



ITB 2023115
Industrial Janitorial Supplies

Date Issued: August 9, 2023

Proposal Due: September 1, 2023

Facilitator:
Kim Hereford
Procurement Manager
Kim.hereford@nashville.gov
615-862-6118



INVITATION TO BID

MTA Main Office
43Myatt Drive
Nashville, TN 37115

**BID MUST BE RECEIVED PRIOR TO
2:00 P.M. CT.
SEPTEMBER 1, 2023**

**BID NUMBER
2023115**

INSTRUCTIONS:

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

Nashville Metropolitan Transit Authority (MTA) (hereafter may be referred to interchangeably as the “**Agency**” or the “**Authority**”) is soliciting Bids from firms qualified to provide industrial janitorial supplies (hereafter may be referred to interchangeably as “**Supplies**”)

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

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

BID DEADLINE

Bids will be accepted, via e-mail to: kim.hereford@nashville.gov until 2:00 PM, Central Time (CT), September 1, 2023. Bids received after this date and time will not be accepted. See Section II. 2 Instructions to Bidders for delivery of Bids for instructions.

CLARIFICATION AND SUBSTITUTION DEADLINE

All requests for clarification, substitutions, and any other inquiries related to this ITB must be received by Kim Hereford, Project Manager, no later than 2:00 PM (CT), August 17, 2023, at via e-mail at kim.hereford@nashville.gov.

PRE-BID MEETING

There is no pre-meeting for this solicitation.

ONSITE FACILITIES TOUR

An onsite facilities tour is available up on request. Firms interested in scheduling facilities tour must contact kim.hereford@nashville.gov by 10:00 AM (CT), August 14, 2023.

ADDENDA REQUEST

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

I HAVE READ AND UNDERSTOOD THIS INVITATION TO BID (ITB) and do herein request copies or notices of addenda. The information requested below must be received no later than, 2:00 PM (CT), August 17, 2023, via e-mail at kim.hereford@nashville.gov.

Company Name	Phone Number	Fax Number

Address		

Point of Contact	Title	
E-mail Address: _____		

Pre-Bid Conference	2
Onsite Facilities Tour	2
Bid Deadline	2
Addenda Request	3

TABLE OF CONTENTS

I. INTRODUCTION	4-7
Solicitation Schedule	5
Disadvantaged Business Enterprise Program Participation Goal	7
II. INSTRUCTIONS TO BIDDERS	8-18
Substitution Requests	9
Delivery of Bids	10
III. SCOPE, BID FORMAT & GENERAL TERMS/CONDITIONS	19-30
Scope of Work	19-21
Bid Format	22-67
IV. FTA MODEL CLAUSES AND FORMS	33-44
Bid Forms	46-67
V. CONTRACT TERMS AND CONDITIONS (PROPOSED)	68-86
Term	69
Warranty	70-71

I. INTRODUCTION

1.1 GENERAL

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

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

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

1.2 OVERVIEW

The Agency is seeking bids for a fixed-price contract for Industrial Janitorial Supplies, as outlined in Section III.A. The successful bidder will receive a blanket purchase order for an initial three-year term, potentially extendable by two additional one-year option periods.

Bidders must adhere to the bid format specified in Section III.B and include all forms listed in Section IV in their submissions; even if Disadvantaged Business Enterprise forms (Form 6 A-D) or subcontract forms (Form 16) are not applicable, they should still be marked N/A and included in the bid submission.

Review the technical and legal requirements detailed in this solicitation and consult Section V for specific legal stipulations. All bids must comply with guidelines and regulations outlined in this bid.

1.3 SOLICITATION SCHEDULE

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

Meeting and Deadlines	Month, Day, Year, Time
Pre-Bid Meeting via WebEx	NA
Addenda Request Submittal Deadline	August 17, 2023, at 2:00 PM (CT)
Onsite Facilities Tour (Available on Request)	The week of August 14 th
Question / Clarification / Substitution Submittal Deadline	August 17, 2023, at 2:00 PM (CT)
Bid Submittal Deadline	September 1, 2023, at 2:00 PM (CT)
Public Bid Opening via WebEx	September 1, 2023, at 2:15 PM (CT)
Public Bid Meeting Information: **Note: Attendees, please send an email with your contact information to log attendance.** Link: https://nashville.webex.com/nashville/j.php?MTID=mca552a3740a40b21ceff2627e2000f43 Meeting Number: 2497 056 5335 Meeting Password: mYjUgNre873 Meeting Agenda: During the Bid Opening, the company name(s) of the bidder(s) and their respective total bid amount(s) will be announced. Bid-related information, including any addenda, will be posted on www.nashvillemta.org . It is important to note that the announcement of bid pricing does not indicate an award of the contract. Following the public bid opening, the Agency will undertake an evaluation of the bids in accordance with the criteria outlined in Section I.5.	

Bidders acknowledge that any oral communication, explanation, or instruction provided by The Agency shall not be considered legally binding, and they agree that they are solely responsible for checking the Agency's website (www.nashvillemta.org) to ensure they have the most current and accurate information regarding the Bid.

1.4 COST INCURRED BY BIDDER

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

1.5 EVALUATION OF BIDS

The Agency, as the contracting authority, possesses full legal authority to conduct the evaluation process and impose the following requirements on bidders:

- a. Preliminary Screening: All bids will be subject to initial screening to verify compliance with the minimum qualifications and all other requirements stated in the solicitation. Bidders are bound by these requirements and must ensure their submissions meet the stated criteria.
- b. Responsiveness and Financial Evaluation: Each bid will undergo a comprehensive review to assess its compliance with all material aspects of the solicitation, including submission method, timeliness, required content, and financial aspects. Bidders must provide accurate and complete information as required by the solicitation to avoid disqualification. The Agency reserves the right to request additional clarification from bidders, which must be promptly provided.
- c. Responsibility Assessment: The Agency will evaluate the bidder's organizational capacity, financial stability, personnel qualifications, facilities, and other factors critical to successfully executing the work described in the solicitation. Bidders must demonstrate their capability to fulfill the contractual obligations as outlined in the solicitation.
- d. Past Performance Evaluation: The Agency may evaluate the bidder's track record, considering factors such as successful completion of previous contracts, adherence to specifications and obligations, timeliness, quality of work, and customer satisfaction. Bidders are advised to maintain a favorable track record to enhance their chances of selection.
- e. Intent to Award: The Agency will issue an Intent to Award to the bid that is deemed the most competitive and has successfully passed all evaluation stages. To be considered for the award, bidders must fully comprehend and accept the scope of services, terms and conditions, and all other requirements. Any exceptions or modifications to these conditions and requirements must be expressly stated in an Appendix attached to Part 8 of the bid submission, as outlined in Section III.B, Part 8. The Agency retains the authority to reject any proposed exceptions or modifications. It should be understood that the intent to award may be subject to changes or modifications determined by the Agency, without any obligation or requirement for explanation.
- f. Right to Negotiate: The Agency expressly reserves the right to engage in negotiations with the selected bidder regarding terms, conditions, and prices. Alternatively, the Agency may award the contract without negotiation if the bid is deemed satisfactory as submitted. If negotiations with the initially selected bidder fail or prove unsatisfactory, the Agency retains the authority to enter into negotiations with any other bidders from the remaining pool who have successfully passed the evaluation process. Ultimately, the Agency may award the contract to the bidder it deems most advantageous based on the negotiated terms.
- g. Notice of Proceed: The issuance of the Notice to Proceed to the successful bidder is contingent upon obtaining explicit approval from the Nashville MTA Board members and the CEO of WeGo Transit. This step ensures that all necessary approvals are obtained before proceeding with the contract.

By submitting a bid, each bidder acknowledges and agrees to abide by these terms, acknowledging the Agency's legal authority in conducting the procurement process. The Agency remains committed to maintaining a transparent, equitable, and comprehensive evaluation process.

1.6 BID ACCEPTED

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

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

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

1.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

END SECTION I

II. INSTRUCTIONS TO BIDDERS

2.1 REQUESTS FOR CLARIFICATION AND SUBSTITUTION

The Procurement Department will accept written requests for interpretation or correction of any part of the Scope of Services, other Bid documents or specifications, and Substitution Requests until 2:00 PM (CT), August 17, 2023. Bidders may submit written requests via email:

Email
kim.hereford@nashville.gov

The bidder submitting the request bears the responsibility for ensuring its timely delivery and confirmation of its receipt. The request must detail the issue and reference the relevant section of the Bid, where applicable, to assist the Agency in its assessment. The Agency retains the right to distribute any corrections or alterations to the Bid to recipients who have submitted an “Addenda Request” at the address provided.

In the interest of compliance with the Agency's procurement policies and procedures, all substitution requests for Industrial Janitorial Supplies must be lodged before the substitution deadline. The Agency expressly reserves the right to either approve or deny any substitutions, in accordance with their adherence to the specifications and performance standards outlined in the bid documents. Substitutions must meet or exceed the technical and performance specifications of the original item and may be subject to additional testing and comparison by the Agency. Bidders are cautioned that failure to secure prior approval from the Agency and to include the approved substitution in the Bid document without formal approval may result in the bid being deemed non-responsive. The Agency reserves the absolute right to approve or reject any substitute items, without any accompanying obligation. To submit a formal request for substitution, please refer to the Substitution Request Form on the following page.

Verbal Communications Disclaimer: Any verbal communications between the Agency and Bidders are not considered binding. Such interactions merely serve to provide additional context or elucidate written clarifications. It is expressly stated that only written agreements, amendments, or clarifications issued by the Agency carry legal weight. Bidders are advised to obtain all crucial clarifications and confirmations in writing from the Agency to avoid misunderstanding and ensure enforceability.

SUBSTITUTION REQUEST FORM

Bid Number: 2023115

Company:

Contact Information (name, email, phone):

Technical and Performance Specifications			WeGo Decline or Accept
Original Substitute Item (line #, manufacturer name & number):	Proposed Substitute Item (manufacturer name & number):	List of equal or better technical specifications of substitution:	

Instructions:

1. Fill in the provided table, outlining both the original item and substitute item specifications comprehensively. Non-compliance with accurate information may result in rejection of proposed substitution.
2. If needed, extra lines or pages may be used to complete your substitution list.
3. Attach any supporting documents, such as technical data sheets, as separate pages at the end of this form. Label supporting documents clearly using the Original Substitute Item from your substitution request as an identifier.

The Agency holds the right to accept or reject any substitute items, without obligation or explanation.

2.2 DELIVERY OF BIDS

Bidders must email their bid, including all required forms as per Section IV, in the prescribed format outlined in Section III-B to kim.hereford@nashville.gov by 2:00 PM (CT), September 1, 2023. The responsibility for the bid's completeness and its timely delivery rests solely with the Bidder.

The subject line of the email should be labelled "**BID 2023115 – Janitorial Supplies and Equipment**". Bids received post the deadline will not be considered by the Agency. Each bid will be logged by a Procurement Staff member, noting the date and time of receipt before the public opening.

Please note, the Agency's incoming email file size limit is 30MB. Bidders are responsible for ensuring that emailed bids are fully received within the stipulated timeframe. The Agency assumes no responsibility for emailed bids not received by the due date and time. To ensure confirmation of receipt by the Agency, Bidders are encouraged to request a receipt from kim.hereford@nashville.gov.

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

Meeting Link: <https://nashville.webex.com/nashville/j.php?MTID=mca552a3740a40b21ceff2627e2000f43>

Meeting Number: 2497 056 5335

Meeting Password: mYjUgNre873

September 1, 2023 at 2:15 p.m. CST

2.3 BID WITHDRAWAL

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

2.4 UNACCEPTABLE BID

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

2.5 REJECTION OR ACCEPTANCE OF BIDS

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

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

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

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

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

2.6 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

A. Introduction

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

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

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

B. Required Documents

The following documents must be submitted with the Bid:

I. Letter(s) of Intent

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

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

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

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

II. DBE Goals Accomplishment Statement

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

III. DBE Utilization Form

The Bidder must submit a fully completed DBE Utilization Form.

C. Definition of Socially and Economically Disadvantaged

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

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

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) “Black Americans” which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) “Asian-Pacific Americans” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) “Subcontinent Asian Americans” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives islands, Nepal or Sri Lanka;
 - (vi) Women
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

D. DBE Liaison Officer

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

E. DBE Certification

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

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

F. Identification of Contract Goal and Requirements

For this contract, the DBE goal is established as **0%**. In order for the Bid to be responsive, the Bidder must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a Bidder’s DBE Accomplishment Statement proposes a DBE percentage less than the established goal, the Bidder must, at the time of making the response, submit appropriate documentation justifying its submitted DBE percentage. The Agency reserves the right to request additional documentation or information from Respondent regarding its DBE Accomplishment Statement, Utilization plan or Letters of Intent, and, if applicable, any good faith efforts documentation. If The Agency enters into a contract based on the Bidder’s DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by The Agency will become a contractual requirement.

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

G. Good Faith Efforts Statement and Requirements

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

The following is a list of types of actions that may be part of a Bidder's efforts to obtain DBE participation and may be included in the DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- (a) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- (b). Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the will be achieved.
- (c). Providing any interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) Negotiating in good faith with any interested DBE. It is the Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.
- (e) Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (f) Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (g) Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.
- (i) Making efforts to identify and assist eligible firms, which are not yet certified by the Agency or the TN UCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the contract.

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

H. Counting DBE Participation

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

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

- (a) When a DBE participates in a contract or subcontract, the Contractor will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's own forces and supplies purchased or equipment leased by the DBE as described below, especially (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor or its affiliate.) The Contractor will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that The Agency determines the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.
- (b) When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, the clearly defined portion of the work of the contract that the DBE performs with its own forces count toward DBE goals.
- (c) The Bidder will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Bidder will evaluate industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The Bidder will determine questions of commercially useful function with regard to trucking companies under 49

CFR Part 26.55 (d).

- (d) The Bidder will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). **Note:** Bidder should review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable). It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.
- (e) If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the Bidder will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).
- (f) The Bidder will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).

I. Prompt Payment and Retainage

The Contractor agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than thirty (30) days from the receipt of each payment it receives from the Agency.

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

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

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

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

J. Termination of DBE Subcontractor

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

K. Continued Compliance

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

L. 49 CFR Part 26

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

2.7 PUBLIC RECORDS/CONFIDENTIALITY

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

2.8 FORMS PROVIDED

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

END SECTION II

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

A. SCOPE OF WORK

Janitorial Items (Refer to Section IV, FORM 1, for required line items list)

The Agency requires various cleaning and janitorial supplies. The manufacturer's item number(s) and brand name(s) listed serve as the standard for technical specifications and performance. To request a substitution, bidders must complete the formal Substitution Request Form found in Section II – Request for Clarification and Substitutions; any proposed substitution must be equivalent or surpass the technical and performance specifications of the original item. Bidders can select the manufacturer and brand when the corresponding fields are left blank. Still, it is crucial to ensure that the bidder's selection aligns with the Product Description specifications, Case Pack, and Unit of Measure requirements to ensure accurate pricing in the final bid.

No alterations may be made to fields that have already been completed by the Agency, such as Line, Product Category, Manufacturer Item Number, Brand Name, Case Packing, Unit of Measure, Annual Purchasing Forecast Per Unit, and 5-Year Purchase Forecast Per Unit, *unless* substitutions have been formally approved by the Agency following the Formal Procedure for Substitution Request wherein which Manufacturer Item Number and Brand Name may be modified to reflect the approved substitution. Bidders must strictly adhere to this requirement to maintain bid responsiveness. It is explicitly prohibited for the bidder to modify or alter any fields completed by the Agency, except when substitutions have been formally approved. Failure to comply with this requirement will result in the bid being deemed non-responsive. Additional requirements are as follows:

1. **Additional Items:** The agency reserves the right to purchase other janitorial supplies outside of the listed products.
2. **Product Acceptance:** The Agencies reserve the right to perform quality assurance testing during the duration of any contract that may be made. Changes in the quality of product supplied will be addressed and can result to termination. If any alterations in the quality or composition of the products are identified, these will be considered a breach of contract, leading to potential termination.
3. **Quantities:** No guarantee is made or implied regarding the minimum or maximum quantities that may be purchased during the blanket purchase order period. The Agency estimate of usage per year for each product will vary. The Bidder shall manage a list of stocked products at all facilities. The Bidder will also be responsible for inventory management for The Agency's facilities only. This will include keeping all locations up to par of stocked products, including but not limited to, one case of every cleaning supply, and two cases of any paper product; these items must be stocked at all times. The Agency reserves the right to add or take away inventory items. The Agency's Operating Manager will manage and order supplies as needed. The Bidder should provide a proposed inventory management plan that describes their approach to maintaining stock levels and responding to changes in demand.
4. **MSDS / SDS Sheets:** As required, Material Safety Data Sheets (MSDS) / Safety Data Sheets (SDS) shall be furnished for all items as applicable upon initial delivery. Bidder shall supply to the Agency Material Safety Data Sheets (MSDS) compliant with the Globally Harmonized System (GHS) format per OSHA's Hazard Communication Standard according to the state requirements prior to delivery of

product. In addition, the Bidder should provide an assurance that updated MSDS/SDS sheets will be provided in a timely manner if/when product formulations change.

5. Delivery: Deliveries shall be F.O.B. Destination at The Agency delivery locations between 8:00 a.m. and 3:00 p.m. Monday thru Friday excluding holidays; 130 Nestor Street, Nashville, Tennessee 37210, 430 Myatt Drive, Nashville, Tennessee 37115, 400 Charlotte Ave., Nashville, TN 37219. The Agency will provide instructions to the successful Bidder as to the quantities that are to be delivered to each location. Parts must be delivered in the manufacturer's packaging (either Original Equipment Manufacturer or approved Aftermarket Manufacturer) to The Agency. The Agency reserves the option to pick up deliveries, on occasion, at the Contractor's place of business. No additional charges for transportation, delivery or deposits shall be added. Packaging papers and boxes should be clearly readable with the corresponding part numbers. The successful Bidder must guarantee that in the event of a declared emergency or natural disaster, supply and delivery priority will be given to the agency's vehicles. The Bidder should include a contingency plan outlining the strategy for ensuring priority delivery during a declared emergency or natural disaster.
6. Discontinued or Superseded Parts: If a listed part has been discontinued or superseded, the Bidder/Vendor shall notify The Agency as soon as possible with the following information (The Agency reserves the right to reject any substitute items that do not meet its requirements at its sole discretion, without obligation):
 - a. Documentation from the manufacturer that the part has been discontinued.
 - b. Manufacturer documentation that names the replacement part and new part number or equivalent.
 - c. Price for the replacement part or equivalent. The Bidder should additionally provide a proposed process for identifying and proposing alternative products in case of discontinuation or supersession, ensuring the replacement part meets or exceeds the original part's quality and functionality, and is no greater than the originally bid price.
7. Training and Technical Support: The Bidder should propose a plan for providing training and technical support on product usage and safety, particularly for items that require specialized handling or application. This may include on-site demonstrations, video tutorials, user manuals, etc. The Bidder should also indicate the availability and responsiveness of their customer service for addressing any product-related queries or issues.
8. Warranty and Product Support: The Bidder should provide information on the warranty period and terms for all products. The Bidder should also specify their process for handling returns, replacements, or repairs under warranty, including any potential costs that may be incurred by the Agency.
9. Continuous Improvement: The Bidder should express their willingness to engage in a continuous improvement process with the Agency, striving to achieve optimal delivery timeliness, customer service, and overall contract performance.
10. Performance Metrics, Evaluation, and Rectification Period: The Agency will implement a system of key performance indicators (KPIs) to evaluate the Bidder's performance. The primary KPIs include the Product Quality Compliance Rate, On-Time Delivery Rate, and Inventory Management Accuracy.
 - a. Product Quality Compliance Rate measures the percentage of delivered items meeting the product specifications outlined by the Agency. It is calculated as (Number of Products Meeting Specifications / Total Number of Products Delivered) x 100. The Agency seeks a 100% compliance rate with a threshold of at least 95%. Measurements will be conducted randomly or in instances where performance issues have been raised

- b. On-Time Delivery Rate is the percentage of orders delivered within the specified time and at the right location. It is calculated as $(\text{Number of On-Time Deliveries} / \text{Total Number of Deliveries}) \times 100$. The target rate is 95% or above. Measurements will also be conducted randomly or when performance concerns have been flagged.
- c. Inventory Management Accuracy reflects the accuracy of inventory levels maintained by the Bidder. It is calculated as $(\text{Number of Accurate Stock Checks} / \text{Total Number of Stock Checks}) \times 100$. The aim is for a consistent accuracy rate of at least 95%. Measurements of this KPI will be taken at random intervals or when inventory management issues are suspected.
- d. Regular evaluations of performance against these KPIs will be conducted and the results may be shared with the Bidder. In the event that the Bidder does not meet the set KPIs, a Performance Rectification Period may be initiated. During this period, the Bidder may be given the opportunity to improve and meet the required performance standards within a specified timeframe, from the date of the performance review meeting. The exact duration will be set depending on the severity and nature of the performance issue.
- e. Failure to meet the required performance standards by the end of the Rectification Period may result in termination of the contract. It is the expectation of the Agency that the Bidder will proactively address any performance issues and collaborate with the Agency to ensure ongoing high-quality service and supply of products.
- f. The above performance metrics and rectification process are designed to foster a partnership approach with the Bidder, ensuring continuous improvement and delivery of high-quality products and services. These KPIs will be periodically reviewed and adjusted as necessary to meet the changing needs and expectations of the Agency.

B. BID FORMAT

Bids must be arranged as indicated below, divided into eight clearly labeled sections. Each section should be concise, clear, and deliver adequate detail. Each part below represents a minimum requirement requested by The Agency.

PART 1: Company Introduction (2-page maximum)

- Provide an overview of your company, including organizational structure, staffing details, and location(s).
- Identify your contact person(s) with their title, contact information, and emergency contact details.
- Highlight your firm's experience in the past thirty-six (36) months providing similar services.

PART 2: Product Supply and Inventory Management (2-page maximum)

- Describe your strategy for inventory and vendor-managed inventory (VMI), highlighting your approach to managing stock levels at the Agency's facilities and responding to changes in demand.
- Discuss your procedure for identifying and proposing alternative products in case of product discontinuation or supersession.

PART 3: Quality Assurance and Safety Compliance (2-page maximum)

- Explain your quality assurance process, addressing your approach to manage product quality and composition, and how you deal with defects or issues.
- Detail your process for providing Material Safety Data Sheets (MSDS) / Safety Data Sheets (SDS) for all items as applicable upon initial delivery, and your assurance for timely updates if/when product formulations change.

PART 4: Customer Service and Emergency Response (2-page maximum)

- Detail your approach to communication during service delivery and implementation, your process for addressing customer concerns or issues, and your response time for customer inquiries or support requests.
- Describe your strategy for ensuring priority delivery during emergency or natural disaster scenarios.

PART 5: Pricing and Value Proposition (2-page maximum)

- Provide detailed pricing information, including pricing strategy for substitutions and replacement parts.
- Outline any discounts offered, including volume discounts or any other special price considerations.
- Emphasize how your pricing aligns with the required specifications and quality standards, highlighting your competitive edge.

PART 6: Key Performance Metrics (2-page maximum)

- State your understanding and acceptance of the Key Performance Indicators (KPIs) as set by the Agency, and explain your plan to meet these KPIs.
- Detail your approach to rectifying performance issues within a stipulated timeframe and your strategy for continuous improvement and collaboration with the Agency.

PART 7: FTA Required Forms

The Agency requests the Bidder interested in responding complete the following forms located in Section IV FTA Model Clauses and Required Forms. Please review, sign and submit forms. **If a form is not applicable to your organization, please indicate not applicable and submit.**

*Bid Forms, Licensing and Permits

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

PART 8: Acceptance of The Proposed Contract Terms and Conditions

Upon submitting a bid, each bidder is presumed to have fully reviewed and understood the scope of services, general terms and conditions, and all other requirements delineated in the Proposed Contract. **Any exceptions or proposed modifications to these conditions and requirements must be clearly stated in an Appendix attached to Part 8 of the bid submission.**

The Agency expressly retains the absolute and unrestricted right to reject, either partially or entirely, any proposed exceptions or modifications at its sole discretion. The Agency is under no obligation to consider or accept any such proposed exceptions or modifications and will not entertain any additional contract exceptions beyond the specified bid due date deadline.

The acceptance of a bid should not be construed as an endorsement of any proposed exceptions or modifications contained therein. If proposed exceptions or modifications cannot be resolved to the satisfaction of the Agency, the Agency reserves the right, at its sole discretion, to engage with the next lowest bidder and potentially accept their offer.

By submitting a bid, each bidder acknowledges and agrees to the terms outlined above.

C. GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

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

2. BIDDER'S AFFIDAVITS NON-COLLUSION

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

3. INSURANCE REQUIREMENTS

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

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

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

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

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

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

f) Other insurance

g) Such insurance shall:

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

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

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

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

5. Other Insurance Requirements. Contractor shall:

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

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

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

d) Maintain such insurance from the time the Services commence until completed. Failure to maintain, renew coverage or provide evidence of renewal as required by The Agency may be treated by The Agency as a material breach and Default under this Contract.

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

f) Require all subcontractors to maintain during the Term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall file subcontractor's certificates of insurance as required by The Agency.

g) Disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain The Agency's written approval of such deductibles and/or self-insured retentions prior to the commencement of the Services.

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

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

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

4. INTEREST OF MEMBERS OF THE AGENCY

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

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

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

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

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

7. INTEREST OF THE BIDDER

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

8. WORKERS COMPENSATION ACT

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

9. SOCIAL SECURITIES ACT

The Bidder shall be and remain an independent Bidder with respect to all services performed and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and retirement benefits or annuities imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Bidder for work performed

under the terms of this contract. The Bidder agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under laws authorized by State or Federal officials; and Bidder also agrees to indemnify and save harmless the Agency from any contributions or liability therefore.

10. EQUAL EMPLOYMENT OPPORTUNITY

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

11. AUTHORITY TO ENTER CONTRACT

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

12. AUTHORIZATION OF BID

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

13. SUBCONTRACT APPROVAL

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

14. COST/PRICE ANALYSIS

The Agency reserves the right to conduct a cost or price analysis for any purchase or service. The Agency may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Bid received, will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on Bid prices. The Agency may require a pre-award audit, and potential Bidder shall be prepared to submit data relevant to the proposed work which will allow The Agency to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and The

Agency reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, The Agency reserves the right to reject the single Bid.

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

15. PRICING

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

16. PROMPT PAYMENT

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

17. PROTEST

A. Definitions for Purposes of the section

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

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

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

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

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

C. Submission of Protest

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

The proposal and proposed contract number of the proposal.

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

Director of Procurement and Business Diversity

430 Myatt Drive

Nashville, TN 37115

Denise.Richarson@nashville.gov

D. Types of Protests and Timing

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

1. Protest regarding Proposal

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

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

2. Protests regarding Requirements and Responsiveness

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

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

3. Protest Regarding Receipt of Non-Award Notification

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

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

E. Authority Response

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

1. Types of Protests

a. Protest regarding the proposal

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

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

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all proposals submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a proposal or the responsibility of a Bidder or regarding the Authority's compliance with Federal or State Regulations or its procurement process.

c. Protests after non-award notification

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

2. Decisions by Authority

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

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

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

F. FTA Protest Procedure

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

18. ADDITIONAL SERVICES REQUEST

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

19. PROPOSED CONTRACT ALTERATIONS

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

20. ASSIGNABILITY

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

21. PUBLICATION AND MEDIA RESTRICTIONS

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

22. GRATUITIES AND KICKBACKS

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

END SECTION III

IV. FEDERAL TRANSIT ADMINISTRATION CLAUSES AND REQUIRED FORMS

1. CONTRACT DOCUMENTS

Any contract resulting from this Bid shall include the following;

- INVITATION TO BID No 2023115 and all addenda
- Applicants Offer and Guarantee
- Bid Award/Contract

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

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

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

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

2. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

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

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

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

5. FEDERAL CHANGES

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

6. TERMINATION

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

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10)

days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

- d) Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

7. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- c) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal

statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

- d) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
- e) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
- f) Veterans Preference - As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Agency and its contractor agrees and assures that each of its subcontractors: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

8. DISADVANTAGED BUSINESS ENTERPRISE

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is **14%**. A separate contract goal has not been established for this procurement.
- b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) The successful Bidders will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from The Agency. In addition, the contractor may not hold retainage from its subcontractors.
- e) The contractor must promptly notify The Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of The Agency.
- f) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

10. GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Bid or Bid, the Bidder or Applicant certifies as follows:

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

11. BUY AMERICA

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

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

12. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or Bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the

tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. CLEAN AIR

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

15. CLEAN WATER

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

16. CARGO PREFERENCE

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

17. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is

available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. ENERGY CONSERVATION

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

19. RECYCLED PRODUCTS

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

20. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards:

To the extent applicable, Contractor agrees to conform, and assure its subcontractors' conformity, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue later, except to extent FTA determines otherwise in writing.

21. ADA ACCESS REQUIREMENTS

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

22. NIFICATION OF FEDERAL PARTICIPATION FOR STATES

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

STANDARD CLAUSES

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

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

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

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

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

4. COMPLIANCE WITH FEDERAL REGULATIONS

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

5. REAL PROPERTY

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

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient

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

7. ENVIRONMENTAL JUSTICE

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

8. ENVIRONMENTAL PROTECTIONS

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

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

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

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

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

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

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

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

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

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

End of Text on This Page

REQUIRED FORMS

Page Intentionally Left Blank.

FORM 1: Required Items List (Bidders are to Adhere to Requirements and Specifications Outlined in the Scope of Work Located in Section III.A) Form 1 must be completed in the Excel Spreadsheet as well.

Line	Product Category	Manufacturer Item Number	Brand Name	Product Description	Case Packing (CP) Unit of Measure	Annual Purchase Forecast Per Unit	5-Year Purchase Forecast Per Unit	1 st Year Unit Price (Per CP)	2 nd Year Unit Price (Per CP)	3 rd Year Unit Price (Per CP)	4 th Year Unit Price (Per CP)	5 th Year Unit Price (Per CP)
1.	Absorbent	RR4183	High Point Fibers	Pad Jumbo (41" x 83")	1 Each	28	140					
2.	Absorbent			Vorban	1 Bag	2	10					
3.	Batteries			Industrial Alkaline Batteries AA	12 Batteries Per Case	1	5					
4.	Batteries			Industrial Alkaline Batteries AAA	12 Batteries Per Case	1	5					
5.	Batteries			Industrial Alkaline Batteries C	12 Batteries Per Case	1	5					
6.	Batteries			Industrial Alkaline Batteries D	12 Batteries Per Case	4	20					
7.	Broom	7420	Carolina Mop	Angle Broom (18", metal handle, synthetic bristles)	1 Each	39	195					
8.	Broom	FG6374008LA	Rubbermaid	Lobby Broom	1 Each	18	90					
9.	Broom	59JM15	Rubbermaid	Upright Dustpan and Lobby Broom Combo	1 Each	20	100					
10.	Broom	30118H	O'Dell Corp.	Push Broom (18", metal handle, fine synthetic bristles)	1 Each	8	40					
11.	Broom	CFS4501324	Carlisle	Push Broom Head (18", soft flagged synthetic bristles)	1 Each	3	15					
12.	Broom	CFS3621923603	Carlisle	Push Broom Head (36", standard synthetic bristle)	1 Each	2	10					
13.	Broom			Broom Handle (60", metal handle, 3/4" thread)	1 Each	5	25					
14.	Broom			Broom Handle (54-60", wood handle, tapered)	1 Each	3	15					
15.	Broom	RCPM2550000	Rubbermaid	Dust Mop Frame (36")	1 Each	1	5					
16.	Broom	G22536	O'Dell	Dust Mop Head (36", launderable)	1 Each	12	60					
17.	Broom	CFS36531027	Carlisle	Scrub Brush (8", swivel, 3/4" thread)	1 Each	1	5					
18.	Broom	CFS3622503	Carlisle	Counter Brush (8")	1 Each	12	60					
19.	Broom	RCPM116	Rubbermaid	Dust Mop Handle w/ Clip (60")	1 Each	1	5					
20.	Broom	RCPM253	Rubbermaid	Dust Mop Frame (24")	1 Each	1	5					
21.	Broom	22524	O'Dell	Dust Mop Head (24", launderable)	1 Each	49	245					
22.	Bucket	QB220	Unger	Unger Rectangle Bucket (18", 6gal, plastic w/ handle)	1 Each	2	10					
23.	Bucket	RCPFG758088YEL	Rubbermaid	Mop/Wringer Bucket Combo (35qt)	1 Each	3	15					
24.	Cleaner Ammonia	CLO31415	Clorox	Urine Remover	32 Ounce Bottle	24	120					
25.	Cleaner Automotive	ARM10710	Armor All	Original Protectant	1 Gallon Bottle	84	420					
26.	Cleaner Bathroom	711503	Spartan Chemical	M95 Restroom Cleaner	1 Quart Bottle	1	5					
27.	Cleaner Bathroom	471602	Spartan Chemical	NABC Concentrate	2 Liter Bottle	88	440					
28.	Cleaner Bathroom	SJN315385	SC Johnson	TruShot 2.0 Restroom Cleaner & Disinfectant	10 Ounce Bottle	8	40					
29.	Cleaner Bleach	CLO32438	Clorox	Outdoor (81oz)	81 Ounce Bottle	6	30					
30.	Cleaner Degreaser	213004	Spartan Chemical	SNB-130 Non Butyl Degreaser	1 Gallon	120	600					
31.	Cleaner Degreaser	204003	Spartan Chemical	Tough Duty Cleaner Degreaser	1 Quart Bottle	244	1220					
32.	Cleaner Degreaser	213255	Spartan Chemical	SNB 130 Phosphate Free Nonbutyl Degreaser	55 Gallon Drum	2	10					
33.	Cleaner Degreaser	349760	Spartan Chemical	Micro Muscle Degreaser	275 Gallon Tote	22	110					
34.	Cleaner Degreaser	349704	Spartan Chemical	Consume Micro Muscle Degreaser	1 Gallon Bottle	9	45					
35.	Cleaner Degreaser	SJN681021	SC Johnson	TruShot Power Cleaner & Degreaser	10 Ounce Bottle	12	60					
36.	Cleaner Disinfectant	329704	Spartan Chemical	Consume Eco-Lyzer Neutral Disinfectant	1 Gallon	192	960					
37.	Cleaner Disinfectant	634300	Spartan Chemical	TNT Disinfectant Aerosol	20 Ounce Can	156	780					
38.	Cleaner Disinfectant	607500	Spartan Chemical	Steriphene II Disinfectant Aerosol (20oz)	20 Ounce Can	108	540					
39.	Cleaner Disinfectant	470202	Spartan Chemical	HDQ C2 Disinfectant	2 Liter Bottle	212	1060					
40.	Cleaner Disinfectant	320003	Spartan Chemical	Foamy Q & A Acid-Based Disinfectant	32 Ounce Bottle	36	180					
41.	Cleaner Disinfectant	CL1002	Claire	Lemon Disinfectant Spray	20 Ounce Bottle	24	120					
42.	Cleaner Disinfectant	CLO31650	Clorox	Clorox Total 360 Disinfectant	128 Ounce Bottle	8	40					
43.	Cleaner Disinfectant	BSL4620041	Bright Solutions	HP 202	1 Gallon Bottle	1	5					
44.	Cleaner Floor	405505	Spartan Chemical	IShine Floor Finish	5 Gallon Pale	13	65					
45.	Cleaner Floor	304003	Spartan Chemical	Spartan Spray Buff (1qt)	1 Quart Bottle	48	240					
46.	Cleaner Floor	006505	Spartan Chemical	Step Down Floor Stripper	5 Gallons Pale	2	10					
47.	Cleaner Floor	473602	Spartan Chemical	Damp Mop 8	2 Liter Bottle	232	1160					
48.	Cleaner Floor	SJN684502	SC Johnson	TruFill Heavy Duty Neutral Floor	2 Liter Bottle	2	10					
49.	Cleaner Floor	904636	Diversey	Revive	5 Gallon Box	4	20					
50.	Cleaner Glass	CL050	Claire	Glass Aerosol	20 Ounce Can	1176	5880					
51.	Cleaner Graffiti	317103	Spartan Chemical	Tree-Z Graffiti Remover	32 Ounce Bottle	72	360					
52.	Cleaner Graffiti	CL880	Claire	Graffiti Remover	20 Ounce Bottle	12	60					

53.	Cleaner Gum	AMR1001654	Misty	Gum Remover Aerosol	6 Ounce Can	24	120						
54.	Cleaner Gum	CL813	Claire	Gum Remover Aerosol	6.5 Ounce Can	36	180						
55.	Cleaner Insecticide	682000	Spartan Chemical	Insecticide Aerosol	20 Ounce Can	12	60						
56.	Cleaner Multi	003504	Spartan Chemical	Clean by Peroxy	1 Gallon	48	240						
57.	Cleaner Multi	652000	Spartan Chemical	SD-20 All Purpose Aerosol	20 Ounce Bottle	420	2100						
58.	Cleaner Multi	SJN315272	SC Johnson	TruShot 2.0 Glass & Multisurface	10 Ounce Bottle	8	40						
59.	Cleaner Multi	SJN681023	SC Johnson	TruShot Multi Surface	10 Ounce Bottle	12	60						
60.	Cleaner Multi	383004	Spartan Chemical	Tribase Multi All Purpose	1 Gallon Bottle	4	20						
61.	Cleaner Polish	SJN301168	SC Johnson	Furniture Polish	13.8 Ounce Can	6	30						
62.	Cleaner Sanitizer	309015	Spartan Chemical	Sparchlor Sanitizer	15 Gallons Per Drum	24	120						
63.	Cleaner Soap	GOJ191102CT	Gojo	Foam Soap	1200 Milliliters Bottle	404	2020						
64.	Cleaner Soap	GOJ194402	Gojo	Foam Soap (1200ml)	1200 Milliliters Bottle	38	190						
65.	Cleaner Soap	GOJ536102	Gojo	Foam Soap	1200 Milliliters Bottle	46	230						
66.	Cleaner Soap	GOJ856104	Gojo	Foam Soap	1.5 Liter Bottle	20	100						
67.	Cleaner Soap	RCP4015431	Rubbermaid	Green Certified Lotion Soap	1600 Milliliters Bottle	60	300						
68.	Cleaner Soap	GOJ775302	Purell	Foam Sanitizer	1200 Milliliters Bottle	96	480						
69.	Cleaner Soap	311103	Spartan Chemical	Blue Glo Pot & Pan Detergent	32 Ounce Bottle	120	600						
70.	Cleaner Stainless Steel	CL841	Claire	Stainless Steel Polish Oil Base	20 Ounce Can	228	1140						
71.	Cloth	RCP1820583	Rubbermaid	Microfiber General Purpose Blue	24 Per Box	1	5						
72.	Cloth	IMPLFK300	Impact	Microfiber General Purpose Green	12 Cloths Per CS	1	5						
73.	Cloth	GPC29608	Brawny	Industrial Flax 900 Heavy Duty Cloths	72 Wipes Per Box	1555	7775						
74.	Cloth	HOS53725	Hospeco	Terry Towel Rags White (25lb)	25lb Per Box	1	5						
75.	Deodorizer	302004	Spartan Chemical	Airlift Air Freshener (1gal)	1 Gallon	256	1280						
76.	Deodorizer	FRS3WDS60MAN	Fresh Products	Urinal Screen Mango	10 Screens Per Case	29	145						
77.	Deodorizer	FRS3WDS60CBLBX	Fresh Products	Urinal Screen Cotton Blossom	10 Screens Per Case	7	35						
78.	Deodorizer	FRS3WDS60CME	Fresh Products	Urinal Screen Cucumber Melon	10 Screens Per Case	1	5						
79.	Deodorizer	FRS3WDS60SAP	Fresh Products	Urinal Screen Spiced Apple	10 Screens Per Case	1	5						
80.	Deodorizer	CL7MADISPC	Claire	Metered Air Freshener Dispenser White	1 Each	11	55						
81.	Deodorizer	CL122	Claire	Metered Air Freshener Cinnamon Aerosol	11 Ounce Can	60	300						
82.	Deodorizer	CL341	Claire	Air Freshener Mango	20 Ounce Can	48	240						
83.	Deodorizer	306704	Spartan Chemical	Airlift Tropical General Purpose Concentrate	1 Gallon	12	60						
84.	Dispenser	GOJ192701	Provon	LTX12 Behavioral Health Dispenser Stainless	1 Each	69	345						
85.	Duster	S82EPD	Lambskin Specialties	Dusting Pom w/Flexible Head (82" extension, 14" pom)	1 Each	13	65						
86.	Duster	UNGOBWO	Unger	StarDuster CobWeb Duster (3½" handle)	1 Each	3	15						
87.	Duster	PGC82074CT	Procter & Gamble	360 Dusters Extender Kit w/ Extendible Plastic Handle	1 Each	1	5						
88.	Equipment Cleaning	BD404029	Hotsy	Pressure Washer	1 Each	4	4						
89.	Equipment Cleaning	1.013-104.0	Karcher	Gum Remover	1 Each	3	3						
90.	Equipment Cleaning	SS EBG-9-DLX-BAT	Square Scrub	Battery Doodle Scrub Deluxe w/ Extra Battery Handle	1 Each	4	4						
91.	Equipment Sprayer	TOC150013	Tolco	Chemical Sprayer (3gal)	1 Each	2	10						
92.	Equipment Sprayer	7524819	Taski	Taski Sprayer BP15 Lithium Ion Battery	1 Each	1	5						
93.	Garbage Caddy	RCP264200YW	Rubbermaid	Caddy Bag (fits 32-44gal)	1 Each	3	15						
94.	Garbage Caddy	CFS3691704	Carlisle	Caddy Bag (fits 32-44gal)	1 Each	1	5						
95.	Garbage Can	RCP917388BLA	Rubbermaid	Ranger Fire-Safe Container (45gal)	1 Each	13	65						
96.	Garbage Can	RCP917700BLA	Rubbermaid	Weighted Base Black	1 Each	13	65						
97.	Garbage Can	RCP264360GY	Rubbermaid	Brute Container w/ Venting Channels Gray (44gal)	1 Each	5	25						
98.	Garbage Can	RCP265500GY	Rubbermaid	Brute Container Gray (55gal)	1 Each	1	5						
99.	Garbage Cart	FG9T7500BLA	Rubbermaid	High-Security Cleaning Cart	1 Each	8	40						
100.	Garbage Dolly	CFS36911	Carlisle	Trash Can Dolly	1 Each	10	50						
101.	Garbage Dolly	RCP264000BK	Rubbermaid	Brute Round Dolly	1 Each	1	5						
102.	Garbage Liner			24 x 32 Black (.7mil, 12-16gal)	500 Bags Per Case	51	255						
103.	Garbage Liner			38 X 58 Clear (1.3mil, 60gal)	100 Bags Per Case	41	205						
104.	Garbage Liner			43 x 47 Black (2Mil, 56gal)	100 Bags Per Case	2	10						
105.	Garbage Liner			38 x 63 Clear (2.7mil, 60gal)	100 Bags Per Case	88	440						
106.	Garbage Liner			38 x 58 Clear (3mil, 60gal)	50 Bags Per Case	252	1260						
107.	Garbage Liner			38 x 58 Clear (2mil, 60gal)	100 Bags Per Case	222	1110						
108.	Garbage Liner			38 x 58 Black (2mil, 60gal)	100 Bags Per Case	52	260						
109.	Garbage Liner			33 X 39 Clear (1.1mil, 33gal)	250 Bags Per Case	2	10						
110.	Garbage Liner			30 x 36 Clear (.65mil, 20-30gal)	500 Bags Per Case	1	5						
111.	Garbage Liner			24 x 32 Clear (.35mil, 12-16gal)	500 Bags Per Case	12	60						
112.	Garbage Liner			24 X 32 Black (.5mil, 12-16gal)	500 Bags Per Case	7	35						

113.	HAZMAT	IMP7354	Hillyard	Bloodborne Pathogen Cleanup Kit	1 Each	48	240						
114.	HAZMAT			70% Isopropyl Alcohol	16 Ounce Bottle	24	120						
115.	Hydration			Bottled Spring Water (16.9oz per Bottle)	35 Bottles Per Case	71	355						
116.	Hygiene	HOSMT200	Hospesco	Pad	200 Pads Per Case	6	30						
117.	Hygiene	HOST500	Hospesco	Tampon	500 Tampons Per Case	3	15						
118.	Hygiene	HOSBULK576	Hospesco	Wipes	576 Wipes Per Case	1	5						
119.	Mop	MWTMR	O'Dell	Mop Head (microfiber)	1 Each	12	60						
120.	Mop			Mop Head (24oz, screw)	1 Each	1	5						
121.	Mop	90124	O'Dell	Mop Head (24oz, clip)	1 Each	12	60						
122.	Mop	05105B	Carolina Mop	Mop Head (20oz, screw)	1 Each	1167	5835						
123.	Mop			Mop Head (20oz, clip)	1 Each	1	5						
124.	Mop			Mop Head (16oz, screw)	1 Each	1	5						
125.	Mop	90116	O'Dell	Mop Head (16oz, clip)	1 Each	168	840						
126.	Mop	19760	O'Dell	Mop Handle (60" Handle, t-bar)	1 Each	42	210						
127.	Mop			Mop Handle (60" Handle, 3/4" screw)	1 Each	1	5						
128.	Mop	RCPQ800WHI	Rubbermaid	Flat Mop Head (18")	1 Each	12	60						
129.	Mop	RCPQ560	Rubbermaid	Flat Mop Frame (18")	1 Each	1	5						
130.	Mop			Floor Squeegee (36")	1 Each	3	15						
131.	Paper			Hot Paper Cup (16oz)	1000 Per Box	8	40						
132.	Paper	1209	Von Drehle	Jumbo Roll Toilet Tissue 2 Ply (1000', 9", 3.54" core)	12 Rolls Per Case	394	1970						
133.	Paper	GPC1828001	Georgia Pacific	Toilet Tissue 2 Ply (550 Sheets per Roll)	80 Rolls Per Case	49	245						
134.	Paper	HOSDS5000	Hospesco	Toilet Seat Covers 1/2 Fold	5000 Covers Per Case	10	50						
135.	Paper	880B	Von Drehle	Towel Roll (800', 7.9", 2" core)	6 Rolls Per Case	131	655						
136.	Paper	88012B	Von Drehle	Towel Roll (800', 7.9", 2" core)	12 Rolls Per Case	118	590						
137.	Paper	GPC89420	Georgia Pacific	Towel Roll (700', 8.2", 2" core)	6 Rolls Per Case	1	5						
138.	Paper	R931	Von Drehle	Wiper Pop Up Box	120 Wipes Per Box	112	560						
139.	Paper	R943	Von Drehle	Wiper Pop Up Box	100 Wipes Per Box	6	30						
140.	Paper	KCC34790BX	WypAll	Wiper Pop Up Box	126 Wipes Per Box	100	500						
141.	Paper	KCC05790	WypAll	Wiper Pop Up Box	100 Wipes Per Box	49	245						
142.	Paper	HOSHS5141	Hospesco	Waxed Paper Liner	250 Liners Per Case	11	55						
143.	Paper	040827	Bocks Board	Cellulose Wadding	12in X 200ft Per Roll	2	10						
144.	Paper	548W	Von Drehle	White Multifold Towel	4000 Towels Per Case	2	10						
145.	Paper	32992	Scott	Shop Heavy Duty	6 Rolls Per Case	1	5						
146.	Parts Doorstop	MAS00971	Essendant	Doorstop	2 Stoppers Per Pack	2	10						
147.	Parts Tennant	363237	Tennant	Shunt Motor	1 Each	2	10						
148.	Parts Tennant	386860	Tennant	Squeegee Assy Kit	1 Each	1	5						
149.	PPE - Tyvek	S-11495E-M	Dupont	Coverall Medium	25 Coveralls Per Case	1	5						
150.	PPE - Tyvek	S-11495E-L	Dupont	Coverall Large	25 Coveralls Per Case	1	5						
151.	PPE - Tyvek	S-11495E-X	Dupont	Coverall XL	25 Coveralls Per Case	1	5						
152.	PPE - Tyvek	S-11495E-XX	Dupont	Coverall XX	25 Coveralls Per Case	1	5						
153.	PPE Bib	56-512	AlphaTec	Heavy Duty Rubber Apron (16 mil or greater)	1 Each	1	5						
154.	PPE Glove	MPG7100	MCR Safety	Glove Knit Size Large	12 Pair Per Case	18	90						
155.	PPE Glove	PK7001	NVBlend	Glove Nitrile Size Small (5mil)	100 Gloves Per Box	50	250						
156.	PPE Glove	PK7002	NVBlend	Glove Nitrile Size Medium (5mil)	100 Gloves Per Box	150	750						
157.	PPE Glove	PK7003	NVBlend	Glove Nitrile Size Large (5mil)	100 Gloves Per Box	160	800						
158.	PPE Glove	PK7004	NVBlend	Glove Nitrile Size XL (5mil)	100 Gloves Per Box	190	950						
159.	PPE Glove	SZNGNEPMK	Impact	Glove Nitrile Size Medium (4.25mil)	100 Gloves Per Box	20	100						
160.	PPE Glove	SZNGNEPLK	Impact	Glove Nitrile Size Large (4.25mil)	100 Gloves Per Box	100	500						
161.	PPE Glove	SZNGNEPXLK	Impact	Glove Nitrile Size XL (4.25mil)	100 Gloves Per Box	130	650						
162.	PPE Glove	SZNGNEPXXX	Impact	Glove Nitrile Size XX (4.25mil)	100 Gloves Per Box	1	5						
163.	PPE Glove	6797R	Showa	Size 10, Elbow Length 18" (18 mil or greater)	1 Pair	1	5						
164.	PPE Respirator	ELM100	Cordova	Surgical Mask	50 Per Box	9	45						
165.	PPE Respirator	MLX2200N95	ORS Nasco	Mask (N95)	20 Per Box	2	10						
166.	PPE Vest	RVHL2010S	Pyramex	WeGo Logo Vest Size Small	250 Vests Per Case	1	5						
167.	PPE Vest	RVHL2010M	Pyramex	WeGo Logo Vest Size Medium	250 Vests Per Case	1	5						
168.	PPE Vest	RVHL2010L	Pyramex	WeGo Logo Vest Size Large	250 Vests Per Case	1	5						
169.	PPE Vest	RVHL2010XL	Pyramex	WeGo Logo Vest Size XL	250 Vests Per Case	1	5						
170.	PPE Vest	RVHL2010X2	Pyramex	WeGo Logo Vest Size XX	250 Vests Per Case	1	5						
171.	PPE Vest	RVHL2010X3	Pyramex	WeGo Logo Vest Size XXX	250 Vests Per Case	1	5						
172.	Scrubber Pad	ORK237058	Oreck	Scrub Brush	1 Each	4	20						

173.	Scrubber Pad	MMM08379	3M	Strip Floor Pad (17")	1 Each	3	15							
174.	Scrubber Pad	MMM25858	3M	Eraser Burnish Floor Pad (20")	1 Each	3	15							
175.	Scrubber Pad	AMF401820	Americo	Burnishing Floor Pad (20")	1 Each	1	5							
176.	Scrubber Pad	VB20WSPP	3M	Polish Floor Pad (20")	1 Each	1	5							
177.	Scrubber Pad	AMF401220	Americo	Polish Floor Pad (20")	1 Each	1	5							
178.	Supplies Air	FALCDS	Falcon	Duster Aerosol	10 Ounce Can	1	5							
179.	Supplies Hose	SJN684503	SC Johnson	TruFill Hose Hook-Up Kit	1 Each	1	5							
180.	Supplies Measurer	RCP3215CLE	Rubbermaid	Measuring Cup (16oz)	1 Each	4	20							
181.	Supplies Plunger			Plunger	1 Each	4	20							
182.	Supplies Sponge	PGC79009	Procter & Gamble	Magic Eraser	36 Per Box	6	30							
183.	Supplies Sponge	MMM7447	3M	Hand Pad	20 Per Box	3	15							
184.	Supplies Sponge	MMM08293	3M	Scour Pad	20 Per Box	3	15							
185.	Supplies Sponge	RCP631000WE	Rubbermaid	Toilet Bowl Brush (14.5")	1 Each	1	5							
186.	Supplies Sponge	MMM3000CT	3M	Sponge w/ Scrubbing Pad	20 Per Box	1	5							
187.	Supplies Sprayer	SJN311981	SC Johnson	Trushot 2.0 Trigger Dispenser	1 Each	2	10							
188.	Supplies Sprayer	SJN309422	SC Johnson	TruFill Dispenser Head	1 Each	1	5							
189.	Supplies Sprayer			Industrial Chemical Bottle & Sprayer (32oz, 9")	1 Each	120	600							
190.	Supplies Sprayer	LFP5032WG	Impact	Sprayer Plastic Bottle	32 Ounce Bottle	84	420							
191.	Supplies Sprayer	TOC110244	Tolco	Trigger Sprayer General Purpose (9")	1 Each	84	420							
192.	Supplies Squeegee	59016	Ettore	Auto Squeegee Scrubber (8" head, 21" handle)	1 Each	12	60							
193.	Supplies Squeegee	3218	Ettore	18" Window Squeegee (3/4 thread)	1 Each	4	20							
194.	Supplies Squeegee	71141	Ettore	14" Window Squeegee w/ Backflip (3/4 thread)	1 Each	3	15							
195.	Tool Extension	42108	Ettore	8' Telescoping Pole	1 Each	1	5							
196.	Tool Grabber	49036	Ettore	36" Gripper w/ Magnetic Tip	1 Each	11	55							
197.	Tool Scraper	UNGR50	Unger	Safety Scraper (1 1/2" width, 4" length)	1 Each	5	25							
198.	Traffic Control	RCP9S15YEL	Rubbermaid	Hanging Safety Sign, Closed For Cleaning	1 Each	6	30							
199.	Traffic Control	RCP611277YW	Rubbermaid	Wet Floor Caution Sign Yellow (25")	1 Each	4	20							
200.	Traffic Control	RCP9S1100YEL	Rubbermaid	Expandible Mobile Barrier	1 Each	1	5							
201.	Utensil			Fork (wrapped)	1000 Forks Per Case	11	55							
202.	Utensil			Spoon (wrapped)	1000 Spoons Per Case	8	40							
203.	Utensil			Knife (wrapped)	1000 Knives Per Case	2	10							
204.	Vacuum Cleaner	SC886	Bissell	Sanitaire Belt	1 Each	12	60							
205.	Vacuum Cleaner	EURSC886G	Bissell	Sanitaire Upright Vacuum (12")	1 Each	2	10							
								Total Per Year						
								5 Year Total	\$					

Company

Authorized Signature /Date

Company Address

Name Printed

Title

Bidder Discount on Listed Catalogue Items _____ %

The Agency reserves the right to purchase additional items from the bidder's catalogue, which are not listed, at the discounted rate as specified above. Such purchases shall be subject to the terms and conditions outlined in the bidding documents and any applicable contractual agreements.

FORM 2

ACKNOWLEDGMENT OF ADDENDA

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

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

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

DUNS Number

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

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

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

<https://www.sam.gov>

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

Notary Public

My commission expires: _____

FORM 5

COMPLIANCE WITH SPECIFICATIONS

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

FORM 6 – A

DISADVANTAGED BUSINESS ENTERPRISE LETTER OF INTENT

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

BIDDER:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

DBE:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE:

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

AFFIRMATION

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

By: _____

Signature of DBE and Title	Date	Name
----------------------------	------	------

By: _____

Signature of Subcontractor and Title	Date	Name
--------------------------------------	------	------

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

By: _____

Signature of Respondent and Title	Date	Name
-----------------------------------	------	------

FORM 6 – B

BIDDER DBE GOALS – COMMITMENT TO DBE (PARTICIPATION FORM)

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

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

1. **Self-Performance:** The Bidder, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal through self-performance.
2. **Self-Performance & Percentage Participation:** The Bidder, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% self-performance and a minimum of ____% DBE subcontracting participation on this contract.
3. **Percentage Participation:** The Bidder is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% DBE subcontracting participation on this contract.
4. The Contractor is **unable to meet the required minimum DBE goal** and is **committed to** ____% DBE utilization on this contract and **submits documentation demonstrating good faith efforts.**
5. The Contractor is **unable to meet the required minimum DBE goal** and **submits documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. The Bidder should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made (See Form 6-C).**

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

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

Firm/Company Name: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

FORM 6 – C

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

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

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

Please use as many sheets necessary to document your efforts.

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

Contractor's Authorized Signatory

Date

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY
DBE UTILIZATION PLAN**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

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

Please use as many sheets necessary to document your efforts.

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

Contractor's Authorized Signatory

Date

Goal Recalculation Internal Use:

FORM 7

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

CONTRACTOR IS A CORPORATION

CONTRACTOR IS A PARTNERSHIP

CONTRACTOR IS AN INDIVIDUAL

CONTRACTOR IS A JOINT VENTURE

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 8

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 9

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

The certification in this clause is a material representation of fact relied upon by 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 11

CONTACT INFORMATION OF REFERENCES:

1. **Organization Name:** _____
Email: _____
Phone: _____
Description of Service Provided: _____

2. **Organization Name:** _____
Email: _____
Phone: _____
Description of Service Provided: _____

3. **Organization Name:** _____
Email: _____
Phone: _____
Description of Service Provided: _____

4. **Organization Name:** _____
Email: _____
Phone: _____
Description of Service Provided: _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 12

AFFIDAVITS

State of _____ County of _____

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public
My commission expires: _____

FORM 13

NOTICE TO CONTRACTOR

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 14 – BUY AMERICA

BUY AMERICA CERTIFICATE

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 15 – BUY AMERICA - INTENTIONALLY REMOVED

Nashville Metropolitan Transit Authority

Subcontractor Information

Bidder Name		Address	
Contact		Email	

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

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

 Prime Contractor Signature

 Date

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

END SECTION IV

V. CONTRACT TERMS AND CONDITIONS (PROPOSED)

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

CONTRACT NO. 2023115

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

[VENDOR NAME]

FOR INDUSTRIAL JANITORIAL SUPPLIES

This Contract No. 2023115 (hereinafter referred to as “**Contract**”) is entered into as of the ___ day of _____, 2023, by and between Nashville Metropolitan Transit Authority (Nashville MTA) (hereinafter referred to as “**WeGo**”, “**Nashville MTA**”, “**Authority**”, or the “**Agency**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and [VENDOR NAME] (hereinafter referred to as “**Contractor**”), having its principal office located at [VENDOR ADDRESS].

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

1. Any properly executed amendment to this Contract (most recent with first priority),
2. Contract No. 2023115
3. Request for Proposal No. 2023115 (the “**Proposal**”)
4. Contractor’s Proposal dated _____ (collectively, the “**Contract**”)

1. Duties and Responsibilities of Contractor

1.1. Contractor shall provide Goods as detailed in **Exhibit C/D** (“**Goods**”) at the Agency’s multi-locations and its principal address at 430 Myatt Drive, Nashville, TN 37115, (collectively “**Facilities**”). The Goods shall be provided as set forth in this Contract, and to the extent not inconsistent with the terms herein, according to the methods set forth in the exhibits.

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

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

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

2. Term

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

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

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

3. Compensation/Invoices

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

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

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

4. Acceptance

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

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

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

5. Taxes & Freight

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

5.2. Freight Handling and Transportation

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

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

6. Warranty and Warranty Period

6.1. Contractor warrants that the Goods delivered hereunder will be free from material defect in materials and workmanship. Contractor warrants that the Goods provided by Contractor reflect industry standards, procedures and performances. Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the Goods provided shall conform to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the Goods pursuant to this Contract.

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

6.3. Warranty Period is defined as a period of _____ year(s) beginning on the date Nashville MTA accepts the Goods until Contractor has remedied all problems of which Contractor was notified prior to expiration of the warranty period ("Warranty Period").

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

7. Title Warranty

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Works for Hire and Software License

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

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

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

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

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

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

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

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

10. Termination

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

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

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

10.4. In the event of a termination under Section 10.2. or 10.3., Contractor will be compensated in accordance with the Goods that have been delivered up to the date of termination as well as reasonable closeout costs including but not limited to payment for Goods previously ordered and completed but not delivered and any restocking charges for articles returned by Contractor to its vendors as a result of such early termination.

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

11. Maintenance of Records and the Agency Property

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

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

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

11.4. The Agency shall retain existing ownership and all proprietary rights to its information and data. Confidential information and data may need to be disclosed to Contractor for purposes necessary to Contractor providing the Goods. Contractor shall treat any such data and information as strictly confidential.

11.5. Contractor represents and warrants that (1) it is knowledgeable with respect to any legal and regulatory requirements regarding any confidential information, personal information, or other data it may encounter or have access to as a result of this Contract (such laws referred to generally as "Data Security Laws") and (2) it will operate with industry best practices with respect to

accessing, handling, processing, or in any manner dealing with similar confidential information or other information protected by Data Security Laws.

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

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

12. Independent Contractor/Subcontractors

12.1. Contractor is an independent contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that Contractor and any of its subcontractors and suppliers are independent contractors to the Agency and as such shall be viewed in law and equity. No vicarious liability shall be imposed upon the Covered Entities by any action of Contractor, subcontractor or supplier in the performance of this Contract. Neither the Agency nor Contractor shall hold itself out in a manner contrary to the terms of this **Section 12** nor shall the Agency or Contractor become liable for any representation, act, or omission of the other party contrary to the terms of this **Section 12**.

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

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

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

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

13. Waiver

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

14. Indemnity and Contractor Responsibility

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

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

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

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

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

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

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

15. The Agency Owned Data

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

16. Insurance

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

- a) Products Liability Insurance in the amount of one million (\$1,000,000) dollars (If the Contractor will be shipping to a receiving department at the Agency)
- b) General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- c) Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.

- e) Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- f) Umbrella/Excess Liability shall be provided by contractor based on contract value amount. The Umbrella/Excess Liability insurance limits are as follows:
- For contract amount under \$5,000,000: At least \$1,000,000 limit
 - For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
 - For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
 - For contract amount over \$50,000,000: At least \$10,000,000 limit

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

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

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

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

16.6. Contractor shall disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain Nashville MTA's written approval of such deductibles and/or self-insured retentions prior to the commencement of the Goods. Additionally, if Contractor

has or obtains primary and excess policies, Contractor shall not have any gap between the limits of the primary policy and the deductible features of the excess policies.

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

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

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

17. Employment and Nondiscrimination

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

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

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

18. Ethical Standards

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

particular matter, pertaining to any program requirement of a contract, subcontract, solicitation or Bid therefore.

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

18.3. Breach of the provisions of this **Section 18** is, in addition to a Default of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Agency contracts.

19. Assignment-Consent Required

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

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

20. Remedies

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

20.2. In the event of breach or Default of the Contract by either party, in addition to any other remedies set forth herein, the breaching party shall be liable to the other party for direct damages arising from the breach or Default thereof, including the costs and reasonable attorneys' fees for the enforcement thereof. Except where otherwise expressly stated, the remedies set forth in this Contract shall be cumulative, and no one remedy shall be deemed to be exclusive of any other or of any other remedy in law or equity, and the failure or delay of the non-breaching party to exercise

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

21. Governing Law and Venue

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

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

22. Entire Agreement

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

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

23. Compliance with Federal Regulations

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

24. Export

24.1. Contractor represents and warrants that the Goods and documentation related thereto shall not be disclosed to any foreign national, firm, or country, nor shall be exported from Canada or the United States without first complying with all the requirements of the International Traffic in

Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify the Agency for any breach of this representation.

25. Force Majeure

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

26. Severability

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

27. Notices

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

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

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

28. Counterparts

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

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

NASHVILLE MTA

[CONTRACTOR]

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date

Name

Title

Date

Exhibit B - Tennessee State Contract Clauses

Conflicts of Interest.

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

Lobbying.

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

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

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

Nondiscrimination.

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

Public Accountability.

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

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

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

Public Notice.

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

Records.

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

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

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

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

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

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

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

Environmental Tobacco Smoke.

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

Additional Exhibits to be Included to Executed Contract

EXHIBIT A – Federal Transit Administration Clauses

EXHIBIT C – Scope of Services

EXHIBIT D – Bid / Bidder Discounted Catalogue

EXHIBIT E – DBE Goal (If Applicable)