



REQUEST FOR BID (RFB)

2019933

Armored Car & Cash Processing Services

Date Issued: June 17, 2020

Bid Due: July 15, 2020 @ 1:00p.m. CT

FACILITATOR:

Rachel Johnson

Procurement & Project Administrator

QUESTIONS & CLARIFICATIONS:

Questions, clarifications, and other inquiries related to this Sole Source Bid should be sent via e-mail to:

rachel.johnson@nashville.gov

WeGoTransit.com | 615-862-5950

A service of Nashville MTA

REQUEST FOR BIDS 2019933
ARMORED CAR & CASH PROCESSING SERVICES

**Nashville MTA
Main Office
430 Myatt Dr
Nashville, TN 37115**

**BIDS DUE:
July 15, 2020 at 1:00 p.m. (CT)**

Nashville Metropolitan Transit Authority (Nashville MTA, "Agency") is soliciting Bids from firms qualified to provide Armored Car & Cash Processing Services for Myatt & Nestor Locations.

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ADDENDA REQUEST

Bidders are not to contact other Agency personnel with any questions or clarification concerns in reference to this RFB. The Procurement Department will provide all official communication concerning this RFB. Addenda request **MUST** be submitted prior to due date in order to receive copies or notices of addenda. **Complete and submit this page to receive addendums directly to your email.**

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR BID (RFB) and do herein request copies or notices of addenda. The information requested below must be received **no later than, 1:00 p.m. Central Time (CT), June 29, 2020** at the address above; or via e-mail at rachel.johnson@nashville.gov.

Company Name: _____ **Phone Number:** _____

Address: _____

Email Address: _____ **Point of Contact:** _____

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by Rachel Johnson, Procurement & Project Administrator, at the address above or via e-mail at rachel.johnson@nashville.gov **no later than 1:00 p.m. CT, June 29, 2020.**

BID DEADLINE

Bids will be accepted, at the Agency's office located at 430 Myatt Drive, Nashville, TN 37115, **until 1:00 p.m. CT, July 15, 2020.** Bids received after this date and time will not be accepted. Bids are not opened with regular mail.

1. INTRODUCTION

1.1 ABOUT MTA

The Mission of Nashville Metropolitan Transit Authority (MTA) is to provide public transportation services to our community and its visitors so they can achieve greater mobility and experience a cleaner, healthier environment with less traffic congestion.

Nashville MTA provides public transportation services, including local and express routes, to citizens and visitors within the Metropolitan Nashville area. MTA is a component unit of the Metropolitan Government of Nashville & Davidson County. In addition to service within Davidson County, Nashville MTA is contracted by the Regional Transportation Authority (RTA) to provide management services for RTA and to operate express services to the surrounding communities of Brentwood, Franklin, Thompson Station, Spring Hill, Smyrna, Murfreesboro, La Vergne, Clarksville, Gallatin, Hendersonville, Joelton, and Springfield, as well as some connecting service with the Music City Star commuter train. In addition, the Nashville MTA provides door-to-door paratransit services (AccessRide) for seniors and people with disabilities that are unable to ride the fixed routes. For additional information and history of Nashville MTA, please visit www.NashvilleMTA.org.

1.2 OVERVIEW

The Nashville MTA is soliciting Bids and intends to award a Contract to the successful Bidder who shall provide armored car and cash processing services. Refer to Section 3 for a detailed description of the scope of services of RFB.

Nashville MTA shall enter into a fixed price contract for the Services. The contract shall be for a term of (5) five years with three (3) additional one (1) year options.

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

1.3 RFB SCHEDULE

The following estimated time line should be used as a working guide for planning purposes. Nashville MTA reserves the right to adjust this time table as required during the course of the RFB process. The Nashville MTA will make good faith efforts to notify potential Bidders 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 posted on Nashville MTA's Web site, <http://www.nashvillemta.org/Nashville-MTA-procurement-list.asp>.

Optional Pre-Bid On-site Walk through (430 Myatt Dr. Nashville, TN 37115)	SCHEDULED UPON REQUEST
Deadline for Questions & Clarification	Monday, June 29, 2020 at 1:00p.m. CT
Bid Due Date	Wednesday, July 15, 2020 at 1:00p.m. CT

1.4 COST INCURRED BY BIDDER

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

1.5 EVALUATION OF BIDS

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

The Evaluation Committee will apply the evaluation criteria set forth in Section 1.6 of this RFB or in any addenda issued. A detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Evaluation Committee may request additional information, request an interview, request a presentation, or request revised and/or best and final offers.

1.6 EVALUATION SCORING MEASURES

The Evaluation Committee will evaluate Bids received on the following factors. Please note: Bidders must submit all Parts and Subparts requested in Section 4 to be considered responsive, even though points are not assigned to each Part. If a bidder fails to address any Part or Subpart, Bid will be considered nonresponsive.

	EVALUATION CRITERIA	POINTS
Part 1.	<u>Company Information, Minimum Qualifications, Experience, and References</u> (Qualifications Response Part 1. A – D)	0
Part 2.	<u>Understanding of the RFB</u> (Qualifications Response Part 2. E-J)	0
Part 3.	<u>Lowest bid</u> (Qualifications Response Part 3. K)	100
Part 4.	<u>Required Forms</u> (Qualifications Response Part 4. L)	0
Part 5.	<u>Acceptance or Exceptions of Proposed Contract Terms and Conditions</u> (Bid Response Part 5. M-N)	0
Part 6.	<u>Additional Information and Comment</u> (Qualifications Response Part 6. O)	0
	Total Maximum Score	100

1.7 BIDS ACCEPTED

Each Bidder submits their Bid with the understanding that the acceptance in writing by Nashville MTA of the offer to furnish the services requested shall constitute a contract between the Bidder and Nashville MTA, which shall bind the Bidder to furnish the services in accordance with conditions and requirements of Nashville MTA. A formal contract will be signed between Nashville MTA and the successful Bidder.

1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with this project, the MTA has not established a specific goal for Disadvantaged Business Enterprise (DBE) participation. Bidders are required to make good faith effort to cooperate with Nashville MTA in meeting its commitments and goal of 6% for goods and services. 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).

2. INSTRUCTIONS TO BIDDERS

2.1 REQUESTS FOR CLARIFICATION

If any Person submitting a Bid is in doubt as to the true meaning of any part of the Scope of Services or other RFB documents, or finds discrepancies or omissions in the RFB, Bidders may submit a written request for an interpretation or correction to the Procurement Department by Monday, June 29, 2020 @ 1:00 p.m. **Only written requests will be accepted.** E-mailed questions to the Procurement Department are acceptable. Faxed questions are not recommended because Nashville MTA cannot guarantee receipt or response to these requests. The person submitting the request will be responsible for its prompt delivery and verification of delivery.

The request must be fully supported with detailed information and reference to a section of the RFB or Addenda, if applicable, to assist Nashville MTA in determining whether the request is valid or not. Any corrections or changes to this RFB will be posted on the Nashville MTA Procurement website and distributed to recipients who submit the "Addenda Request Form" to the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any Bidder.**

2.2 DELIVERY OF QUALIFICATIONS

The Bidder must submit one **(1) original hardcopy and one (1) electronic copy (USB or emailed PDF)** of the Bid with all required forms by **Wednesday, July 15, 2020 at 1:00 p.m. (CT)** to the following address:

Rachel Johnson
Rachel.johnson@nashville.gov
Procurement & Projects Administrator
Nashville MTA
430 Myatt Drive
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with **"2019933 ARMORED CAR and CASH PROCESSING SERVICES"** and **"DO NOT OPEN WITH REGULAR MAIL."** on the lower left side. Nashville MTA will not consider Bids received after the time and date specified. **All Bids will be logged upon receipt indicating the date and time by the Procurement staff member.**

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.

BIDS WILL NOT BE OPENED PUBLICLY.

Nashville MTA reserves the right to cancel, postpone, or extend the date and time for submitting Bids at any time. Such occurrences will be posted in writing on the Nashville MTA Procurement website and will be e-mailed to all Bidders that have submitted the Required Addenda Request Form. Nashville MTA reserves the right to reject any or all Bids, to waive any or all informalities or irregularities in the Bids received, to investigate the Bids and experience of any Bidder, to reject any provisions in any Bids, to modify RFB contents, to obtain new Bids, and to negotiate the requested services and contract terms with any Bidder. Nashville MTA reserves the right to award the RFB for requested goods & services in full, in part and/or a single item to one or more Bidders. Nashville MTA will determine the most responsive Bidder whose Bids are most advantageous. The Board of Directors will give final approval for the award of goods and services.

The submission of Bids shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the RFB, 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 with Nashville MTA in accordance with the terms and conditions set forth in this RFB, any addenda, and proposed contract. Bids shall be valid for a minimum period of one hundred and twenty days (120) from the proposed closing date for acceptance by Nashville MTA.

2.3 BIDS WITHDRAWAL

Bidders will be given permission to withdraw their Bids after it has been delivered to Nashville MTA provided Bidder makes their request by e-mail or on organizations letterhead, twenty four (24) hours prior to the Bids 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 Rachel Johnson, 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 Bidders expense.

2.4 UNACCEPTABLE BIDS

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

2.5 REJECTION OR ACCEPTANCE OF BIDS

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

2.6 PUBLIC RECORDS/CONFIDENTIALITY

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

2.7 FORMS PROVIDED

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

3. SCOPE OF SERVICES

The scope of services consists of Cashiering & Armored Car Services for the Myatt and Nestor MTA Locations.

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

- Nestor Location 1 - Two (2) vaults per day, Monday – Friday (5 days per week):

130 Nestor Street
Nashville, TN 37210

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

430 Myatt Drive
Nashville, TN 37115

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

- Pick-up mobile vault(s) containing all cash and coin from farebox collection vaults at each location
- Transport mobile vaults, cash and coin to secure counting facility via armored car
- Sort, count and collate money
- Prepare money for fed-ready deposit
- Prepare documentation for deposit
- Deliver deposit to US Bank via armored car
- Send electronic statement for each deposit by the following business day
- Each pick-up requires \$50,000 liability coverage.

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

Following each pick-up, the Bidder's armored car must take mobile vault(s) to a counting facility that is equipped with a glass-walled money counting room equipped with sufficient controls and video surveillance to ensure proper accounting for all collected funds. Bidder's counting facility must provide sufficient safeguards to detect any discrepancies that may exist.

Minimum of 15-minutes of on premise time should be allotted per pick-up.

3. PROCESS SCHEDULE & REPORTING REQUIREMENTS:

Day 1: Pick-up Deposit

Day 2: Process Money (sort, count, prepare for delivery to bank)

Day 3: Deliver to bank and provide a Detailed Deposit Report via email or access to secure website with the pertinent information by noon. The report must include a breakdown by denominations. Coins are deposited separately from currency, so there are two reports issued:

- **Coins** are broken down into: \$1, \$0.50, \$0.25, \$0.10, \$0.05 and \$0.01.
- **Currency** are broken down into: \$20, \$10, \$5, \$2 and \$1.

4. VEHICLE REQUIREMENTS:

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

5. MOBILE VAULT SPECIFICATIONS:

DIMENSIONS 31 X 37 X 30

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

4. BID RESPONSE FORMAT REQUIREMENTS

Responses from Bidders shall include all the items listed below in the order shown. Each Part and subpart should be clearly labeled, with pages numbered and separated by tabs. This format is necessary for evaluation purposes.

Bids shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFB. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Please be advised that the Parts and Subparts referenced below are the minimum requirements requested by Nashville MTA.**

Bids shall include six (6) tabbed sections, Part 1, Part 2, Part 3, Part 4, Part 5, and Part 6 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. COMPANY INFORMATION, EXPERIENCE, AND REFERENCES

- A. Include a Cover Letter of Introduction and an Executive Summary of the Bid. In this section it should clearly state the RFB contact person, title, and contact information.
- B. Briefly introduce your firm, providing a summary of administration, organization and staffing of your firm, including multiple offices, if applicable.
- C. Describe the experience of the firm in the last thirty-six (36) months in performing services of similar size and scope.
- D. Provide references for similarly successful projects from three (3) governmental agencies (or regional districts), including the name of the agency, contact name, telephone, fax, and email address.

PART 2. UNDERSTANDING OF THE RFB

- E. Provide a summary of your understanding of the Scope of Work identified in Section 3. Discuss each Task and Deliverable mentioned as well as any additional Tasks or Deliverables your firm believes are necessary to complete the final project as described.
- F. Provide your expectations from Nashville MTA including support staff and resources.
- G. Describe your overall project approach and implementation plan (including timeline) for this project.

- H. Explain your reporting methods such as web-access and the availability of the report from the time of pickup.
- I. Describe the proposed time schedule for each location.
- J. Provide an explanation of how Nashville MTA will be able to identify authorized staff. How will changes in authorized staff be communicated to Nashville MTA?
- K. Provide information regarding customer service support including hours of availability.

PART 3. COST

- L. In order to evaluate the pricing for each Bid received, Nashville MTA requests that the firms interested in responding complete Form 1, located in Section 6. Bidder must attach to Cost Form a detailed cost list that include, but not limited to the following:
 - 1. A breakdown of Monthly Rate
 - 2. Fuel Charges
 - 3. Hourly Rates
 - 4. Holiday Days
 - 5. Weekend Fees

PART 4. REQUIRED FORMS

- M. Please review, sign, and include each of the following General and FTA Federal Forms found in this RFB. If a form is not applicable to your organization please indicate not applicable and submit.

- Form 1. Cost Form
- Form 2. Acknowledgement of Addenda
- Form 3. Affidavit of Non-Collusion
- Form 4. Bidder Certification of Eligibility
- Form 5. Compliance with Specifications
- Form 6. Disadvantaged Business Enterprise Compliance Statement *Removed
- Form 7. Affidavit of Compliance *Removed
- Form 8. Certificate of Authority
- Form 9. Lobbying
- Form 10. Certification Regarding Debarment and Suspension
- Form 11. Certification of Lower-Tier Participants Regarding Debarment & Suspension
- Form 12. References
- Form 13. Affidavits
- Form 14. Notice to Bidders
- Form 15. Buy America *Removed
- Form 16. Buy America *Removed
- Form 17. Subcontractor Information

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

PART 5. ACCEPTANCE OF PROPOSED CONTRACT TERMS AND CONDITIONS

- N. Indicate any exceptions to the scope of services, general terms and conditions, federal clauses, or other requirements listed in the Proposed Contract.

Signature is not required on the Proposed Contract included in the RFB; however, any exceptions or proposed changes to the terms and conditions must be proposed on a separate attachment. Nashville MTA reserves the right to make changes to the Proposed Contract.

PART 6. ADDITIONAL INFORMATION AND COMMENT

- O. Include any additional information that is pertinent but not specifically asked for elsewhere.

5. GENERAL TERMS AND CONDITIONS & FTA CLAUSES

5.1 GENERAL TERMS AND CONDITIONS

General Terms and Conditions with forms requiring signature must be completed and submitted with Bids to be considered for award. All Required Forms are found in Section 6. If a form is not applicable, Bidders should submit and write "Not Applicable".

A discussion of each applicable term and/or condition follows:

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 RFB and any contract entered into.

2. BIDDER AFFIDAVITS NON-COLLUSION

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

3. INSURANCE REQUIREMENTS

The Bidder shall obtain and maintain throughout the contract period, at the successful Bidder's own expense, the following types of insurance with limits not less than those set forth below;

Commercial General Liability - \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

Automobile - Automobile Liability insurance in amounts of not less than a combined single limit of \$1,000,000 covering contractors owned, non-owned, leased, or rented vehicles

Workers' Compensation - Coverage A – Statutory
Coverage B - \$100,000

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

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

4. INTEREST OF MEMBERS OF NASHVILLE MTA

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

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

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

6. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

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

7. INTEREST OF THE BIDDER

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

8. WORKERS COMPENSATION ACT

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

9. SOCIAL SECURITIES ACT

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

11. AUTHORITY TO ENTER CONTRACT

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

12. AUTHORIZATION OF BIDS

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

13. SUBCONTRACT APPROVAL

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

14. COST/PRICE ANALYSIS

Nashville MTA reserves the right to conduct a cost or price analysis for any purchase or service. Nashville MTA may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Bid received will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on Bid prices. Nashville MTA may require a pre-award audit, and potential Bidders shall be prepared to submit data relevant to the proposed work which will allow Nashville MTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and Nashville MTA reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Nashville MTA reserves the right to reject the single Bid.

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

15. PRICING

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

16. PROMPT PAYMENT

The Bidder agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Bidder receives from Nashville MTA. The Bidder agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor work is satisfactorily completed. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of Nashville MTA. This clause applies to both DBE and non DBE subcontractors. If the Bidder determines the work to be unsatisfactory, it must notify Nashville MTA immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

17. PROTEST

A. Definitions for Purposes of the section

The term "days" refers to working days of the Authority.

The term "interested party" means any person (a) who is an actual 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 – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

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

the Authority violated Federal or State regulations or its Procurement Process in the award of the contract.

E. Authority Response

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

1. Types of Protests

a. Protest regarding Bids

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

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

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all Bids submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a Bids 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, including re-Bids, revised evaluation of Bids or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process.

F. FTA Protest Procedure

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

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

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

18. ADDITIONAL SERVICES REQUEST

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

19. RFB/PROPOSED CONTRACT ALTERATIONS

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

20. ASSIGNABILITY

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

21. PUBLICATION AND MEDIA RESTRICTIONS

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

22. GRATUITIES AND KICKBACKS

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

auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Nashville MTA contracts.

5.2 FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

The services performed by the awarded Bidder shall be in compliance with all applicable FTA regulations/requirements (See FTA Circular 4220.1F) and additional requirements specified in this document. It shall be the awarded Bidder's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project.

Clauses with forms requiring signature must be completed and submitted with Bids to be considered for award. All Forms are found in Section 6. If a form is not applicable, Bidder should submit and write "Not Applicable".

A discussion of each clause follows:

1. CONTRACT DOCUMENTS

Any contract resulting from this RFB shall include the following;

Request for Bids No 2019933 and all addenda
Bidder Offer and Guarantee
Bids Award/Contract

The Contractor and appropriate parties of Nashville MTA 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 subcontractor's on behalf of the Nashville MTA must be in accordance with Federal requirements.

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

The prime contractor shall ensure that its subcontractor's 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 OBLIGATION BY THE FEDERAL GOVERNMENT

The Nashville MTA and Bidder acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the Bids or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Nashville MTA, Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

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

The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Bidder to the extent the Federal Government deems appropriate.

The Bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Bidder, to the extent the Federal Government deems appropriate.

The Bidder agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS/RECORD RETENTION

The Bidder agrees to provide Nashville MTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Bidder access to Bidder's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Bidder agrees to maintain same until the Nashville MTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

Reports or information requested from the Bidder will be prepared using electronic or information technology capable of assuring that, when provided to FTA, the reports or information will meet the applicable accessibility standards of section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., 794d, and U.S.ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

5. FEDERAL CHANGES

Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Nashville MTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract.

6. CIVIL RIGHTS REQUIREMENTS

1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, 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, the Bidder agrees to comply with any implementing requirements FTA may issue.

b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

3) The Bidder agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 USC Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

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

7. TERMINATION PROVISIONS

Termination for Convenience – Nashville MTA may terminate this contract, in whole or in part, at any time with thirty (30) days written notice to the Bidder. Upon receipt of such notice, the Bidder shall perform no further services under the contract. Settlement payment will be based on successful delivery or service prior to termination. Nashville MTA shall pay the aggregate price of delivered service computed in accordance with the prices specified in the contract. If the Bidder has any property in its possession belonging to the Nashville MTA, the Bidder will account for the same, and dispose of it in the manner the Nashville MTA directs.

Termination for Default Breach or Cause – If the Bidder does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services and the Bidder fails to perform in the manner called for in the contract, or if the Bidder fails to comply with any other provisions of the contract, the Nashville MTA may terminate this contract for default. Termination shall be effected by serving a thirty (30) day written notice of termination on the Bidder setting forth the manner in which the Bidder is in default. The Bidder shall promptly submit its termination claim to Nashville MTA for payment. The Bidder will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Nashville MTA that the Bidder had an excusable reason for not performing, such as a man-made disaster, fire, or flood, which are not the fault of or are beyond the control of the Bidder, the Nashville MTA, may set up a new delivery of performance schedule, and may allow the Bidder to continue work, or treat the termination as a termination for convenience.

In the event of breach or default by the Bidder, Nashville MTA shall be entitled to all of its damages and reasonable expenses, and its cost to include, but not limited to its reasonable attorneys' fees incurred because of such default.

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

Waiver of Remedies for any Breach -In the event that Nashville MTA elects to waive remedies for any breach by Bidder of any covenant, term or condition of this Contract, such waiver by Nashville MTA shall not limit Nashville MTA remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination Funding – Should funding for this contract be discontinued, reduced, or delayed, in whole or in part, Nashville MTA shall have the right to terminate the contract immediately upon written notice to Bidder.

Nashville MTA by written notice may terminate this contract, in whole or in part, when it is in the Governments interest. If Nashville MTA terminated the contract, Nashville MTA shall be liable only for payment under the payment provision of this contract for services rendered before the effective date of termination.

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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6 %. A separate contract goal for DBE participation 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 MTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the MTA. In addition, the contractor may not hold retainage from its subcontractors.
- d) The contractor must promptly notify MTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTA.

9. DEBARMENT AND SUSPENSION GOVERNMENT-WIDE

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder is required to verify that none of the Bidder, 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 Bidder 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 Bids, the Bidder certifies as follows:

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

A certificate is attached and must be completed, signed, and submitted with the Bids.

10. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

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

Performance during Dispute-Unless otherwise directed by Nashville MTA, Bidder 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 within fifteen (15) days after the first observance of such injury of damage.

Remedies-Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Nashville MTA and the Bidder arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in Davidson County within the State of Tennessee.

Rights and Remedies-The duties and obligations imposed by the Contract Documents and the rights and remedies available 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 Nashville MTA, shall

constitute a waiver of any right or duty afforded Nashville MTA under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing or in a court of competent jurisdiction in Davidson County, Tennessee.

11. LOBBYING REQUIREMENTS

The Bidder must comply with the following lobbying requirements, "New Restrictions on Lobbying," at 49 CFR part 20.

Bidder shall file the certification required by 49 CFR part 20, as amended. "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Bidder shall certify that it will not and has not used Federally 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 in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Bidder shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts 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 shall be forwarded to Nashville MTA.

(The attached Lobbying Certificate must be completed, signed and returned with Bids).

12. CLEAN AIR *>\$100,000

- 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.

13. CLEAN WATER *>\$100,000

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

14. FLY AMERICA

The Bidder 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. This provides that recipients and sub-recipients of Federal funds and their Bidder' 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. If a foreign air carrier is used, the Bidder shall submit an appropriate certification of compliance, 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. The Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. ENERGY CONSERVATION REQUIREMENTS

The Bidder 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.

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

17. NOTIFICATION OF FEDERAL PARTICIPATION FOR STATES *LIMITED TO 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 MTA requests which would cause MTA 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 Proposal shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms

and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. REAL PROPERTY

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

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

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

7. ENVIRONMENTAL JUSTICE

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

8. ENVIRONMENTAL PROTECTIONS

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

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

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

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

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

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

except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

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

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

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

6. REQUIRED FORMS

FORM 1 – COST FORM

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

Pick-Up Location	# of Items	Day(s)	Monthly Fee	Annual Fee
130 Nestor Street	2	Mon-Fri		
430 Myatt Drive	1	Tues & Friday		
*OPTIONAL YEAR 3 SERVICE				
Pick-Up Location	# of Items	Day(s)	Monthly Fee	Annual Fee
130 Nestor Street	2	Mon-Fri		
430 Myatt Drive	1	Tues & Friday		

Bidder must include with this Cost Form a detailed cost list that includes, but is not limited to, the following:

1. A breakdown of Monthly Rate:
2. Fuel Charges:
3. Hourly Rates:
4. Holidays:
5. Weekend Fees:

Company

Authorized Signature /Date

Name Printed

Date

FORM 2

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____
ADDENDUM NUMBER: _____	DATED: _____

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

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

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

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 Proposal the Contractor is sufficiently informed in all matters affecting the RFQ, and that the Contractor has checked the Proposal for errors and omissions and hereby states that they will comply with the specifications in all areas including approved equals and addenda that were granted by 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 - DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE STATEMENT –
INTENTIONALLY REMOVED**

**FORM 6 – A - TENNESSEE UNIFORM CERTIFICATION PROGRAM (DBE) – INTENTIONALLY
REMOVED**

FORM 6 – B - DISADVANTAGE BUSINESS ENTERPRISE – INTENTIONALLY REMOVED

PART II: LOWER-TIER SUBCONTRACTOR PARTICIPATION – INTENTIONALLY REMOVED

**FORM 6 – C - FORMS FOR DEMONSTRATION OF GOOD FAITH EFFORTS – INTENTIONALLY
REMOVED**

FORM 7 - AFFIDAVIT OF COMPLIANCE – INTENTIONALLY REMOVED

FORM 8

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

CONTRACTOR IS A CORPORATION

CONTRACTOR IS A PARTNERSHIP

CONTRACTOR IS AN INDIVIDUAL

CONTRACTOR IS A JOINT VENTURE

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

**FORM 9
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 10

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 12

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 13

AFFIDAVITS

State of _____ County of _____

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

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

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, and 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 agency 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 14

NOTICE TO CONTRACTOR

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 15 – BUY AMERICA CERTIFICATION - INTENTIONALLY REMOVED

FORM 16 – BUY AMERICA CERTIFICATION - INTENTIONALLY REMOVED

FORM 17

SUBCONTRACTOR INFORMATION

Please provide the following information pertaining to your subcontractors: Firm Name, Description of Work, and Contractor License Number with Date Information, SAM & DUNS Numbers

A.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. ---	4. ---
5. SAM & DUNS #	6. DESCRIPTION OF WORK

B.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. ---	4. ---
5. SAM & DUNS #	6. DESCRIPTION OF WORK

C.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. ---	4. ---
5. SAM & DUNS #	6. DESCRIPTION OF WORK

D.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. ---	4. ---
5. SAM & DUNS #	6. DESCRIPTION OF WORK

*Please copy Form 17 if you have more than four (4) subcontractors. *

7. PROPOSED CONTRACT

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

CONTRACT NO. #####

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

CONTRACTOR NAME

FOR

PROJECT TITLE/NAME

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

The following documents constitute the Contract and Contract Documents:

- Contract No. #####
- Request for Proposal (RFP) No. #####
- Contractor’s Proposal dated: Date

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- Any properly executed amendment to this Contract (most recent with first priority)
- Contract No. #####
- Request for Proposal (RFP) No. #####
- Contractor’s Proposal dated: Date

1. Duties and Responsibilities of Contractor

1.1. Contractor shall provide _____ services as detailed in the RFP and this Contract (the “**Services**”) at the Agency’s locations at 430 Myatt Drive, Nashville, TN 37115, and 130 Nestor Street, Nashville, TN 37210 and/or at its Central transit hub (collectively “**Facilities**”). The Services shall be provided as set forth in this Contract, and to the extent not inconsistent with the terms herein attached as **Exhibit A**, according to the methods set forth in Part 3 of the Contractor’s proposal. Contractor’s duties and responsibilities are more specifically set forth in Section 3 – Scope of Work in the RFP.

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

2. Term

2.1. This Contract shall commence on the ____ day of _____, 20___. The initial term of this Contract shall continue for a five (5) year period, unless otherwise terminated as provided herein (the “Term”). This Contract may be extended by a properly executed amendment for three (3) additional one (1) year terms as may be offered by the Agency, in the Agency’s sole discretion.

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

3. Compensation/Invoices

3.1 For its Services, Contractor is entitled to receive _____ [refer to cost form, herein as **Exhibit B**].

3.2. Contractor shall submit travel cost based on the Tennessee State Travel Policy – <https://www.tn.gov/assets/entities/finance/attachments/policy8.pdf>

3.3. There shall be no other charges or fees for the performance of this Contract unless otherwise agreed to by both parties in writing. The Agency shall make reasonable efforts to make payments within thirty (30) days of receipt of approved invoice.

3.4. Contractor shall submit invoices to:

Procurement Department
Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, TN 37115

4. Acceptance

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

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

5. Taxes

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

6. Warranty and Warranty Period

6.1. Contractor warrants that the Services provided by Contractor reflect high professional and industry standards, procedures and performances. Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the performance of the

Services shall conform to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the Services pursuant to this Contract.

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

6.3. Warranty Period is defined as a period of _____ [year(s)] beginning on the date the Agency accepts the Services, until Contractor has remedied all problems of which Contractor was notified prior to expiration of the warranty period ("**Warranty Period**").

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

7. Title Warranty

7.1. Contractor warrants that it has good title to and/or the right to sell the Services and represents that the Services delivered to 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 Services 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 Agency.

7.3. In the event use of the Services are restricted or interfered with as a result of any such encumbrance, Contractor shall, at its cost, procure non-encumbered Services for the Agency which are equal substitutes, in the Agency's discretion, for the Services in all material respects, or obtain for the Agency the right to use the Services without encumbrances, or refund to the Agency all monies paid by the Agency for such Services. 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 Services or other work products furnished infringe a copyright, trademark, service mark, or patent. The Contractor shall further indemnify and hold harmless to the fullest extent permitted by law, and as set forth in Section 14, the Covered Entities against any award of damages and costs made against the Covered Entities or in any settlement agreement of a Claim authorized in writing by the Agency.

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

- 8.2.1. Procure for the Agency the right to continue using the products or services.
- 8.2.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the Agency, so that they become non-infringing.
- 8.2.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
- 8.2.4. Provided, however, that Contractor will not exercise option 8.2.3 until Contractor and 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 Services or other work products in combination with apparatus or devices not supplied or else approved by Contractor.
- 8.3.2. The use of the Services or other work products in a manner for which the Services or other work products were neither designated nor contemplated.
- 8.3.3. The claimed infringement in which the Agency has any direct or indirect interest by license or otherwise, is separate from that granted herein.

Nothing in this Section 8 shall preclude the Agency from exercising any rights or remedies as provided elsewhere in this Contract.

9. Works for Hire and Software License

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

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 the Agency 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 the Agency’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 the Agency shall be the sole property of the Agency. Further, the Agency shall own all any and all rights to any information the Agency generates, inputs, prints, copies, or downloads from the Software. Notwithstanding the foregoing, the Agency 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. The Agency agrees that the Software will be displayed or read into or used or distributed on computers required to render services under this Contract. The Agency 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 the Agency.

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

9.8. Contractor, if requested by the Agency, shall execute all necessary documents to enable the Agency to protect the Agency’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 Services that have been “accepted” in accordance with this Contract.

11. Maintenance of Records and Agency Property

11.1. Contractor shall maintain documentation for all charges against the Agency. The books, records, and documents of Contractor, insofar as they relate to 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 and will be subject to audit, at any reasonable time and upon reasonable notice by the Agency or its duly appointed representatives. 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.

11.3. Any the 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 the Agency 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 Services. Contractor shall treat any such data and information as strictly confidential.

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 Services of the subcontractor and for supervising the performance of the Services 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 conduct the Services required by this Contract. Contractor and subcontractors must maintain current Central Contractor Registration ("**CCR**"), Data Universal Numbering Systems ("**DUNS**") number, System for Award Management ("**SAM**"), or registration in other substantially similar registration databases. Contractor must submit to the Agency all Tennessee Department of Transportation letters or certification of any Disadvantage Business Enterprises ("**DBEs**") participating in the Project. Contractor shall hire reliable and dependable subcontractors. Contractor and its subcontractors found guilty of unethical, irresponsible business practices according to governmental authority will be suspended and debarred from conducting future business with the Agency.

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

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

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

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

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

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

15. Agency Owned Data

15.1. The Agency will own and retain rights to all of its data. Some data will need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat 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) 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 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 Proposers will provide a Certificate of Coverage with the Nashville Metropolitan Transit Authority named as Certificate Holder.

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

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 proposal 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 the Agency (i.e., city, district, public the 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 the Agency will enter into its own agreement and be solely responsible to Contractor for obligations for the Services 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 the Agency. The public the Agency shall accept sole responsibility for placing service and payments to the Contractor.

20. Remedies

20.1. In no event shall the Agency 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 Contractor, in addition to any other remedies set forth herein, Contractor shall be liable to the Agency for damages for the breach or Default thereof,

including the costs and reasonable attorneys' fees for the enforcement thereof. The remedies set forth in this Contract shall be cumulative, and no one remedy shall be deemed to be exclusive of any other or of any other remedy in law or equity, and the failure or delay of the Agency 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.

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 RFP are incorporated by reference. Unless otherwise modified in this Contract, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any 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 Services and documentation related thereto shall not be disclosed to any foreign national, firm, or country, nor shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify 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 of 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.

Agency: Nashville MTA
430 Myatt Drive
Nashville, TN 37115
Attn: Procurement Department

Contractor: [Contractor’s name]
[Street Address]
[City, State Zip]
Attn: _____

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 Metropolitan Transit Authority

[Contractor]

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date: _____

Print: _____

Title: _____

Date: _____