise terminated as provided herein (the “**Term**”). This Contract may be extended by a properly executed amendment for two additional one (1) year terms as may be offered by Nashville MTA, in Nashville MTA’s sole discretion.

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

2.3 This Contract may be subject to annual or periodic performance review between the contracting officer, project managers and the Contractor ensuring the Goods provided meet or exceed quality, performance and delivery and ensuring the overall performance of this Contract terms and conditions.

## **3. Compensation/Invoices**

3.1. For the Goods, Contractor is entitled to receive \$ \_\_\_\_\_ as set forth in **Exhibit C/D**.

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

3.3. Contractor shall submit invoices via email to: [MTA.AccountsPayable@nashville.gov](mailto:MTA.AccountsPayable@nashville.gov)

## **4. Acceptance**

4.1. If the Goods 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 Goods. Acceptance of delivery of the Goods shall not release Contractor from liability for Contractor’s other obligations and duties as provided herein.

4.2. Approval or acceptance by the Agency of any of Contractor’s Goods 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 the Agency’s approval or

acceptance be deemed to be the assumption of responsibility by the Agency for any defect or error in the Goods provided by the Contractor, its employees, associates, agents, or subcontractors.

## **5. Taxes & Freight**

5.1. The Agency shall not be responsible for any sales or other taxes that are imposed on Contractor. Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Agency.

### **5.2. Freight Handling and Transportation**

5.2.1 All Goods must be shipped F.O.B. Destination, Freight Prepaid by Contractor, and Inside Delivery.

5.2.2 The Contractor or supplier assumes all risks and responsibility for freight charges, bears the freight expense, owns the Goods in transit, and files transportation claims if warranted.

## **6. Warranty and Warranty Period**

6.1. Contractor warrants that the Goods delivered hereunder will be free from material defect in materials and workmanship. Contractor warrants that the Goods provided by Contractor reflect industry standards, procedures and performances. Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the Goods provided 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 Goods pursuant to this Contract.

6.2. Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Goods. 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 Goods. 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 Goods.

6.3. Warranty Period is defined as a period of \_\_\_\_\_ **year(s)** beginning on the date Nashville MTA accepts the Goods 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 Goods 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 Goods.



## **7. Title Warranty**

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

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

7.3. In the event use of the Goods are restricted or interfered with as a result of any such encumbrance, Contractor shall, at its cost, procure non-encumbered Goods for the Agency which are equal substitutes, in the Agency's discretion, for the Goods in all material respects, or obtain for the Agency the right to use the Goods without encumbrances, or require the return of the affected Goods and refund to the Agency all monies paid by the Agency for such Goods. Nothing in this **Section 7** shall preclude the Agency from exercising any rights or remedies as provided elsewhere in this Contract.

## **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 the Covered Entities to the extent that it is based on a Claim that the Goods or other work products furnished infringe a copyright, trademark, service mark, or patent. The Contractor shall further indemnify and hold harmless to the fullest extent permitted by law, and as set forth in **Section 14**, the Covered Entities against any award of damages and costs made against the Covered Entities or in any settlement agreement of a Claim authorized in writing by both parties.

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

8.2.1. Procure for the Agency the right to continue using the products or Goods.

8.2.2. Replace or modify the alleged infringing products or Goods with other equally suitable products or Goods that are satisfactory to the Agency, so that they become non-infringing.

8.2.3. Remove the products or discontinue the Goods and cancel any future charges pertaining thereto.

8.2.4. Provided, however, that Contractor will not exercise option 8.2.3 until Contractor and the Agency have agreed and determined that options 8.2.1 and 8.2.2 are impractical.

8.3. Contractor shall have no liability to the Agency, however, if any such infringement or Claim thereof is based upon or arises out of:

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

8.3.2. The use of the Goods or other work products in a manner for which the Goods or other work products were neither designated nor contemplated;

8.3.3 The claimed infringement in which the Agency has any direct or indirect interest by license or otherwise, is separate from that granted herein; or

8.3.4 Any alteration or modification made to the Goods by any party other than Contractor or its agent;

Nothing in this **Section 8** shall preclude Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

## **9. Works for Hire and Software License**

9.1. If Contractor provides any services in connection with providing the Goods, Contractor acknowledges that all such services under this Contract are “work(s) for hire” within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Nashville MTA all rights and interests Contractor may have in the services it prepares under this Contract, including any right to derivative use of the services and agrees to the provisions below regarding works for hire and software licensing.

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

9.3. The term “**Documentation**” as used herein shall mean all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical or other components, features or requirements, of the Software. Contractor shall provide Nashville MTA with

complete and accurate Documentation for all Software prior to or concurrently with its delivery, and as necessary from time to time.

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

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

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

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

9.8. Contractor, if requested by Nashville MTA, shall execute all necessary documents to enable Nashville MTA to protect Nashville MTA's rights under this Section 9.

## **10. Termination**

10.1. 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**"), the Agency shall have the right to terminate this Contract provided Contractor fails to cure such Default within thirty (30) days of the Agency'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.

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

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

10.4. In the event of a termination under Section 10.2. or 10.3., Contractor will be compensated in accordance with the Goods that have been delivered up to the date of termination as well as reasonable closeout costs including but not limited to payment for Goods previously ordered and

completed but not delivered and any restocking charges for articles returned by Contractor to its vendors as a result of such early termination.

10.5 The provisions of Sections 6, 7, 8, 9, 10, 11, 14, 15, 20 and 25 shall survive the termination of this Contract.

## **11. Maintenance of Records and the Agency Property**

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

11.2. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Agency or their duly appointed representatives. Accordingly, notwithstanding anything in **Section 11.2** to the contrary, Agency maintains the right at any time to request copies of records as may be required by law, regulation or MTA's reasonable business needs.

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

11.4. The Agency 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 Goods. Contractor shall treat any such data and information as strictly confidential.

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

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

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

## **12. Independent Contractor/Subcontractors**

12.1. 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 the Agency 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 the Agency nor Contractor shall hold itself out in a manner contrary to the terms of this **Section 12** nor shall the Agency or Contractor become liable for any representation, act, or omission of the other party contrary to the terms of this **Section 12**.

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

12.3. In addition to the other requirements of Contractor set forth herein regarding subcontractors, Contractor shall not subcontract any of its rights or responsibilities in this Contract without the prior written approval of the Agency. Contractor shall remain fully responsible for the Goods of the subcontractor and for supervising the performance of the Goods by the subcontractor.

The Agency is not subject to any liability of any kind with respect to any subcontractor nor do subcontractors obtain any rights against the Agency under this Contract.

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

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

### **13. Waiver**

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

### **14. Indemnity and Contractor Responsibility**

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

14.1.1. Any third party claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys’ fees, for injury to or death of any person or damage to property (“**Claims**”), arising from the Goods under this Contract, and/or from the alleged negligent and/or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors (including third parties, in connection with the performance of this Contract, and,

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

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

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

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

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

## **15. The Agency Owned Data**

15.1. The Agency will own and retain rights to all of its data. If data needs to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat the Agency information as strictly confidential.

## **16. Insurance**

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

- a) ☒ Products Liability Insurance in the amount of one million (\$1,000,000) dollars (If the Contractor will be shipping to a receiving department at the Agency)
- b) ☒ General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.

- c) ☒ Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.
- 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) ☒ Umbrella/Excess Liability shall be provided by contractor based on contract value amount. The Umbrella/Excess Liability insurance limits are as follows:
- For contract amount under \$5,000,000: At least \$1,000,000 limit
  - For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
  - For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
  - For contract amount over \$50,000,000: At least \$10,000,000 limit

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

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

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

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



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

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

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

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

## **17. Employment and Nondiscrimination**

17.1. 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.

17.2. 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.

17.3. 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 the Agency.

## **18. Ethical Standards**

18.1. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept or agree to accept from any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract, subcontract, solicitation or Bid therefore.

18.2. 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.

18.3. Breach of the provisions of this **Section 18** 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 the Agency contracts.

## **19. Assignment-Consent Required**

19.1. 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 the Agency. Any such assignment of transfer shall not release Contractor from its obligations hereunder.

19.2. 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. The Agency 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 the Agency and Contractor. Once assigned, each agency will enter into its own agreement and be solely responsible to Contractor for obligations for the Goods assigned. The Agency's right of assignment will remain in force over the Term. The Agency 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.

## **20. Remedies**

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

20.2. In the event of breach or Default of the Contract by either party, in addition to any other remedies set forth herein, the breaching party shall be liable to the other party for direct damages arising from the breach or Default thereof, including the costs and reasonable attorneys' fees for

the enforcement thereof. Except where otherwise expressly stated, 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 the non-breaching party 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.

## **21. Governing Law and Venue**

21.1. 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.

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

## **22. Entire Agreement**

22.1. 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.

22.2. Notwithstanding the foregoing, Contractor agrees that this Contract is subject to modification by the Agency to the extent necessary to comply with federal, state or local regulations, which may govern this Contract. The Agency shall provide written notice to Contractor of any such modification. In the event that such modification causes Contractor additional expense or requires additional time for completion Contractor may request a Change Order.

## **23. Compliance with Federal Regulations**

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

## **24. Export**

24.1. Contractor represents and warrants that the Goods and documentation related thereto shall not be disclosed to any foreign national, firm, or country, nor shall be exported from Canada or 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 the Agency for any breach of this representation.

## **25. Force Majeure**

25.1. 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.

## **26. Severability**

26.1. 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.

## **27. Notices**

27.1. 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.

The Agency: WeGo Public Transit  
430 Myatt Drive  
Nashville, TN 37115  
Attn: Procurement Department

Contractor: [CONTRACTOR NAME]  
[CONTRACTOR ADDRESS]  
[CONTRACTOR ATTENTION TO]

**28. Counterparts**

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

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

**NASHVILLE MTA**

**[CONTRACTOR]**

\_\_\_\_\_  
Stephen G. Bland, Chief Executive Officer

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Appendix A - Inspection and Maintenance Checklist**  
**(Attachment to Required Form 1-C)**

Checklist located on the following page.

## Inspection and maintenance checklist

### Scouring and vacuum machines - Ride-on - B 300

Date		Order No.	
Customer No.		Machine type	
Type No.		Serial no.	
Year of manufacture		Operating hours	
Purchase date			

Name of tester		Signature	
Name of customer		Signature	

	Measured values	Measuring unit	Recommended preventive exchange according to operating hours	Checking interval after operating hours (or min. 1x per annum)	Not required / available	OK	Not OK	Repair
<b>Safety check according to national specifications</b>								
Safety check according to national specifications				200				
<b>Electrical appliance and operating console</b>								
<b>General:</b>								
Electrical safety. Danger for person, object and environment. Shut machine down. Disconnect the mains plug. Disconnect battery.				500				
<b>Batteries – traction batteries – starter batteries:</b>								
Function and state: Battery				250				
Check battery plugs, battery connector fastening and Li-battery for external damage and leaking fluids			50	250				
Check battery plugs for oxidation				250				
Check open-circuit voltage after charging		V		250				
<b>Electrical connections:</b>								
Function and state: Electrical connections Check of the cables, plugs, screw contacts, fuses, casings, protective conductors, relays and switch fit				500				

	Measured values	Measuring unit	Recommended preventive exchange according to operating hours	Checking interval after operating hours (or min. 1x per annum)	Not required / available	OK	Not OK	Repair
Check for oxidation of and damage to lines/connections to all electrical parts				500				
<b>Electric control:</b>								
Function and state: Electrical connections in the electronics system Inspection of the pipes, check plugs, fuses, bolted connections, protective earth conductor and display for function, read the error memory, ...				500				
Check control for contamination and damage, read the error memory.								
<b>Operator and display elements:</b>								
Function and condition: Switch on the control panel, display, indicator lights on the control panel, indicator lights on the sweep load flap, brush contact pressure potentiometer, horn button, key switch, fresh water tank reed switch, oil temperature sensor, waste water tank filling level sensor, lever/pedal, sweep container flap microswitch, optical/acoustic signal transmitters, water temperature sensor, lambda sensor, steering pressure sensor, hand-brake Bowden cable				500				
Check ease of movement of the foot pedals				500				
<b>Electric actuators:</b>								
Function and condition: Lifting motor suction bar, lifting motor brush head, lifting motor side apron, waste water tank suction turbine, suction turbine sweep system, water pump, filter vibrator, reverse buzzer, water solenoid valve, sweep flap hydraulics solenoid valve, transformer, contactor, starter, water solenoid valve, flashing beacon, "scrubber" and "engine" relays, generators and oil cooler				500				
<b>Filling system</b>								
<b>Fresh water tank:</b>								
Function and state: Fresh water tank, cover, sealings, hoses Checking for damages, cracks, leakage, pollution, wear, ...				500				
<b>Waste water tank:</b>								
Function and state: Waste water tank, cover, sealings, hoses, floats, fluff filters, suction channels Checking for damages, cracks, leakage, pollution, wear, ...				500				
Check float, float cage, mesh, suction channel, suction hose and drainage hose, clean them if necessary				500				



	Measured values	Measuring unit	Recommended preventive exchange according to operating hours	Checking interval after operating hours (or min. 1x per annum)	Not required / available	OK	Not OK	Repair
<b>Suction system</b>								
<b>Suction turbines:</b>								
Function and state: Suction turbine, storage, opening for cooling air, sound proofing, seals, carbon brushes Check for power intake, contamination, low resistance, mountings, wear and tear of the sound proofing, wear of the carbon brushes (replace after 1000 hours - recommendation: replacement of the suction turbine)		A		500				
<b>Vacuum bar:</b>								
Function and state: Vacuum bar Checking for damages, pollution, settings, faulty parts, wear, suitability, ...				500				
<b>Suspension suction bar:</b>								
Function and condition: Suspension, Bowden cable, lifting mechanism, lifting motor Check swivel range, tilt adjustment, lifting motor setting, microswitch, current consumption at impact points and noise generation.		A		500				
<b>Traction system</b>								
<b>Chassis:</b>								
Function and condition: Wheels Checking for noise, wear and ease of movement				500				
<b>Brakes:</b>								
Function and condition: Brake jaws, hand lever				250				
<b>Lubrication:</b>								
Grease lubricating nipple				250				
<b>Drive</b>								
<b>Combustion engine – LPG:</b>								
Function and condition: Combustion engine, accelerator cable				250				
Check oil level				250				
Change the oil and oil filter			50	250				
Check cooling fins, air filter and spark plugs and clean them if necessary				250				
Check the condition and tension of the v-belt				250				

	Measured values	Measuring unit	Recommended preventive exchange according to operating hours	Checking interval after operating hours (or min. 1x per annum)	Not required / available	OK	Not OK	Repair
Check operating and idle speed under load/without load				500				
Check cylinder head, oil pan and connectors for leaks				500				
Check coolant hoses				500				
Check the starter function				500				
Check the function and condition of the exhaust system				500				
Check the lambda control function				500				
Exhaust gas test as per national regulations				500				
Carry out leak test, pressure test, function test of the LPG system				500				
Replace the coolant completely				1000				
Check valve seat, engine valve clearance, gas mixers evaporator/pressure regulator and gas solenoid valve				1000				
Replace gas filter and spark plugs				1000				
Clean the cylinder head				1000				
Replace cooling circuit hoses, rubber hose connections				2000				
<b>Combustion engine – diesel:</b>								
Function and condition: Combustion engine, accelerator cable				250				
Check oil level				250				
Change the oil and oil filter			50	250				
Check cooling fins, air filter and spark plugs and clean them if necessary				250				
Check the condition and tension of the v-belt				250				
Check operating and idle speed under load/without load				500				
Check cylinder head, oil pan and connectors for leaks				500				
Check coolant hoses				500				
Check the starter function				500				
Check the exhaust system, injection pump and injector nozzles				500				
Exhaust gas test as per national regulations				500				
Replace the coolant completely				1000				
Check engine valve clearance, compression and valve seat				1000				

	Measured values	Measuring unit	Recommended preventive exchange according to operating hours	Checking interval after operating hours (or min. 1x per annum)	Not required / available	OK	Not OK	Repair
Clean the cylinder head				1000				
Replace cooling circuit hoses, rubber hose connections				2000				
<b>Hydraulics</b>								
<b>General:</b>								
Function, condition and tightness: all lines, connections and components			50	500				
Replace hydraulic oil filter			50	500				
Check oil level of the oil tank			50	500				
Check system pressure and the two way valve				500				
Replace hydraulic oil				1000				
<b>Valve block:</b>								
Check valve block function, condition and tightness				500				
<b>Sweep flap control block:</b>								
Function, condition and tightness of the sweep valve control block				500				
<b>Oil cooler:</b>								
Check oil cooler condition, function and tightness Check air flow rate and cooling performance				500				
<b>Hydraulic pump:</b>								
Check hydraulic pump condition, function and tightness				500				
<b>Hydrostat:</b>								
Check hydrostat condition, function and tightness				500				
<b>Steering:</b>								
Function and condition: Control unit and steering cylinder Check for ease of movement and steering clearance, control pressure and turning circle				500				

	Measured values	Measuring unit	Recommended preventive exchange according to operating hours	Checking interval after operating hours (or min. 1x per annum)	Not required / available	OK	Not OK	Repair
<b>Travel drive:</b>								
Function and state: Drive wheels, steering rollers Checking for mounting, wear, suitability, easy movement, ...				500				
<b>Roller brush:</b>								
Function and condition: Drive motor Check for leaks and speed				500				
<b>Side brushes:</b>								
Function and condition: Drive motor and cylinder Check for leaks and speed				500				
<b>Waste container lifting cylinder:</b>								
Function and condition: Lifting cylinder Check for leaks				500				
<b>Floor working head</b>								
<b>Brush head:</b>								
Function and condition: Brush housing, sweep bin, splash guard, brush, brush level, angle of inclination, brush contact pressure, water distribution, drive shafts, towing arm flange, bearing Check speed, direction of rotation, damage, contamination, water distribution (reverse), low resistance, missing parts, wear and suitability of the splash guard, brush wear and suitability		A		250				
<b>Lifting mechanism - brush head:</b>								
Function and state: Lifting mechanism, suspension, joints, locking pedal brush head, push rod Check for damage, ease of movement, movability, mounting, soiling, settings, missing parts, lifting motor current consumption, wear,		A		250				
<b>Water System</b>								
Function and state: Water dosing, water dosing valve, water pump, pump head, fresh water filter, hoses, filling level display Checking the power intake of water pump, settings, uniformity of water distribution (reverse) water volume, leakage, pollution, damages, faulty parts, RM-suitability,...		A		250				

	Measured values	Measuring unit	Recommended preventive exchange according to operating hours	Checking interval after operating hours (or min. 1x per annum)	Not required / available	OK	Not OK	Repair
<b>Attachment sets</b>								
Rotating beacon:								
Function and fastening: Flashing beacon				500				
ABS STVZO lights:								
Function and fastening: ABS STVZO lights				500				
ABS roof cover:								
Function and fastening: Protective roof, washer				500				
Final clean								
Cleaning the machine:								
Cleaning the exterior as well as interior of the machine. Coarse soiling is removed from the interior. The exterior of the machine is cleaned by means of cleaning agents. The exterior <b>must</b> show a <b>clearly improved</b> optical condition after each inspection / servicing.				200				

## **Exhibit B -Tennessee State Contract Clauses**

### **Conflicts of Interest.**

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

### **Lobbying.**

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

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

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

### **Nondiscrimination.**

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

### **Public Accountability.**

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

#### **Public Notice.**

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

#### **Records.**

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

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

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

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

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

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

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

#### **Environmental Tobacco Smoke.**

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

**Additional Exhibits to be Included to Executed Contract**

**EXHIBIT A – Federal Transit Administration Clauses**

**EXHIBIT C – Scope of Services**

**EXHIBIT D – Cost Proposal / Bidder Discounted Catalogue / Maintenance Plan**

**EXHIBIT E – DBE Goal (If Applicable)**