



REQUEST FOR PROPOSAL (RFP) 2024144
Health Benefits Consultant Services

Date Issued: March 12, 2024

Proposal Due: April 11, 2024

Facilitator:
Matt Taylor
Procurement Project Administrator
Matthew.Taylor@Nashville.Gov
615-862-5665

REQUEST FOR PROPOSALS

Main Office
430 Myatt Drive
Nashville, TN 37115

**PROPOSALS MUST BE RECEIVED
PRIOR TO 1:00 PM CT.
April 11, 2024
PROPOSAL NUMBER
2024144**

INSTRUCTIONS:

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

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

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

PROPOSAL DEADLINE

Proposals will be accepted at the Agency’s office at 430 Myatt Drive, Nashville, TN 37115, until **1:00 PM, Central Time (CT), Thursday, April 11, 2024**. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by **Procurement Project Administrator (PPA), Matt Taylor** no later than **1:00 PM, Central Time (CT), Tuesday, March 26, 2024**, via e-mail to: Matthew.Taylor@nashville.gov.

PRE-PROPOSAL MEETING (NON-MANDATORY)

There is no pre-proposal conference for this solicitation

ADDENDA REQUEST

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

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSALS (RFP) 2024144 and do herein request copies or notices of addenda. The information requested below must be received no later than, **1:00 PM Central Time (CT), Tuesday, March 26, 2024**, via e-mail at Matthew.Taylor@nashville.gov

Company Name

Phone Number

Address

Point of Contact

Email:

Pre-Proposal Meeting	2
Addenda Request	3
Notice to Proposers	2
Procuring Agency and Procurement Project Administrator	2
I. INTRODUCTION	5 – 7
Solicitation Schedule	6
II. INSTRUCTIONS TO PROPOSERS	8 – 10
Delivery of Proposals Requirements	8
III. SCOPE OF WORK, EVALUATION CRITERIA, PROPOSAL SUBMISSION REQUIREMENTS	11 - 17
Scope of Work	11
Evaluation Criteria	13
Proposal Submission Requirements	14
IV. REQUIRED FORMS	18
Cost Form	19
V. CONTRACT DOCUMENTS, GENERAL TERMS AND CONDITIONS, STANDARD CLAUSES 34 – 46	
Contract Documents	34
General Terms and Conditions	34
Standard Clauses	44
VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)	47 - 62

I. INTRODUCTION

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

1.1 GENERAL

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

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

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

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

1.2 OVERVIEW

DTO intends to award a Contract to the successful Proposer who shall provide Health Benefits Consultant Services. Refer to Section III of this Proposal for an expanded description of the Scope.

DTO shall enter into a fixed-price contract for Health Benefits Consultant Services. The contract and/or purchase order shall be for a term of five (5) years. Proposers shall submit cost information as detailed in Form 1, Cost Form. Non-profit and government discounts should be noted.

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

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. DTO reserves the right to adjust the schedule as required during the course of the solicitation process. The Agency will make good faith efforts to notify potential proposers of adjustments to the schedule; however, the proposers have ultimate responsibility for obtaining notice of changes. Any changes to the proposed schedule will be listed at: <https://www.wegotransit.com/doing-business/current-opportunities/> - RFP 2024144 – Health Benefits Consultant Services.

Pre-Proposal meeting (if applicable)	NA
Addenda Request Submittal Deadline	Tuesday, March 26, 2024, 1:00 PM Time CT
Question/Clarification Submittal Deadline	Tuesday, March 26, 2024, 1:00 PM Time CT
Proposal Submittal Deadline	Thursday, April 11, 2024, 1:00 PM Time CT
Presentation/Interviews (if applicable)	TBD

All questions must be submitted in writing via email to Matt Taylor, Matthew.Taylor@nashville.gov. The answers to the questions will be posted at: <https://www.wegotransit.com/doing-business/current-opportunities/> - 2024144 – Health Benefits Consultant Services. Proposers are solely responsible for checking the website to ensure that they have the most current information regarding the RFP. Any oral communication, explanation or instruction provided will not be binding on the Agency.

1.4 COST INCURRED BY PROPOSERS

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

1.5 EVALUATION OF PROPOSALS

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

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

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

1.6 EVALUATION SCORING MEASURES

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

- Qualifications, Experience, and References - 15 points
- Project Method - 40 Points
- DTO's Direct Representatives - 25 points
- Cost/Fee - 20 points

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

1.7 PROPOSAL ACCEPTED

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

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

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

1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

END SECTION I

II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a proposal is in doubt as to the true meaning of any part of the Scope of Work, other proposal documents, finds discrepancies in or omissions from the specifications, they may submit to the Procurement Department a written request for an interpretation or correction, no later than **1:00 p.m. Central Standard Time (CST), Tuesday, March 26, 2024**. Only written requests via email to Matt Taylor, Matthew.Taylor@nashville.gov will be accepted. The person submitting the request will be responsible for its prompt delivery and verification of delivery.

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

All answers to questions will be posted on the website: <https://www.wegotransit.com/doing-business/current-opportunities/> - 2024144 – Health Benefits Consultant Services.

2.2 DELIVERY OF PROPOSALS

Proposers must submit (1) USB Electronic Copy of the proposal submission, including **ALL** required forms, by **1:00 p.m., Central Standard Time (CST), Thursday, April 11, 2024**, to the following address:

Matt Taylor
Procurement Project Administrator
Davidson Transit Organization
430 Myatt Drive
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be marked with “**2024144 – Health Benefits Consultant Services**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” The Agency will not consider proposals received after the deadline. All proposals will be logged, by a Procurement Staff member, with the date and time of receipt.

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

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

2.3 PROPOSAL WITHDRAWAL

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

2.4 UNACCEPTABLE PROPOSAL

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

2.5 REJECTION OR ACCEPTANCE OF PROPOSAL

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

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

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

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

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

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

2.6 PUBLIC RECORDS/CONFIDENTIALITY

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

2.7 FORMS PROVIDED

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

END SECTION II

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

A. SCOPE OF WORK

Davidson Transit Organization (DTO) is a 501c3 not for profit that is under contract to act as the employee unit of Nashville Metropolitan Transit Authority (MTA) which operates bus and train services in Middle Tennessee. DTO is considered a component unit of the Nashville MTA.

A total of 1,000 lives, actives and retirees, are covered under the same DTO current health benefit plan, including medical, dental, vision, and prescription drugs. DTO seeks the services of an insurance agent/consultant (Agent) to provide the following services:

- 1. Annual Stop-Loss Policy Marketing**
 - a. Each year Agent will quote the reinsurance market and recommend the most competitive product(s) to DTO management, with any and all commissions removed. The Agent will negotiate carrier's deliverables and oversee any required transition.
- 2. Pursue DTO's Best Interest with Third Party Health Benefits Claims Administrator (TPA), currently Blue Cross Blue Shield TN**
 - a. Ensure DTO's management team, HR staff, and employees are receiving all contractual deliverables from TPA; monitor and report network discount and performance guarantees.
 - b. Review current multi-year contracts with TPA annually to determine what is in the best interest and pricing of contract for DTO.
- 3. Compliance**
 - a. Monitor Plan compliance with Affordable Care Act legislation and changing regulations. Agent will also assist with planning related to COBRA, HIPAA, Section 125, FMLA and other state and federal mandates affecting DTO benefits and programs.
 - b. Evaluate election notices and applications for enrollment.
 - c. Evaluate Notice of Termination as well as Termination of Continuance of Coverage Letters/Documentation.
 - d. Evaluate Conversion Notices if required.
 - e. Evaluate HIPAA Certificates of Creditable Coverage (COCCs) for COBRA coverage participants.
- 4. Plan Management Support**
 - a. Agent will assist DTO's Human Resources staff with employee communications, the onboarding process, new hire packets, benefits guides, payroll stuffers and education material as needed.
- 5. Plan Strategy**
 - a. Agent will make recommendations to help enhance DTO's plan offering while remaining competitive and reducing overall plan costs.
 - b. Provide a comprehensive provider network (meaning both breadth of services and geographic coverage) that offers the most competitive discounts for participants in Middle Tennessee along with a network throughout Tennessee and the remainder of the United States.
 - c. Ensure the availability of quality measurement standards and metrics that enable participants to compare and contrast various providers relative to quality scores and cost efficiencies.

- d. Provide a network that balances choice of providers with effective cost management of claims and unit pricing transparency.
 - e. Provide all DTO participants the lowest available unit cost rate available pursuant to any provider contract.
- 6. Communication and Educational Services**
- a. Working in conjunction with DTO, prepare and sometimes distribute benefit materials, reports or presentations as well as attendance at open enrollment meetings.
 - b. Provide HIPAA compliant web-based access to authorized DTO employees and designated business associate(s) for claims data, financial and statistical reports and any other data readily available to employers relative to your standard reporting tools and resources.
- 7. Data Reporting**
- a. Provide enrollment, demographic and eligibility data at least monthly in a report format.
 - b. Provide financial reporting of paid claims (not incurred), by disease category, by provider type paid, by service/benefits category, in-network versus non-network and other data sorting as is standard industry practice.
 - c. Integrate PBM data into reporting packages.
 - d. Provide access to your reporting systems by authorized DTO staff and designated business associate(s) to be defined by the DTO and the vendor.
- 8. Case Management**
- a. Provide disease management programs and services in the following areas at a minimum: Asthma, Obesity, Chronic Obstructive Pulmonary Disease (COPD), Coronary Artery Disease (CAD), Congestive Heart Failure, High Risk Pregnancy, Diabetes, Depression, and Low Back Pain.
 - b. Provide educational and other resources to DTO.
- 9. Pharmacy Benefit Management, currently Rx Benefits / Express Scripts**
- a. Work with current TPA/Aggregator to evaluate a comprehensive network of retail pharmacies conveniently located throughout Middle Tennessee. Pharmacy network should also include national pharmacy chains so participants can access drug benefit nationwide.
 - b. Evaluate participant eligibility and enrollment in conjunction with benefit coverage.
 - c. Evaluate claim adjudication services for all pharmaceutical services to participants.
 - d. Evaluate Rx ID that is integrated with the medical ID card.
 - e. Evaluate mail order and specialty drug services to participants.
 - f. Evaluate Drug Utilization Review (DUR) services along with prospective and concurrent review services.
 - g. Evaluate proactive formulary management, rebates and claims processing for both mail order and retail Rx's on a fully transparent basis.
 - h. Evaluate web-based systems for participants and DTO including toll free numbers for direct customer service.
 - i. Evaluate comprehensive pharmacy utilization reporting by distribution channel, drug therapeutic classes, brand, preferred brand, single source generics and generics.
 - j. Evaluate seamless integration with the TPA, utilization or disease management vendors.
 - k. Evaluate MAC pricing management.

CURRENT REPORTS

5 year savings summary
 Stop Loss Insurance Reports Specific and Aggregate
 Reports on comparisons between our insurance and other companies such as HCM etc.
 Demographic Breakdown of members
 Enrollments by all products per month
 Paid Claims by age and type of member
 Claim payments by group by month
 Network savings summary
 Total paid claims by diagnostic category (over 25,000)
 Prescription drug utilization (top 10 brand and generics)
 Drug Usage by category
 DTO Performance Summary (data on how their people are helping us and how promptly etc)

B. EVALUATION CRITERIA PROPOSAL SUBMISSION REQUIREMENTS

B. EVALUATION CRITERIA

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

- Qualifications, Experience, and References - 15 points
- Project Method - 40 Points
- DTO’s Direct Representatives - 25 points
- Cost/Fee - 20 points

Evaluation Criteria and Point Score Allocation:

	EVALUATION CRITERIA	Points Value
Qualifications, Experience, and References	Does the Proposer have the experience, knowledge, skill, and resources to accomplish this project successfully? What is the Proposer’s previous experience in providing services to government agencies? Did the Proposer’s references indicate positive experiences with the Proposer? Would the reference(s) engage the Proposer again for the scope of work? Does the proposer have experience in providing all required elements of this request?	15
Project Method	Does the Proposer provide adequate details for what makes their firm uniquely qualified to perform the work? Does the Proposer provide a consultant service overview? Does the Proposer provide a clear understanding of accomplishing the scope of services? Are DTO expectations clear and concise? Are the benchmarking resources acceptable? Does the proposal reflect a thorough negotiation of the renewal process? Does the proposal include a detailed educational plan, reporting plan, strategy plan, performance guarantees, and compliance plan? Does the proposal provide a clear approach to interpreting claims data and controlling costs? Does the proposal	40

	provide a clear approach to interpreting claims data and controlling costs? Does the Proposer meet the expectation to analyze employee surveys? Does the proposal provide an effective method for disseminating local and national legislation? Does the proposal reflect a practical approach to legal compliance and the latest legislation? Does the Proposer offer any additional services that are beneficial to DTO?	
DTO's Direct Representatives	Have the key personnel previously performed the elements in the scope of work? Do the personnel working on the project have the necessary skills and experience to deliver the project successfully? What will the level of involvement of key personnel be for this project in relation to the proposer's other ongoing work? Does the level of customer service support meet expectations?	25
Cost/Fee	What is the cost to perform the services? Does the cost reflect the importance of the overall effort needed to deliver a successful project? Does the cost proposal represent the best value for accomplishing the project? The firm with the lowest cost will receive the maximum 20 points The remaining firms' scores will be based on the Lowest Cost divided by Proposed Cost) X 20 Points Possible = Points awarded **Example: (\$100(LC) / \$103(PC))X20 (PP) = 19 (PA)**	20
Total Points		100

C. PROPOSAL SUBMISSION REQUIREMENTS

Proposers shall include all of the items listed below in the order shown in their proposals. Each section should be clearly labeled. This format is necessary for evaluation purposes. Proposers shall utilize Form 1: Cost Form for the cost proposal submission.

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

Please be advised each Part referenced below is the minimum requirements requested by DTO. Proposals shall include six (6) parts organized in the specific order outlined below.

MINIMUM SUBMISSION REQUIREMENTS:

Submissions must conform to the page count limits specified in each section. Proposals shall include five tabbed sections (Part 1, Part 2, Part 3, Part 4, Part 5, and Part 6) and shall be indexed in the order outlined below. Photos, graphics, charts, and other materials are to be included in the page number count required in each section. Text font size is to be no smaller than 10 throughout the entire proposal submission; all pages in the submission are to be 8 ½" x 11", standard size. Proposers are advised that the evaluators may elect to print some or all pages of the proposal submission to facilitate review.

Proposers are advised to consider how a proposal submission will look when printed on a standard office copier.

PART 1:

Qualifications, Experience, and References

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

- Qualifications, Experience, References and Similar Projects
 1. Briefly introduce your firm, providing a summary of the administration, organization, and staffing of your firm, including multiple offices, if applicable.
 2. Describe how your firm is taking a leadership role within the industry.
 - 3. In this section, it should clearly state the contact person's title and contact information.**
 4. Describe the experience of the firm in the last thirty-six (36) months in performing services of similar size and scope.
 5. Provide references for similarly successful projects from three governmental agencies (or regional districts), including the name of the agency, contact name, telephone, fax and email address.

PART 2:

Project Method

Quality of Proposal as it addresses the needs presented in the Scope **(shall not exceed ten (10) consecutively numbered (1-10) pages)**.

1. Describe what makes your firm uniquely qualified to work on our account.
2. Provide an overview of your consultant service.
3. Explain how your firm will accomplish the Scope of Services.
4. Provide your expectations of DTO, including Support Staff and resources.
5. What resources do you use for benchmarking?
6. Describe your process for negotiating renewals.
7. Please describe your standard reporting.
8. Describe the process with which your firm will help us interpret our claims data and how your firm can help DTO control costs going forward.
9. Do you have the ability to design, arrange, and analyze employee surveys?
10. Describe your methods to obtain and disseminate information about current local and national legislation, trends, new services, new concepts, etc., to DTO.
11. How will you ensure that DTO will remain in legal compliance and is fully engaged in the latest legislation?

12. Describe any additional services offered by your firm that might be of interest to DTO.

PART 3:
DTO’s Direct Representatives

Shall not exceed eight (8) consecutively numbered (1-8) pages.

1. Proposers must provide a Project Team Organizational Chart including diversity and identify key individuals.
2. Provide a detailed availability for the Project Team and key individuals.
3. Provide resumes for key individuals, with contact information, a list of responsibilities for the proposed services, and list of current caseload.
4. How will notice of changes in authorized staff be communicated to DTO?
5. Provide information regarding customer service support including hours of availability.

PART 4:
Cost

1. List any discounts.
2. Itemized cost and descriptions

PART 5:
REQUIRED FORMS

DTO requests the Proposers interested in responding complete the following forms located in Section IV FTA Model Clauses and Required Forms.

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

Cost Form 1	Forms 6 A - 6D Disadvantaged Business Enterprise Program (not required for this solicitation)	Form 11 - References	Insurance Certificate Errors and Omission
Form 2 Acknowledgment of Addenda	Form 7 Certificate of Authority	Form 12 Affidavits	DBE Certificate (may be requested for DBE status verification)
Form 3 Affidavit & Information Required for Proposers	Form 8 Certification of Restrictions on Lobbying	Form 13 Notice to Contractor	License
Form 4 Proposer’s Certification of Eligibility	Form 9 Certification of Debarment, Suspension Primary	Forms 14 and 15 - Buy America INTENTIONALLY OMITTED	Permits (not required for this solicitation)
Form 5 Compliance with Specifications	Form 10 Certification Debarment, Suspension Lower-Tier	Form 16 Subcontractor Utilization Plan	

PART 6

ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

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

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

IV. REQUIRED FORMS

COST FORM - 2024144 - Health Benefits Consultant Services

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

The annual fee must be inclusive of all charges unless the proposer is offering additional itemized services that the Agencies may engage on as needed basis. The cost proposal will itemize and describe these services (Part 4 Cost).

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

FORM 1 – COST FORM

PROVIDER INFORMATION:

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

	Year 1	Year 2	Year 3	Year 4	Year 5
Firm Fixed Price					

5-Year Total Cost: _____

Company

Authorized Signature /Date

Name Printed

Title

FORM 2

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

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

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

DUNS Number

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

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

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

<https://www.sam.gov>

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

Notary Public

My commission expires: _____

FORM 5

COMPLIANCE WITH SPECIFICATIONS

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

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

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

FORM 7

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

CONTRACTOR IS A CORPORATION

CONTRACTOR IS A PARTNERSHIP

CONTRACTOR IS AN INDIVIDUAL

CONTRACTOR IS A JOINT VENTURE

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 8

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 9

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

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

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 12

AFFIDAVITS

State of _____ County of _____

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 13

NOTICE TO CONTRACTOR

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 14- BUY AMERICA CERTIFICATION- INTENTIONALLY REMOVED

FORM 15 - BUY AMERICA CERTIFICATION – INTENTIONALLY REMOVED

FORM 16

SUBCONTRACTOR INFORMATION

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

A.

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

B.

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

C.

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

D.

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

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

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

5.1 CONTRACT DOCUMENTS

Any contract resulting from this RFP shall include the following;

- Request for Proposals No. 2024144 and all addenda
- Proposal Award/Contract and all related Exhibits
- State of Tennessee Clauses – Exhibit A of the Contract

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

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

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

5.2 GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

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

2. PROPOSER AFFIDAVITS NON-COLLUSION

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

3. INSURANCE REQUIREMENTS

During the term of this Contract, Proposer shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Contract and any extension hereof the types and amounts of insurance identified 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 DTO)

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 DTO 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 limits 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 DTO 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 DTO.

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

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

d) Maintain such insurance from the time the Services commence until completed. Failure to maintain, renew coverage or provide evidence of renewal as required by DTO may be treated by DTO 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 DTO 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 DTO.

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

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

Upon request, the Proposers will provide a Certificate of Coverage with the Davidson Transit Organization named as Certificate Holder.

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

4. INTEREST OF MEMBERS OF THE AGENCY

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

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

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

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

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

7. INTEREST OF THE PROPOSERS

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

8. WORKERS COMPENSATION ACT

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

9. SOCIAL SECURITIES ACT

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

11. AUTHORITY TO ENTER CONTRACT

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

12. AUTHORIZATION OF PROPOSAL

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

13. SUBCONTRACT APPROVAL

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

14. COST/PRICE ANALYSIS

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

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

15. PRICING

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

16. PROMPT PAYMENT

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

17. PROTEST

A. Definitions for Purposes of the section

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

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

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

B. The Agency will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Agency. Accordingly, the Agency intend to provide a thorough review of all bona fide proposal protests. The Agency’ primary

concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

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

C. Submission of Protest

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

The proposal and proposed contract number of the proposal.

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

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

D. Types of Protests and Timing

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

1. Protest regarding Proposal

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

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

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of the proposal by the Agency must be filed with the Agency no later than five (5) business days after receipt of letter of notification of non-

responsiveness. Any protest filed after such date regarding the requirements and responsiveness will not be considered by the Agency.

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

3. Protest Regarding Receipt of Non-Award Notification

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

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

E. Agency Response

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

1. Types of Protests

a. Protest regarding the proposal

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

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

b. Protest regarding requirement and responsiveness

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

c. Protests after non-award notification

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

2. Decisions by Agency

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

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

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

F. FTA Protest Procedure

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

18. ADDITIONAL SERVICES REQUEST

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

19. PROPOSED CONTRACT ALTERATIONS

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

20. ASSIGNABILITY

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

21. PUBLICATION AND MEDIA RESTRICTIONS

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

22. GRATUITIES AND KICKBACKS

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

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

4.3 STANDARD CLAUSES

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

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

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

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

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

4. COMPLIANCE WITH FEDERAL REGULATIONS

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

contract.

5. REAL PROPERTY

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

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

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

7. ENVIRONMENTAL JUSTICE

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

8. ENVIRONMENTAL PROTECTIONS

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

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

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

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

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

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

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

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

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

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

13. NOTIFICATION OF FEDERAL PARTICIPATION

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

END SECTION IV

VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)

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

CONTRACT NO. 2024144

BETWEEN

DAVIDSON TRANSIT ORGANIZATION

AND

CONTRACTOR NAME

FOR

Health Benefits Consultant Services

This Contract No 2019903 (hereinafter referred to as “Contract”) is entered into as of the ___ day of _____, ____, by and between Davidson Transit Organization (hereinafter referred to as “Agency”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and **Contractor Name** (hereinafter referred to as “Contractor”), having its principal office located at, **Contractors Address**.

The following documents constitute the Contract and Contract Documents:

- Contract No. 2024144
- Request for Proposal (RFP) No. 2024144
- Contractor’s Proposal dated: **Date**

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

- Any properly executed amendment to this Contract (most recent with first priority)
- Contract No. 2024144
- Request for Proposal (RFP) No. 2024144
- Contractor’s Proposal dated: **Date**

1. Duties and Responsibilities of Contractor

1.1. Contractor shall provide health benefit consultant services as detailed in the RFP and this Contract (the “**Services**”). The Services shall be provided as set forth in this Contract, and to the extent not inconsistent with the terms herein, according to the methods set forth in Section III of the RFP. Contractor’s duties and responsibilities are more specifically set forth in Section III in the RFP.

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

2. Term

2.1. This Contract shall commence on the ____ day of _____, 20___. The term of this Contract shall continue for a five (5) year period, unless otherwise terminated as provided herein (the “Term”).

3. Compensation/Invoices

3.1 For its Services, Contractor is entitled to receive _____ [refer to cost form, responses, and Contractor’s proposal).

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

3.3. Contractor shall submit invoices to:

mta.accountspayable@nashville.gov

4. Acceptance

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

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

5. Taxes

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

6. Warranty and Warranty Period

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

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

7. Title Warranty

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Works for Hire and Software License

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

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

9.3. The term “**Documentation**” as used herein shall mean all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical or other components, features or requirements, of the Software. Contractor shall provide DTO 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 DTO’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 DTO shall be the sole property of DTO. Further, DTO shall own all any and all rights to any information DTO generates, inputs, prints, copies, or downloads from the Software. Notwithstanding the foregoing, DTO 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. DTO agrees that the Software will be displayed or read into or used or distributed on computers required to render services under this Contract. DTO 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 DTO.

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

9.8. Contractor, if requested by DTO, shall execute all necessary documents to enable DTO to protect DTO’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**”), Agency shall have the right to terminate this Contract provided Contractor fails to cure such Default within thirty (30) days of 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, Agency shall have the right to terminate this Contract effective immediately, without penalty, upon written notice to Contractor.

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

10.4. In the event of a termination under Section 10.2. or 10.3., Contractor will be compensated in accordance with the Services that have been "accepted" in accordance with this Contract.

11. Maintenance of Records and Agency Property

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

11.2. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Agency or their duly appointed representatives.

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 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 Agency property. Upon completion or termination of this Contract, Contractor shall promptly deliver to 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 Agency property or relate to Agency or its business.

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

12. Independent Contractor/Subcontractors

12.1. Contractor is an independent contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that Contractor and any of its subcontractors and suppliers are independent contractors to 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 Agency nor Contractor shall hold itself out in a manner contrary to the terms of this Section 12 nor shall 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 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 Agency. Contractor shall remain fully responsible for the Services of the subcontractor and for supervising the performance of the Services by the subcontractor. Agency is not subject to any liability of any kind with respect to any subcontractor nor do subcontractors obtain any rights against Agency under this Contract.

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

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

13. Waiver

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

14. Indemnity and Contractor Responsibility.

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

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

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

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

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

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

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

15. Agency Owned Data

15.1. Agency will own and retain rights to all of its data. Some data will need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat 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 Agency)
- b) General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- c) Professional liability insurance, errors & omissions insurance, or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000.00) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of this Contract or final acceptance by 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 Agency with original certificates and amendatory endorsements effecting coverage required by this Section 16 and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to Agency.

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

g) Disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain 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.

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 Agency.

18. Ethical Standards

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

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

18.3. Breach of the provisions of this Section 18 is, in addition to a Default of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under 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 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. 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 Agency and Contractor. Once assigned, each agency will enter into its own agreement and be solely responsible to Contractor for obligations for the Services assigned. Agency's right of assignment will remain in force over the Term. 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 Agency be liable for special, incidental, indirect, or consequential damages, including, but not limited to, lost profits arising from the performance of this Contract, whether such damages are based in contract, tort, or any other legal theory.

20.2. In the event of breach or Default of the Contract by Contractor, in addition to any other remedies set forth herein, Contractor shall be liable to Agency for damages for the breach or Default thereof, including the costs and reasonable attorneys' fees for the enforcement thereof. The remedies set forth in this Contract shall be cumulative, and no one remedy shall be deemed to be exclusive of any other or of any other remedy in law or equity, and the failure or delay of Agency to exercise a remedy at any time shall not operate as a waiver of the right to exercise a remedy for the same or subsequent breach or Default at any time thereafter.

21. Governing Law and Venue

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

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

22. Entire Agreement

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

22.2. Notwithstanding the foregoing, Contractor agrees that this Contract is subject to modification by Agency to the extent necessary to comply with federal, state or local regulations, which may govern this Contract. Agency shall provide written notice to Contractor of any such modification.

23. Compliance with Federal Regulations

23.1. All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F and the FTA contract clauses in the RFP are incorporated by reference. Unless otherwise modified in this Contract, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any 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 Agency and FTA, as may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a Default of this Contract.

24. Export

24.1. Contractor represents and warrants that the Services and documentation related thereto shall not be disclosed to any foreign national, firm, or country, nor shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify Agency for any breach of this representation.

25. Force Majeure

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

26. Severability

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

27. Notices

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

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

Notices to Contractor:
Contractor Name
Contractor Address
City, State Zip Code
Attn: Name and Email

28. Counterparts

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

Davidson Transit Organization (DTO)

Contractor

Andy Burke, President

Authorized Signatory, Title

Date: _____

Date: _____

Exhibit A to Contract
Tennessee State Contract Clauses

Conflicts of Interest.

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

Lobbying.

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

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

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

Nondiscrimination.

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

Public Accountability.

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

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

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

Public Notice.

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

Records.

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

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

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

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

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

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

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

Environmental Tobacco Smoke.

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

Exhibit B - Contractor's Accepted Price Proposal
Exhibits To Be Added to Final Contract for Execution