



Solicitation Request for Proposal (RFP) 2023134
GROUP LIFE INSURANCE

Date Issued: September 14, 2023

Proposal Due: October 11, 2023

Facilitator:
Wade McMillian
Procurement Project Administrator
wade.mcmillian@nashville.gov
615-862-5961

REQUEST FOR PROPOSALS

Main Office
430 Myatt Drive
Nashville, TN 37115

PROPOSALS MUST BE RECEIVED

PRIOR TO 1:00 PM CT.

October 11, 2023

PROPOSAL NUMBER

2023134

INSTRUCTIONS:

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

Davidson Transit Organization (DTO), the not-for-profit employer of staff for the Nashville Metropolitan Transit Authority d/b/a WeGo Public Transit (hereafter may be referred to as “DTO,” the “Agency” or the “Authority”) is soliciting proposals from firms that provide group life insurance. See Section III, Scope of Work, for detailed scope and requirements.

SECTION I	Introduction
SECTION II	Instructions to Proposer
SECTION III	Scope of Work, Evaluation Criteria, Proposal Submission Requirements
SECTION IV	Required Forms
SECTION V	Contract Documents, General Terms And Conditions, and Standard Clauses
SECTION VI	Contract Terms and Conditions (Proposed)

PROPOSAL DEADLINE

Proposals will be accepted at the Agency’s office at 430 Myatt Drive, Nashville, TN 37115, until 1:00 PM, Central Time (CT), Wednesday, October 11, 2023. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by Wade McMillian, no later than 1:00 PM. Central Time (CT), Wednesday, September 27, 2023, via e-mail to: wade.mcmillian@nashville.gov

PRE-PROPOSAL MEETING (NON-MANDATORY)

There is no pre-proposal conference for this solicitation

ADDENDA REQUEST

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

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSALS (RFP) 2023134 and do herein request copies or notices of addenda. The information requested below must be received no later than, 1:00 PM (CT), Friday, September 22, 2023, via e-mail at wade.mcmillian@nashville.gov

Company Name Phone Number

Address

Point of Contact Email:

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I. INTRODUCTION

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

1.1 GENERAL

The Davidson Transit Organization (DTO) is the not-for-profit employer of staff for the Nashville Metropolitan Transit Authority and The Regional Transportation Authority. DTO has approximately 800 employees.

The mission of the Nashville Metropolitan Transit Authority (Nashville MTA), doing business as WeGo Public Transit, is to connect people to their lives and community by providing public transportation services to Nashville and the surrounding region to achieve greater mobility and experience a cleaner, healthier environment with less traffic congestion. Nashville MTA provides public transportation services, including 26 bus routes, to citizens and visitors within the Metropolitan Nashville area. Nashville MTA is a component unit of the Metropolitan Government of Nashville and Davidson County. Prior to the pandemic, WeGo Public Transit provided approximately 31,000 rides each weekday during full service. Nashville MTA is funded by a combination of federal, state, and local grants and direct allocations, as well as farebox revenue.

In addition to bus service, Nashville MTA also operates a paratransit system network of smaller ADA accessible vans for its Access program for people with disabilities. Nashville MTA also contracts with third-party operators to provide its Access on Demand services for customers eligible for Access services.

For additional information, please see: <https://www.wegotransit.com/>.

1.2 OVERVIEW

DTO intends to award a Contract to the successful Proposer who shall provide Group Life Insurance. Refer to Section III of this Proposal for an expanded description of the Scope.

DTO shall enter into a fixed-price contract for Group Life Insurance. The contract and/or purchase order shall be for a term of three (3) years with two (2) one (1) year extension options. Proposers shall submit cost information as detailed in Form 1, Cost Form. Non-profit and government discounts should be noted.

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

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. DTO reserves the right to adjust the schedule as required during the course of the solicitation process. The Agency will make good faith efforts to notify potential proposers of adjustments to the schedule; however, the proposers have ultimate responsibility for obtaining notice of changes. Any changes to the proposed schedule will be listed at: <https://www.wegotransit.com/doing-business/current-opportunities/> - RFP 2023134 – Group Life Insurance.

Pre-Proposal meeting	N/A
Addenda Request Submittal Deadline	1:00 pm Central Time (CT), Friday, September 22, 2023
Question/Clarification Submittal Deadline	1:00 pm Central Time (CT), Wednesday, September 27, 2023
Proposal Submittal Deadline	1:00 pm Central Time (CT), Wednesday, October 11, 2023
Presentation/Interviews (if applicable)	TBD

All questions must be submitted in writing via email to: wade.mcmillian@nashville.gov . The answers to the questions will be posted at: <https://www.wegotransit.com/doing-business/current-opportunities/> - RFP 2023134 – Group Life Insurance. Proposers are solely responsible for checking the website to insure that they have the most current information regarding the RFP. Any oral communication, explanation or instruction provided will not be binding on the Agency.

1.4 COST INCURRED BY PROPOSERS

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

1.5 EVALUATION OF PROPOSALS

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

The Evaluation Committee will apply the evaluation criteria set forth in the RFP or in any addenda issued. A detailed evaluation that follows the initial examination may result in more than one finalist. At this

point, the Evaluation Committee may request additional information, request an interview, request a presentation, and/or request revised or best and final offers.

Should interviews or presentations become necessary, the Agency will contact the top-scoring firm(s) from the evaluation to schedule a date and time. The Agency reserves the right to award a contract from this solicitation to more than one firm.

1.6 EVALUATION SCORING MEASURES

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

- Services Provided - 30 points
- Customer Interface Experience – 35 Points
- Acceptance of Contract Terms - 10 points
- Cost – 25 points

Proposers are directed to Section III, B - Evaluation Criteria, for detailed evaluation criteria and applicable points allocation.

1.7 PROPOSAL ACCEPTED

Each proposer submits its proposal with the understanding that the acceptance in writing by the Agency of the offer to furnish the services requested shall constitute a contract between the proposer and the Agency, which shall bind the proposer to furnish the services at the rates quoted, and in accordance with conditions and requirements of the Agency. A formal contract will be signed between the Agency and the successful proposer(s), or a purchase order will be issued to the awarded firm.

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

Proposers must indicate that the company is prepared to enter into a contract with the Agency in accordance with the terms and conditions set forth in this solicitation, any addenda, and the proposed contract. Proposals shall be valid for a minimum period of one hundred twenty days (120) from the date of the Agency' receipt of the proposals.

1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with this project, DTO has not established a specific goal for Disadvantaged Business Enterprise (DBE) participation. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the proposal and selection of any subcontractor(s) to ensure that the process is nondiscriminatory. To be considered a certified DBE, the organization must be registered with the Tennessee Uniform Certification Program (TNUCP) at the time of proposal submission. Utilize the following website for a comprehensive list of certified DBE's: <https://www.tdot.tn.gov/APPLICATIONS/DBEDIRECT/Search> .

END SECTION I

II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a proposal is in doubt as to the true meaning of any part of the Scope of Work, other proposal documents, finds discrepancies in or omissions from the specifications, they may submit to the Procurement Department a written request for an interpretation or correction, no later than 1:00pm Central Time (CT), Wednesday, September 27, 2023. Only written requests via email to: wade.mcmillian@nashville.gov will be accepted. The person submitting the request will be responsible for its prompt delivery and verification of delivery.

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

All answers to questions will be posted on the website: <https://www.wegotransit.com/doing-business/current-opportunities/> - RFP 2023134 – Group Life Insurance.

2.2 DELIVERY OF PROPOSALS

Proposers must submit (1) Electronic Copy (USB) of the proposal submission, including **ALL** required forms by 1:00 PM Central Time (CT), Wednesday, October 11, 2023, to the following address:

Wade McMillian
Procurement Project Administrator
Davidson Transit Organization
430 Myatt Drive
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be marked with “**RFP 2023134 – Group Life Insurance**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” The Agency will not consider proposals received after the deadline. All proposals will be logged, by a Procurement Staff member, with the date and time of receipt.

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

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

2.3 PROPOSAL WITHDRAWAL

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

2.4 UNACCEPTABLE PROPOSAL

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

2.5 REJECTION OR ACCEPTANCE OF PROPOSAL

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

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

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

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

Proposals must indicate that the firm is prepared to enter into a contract and/or purchase order with DTO in accordance with the terms and conditions set forth in this RFP, any addenda, and proposed

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

2.6 PUBLIC RECORDS/CONFIDENTIALITY

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

2.7 FORMS PROVIDED

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

END SECTION II

III. SCOPE OF WORK, EVALUATION CRITERIA, PROPOSAL SUBMISSION REQUIREMENTS, REQUIRED FORMS

A. SCOPE OF WORK

1. Introduction

Davidson Transit Organization (DTO) is seeking Group Life Insurance (GLI) for the Agency's employees. In addition to employee coverage, DTO also provides employee spouse and dependents coverage. Supplemental Life + AD&D policies are payroll deducted. DTO currently has 761 employees and 502 spouse/dependents enrolled for GLI. Employees and spouse/dependent lose coverage upon voluntary resignation, termination, or retirement from employment. If retiring the employees can port voluntary coverage to a personal policy. Coverage begins the 1st of the month following 60 days of employment.

Currently, the process for enrolling, discontinuing, or changing life insurance information relies on a manual process with the Agency's human resources department. As many employees do not work in the same physical building as the human resources department, the Agency is seeking to transition its life insurance benefits administration from a manual process to a service-provider administered secure portal that would enable eligible employees to enroll, update, or terminate coverage. In addition, the Agency is looking for the service provider to have customer service call center that will assist and help employees daily with all their policy needs, changes, and concerns. Proposers seeking to provide GLI to the Agency must have in operation at the time of proposal submission an automated enrollment customer interface system. Proposers with systems in beta-test mode or that do not have an automated enrollment system at the time of proposal submission will not be considered for contract award.

Proposers are also expected to provide an electronic data interface that will enable authorized DTO human resources professionals to generate reports regarding claims, enrollments, changes, benefits payments, payroll deductions, and other information as needed. For each invoice period, the selected proposer will provide DTO with a comprehensive report enrollment report to validate the invoice.

The Agency's loss runs from 2020 – 2022 are provided for information and are included in Attachment A to this Section of the RFP.

2. Current Rate Information

The current rates paid by DTO are:

PRODUCT	CURRENT RATES
Life	\$0.212 per \$1,000
AD&D	\$0.02 per \$1,000

Dependent Term Life Pkg	\$3.46 per family unit																										
Voluntary Life (Employee & Spouse)	Step Rates <u>Monthly Rates Per</u> <u>\$1,000</u> <table border="1"> <thead> <tr> <th>AGE</th> <th>RATES</th> </tr> </thead> <tbody> <tr><td>Under 25</td><td>\$0.08</td></tr> <tr><td>25 - 29</td><td>\$0.10</td></tr> <tr><td>30 - 34</td><td>\$0.13</td></tr> <tr><td>35 - 39</td><td>\$0.15</td></tr> <tr><td>40 - 44</td><td>\$0.17</td></tr> <tr><td>45 - 49</td><td>\$0.25</td></tr> <tr><td>50 - 54</td><td>\$0.38</td></tr> <tr><td>55 - 59</td><td>\$0.71</td></tr> <tr><td>60 - 64</td><td>\$1.08</td></tr> <tr><td>65 - 69</td><td>\$2.09</td></tr> <tr><td>70 - 74</td><td>\$3.39</td></tr> <tr><td>75+</td><td>\$3.39</td></tr> </tbody> </table>	AGE	RATES	Under 25	\$0.08	25 - 29	\$0.10	30 - 34	\$0.13	35 - 39	\$0.15	40 - 44	\$0.17	45 - 49	\$0.25	50 - 54	\$0.38	55 - 59	\$0.71	60 - 64	\$1.08	65 - 69	\$2.09	70 - 74	\$3.39	75+	\$3.39
AGE	RATES																										
Under 25	\$0.08																										
25 - 29	\$0.10																										
30 - 34	\$0.13																										
35 - 39	\$0.15																										
40 - 44	\$0.17																										
45 - 49	\$0.25																										
50 - 54	\$0.38																										
55 - 59	\$0.71																										
60 - 64	\$1.08																										
65 - 69	\$2.09																										
70 - 74	\$3.39																										
75+	\$3.39																										
Voluntary Life (Child(ren))	<u>Monthly Rates per</u> <u>Family</u> \$10,000 Benefit \$1.24																										
Voluntary AD&D	<u>Monthly Rates Per</u> <u>\$1,000</u> Individual \$0.05 Family \$0.08																										

CURRENT MONTHLY PREMIUM:

PRODUCT	PARTICIPANTS	COVERAGE
Basic Life	761 Active EE	\$ 50,000 per person
AD&D	761 Active EE	\$100,000 per person
Basic Life	248 Retirees	\$10,000 per person
Dep. Coverage	502 Units	\$10,000 pp (Charged by Unit)

3. Sample Invoices

Below is a sample of the current reports used by DTO to manage claims enrollments. In the proposal response, proposers should include sample reports that it will use to provide DTO with information regarding enrollments, claims, and other data.

Minnesota Life Insurance Company
Attn: B2-3761
400 Robert Street North
St. Paul, MN 55101-2098

Self-Administered Group Insurance Premium Report - Basic Life

NAME OF POLICYHOLDER Davidson Transit Organization	POLICY NUMBER 34327-G and 34328-G	ACCOUNT	PERIOD COVERED Aug-23
--------------------------------------------------------------	---------------------------------------------	---------	---------------------------------

COVERAGE	INSURED LIVES AND INSURANCE IN FORCE						PREMIUM CALCULATION			
	PREVIOUS STAMENT LIVES	VOLUME	ADDITIONS AND INCREASES LIVES	VOLUME	CANCELLATIONS & DECREASES LIVES	VOLUME	PRESENTLY IN FORCE LIVES	VOLUME	RATE OF PREMIUM	MONTHLY PREMIUM
Basic Life							1020	43,882,500	0.212 /\$1,000	\$9,303.09
AD&D							772	79,695,000	0.020 /\$1,000	\$1,593.90
Dep Life							510		3.46 /UNIT	\$1,764.80
									/\$10	\$0.00

BACK PREMIUM CHARGES _____

BACK PREMIUM REFUNDS _____

ADJUSTMENT TOTAL _____

To the best of my knowledge the information furnished on this report is correct.

Current Month's Total	\$12,661.59
Adjustment Total	
This Month's Total	\$12,661.59

Carolyn Secondi
 Print Name
 From: Carolyn Secondi, 615-880-3288
 Davidson Transit Organization
 Benefits Administrator
 430 Myatt Dr., Nashville, TN 37115
 Tel 615-862-5969 Fax 615-862-4126
Carolyn.Secondi@Nashville.Gov

C. Secondi
 Signature

9-13-23
 Date

615-880-3288
 Telephone Number

Company Basic & AD&D	\$12,661.59
Supplemental Basic & AD&D	\$7,897.42
Total Due	\$20,559.01

Minnesota Life Insurance Company
Attn: B2-3761
400 Robert Street North
St. Paul, MN 55101-2098

Self-Administered Group Insurance Premium Report - Supplemental Life

NAME OF POLICYHOLDER: **Davidson Transit Organization** POLICY NUMBER: **34327-G and 34328-G** PREMIUM MONTH & YEAR: **Aug-23**

Employee VGTL				
Number of Employees Covered	Volume of Insurance	Age Rate Bands	Rate per \$1,000	Current Month's Premium
12	\$850,000	Ages 0-24	\$0.080	\$76.80
16	\$1,330,000	Ages 25-29	\$0.100	\$133.00
20	\$1,395,000	Ages 30-34	\$0.130	\$173.85
28	\$2,290,000	Ages 35-39	\$0.150	\$343.50
43	\$3,245,000	Ages 40-44	\$0.170	\$551.65
46	\$3,970,000	Ages 45-49	\$0.250	\$962.50
54	\$3,650,000	Ages 50-54	\$0.380	\$1,367.00
40	\$2,755,000	Ages 55-59	\$0.710	\$1,956.05
11	\$630,000	Ages 60-64	\$1.080	\$880.40
2	\$50,000	Ages 65-69	\$2.090	\$104.50
0	\$0	Ages 70-74	\$3.350	\$0.00
0	\$0	Ages 75-99	\$3.350	\$0.00
TOTAL:	272	\$20,215,001	NOTE: age as of 12/1/2010	\$6,366.95

Employee Only VADD				
Number of Employees Covered	Volume of Insurance	Rate per \$1,000	Current Month's Premium	
16	\$2,430,000	\$0.050	\$121.50	
TOTAL:	16	\$2,430,000	\$0.05	\$121.50

Total from Census

Spouse VGTL				
Number of Spouses Covered	Volume of Insurance	Age Rate Bands	Rate per \$1,000	Current Month's Premium
0	\$0	Ages 0-24	\$0.080	\$0.00
6	\$150,000	Ages 25-29	\$0.100	\$15.00
3	\$50,000	Ages 30-34	\$0.130	\$6.50
8	\$280,000	Ages 35-39	\$0.150	\$30.00
18	\$685,000	Ages 40-44	\$0.170	\$299.45
16	\$330,000	Ages 45-49	\$0.250	\$82.50
23	\$610,000	Ages 50-54	\$0.380	\$183.80
17	\$175,000	Ages 55-59	\$0.710	\$269.25
6	\$190,000	Ages 60-64	\$1.080	\$108.00
0	\$0	Ages 65-69	\$2.090	\$0.00
0	\$0	Ages 70-74	\$3.350	\$0.00
1	\$5,000	Ages 75-99	\$3.350	\$16.55
TOTAL:	96	\$2,305,000	NOTE: age as of 12/1/2010	\$818.45

Family (Employee+Dependents) VADD				
Number of Spouses Covered	Volume of Insurance	Rate per \$1,000	Current Month's Premium	
48	\$5,230,000	\$0.080	\$418.40	
TOTAL:	48	\$5,230,000	\$0.08	\$418.40

Total from Census

Empsee+SpouseTotal: 370 \$22,520,001 NOTE: age as of 12/1/2010 \$7,217.40

Children VGTL FAE09046				
Number of Child Units Covered	Volume of Insurance	Children 10,000 for \$1.24 mo	Rate per \$1,000	Current Month's Premium
113	\$1,130,000		\$0.124	\$140.12
TOTAL:	113	\$1,130,000		\$140.12

E+S+C Total: \$23,650,001 NOTE: age as of 12/1/2010 \$7,357.52

TOTAL: \$7,660,000 \$539.90

Combined VGTL+VADD Monthly Premium \$7,897.42

Combined Total VGTL + VADD Monthly Premium: \$ 7,897.42

Adjustments:

Balance/amount Owed/payed: \$ 7,897.42

From: Ellen Johnson, 615-880-3288
 Davidson Transit Organization
 Benefits Administrator
 430 Myatt Dr., Nashville, TN 37115
 Tel 615-862-5969 Fax 615-862-4126
EJen.Johnson@Nashville.Gov

Signature: C. Secoroli

Date: 9.13.23

ATTACHMENT A

LOSS RUNS 2020 -2022

Financial Experience Report

1. Earned Premium	<u>2020</u>	<u>2021</u>	<u>2022</u>
Basic Life	\$88,501	\$94,456	\$99,876
Supplemental Life	80,480	81,182	78,952
Spouse Life	30,420	31,460	30,779
Child Life	1,548	1,576	1,507
Basic AD&D	15,581	16,640	17,043
Voluntary AD&D	<u>6,771</u>	<u>7,417</u>	<u>6,922</u>
Total	\$223,301	\$232,731	\$235,079
2. Paid Claims	<u>2020</u>	<u>2021</u>	<u>2022</u>
Basic Life	\$240,312	\$255,565	\$317,944
Supplemental Life	90,025	140,152	116,454
Spouse Life	55,052	45,116	35,029
Child Life	0	0	0
Basic AD&D	0	0	0
Voluntary AD&D	<u>0</u>	<u>0</u>	<u>0</u>
Total	\$385,389	\$440,833	\$469,427
3. Incurred Claims *	<u>2020</u>	<u>2021</u>	<u>2022</u>
Basic Life	\$240,352	\$255,927	\$367,715
Supplemental Life	89,218	140,072	115,707
Spouse Life	54,859	45,153	34,755
Child Life	(16)	10,000	(10,017)
Basic AD&D	0	0	0
Voluntary AD&D	<u>(10)</u>	<u>21</u>	<u>99,965</u>
Total	\$384,403	\$451,173	\$608,125

* Incurred Claims = Paid Claims + Interest + Current Pending Claims - Prior Pending Claims
+ Current Waiver Reserve - Prior Waiver Reserve + Current IBNR - Prior IBNR + Conversions

4. Number of Open Waiver Claims

0

5. Number of Paid Claims

42

Davidson Transit Organization Policy Numbers: 34327 & 34328

January 1, 2020 through December 31, 2022

**Experience by Coverage
Estimate
For the Period January 1, 2020 through December
31, 2020**

Coverage	Earned Premium	Incurred Claims	Incurred Loss Ratio
Basic Life	\$88,501	\$240,352	271.6%
Supplemental Life	80,480	89,218	110.9%
Spouse Life	30,420	54,859	180.3%
Child Life	1,548	(16)	-1.0%
Basic AD&D	15,581	0	0.0%
Voluntary AD&D	6,771	(10)	-0.1%
Total	\$223,301	\$384,403	172.1%

**Experience by Coverage
Estimate
For the Period January 1, 2021 through December
31, 2021**

Coverage	Earned Premium	Incurred Claims	Incurred Loss Ratio
Basic Life	\$94,456	\$255,927	270.9%
Supplemental Life	81,182	140,072	172.5%
Spouse Life	31,460	45,153	143.5%
Child Life	1,576	10,000	634.5%
Basic AD&D	16,640	0	0.0%
Voluntary AD&D	7,417	21	0.3%
Total	\$232,731	\$451,173	193.9%

**Estimate
Experience by Coverage
For the Period January 1, 2022 through December
31, 2022**

Coverage	Earned Premium	Incurred Claims	Incurred Loss Ratio
Basic Life	\$99,876	\$367,715	368.2%
Supplemental Life	78,952	115,707	146.6%
Spouse Life	30,779	34,755	112.9%
Child Life	1,507	(10,017)	-664.7%
Basic AD&D	17,043	0	0.0%
Voluntary AD&D	6,922	99,965	1444.2%
Total	\$235,079	\$608,125	258.7%

**Lives and Volume Average
Estimate 2020**

Coverage	Lives	Volume
Basic Life	918	36,466,250
Supplemental Life	237	17,020,000
Spouse Life	602	2,295,000
Child Life	104	1,040,000
Basic AD&D	683	68,230,000
Voluntary AD&D	73	8,610,000

B. EVALUATION CRITERIA PROPOSAL SUBMISSION REQUIREMENTS

B. EVALUATION CRITERIA

The Evaluation Committee will evaluate proposal submissions on the following factors.

- Proposer’s Experience, Coverage, and Services Provided - 30 points
- Customer Interface Experience – 35 Points
- Acceptance of Contract Terms - 10 points
- Cost – 25 points

Evaluation Criteria and Point Score Allocation:

Criterion	Standard	Points Value
<p>Proposer’s Experience, Benefits Coverage, and Services Provided</p>	<ul style="list-style-type: none"> • Is the proposer’s primary business providing Group Life Insurance? • Is the proposer authorized by the State of TN to provide Life Insurance? Does the proposer have a Best Rating of A (? – is this the right rating?) • Does the proposer currently provide Group Life Insurance to other transit agencies or employers in the transportation industry? • Does the proposer have experience managing similarly sized or larger organizations? • Did the proposer’s references indicate a positive experience with the proposer’s services? • Is the proposer offering coverage that is equal to or better than employees are currently receiving? • Is the proposer’s benefits information clear and easily understood? • Is the sample invoice clear? Does it provide the audit trail the Agency needs to ensure that only eligible employees and dependents receive coverage? • Does the the process for validating and paying claims assure that only valid claims are paid? • Does the proposer have a robust process for identifying and addressing potentially fraudulent claims? • Does the proposer offer dedicated personnel to this engagement? 	<p>30</p>
<p>Customer Interface Experience</p>	<ul style="list-style-type: none"> • Is the portal/app/website for employee/dependent enrollment clear and easy to use? • What are the metrics for call center time to answer a call? • How does the call center manage calls for customers need service in a language other English? • Where is the call center located? What hours is the call center available to handle calls? • Is the process for updating information such as an address change clear and easy to use? • Do the standard management reports available to the Agency clear, easy to obtain, and contain all needed information? 	<p>35</p>

	<ul style="list-style-type: none"> Is the process for running ad hoc reports easy to use? What is the proposer’s process for communicating system updates to: 1) the Agency and 2) to enrolled employees? 	
Compliance with Contract Terms	<ul style="list-style-type: none"> Does the proposer accept the Agency’s contract terms? If there are exceptions, do the exceptions create an adverse risk situation for the Agency? 	10
Cost	<p>Note: The Lowest Cost proposal will receive a score of 25 points. All other cost proposals will be scored using the following formula: $((\text{lowest cost proposal}/\text{cost proposal}) * 25) = \text{cost proposal score}$ Example: Lowest Cost Proposal: \$1000 receives 25 points; Next Lowest Cost Proposal: \$1,200 receives 20.83 points $(1,000/1,200) = 83.3$ $83.3 * 25 = 20.83$ points</p>	25
Total Points		100

C. PROPOSAL SUBMISSION REQUIREMENTS

Proposers shall include all of the items listed below in the order shown in their proposals. Each section should be clearly labeled. This format is necessary for evaluation purposes.. Proposers shall utilize Form1: Cost Form for the cost proposal submission.

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

Proposals shall include five (5) sections organized in the specific order outlined below.

GENERAL SUBMISSION REQUIREMENTS:

Submissions must conform to the page count limits specified in each section. Photos, graphics, charts, and other materials are to be included in the page number count required in each section. Text font size is to be no smaller than 10 throughout the entire proposal submission; all pages in the submission are to be 8 ½” x 11”, standard size. Proposers are advised that the evaluators may elect to print some or all pages of the proposal submission to facilitate review. Proposers are advised to consider how a proposal submission will look when printed on a standard office copier.

PART I

COVER PAGE AND COVER LETTER

All proposals shall be accompanied by a cover letter of introduction and executive summary of the proposal that shall not exceed **five (5) consecutively numbered (1-5) pages.**

The cover letter and executive summary shall:

1. Briefly introduce the proposer, providing a summary of the proposer's life insurance coverage being offered, the proposer' administration, organization and staffing, and identify the office location from which the account will be managed and processed and the location where the personnel performing the work will be based;
2. Prosper is required to provide proof or statement that they are authorized to do business in TN
3. Clearly state the responsible contact person's title and contact information;
4. Describe the proposer's qualifications for successfully providing the services including the proposer's experience in the last three (3) years in providing Group Life Insurance to similar organizations.
5. Summarize the services provided for the organizations for which the proposer is submitting as references. Proposers are advised that current or previous work for Nashville MTA or RTA is not to be used as a reference. Proposers must provide the description of the services provided, the name of the client, contact name, telephone, and email address. Proposers should verify the reference's contact information before including the reference in the submission. **References are to be provided on Form 11 – References** – included in the Forms section of the proposal submission;
6. Provide an overview of the customer information system used for enrollment and management reporting.
7. As an attachment to this section, please include an organization chart for the account (the organization chart is not part of the page count limit).

PART 2

SERVICES OFFERED

In this section, which is not to exceed **ten (10) consecutively numbered (1-10) pages**, please provide the following information:

- A full description of the life insurance coverage being offered
- A description of the process for an employee submitting a claim
- A description of the validation process before a claim is approved for payment
- A sample invoice
- Sample management reports regarding enrollments, claims, and benefits paid
- Screenshots or other material demonstrating the customer app/portal/website as described in the scope

- Information regarding the call center, including staffing, call volume, call handling triage, and other information to assess the call center’s customer service response
- Sample benefits coverage information to be distributed to employees advising of the benefits coverage

Proposers are advised that evaluation of the services offered will include the ability for the evaluation committee to test the process for enrollment. Proposers must be prepared to offer the evaluation committee the opportunity to “enroll” on a test case basis, for offered life insurance benefits to evaluate the ease of use of the system and the process for generating management reports. Proposers that do not offer an enrollment portal or that cannot provide test access to both a website and the call center the evaluation committee will not be considered for contract award.

PART 3

COST

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

- Rates and Expenses
 1. Provide detailed information and pricing.
 2. In this section, provide the proposed rates. Proposers are encouraged to offer more options in addition to what is listed in the Scope.
 3. Provide any discount for non-standard services, volume discounts or any other special price offered.

PART 4

REQUIRED FORMS

REQUIRED FORMS

DTO requires proposers interested in responding complete the following forms located in Section IV Required Forms.

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

Cost Form1 (Part V of the Proposal Submission)	Forms 6 A - 6D Disadvantaged Business Enterprise Program (not	Form 11 - References	Insurance Certificate (not required with proposal submission)
----------------------------------------------------------	------------------------------------------------------------------	----------------------	---------------------------------------------------------------

	required for this solicitation)		
Form 2 Acknowledgment of Addenda	Form 7 Certificate of Authority	Form 12 Affidavits	DBE Certificate (may be requested for DBE status verification)
Form 3 Affidavit & Information Required for Proposers	Form 8 Certification of Restrictions on Lobbying	Form 13 Notice to Contractor	License
Form 4 Proposer’s Certification of Eligibility	Form 9 Certification of Debarment, Suspension Primary	Forms 14 and 15 - Buy America <i>INTENTIONALLY OMITTED</i>	Permits (not required for this solicitation)
Form 5 Compliance with Specifications	Form 10 Certification Debarment, Suspension Lower-Tier	Form 16 Subcontractor Utilization Plan	

PART 5

ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

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

- Overall quality of response and compliance to requirements and acceptance.
 1. Signature is not required on the Proposed Contract included in the Bid; however, any exceptions or proposed changes to the terms and conditions must be proposed on a separate attachment. DTO reserves the right to make changes to the Proposed Contract.
 2. If a proposer has exceptions to the contract terms, the Scope of Work, or any other aspects of the RFP, the proposer MUST include the exceptions in this section. Proposers are advised that the Agency will NOT consider changes to contract terms that are raised after the proposals have been evaluated. Submissions that include statements that exceptions to contract terms and conditions will be provided if the proposer is selected for contract negotiation will be deemed non-responsive and will not be evaluated.

IV. REQUIRED FORMS

COST FORM - RFP 2023134 - Group Life Insurance

The successful proposer agrees to provide the services as specified in the RFP or any addenda at the rates indicated on the Cost Form. below. The rates quoted are exclusive of Federal, State and Local taxes, and includes all charges to DTO. Discounts for non-profit and government agencies should be listed. DTO reserves the right to award a contract to multiple proposers.

Accompanying the signed cost proposal form, the proposer should include an itemization of the services and associated rates that are included in the annual fee offered in the cost proposal. The sum of the itemization must equal the premium proposed. The annual fee must be inclusive of all charges unless the proposer is offering additional itemized services that the Agencies may engage on as needed basis. These services are to be itemized and described in the cost proposal.

If the proposer requires software license fees for the Agency's access to its systems, these fees and fee structure must be itemized in the cost proposal detail.

FORM 1 – COST FORM

PROVIDER INFORMATION:

1. FIRM NAME	2. CONTACT PERSON
3. ADDRESS	4. PHONE NUMBER
5. EMAIL	

Price Proposal:

PRODUCT	CURRENT RATES		OFFERED PRICE
Basic Active Life	\$0.212 per \$1,000		
Basic Active AD&D	\$0.02 per \$1,000		
Basic Retiree Life	\$0.212 per \$1,000		
Employee and Spouse Supplemental Life	Age	Rate	
	Under 25	\$0.08	
	25 - 29	\$0.10	
	30 - 34	\$0.13	
	35 - 39	\$0.15	
	40 - 44	\$0.17	
	45 - 49	\$0.25	
	50 - 54	\$0.38	
	55 - 59	\$0.71	
	60 - 64	\$1.08	
	65 - 69	\$2.09	
	70 - 74	\$3.39	
75	\$3.39		

Voluntary AD&D Employee	\$0.05 per \$1,000	
Voluntary AD&D Family	\$0.05 per \$1,000	
Dependent Term Life Package	\$3.46 per EE	
Child Life	\$0.124 per \$1,000	
Total		

Portal Software 5 Year Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Software License Access Fee(s)					
Structure Fee					
Monthly Maintenance Service Fee					
Totals					

Overall Total (both charts): _____

Company

Authorized Signature /Date

Name Printed

Title

FORM 2

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

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

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

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 RFP, and that the Contractor has checked the Proposal for errors and omissions and hereby states that they will comply with the specifications in all areas including approved equals and addenda that were granted by the Agency.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

FORMS 6 – A - 6 – D - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Forms 6 A – 6 D are **Intentionally Removed**

FORM 7

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

CONTRACTOR IS A CORPORATION

CONTRACTOR IS A PARTNERSHIP

CONTRACTOR IS AN INDIVIDUAL

CONTRACTOR IS A JOINT VENTURE

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 8

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 9

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

References should be for organizations where the proposer is currently or has recently provided Group Life Insurance. Proposers must provide, the name of the client, contact name, telephone, email address of the contact and a brief description of the work performed. Proposers should verify the reference's contact information before including the reference in the submission.

- 1. _____

- 2. _____

- 3. _____

- 4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 12

AFFIDAVITS

State of _____ County of _____

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 13

NOTICE TO CONTRACTOR

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 14- BUY AMERICA CERTIFICATION- INTENTIONALLY REMOVED

FORM 15 - BUY AMERICA CERTIFICATION – INTENTIONALLY REMOVED

FORM 16

SUBCONTRACTOR INFORMATION

Please provide the following information pertaining to proposed subcontractors: Firm Name, Description of Work, Contractor License Number with Date Information (if applicable), SAM & DUNS Numbers, Anticipated Subcontract or Supply amount, and Anticipated DBE%.

A.

6. FIRM NAME	7. CONTRACTOR LICENSE NUMBER & DATE
8. AMOUNT	9. DBE%
10. SAM & DUNS #	11. DESCRIPTION OF WORK

B.

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

C.

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

D.

7. FIRM NAME	8. CONTRACTOR LICENSE NUMBER & DATE
9. AMOUNT	10. DBE%
11. SAM & DUNS #	12. DESCRIPTION OF WORK

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

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

5.1 CONTRACT DOCUMENTS

Any contract resulting from this RFP shall include the following;

- Request for Proposals No. 2023134
- Proposal Award/Contract and all related Exhibits
- State of Tennessee Clauses – Exhibit A of the Contract

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

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

The prime contractor shall ensure that its subcontractors at all tiers are aware of and comply with these 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.

5.2 GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

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

2. PROPOSER AFFIDAVITS NON-COLLUSION

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

3. INSURANCE REQUIREMENTS

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

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

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

4. INTEREST OF MEMBERS OF THE AGENCY

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

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

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

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

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

7. INTEREST OF THE PROPOSERS

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

8. WORKERS COMPENSATION ACT

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

9. SOCIAL SECURITIES ACT

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

11. AUTHORITY TO ENTER CONTRACT

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

12. AUTHORIZATION OF PROPOSAL

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

13. SUBCONTRACT APPROVAL

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

14. COST/PRICE ANALYSIS

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

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

15. PRICING

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

16. PROMPT PAYMENT

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

17. PROTEST

A. Definitions for Purposes of the section

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

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

Note – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest.

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

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

C. Submission of Protest

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

The proposal and proposed contract number of the proposal.

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

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

D. Types of Protests and Timing

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

1. Protest regarding Proposal

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

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

2. Protests regarding Requirements and Responsiveness

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

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

3. Protest Regarding Receipt of Non-Award Notification

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

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

E. Agency Response

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

1. Types of Protests

a. Protest regarding the proposal

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

If the protest regarding the proposal involves a claim of unduly restrictive or exclusionary specifications, the Agency will, in evaluation of the protest, consider both the specific need of the Agency for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If the Agency determine that such feature or item was included in the specification in order to meet justified and valid transit needs of the Agency and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Agency 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 Agency will suspend its evaluation of all proposals submitted until resolution of the protest, if the Agency determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a proposal or the responsibility of a proposer or regarding the Agency' 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 Agency will not proceed with contract, if necessary, until the resolution of the protest if the Agency 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 Agency' procurement process.

2. Decisions by Agency

As indicated above, in most instances the Agency will suspend the procurement process upon receipt of a bona fide protest. However, the Agency reserve 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 Agency determine 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 Agency will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Agency' own investigation. If the protest is upheld, the Agency will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Proposal or Agency' determinations, or termination of the contract. If the protest is denied, the Agency will lift any suspension imposed and proceed with the procurement process. If the protestor is not satisfied with the response of the Director, the protestor may appeal in writing to the Chief Executive Officer or the CEO's designee ("CEO"), within five (5) business days from the date of the Director's response. The CEO, in his or her sole discretion, shall determine if the protest has been given fair and reasonable consideration by the Director, or if additional information is needed or consideration is warranted. The CEO will provide a response within ten (10) business days after receipt of the appeal. The CEO's decision is final and no further action on the protest shall be taken by Nashville MTA. By written notice to all parties, the Director or CEO may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

F. FTA Protest Procedure

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

18. ADDITIONAL SERVICES REQUEST

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

19. PROPOSED CONTRACT ALTERATIONS

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

20. ASSIGNABILITY

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

21. PUBLICATION AND MEDIA RESTRICTIONS

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

22. GRATUITIES AND KICKBACKS

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

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

5.3 STANDARD CLAUSES

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

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

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

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

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

4. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this Proposal shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master

Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. REAL PROPERTY

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

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

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

7. ENVIRONMENTAL JUSTICE

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

8. ENVIRONMENTAL PROTECTIONS

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

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

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

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

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

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

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

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

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

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

13. NOTIFICATION OF FEDERAL PARTICIPATION

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

END SECTION IV

VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)

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

**CONTRACT NO 2023134-C
BETWEEN
DAVIDSON TRANSIT ORGANIZATION
AND
CONTRACTOR
FOR EMPLOYEE/RETIREE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

This Contract No. 2023134 (hereinafter referred to as “Contract”) is entered into as of the ____ day of _____, 2023, by and between Davidson Transit Organization (hereinafter referred to as “DTO”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and CONTRACTOR (hereinafter referred to as “Contractor”), having its principal office located at, ADDRESS.

The following documents constitute the Contract and Contract Documents:

- Contract No 2023134
- Request for Proposals 2023134
- Contractor’s Proposal Dated _____

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 2023134
- Request for Proposals No. 2023134
- Contractor’s Proposal Dated _____

Notwithstanding the foregoing the terms and conditions of the group policy (ies) issued to DTO by Contractor, is herein incorporated by reference “Attachment A” however, the parties agree that where conflict may exist between the “policy” and this contract, that the terms and conditions of the contract shall prevail.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Duties and Responsibilities of Contractor

1.0 DTO has requested and Contractor has agreed to provide group life insurance services as detailed in the RFP and this Contract and Attached Policies. (Hereinafter referred to as “services”):

1.1 DTO reserves the right to purchase additional services Contractor may offer using this Contract. The additional services shall be agreed to in writing with a properly executed amendment between the parties. Additional services shall be invoiced at the rates as stated in the Purchase Order or in an Amendment as agreed to by both parties.

2. Term

2.0 The initial term of the Contract shall be for three (3) years, with an option for two (2) additional one (1) year contract terms.

2.1 The term of this Contract shall be as follows: Contract Start Date: _____; Contract End Date: _____

2.2 The term of the service(s) provided is defined on the Purchase Order(s).

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

3. Compensation/Invoices

3.0 Contract compensation shall be in the form of monthly premium payments in accord with the Rate Structure below:

3.1 Contractor shall submit invoices to: MTA.AccountsPayable@nashville.gov with a copy to: _____

4. Acceptance of Services

4.0 If the service is not acceptable, DTO will furnish a letter of non-acceptance detailing the deficiencies within sixty (60) days after Acceptance of Services. Acceptance of Services shall not release the Contractor from liability for services not performed, faulty workmanship or service appearing even after final payment has been made.

5. Taxes

5.0 DTO 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 DTO.

6. Title Warranty

6.0 Contractor warrants that it has good title to and/or the right to sell the services and represents that all services delivered to DTO are free and clear of all liens, claims or encumbrances of any kind. Contractor shall defend, indemnify and hold DTO harmless from and against all claims, liability, loss, damage or expense including legal fees, arising from any actual or claimed infringement of any trademark, patent, copyright, or other intellectual property right with respect to the services, or their use by DTO. In the event use of the services are restricted or interfered with as a result of such infringement, Contractor shall, at its cost, procure non-infringing services, for DTO which are equal substitutes for the services in all material respects; or obtain for DTO the right to use the services without infringement; or refund to DTO all monies paid by DTO. Notwithstanding the foregoing, the Contractor's obligations contained in this Section will not apply where DTO has misused Contractor's services and the infringement or claim of infringement is based on the modification or misuse.

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

7.0 Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against DTO to the extent that it is based on a claim that the Service Work or other work products furnished infringe a copyright, Trademark, Service Mark, or patent. The Contractor shall have sole discretion in selecting counsel. Contractor shall further indemnify and hold harmless DTO against any award of damages and costs made against DTO by a final judgment of a court of last resort in any such suit. DTO shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. DTO reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon DTO unless approved by the DTO Board.

7.1 If the service or work products furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- 7.1.0 Procure for DTO the right to continue using the products or services.
- 7.1.1 Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to DTO, so that they become non-infringing.
- 7.1.2 Remove the products or discontinue the services and cancel any future charges pertaining thereto.
- 7.1.3 Provided, however, that Contractor will not exercise option 8.1.2 until Contractor and DTO have determined that options 8.1.0 and 8.1.1 are impractical.

7.2 Contractor shall have no liability to DTO, however, if any such infringement or claim thereof is based upon or arises out of:

- 7.2.0 The use of the Service Work or other work products in combination with apparatus or devices not supplied or else approved by Contractor.
- 7.2.1 The use of the Service Work or other work products in a manner for which the Service Work or other work products were neither designated nor contemplated.
- 7.2.2 The claimed infringement in which DTO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. Termination

8.0 Breach - 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, DTO shall have the right to terminate the Contract with a thirty (30) day notice and cure period. Such termination shall not relieve Contractor of any liability to the other for damages sustained by virtue of any breach by Contractor.

8.1 Lack of Funding - Should funding for this Contract be discontinued, DTO shall have the right to terminate the Contract immediately, with no penalty, upon written notice to Contractor.

8.2 Notice by DTO - DTO may terminate this Contract at any time, with no penalty, upon fifteen (15) day written notice to Contractor. In the event of a termination under this section, Contractor will be compensated in accordance with the status of the services performed.

8.3 This Contract shall be coterminous with the group insurance policy(ies) issued by Contractor to DTO, unless option to extend as stated in section 2.1 above are executed by written mutual agreement.

9. Maintenance of Records

9.0 Contractor shall maintain documentation for all charges against DTO. The books, records, and documents of Contractor, insofar as they relate to Services performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at DTO's expense, at any reasonable time and upon reasonable notice by DTO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

10. Monitoring

10.0 To the extent permitted under applicable law, the Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by DTO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

11. DTO Property

11.0 Any DTO 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 DTO by

Contractor upon termination of the Contract. All goods, documents, records, work and other work product and property produced solely for DTO during the performance of this Contract are deemed to be DTO property. Notwithstanding the foregoing, this Section shall not apply to information collected by or sent directly to Contractor from any third parties for implementing or administering its insurance contracts or any information, materials and documents in which any applicable law imposes restrictions and obligations upon Contractor with regard to the disclosure of such information to DTO.

12. Modification of Contract

12.0 This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed by all parties and their signatories hereto.

13. Partnership/Joint Venture

13.0 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 the Contractor is an independent Contractor to DTO and as such shall be viewed in law and equity as an independent contractor. No vicarious liability shall be imposed upon the DTO; Nashville Metropolitan Transit Authority; Greater Nashville Regional Council, its employees, officers, Board members and member governments; Metropolitan Government of Nashville and Davidson County by any action of the Contractor in the performance of this Contract nor shall the doctrine of respondent superior be applicable to the DTO; Nashville Metropolitan Transit Authority; Greater Nashville Regional Council, its employees, officers, Board members and member governments; Metropolitan Government of Nashville and Davidson County through this Contract. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

14. Waiver

14.0 No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

15. Employment

15.0 Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15.1 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 Contract.

15.2 Violation of either 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 DTO.

16. Warranty

16.0 Contractor warrants that the information provided by Contractor reflects 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 other services under this Contract, pursuant 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. Approval or acceptance by DTO of any of Contractor's Service, work or other work products under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall DTO's approval or acceptance be deemed to be the assumption of responsibility by DTO for any defect or error in the service, work or other work products prepared by Contractor, its employees, associates, agents, or subcontractors.

16.1 Contractor shall keep DTO informed of the progress of the service, work or other work products as mutually agreed by the parties and shall guard against any defects or deficiencies in its work.

16.2 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable service work or other work products. Contractor shall, at no cost to DTO remedy any errors, deficiencies or any service, work or other work products found unacceptable, in DTO's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work Product.

16.3 Contractor's service, work or other work products shall be the exclusive property of DTO. Upon completion or termination of this Contract, Contractor shall promptly deliver to DTO all records, notes, data, memorandum, models, and any other material of any nature that are within Contractor's possession or control and that are DTO property or relate to DTO or its business. Notwithstanding the foregoing, this Section shall not apply to information, records, notes, data, memorandum, models, or any other material collected by sent directly to Contractor from any third parties for implementing or administering its insurance contracts or any information, records, notes, data, memorandum, models, or any other material in which any applicable law imposes restrictions and obligations upon Contractor with regard to the disclosure of such information to DTO.

17. Assumption of Risk

17.0 Contractor shall indemnify, defend and hold harmless DTO, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, with the work done by Contractor under this Contract. In the event of personal injury to or death of Contractor's employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of DTO. Such indemnity shall not apply, however, to liability arising from the injury, death, or property damage of persons other than the Contractor or its employees to the extent such liability is caused by or results from the sole negligence of DTO.

17.1 Contractor assumes full responsibility for the service, work or other work products to be performed hereunder and hereby releases, relinquishes, and discharges DTO, its offices, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) to the extent caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands and causes of action are covered, in whole or in part, by insurance.

18. Existing DTO Proprietary Rights

18.0 DTO will retain existing ownership and all proprietary rights to its information. Some information may need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat DTO information as strictly confidential.

19. DTO Owned Data

19.0 DTO 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 DTO information as strictly confidential.

20. Independent Contractor

20.0 Contractor is offering its services under this Contract as an independent contractor to DTO. In determining the existence of the Contractor, independent contractor status, the common law right to control shall apply. It is understood and agreed by DTO and Contractor that Contractor is and shall be viewed, treated and held out to be an independent contractor. Contractor and its employees are not employees or agents of DTO and are not eligible

nor will receive any benefits through DTO, including but not limited to: federal social security, health, dental, or prescription of life insurance benefits, credit union or deferred compensation plans, and annual and sick leave benefits.

21. Compensation of Contractor's Personnel

21.0 As neither Contractor nor Contractor's Personnel are DTO employees, DTO shall not take any action or provide Contractor's Personnel with any benefits or commitments inconsistent with any of such undertakings by Contractor. Rather, Contractor shall bear sole responsibility for payment of compensation to its personnel. Contractor shall procure and maintain Worker's Compensation Insurance as stated in Section 22 Insurance.

22. Insurance

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

- a) General Liability Insurance in the amount of one million dollars (\$1,000,000)
- b) Automobile Liability Insurance in the amount of one million dollars (\$1,000,000)
- c) Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- d) Such insurance shall:
 1. Contain or be endorsed to contain a provision that includes DTO, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the 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 above-listed insured's.
 2. For an claims related to this Contract Contractor's insurance coverage shall be primary insurance as respects DTO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering DTO, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 3. 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 DTO, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.
 4. Worker's Compensation (if applicable), Contractor shall maintain workers' compensation insurance 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 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 services, furnish DTO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

Davidson Transit Organization
430 Myatt Drive
Nashville, TN 37115
Attn: Procurement Department

- b) Provide certified copies of endorsements and policies if requested by DTO 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 services commence until services are completed and attach the certificates of insurance in DTO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by DTO as a material breach of 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 appeal to the DTO Director of Risk Management Services.
- f) Require all subcontractors to maintain during the term of the agreement 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 in DTO's system.
- g) Any deductibles and/or self-insured retentions greater than \$10,000 dollars must be disclosed to and approved by DTO prior to the commencement of services.
- h) If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

23. Indemnification and Hold Harmless

23.0 Contractor will indemnify, defend and hold harmless DTO, its officers, agents and employees from:

23.1 Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

23.2 Any claims, damages, penalties, costs and attorney fees arising from any 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.

23.3 DTO will not indemnify defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

23.4 Notwithstanding the contrary herein, Contractor's obligations contained in this Section 24 shall not apply to the extent that any such claims, damages, costs, penalties, and fees arise from or are in any manner connected with DTO's breach of this Contract, negligence, willful misconduct, or violation of any law or regulation.

24. Nondiscrimination

24.0 It is the policy of DTO 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 this Contract, Contractor certifies and warrants it will comply with this policy. No person shall unlawfully be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in DTO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be unlawfully excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with DTO or in the employment practices of DTO's contractors.

25. Ethical Standards

25.0 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 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 DTO contracts.

26. Assignment-Consent Required

26.0 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 rights of money 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 DTO. Any such assignment of transfer shall not release Contractor from its obligations hereunder.

26.1 Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in this Contract at the same prices, terms and conditions. DTO reserves the right to assign any or all portions of Services awarded under this Contract. This assignment, should it occur, shall be agreed to by DTO and Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the Contractor for obligations to the service assigned. DTO's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. DTO 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 Contractor.

26.2 Notice of assignment of any rights under this contract must be sent to the attention of:

Davidson Transit Organization
430 Myatt Drive
Nashville, TN 37115
Attn: Procurement Department

27. Governing Law

27.0 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 the Contractor may provide. Notwithstanding the foregoing, any insurance policy(ies) or certificates issued by Contractor to DTO shall be subject to the laws of the state(s) governing the policy(ies) or certificate(s).

28. Venue

28.0 Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County of the State of Tennessee.

29. Entire Agreement

29.0 This Contract, any insurance contracts, and other agreements entered into between the parties constitute the entire set of agreements and understandings 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. In the event of dispute the terms and conditions of this contract shall prevail.

30. Export

30.0 Contractor represents and warrants that neither the Product, Documentation, Work nor the work product shall 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 DTO for any breach of this representation.

31. Force Majeure

31.0 No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation of covenant 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.

32. Severability

32.0 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.

33. Contract Alterations

33.0 No alterations or variables in the terms of this Contract and the RFP shall be valid or binding upon DTO unless agreed to and authorized in writing by DTO.

34. Notices

34.0 Any and all notices, requests, demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing under this Contract and shall be sent to:

DTO: Davidson Transit Organization
430 Myatt Drive
Nashville, TN 37115
Attn: Procurement Department

Contractor: Insert Contractor Information

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

Davidson Transit Organization

[Contractor Company]

Andy Burke, President

Authorized Signatory, Title

Date: _____

Date: _____

Exhibit A to Contract
Tennessee State Contract Clauses

Conflicts of Interest.

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

Lobbying.

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

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

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

Nondiscrimination.

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

Public Accountability.

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

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

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

Public Notice.

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

Records.

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

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

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

Exhibits To Be Added to Final Contract for Execution

Exhibit C - Contractor's Accepted Price Proposal